

TAN KOK SUNG v. YAP SEW MOY & ORS

HIGH COURT MALAYA, KUALA LUMPUR

LEE SWEE SENG J

[DIVORCE PETITION NO: 33-229-04-2014]

31 DECEMBER 2015

***FAMILY LAW:** Maintenance – Maintenance of wife – Whether interim maintenance could be ordered where adultery is alleged – Whether interim maintenance for wife should not be allowed until divorce petition fully disposed of – Whether court should apportion degree of responsibility for breakdown of marriage – Whether quantum claimed reasonable – Whether wife ought to be placed in similar standard of living during her married life – Whether husband has duty and obligation to provide for wife – Law Reform (Marriage and Divorce) Act 1976, s. 77*

The husband petitioner filed a divorce petition against the wife respondent and three other men as co-respondents that the wife allegedly had adulterous relationships with. The wife in her cross-petition cited two other women as parties whom she alleged the husband has had an adulterous relationship with. This current application in encl. 31 was the wife's application for interim maintenance pending the disposal of the petition and cross petition. The wife prayed that she be paid RM9,000 per month for her maintenance and that the said sum be banked into her account before the seventh day of each month from the date of the order of the court. She also prayed for arrears of maintenance of RM9,000 per month from 1 December 2014 till the date of this order and that the said arrears of maintenance be similarly banked into her account within seven days from the date of the order of the court. The issues that arose were (i) whether the court should apportion the degree of responsibility of each party for the breakdown of the marriage in an interim application of the wife for maintenance; and (ii) whether the quantum claimed by the wife as interim maintenance was reasonable in the circumstances of the case.

Held (ordering interim maintenance to be paid by husband to wife):

- (1) The Law Reform (Marriage and Divorce) Act 1976 ('LRA') provides specifically for the court in situation (a) to order maintenance to be paid by the husband to the wife in the course of any matrimonial proceedings. In situation (b) the court may order maintenance during or after the granting of a decree for divorce or judicial separation. In situation (c) the court may grant maintenance to the wife if after declaring that she be presumed dead, she was found to be alive. (para 6)
- (2) In an interim application for maintenance supported by affidavits of the wife and invariably opposed by affidavits by the husband, there would be conflict of affidavit evidence on who is to be blamed and to what degree. The court could not resolve the conflict at this stage of the

- A proceedings, bereft of the opportunity of the audio-visual advantage of seeing and hearing how the parties and their witnesses fare under the crucible of cross-examination. Parliament could not have intended then, that merely because there is difficulty in apportioning responsibility for the breakdown of the marriage, there should be no interim maintenance
- B at all for the wife until the divorce petition was fully and finally disposed of. That would be to cause severe hardship to the wife and more so if she had been dependent on her husband for financial support. (paras 10)
- C (3) Under s. 77(1) of the LRA, it is the husband that has the duty and obligation to provide for the wife. That obligation is a given. The only circumstance under which the wife may have to pay maintenance to her husband or former husband is where he is incapacitated, wholly or partially, from earning a livelihood by reason of mental or physical injury or ill health, and the court is satisfied that having regard to her means it is reasonable so to order. (para 12)
- D (4) Whilst the husband's allegation of unfaithfulness on the part of the wife is to be proved, the wife's allegation of adultery on the part of the husband appeared to be cogently supported by scientific evidence in the DNA testing of a boy born out of what was presumably a sexual union between the husband and one Lee Shui Ha. Thus, the wife was more than justified to claim that the husband's adulterous relationship had led to the breakdown of the marriage and surely the husband could not take cover and comfort under the contention that the matter was not relevant at this stage but only at trial stage. (paras 14 & 17)
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- F (5) The wife ought to be placed in a position to enjoy the same or similar standard of living that she had been provided with by the husband during their married life together. Here, the parties had been married for 30 years and had together built a growing business from humble beginnings and all indications are that they are now accustomed to some of the luxuries of life and trappings of wealth. This court would therefore allow the wife's claim and order that a sum of RM5000 per month be paid to her as her maintenance by the husband. (paras 28 & 40)
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Case(s) referred to:

Chaw Anui v. Tan Kim Chai [2004] 1 LNS 260 HC (*refd*)

H *Koay Cheng Eng v. Linda Herawati Santoso* [2008] 4 CLJ 105 CA (*refd*)

Shireen Chelliah Thiruchelvam v. Kanagasingam Kandiah [2010] 2 CLJ 736 HC (*refd*)

Legislation referred to:

Law Reform (Marriage and Divorce) Act 1976, ss. 77(1)(a), 78, 82(1), (2)

I *For the applicant wife - N Saraswathy (V Alagendra with her); M/s N Saraswathy Devi*
For the respondent husband - James Chow; M/s James Chow Kok Leong & Co

Reported by Suhainah Wahiduddin

JUDGMENT

Lee Swee Seng J:

[1] This is a divorce petition filed by the husband petitioner against the wife respondent and the husband has joined another three men as co-respondents in what he alleged to be adulterous relationships that the wife has had with them at one time or another. The wife in her cross-petition has cited two women as parties-cited whom she alleged the husband has had an adulterous relationship with. This current application in encl. 31 is the wife's application for interim maintenance pending the disposal of the petition and cross-petition.

Prayers

[2] By this application the wife prayed that she be paid RM9,000 per month for her maintenance and that the said sum be banked into her account before the seventh day of each month from the date of the order of the court. She has also prayed for arrears of maintenance of RM9,000 per month from 1 December 2014 till the date of this order and that the said arrears of maintenance be similarly banked into her account within seven days from the date of the order of the court.

Principles

[3] The power of the court to order maintenance to be paid by the husband to the wife during the course of any matrimonial proceedings and pending the disposal of the divorce petition filed is contained in s. 77(1) of the Law Reform (Marriage and Divorce) Act 1976 ("LRA") and in particular s. 77(1)(a) as set out below:

Section 77 Power for court to order maintenance of spouse

- (1) The court may order a man to pay maintenance to his wife or former wife:
 - (a) during the course of any matrimonial proceedings;
 - (b) when granting or subsequent to the grant of a decree or divorce or judicial separation;
 - (c) if, after a decree declaring her presumed to be dead, she is found to be alive.

[4] Further s. 78 of the LRA provides that in assessing the amount of maintenance to be paid by a man to his wife or former wife, '*the court shall base its assessment primarily on the means and needs of the parties, regardless of the proportion such maintenance bears to the income of the husband, but shall have regard to the degree of responsibility which the court apportions to each party for the breakdown of the marriage*'. (emphasis added)

A Whether The Court Should Apportion The Degree Of Responsibility Of Each Party For The Breakdown Of The Marriage In An Interim Application Of The Wife For Maintenance

B [5] Learned counsel for the husband had referred the court's attention to the case of *Shireen Chelliah Thiruchelvam v. Kanagasingam Kandiah* [2010] 2 CLJ 736; [2011] 3 MLJ 123. That case had laid down the principle that maintenance for the wife should not be allowed at the stage of an originating summons filed by the wife for *inter alia* maintenance for herself before a divorce petition is filed as s. 78 of the LRA clearly states that the court should have regard to the degree of responsibility which the court apportions to each party for the breakdown of the marriage. Understandably until a divorce petition is filed and the allegation of adultery is ventilated, the issue of apportionment of responsibility for the breakdown of the marriage could not be decided upon.

D [6] However that was a case where no divorce petition had been filed; whereas in the present case a divorce petition has been filed by the husband and the wife has filed a cross-petition. The statute itself in the LRA provides specifically for the court in situation (a) to order maintenance to be paid by the husband to the wife in the course of any matrimonial proceedings. In situation (b) the court may order maintenance during or after the granting of a decree for divorce or judicial separation. In situation (c) the court may grant maintenance to the wife if after declaring that she be presumed dead, she is found to be alive.

F [7] If learned counsel for the husband is submitting that the court cannot grant a maintenance order for the wife in a course of the matrimonial proceeding merely because the court cannot at this stage of the application decide on the degree of responsibility to be apportioned to each party for the breakdown of the marriage, then I must respectfully disagree.

G [8] The language of s. 78 of the LRA does not require the court having being empowered under s. 77 of the LRA to grant maintenance for the wife during the course of the matrimonial proceeding to denude the court of that power on the basis that at that stage before the petition is fully and finally heard, the wife should be deprived of her maintenance. The issue of the degree of responsibility of each party to the breakdown of a marriage is a matter that can be determined only after a trial of the divorce petition. Surely when it comes to apportioning the blame as it were for the breakdown of a marriage, the court would have to hear the parties and their witnesses and weigh and consider the various factors before coming to the delicate part of apportioning responsibility for the breakdown of the marriage. Rarely would it be a case where the husband accepts that he is to be totally responsible for the breakdown of the marriage. It is only too common that in a divorce petition and especially one met with a cross-petition, there would be

allegations and counter-allegations, not unlike a case where a spouse would insist that the other have stopped loving him or her before he or she first started to love the other woman or man, as the case may be.

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[9] If Parliament had intended the requirement of apportionment of degree of responsibility for the breakdown of a marriage to be applied across the board to each of the three situations, then situation (c) would present a problem for there might not have been any matrimonial proceedings filed and the parties might not even have contemplated any divorce.

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[10] It goes without saying that in an interim application for maintenance supported by affidavits of the wife and invariably opposed by affidavits by the husband, there will be conflict of affidavit evidence on who is to be blamed and to what degree. The court cannot resolve the conflict at this stage of the proceedings, bereft of the opportunity of the audio-visual advantage of seeing and hearing how the parties and their witnesses fare under the crucible of cross-examination. Parliament could not have intended then, that merely because there is difficulty in apportioning responsibility for the breakdown of the marriage, there should be no interim maintenance at all for the wife until the divorce petition is fully and finally disposed of. That would be to cause severe hardship to the wife and more so if she has been dependent on her husband for financial support all this while and is not financially independent.

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[11] At any rate where allegations of adultery is concerned, there is a presumption of innocence in the elements of guilt that are required to be proved. The court cannot allow a situation where both parties are alleging the other of an amorous affair and an adulterous one at that, to then throw up its arms in despair and say: Prove it at the trial and until then, no maintenance for the wife. This court would prefer to take the stand that until it can be determined who is responsible for what which has led to the breakdown of the marriage, the wife should be entitled to maintenance if the circumstances for her claiming maintenance are met with respect to the needs and means of the parties.

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[12] It must be appreciated that under the scheme of the LRA, it is the husband that has the duty and obligation to provide for the wife under s. 77(1). That obligation is a given. The only circumstance under which the wife may have to pay maintenance to her husband or former husband is where he is incapacitated, wholly or partially, from earning a livelihood by reason of mental or physical injury or ill health, and the court is satisfied that having regard to her means it is reasonable so to order.

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[13] It would be different if there has been express or implied admission on the part of the wife that she is now living with another man as was in the case of *Shireen Chelliah Thiruchelvam v. Kanagasingham Kandiah* (*supra*) referred to above. In such a case not only would the new man in the wife's life would

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A be supporting her but that any order for maintenance would cease once it could be proved that the wife is living in adultery with another man as provided for in s. 82(1) of the LRA. That applies too under s. 82(2) for a case where the maintenance is paid under an agreement between the parties unless the agreement provides otherwise.

B [14] In the present case, whilst the husband's allegation of unfaithfulness on the part of the wife is to be proved, the wife's allegation of adultery on the part of the husband appears to be cogently supported by scientific evidence in the DNA testing of a boy born out of what is presumably a sexual union between the husband and one Miss Lee Shui Ha, named by the respondent wife as a party cited in her cross-petition.

C [15] The wife has in her affidavit in support exhibited the birth certificate of a child born on 2 January 2011 in exh. YSM-3 said to be the result of the union between the petitioner husband and Miss Lee Shui Ha. The mother of the child in the birth certificate is recorded as Miss Lee Shui Ha. Whilst maternity is never in dispute as the doctor would know which mother had given birth to the child, paternity may sometimes be called in question. The way to resolve this is *via* DNA testing. The results of the DNA test has been exhibited by the respondent wife in her affidavit in support in exh. YSM-4 dates 5 April 2011. The blood sample of the child is Blood Specimen A and that of the petitioner husband is Blood Specimen B. The cryptic words of the chemist from the Department of Chemistry Malaysia reads:

The DNA profiling results indicated that the donor of blood spectrum "B" (labelled "Tan Kok Sung") is the biological father of the donor of blood specimen "A".

F The probability of paternity is 99.9989% as calculated based on the Malaysian Chinese population database.

G [16] The husband in his affidavit opposing the wife's application for maintenance, has not denied this but has only said that it is not relevant and that the matter is to be determined at trial.

H [17] In such a circumstance, the wife is more than justified to claim that the husband's adulterous relation with Miss Tan Sui Ha has led to the breakdown of the marriage and surely the husband cannot take cover and comfort under the contention that the matter is not relevant at this stage but only at trial stage.

I [18] At any rate this is only an interim application by the wife for maintenance of herself pending the disposal of the divorce petition and cross-petition. In the event, at the disposal of the case, the court would be able to apportion the degree of responsibility of each party to the breakdown of the marriage. Any adjustments to the maintenance sum may then be adjusted accordingly. Meanwhile this court is entitled to look at what has been impliedly or expressly accepted by the husband that he has a son from an

adulterous relationship with a party cited here as a factor in determining the maintenance to be paid by the husband to the wife pending the disposal of the divorce petition and the cross-petition.

Whether The Quantum Claimed By The Wife As Interim Maintenance Is Reasonable In The Circumstances Of The Case

[19] The court is justified to look at the arrangements of the husband and wife in the conduct of their married life when it comes to the matter of determining the amount of maintenance that a husband should pay the wife in a pending divorce proceeding before the petition is heard. Here there was a letter of undertaking dated 7 February 2014 signed by the husband, in the presence of a solicitor, addressed to the wife. According to the wife, the admissions and confessions made by the husband in the said letter of undertaking was so that the parties may put the past behind them and that there may be reconciliation between the parties. The husband's undertakings included the following:

- (i) I undertake to set aside monthly the sum of fifty percent (50%) from my entire cash flow to be paid unconditionally to my lawful wedded wife;
- (ii) I undertake to cease and desist my relationship with CATHERINE LEE and son, the said relationship being severed completely and absolutely, including but not limited to business relationships and/or financial support in any form whatsoever;
- (iii) in the event that CATHERINE LEE and/or the son institute/s any legal action to claim their rights against me, I undertake to my lawfully wedded wife that both of us shall jointly endeavour (to defend) the legal proceedings;
- (iv) I undertake to refrain from resorting towards any form of domestic violence, including but not limited to manifestations of anger, arguments, quarrels and/or physical altercations against my lawfully wedded wife;
- (v) I undertake to provide mutual understanding and more respect towards my lawfully wedded wife;
- (vi) I undertake to practice open discussions and/or open conversations with regard to any issues, disputes and/or misunderstandings that may arise in future with respect to matters involving my lawfully wedded wife;
- (vii) I undertake to resolve our differences by using my best endeavours in reaching an amicable settlement each time;
- (viii) I undertake to co-operate with my lawfully wedded wife to allocate reasonable spaces for each other in order to maintain the peace and stability of our marriage;

- A (ix) I undertake to my lawfully wedded wife to repent in good faith against my entire wrongdoings with respect to my extramarital relationship in the past, and the true description of which is attached herein to this letter of undertaking written in Mandarin language being Schedule 1, and that in consideration of my said repentance my lawfully wedded
- B wife agrees to waive any legal proceedings against me pertaining to the same;
- (x) I undertake to my lawfully wedded wife to provide her a monthly subsistence being Ringgit Malaysia Two Thousand only (RM2,000) for daily household and grocery expenses, Ringgit Malaysia Four Thousand only (RM4,000) as salary, and Ringgit Malaysia Three Thousand only (RM3,000) for maintenance;
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- (xi) I undertake to my lawfully wedded wife to restore her normal and usual position in my company as originally entrusted upon her in the said office;
- D (xii) I acknowledge that I have had the benefit of competent and independent legal advice as to the terms and effects of this letter of undertaking;
- (xiii) In view of all the terms and conditions as above stated, I confirm that my lawfully wedded wife, YAP SEW MOY (NRIC No. 641125-10-7232), hereby accepts and forgives me in the light of all my foregoing undertakings. (emphasis added)
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[20] The “Catherine Lee” referred to above is *aka* Lee Shui Ha and the petitioner husband has not disputed that.

- F [21] In spite having given the wife the various undertakings above in February 2014, the husband proceeded to file for divorce in April 2014. Perhaps he had a change of mind or what is often euphemistically referred to as an “afterthought”, trying to escape from the admissions and commitments made in the letter of undertaking. Perhaps his spirit was willing then but his flesh is weak now. It is often true that the genuineness of one’s repentance is to be seen in the follow-up actions that can only come from a contrite heart following one’s confession; though confession is always good for the soul. In his affidavit opposing this application, he had stated that he did not understand English. However, even a person who does not understand would have the presence of mind to seek assistance from the
- G professionals to explain in Mandarin the meaning and purport of the letter of undertaking. Judging from what has been disclosed in the assets of the petitioner husband, the husband is quite a successful businessman who started off the groundnuts roasting business with his wife and which business has grown through the years to be a successful enterprise. Surely he would
- H have known of the significance and seriousness of a document signed in a legal firm.
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[22] As a successful businessman, the husband would be astute with figures and even discounting that he might need help to interpret the words used, he surely would have noticed the sums of RM2,000, RM4,000 and RM3,000 appearing at cl. (x) of the said undertaking and would have queried what these amounts are for. Moreover the solicitors who prepared the letter of undertaking are the ones engaged by the petitioner husband and there has been no affidavits filed by the solicitors attending to the husband and wife to corroborate the contention of the husband that the terms of the letter of undertaking were not explained to him before he signed on the said letter.

[23] The husband had on 6 May 2014 in a letter to the wife terminated her employment with the company Siew Jog Enterprise. Various grounds were cited including poor performance, irregular hours and being absent from work.

[24] The termination smacks of bad faith coming so soon after the letter of undertaking in cl. (xi) restoring her to her original position in the company. At any rate it is for her to challenge the lawfulness of her termination from employment in the company if she is minded to. At 51 years old and having given the prime of her years in building the business with her husband, it would not be easy to seek alternative employment or to venture into another business.

[25] Even discounting the sum of RM4,000 per month from her salary, there is still the agreed sum of RM2,000 per month for household expenses and groceries and another RM3,000 per month for her maintenance.

[26] The wife has itemised her average monthly expenses as follows in her affidavit-in-support:

AN ESTIMATE OF MONTHLY EXPENSES OF YAP SEW MOY

Item Particulars	Amount in RM
1. Water	30
2. Electricity	340
3. Gas	100
4. Broadband charges	200
5. Mobile phone charges	300
6. House rent (Anticipated)	2,000
7. Food & grocery	3,000
8. Car insurance & road tax (Average)	150
9. Petrol and Car maintenance (Average)	500
10. Medical card/Health insurance	260

A	11. Medical fee or check-up (Average)	300
	12. Dental fee or check-up (Average)	500
	13. Beauty care and Facials and Hair styling and Manicure and Pedicure	3,000
B	14. Clothing and Shoes and Fashion accessories	2,000
	15. Life insurance (Anticipated)	2,000
	16. Learning computer skills and English Lessons (Anticipated)	2,000
C	17. Contingencies	2,000
	TOTAL:	18,680

[27] However in her application for maintenance, she has trimmed it down to RM9,000 per month. Granted that the husband has said that he has relieved her of her household duties of buying the groceries for the family, the amount of RM3,000 may be deducted from her list of expenses. So too are items 1-4 which are more in the nature of household expenses and being in the same family house, though confined to a room downstairs, these are expenses that would ordinarily be paid by the husband.

[28] The principle culled from the cases is that the wife ought to be placed in a position to enjoy the same or similar standard of living that she has been provided by the husband during their married life together. Here the parties have been married for 30 years and have together built a growing business from humble beginnings and all indications are that they are now accustomed to some of the luxuries of life and the trappings of wealth.

[29] In the Court of Appeal case of *Koay Cheng Eng v. Linda Herawati Santoso* [2008] 4 CLJ 105 at p. 118; [2008] 4 MLJ 863 at p. 876, it was observed as follows:

[25] We are of the view that with the standard and cost of living of the respondent, the sum awarded is justifiable. We are in agreement with the learned counsel for the respondent that the respondent is to be placed in a position to enjoy the same standard of living as she had during the existence of the marriage. In *Lumsden v Lumsden* [1963] 5 FLR 388, the court held:

... *In the second place in awarding maintenance, the court endeavours, subject to the husband's financial position, to place the wife in a position to enjoy the same standard of living as she did during the marriage.* (emphasis added)

[30] In *Chaw Anui v. Tan Kim Chai* [2004] 1 LNS 260; [2004] 4 MLJ 272 the High Court took into consideration the following factors before arriving at a monthly maintenance of RM7,500 per month for the wife:

- (1) the devotion of the wife;
- (2) the unlikelihood of the wife to be gainfully employed;

- (3) the wife's health and medical needs;
- (4) the husband's financial means;
- (5) the living standard of the wife; and
- (6) the means and needs of parties.

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[31] On the standard of living enjoyed by the wife before her husband failed, neglected or refused to provide her with reasonable maintenance, the High Court explained as follows:

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56 ... (5) ... an amount which would be sufficient to maintain the wife in the rank and position of life which she has hitherto occupied, in order to supply her with the necessaries, comfort and advantages incidental to her station in life ...

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58 Food and nutrition including meals taken by the wife occasionally at restaurants was a direct result of the matrimonial disputes which had left the petitioner with no matrimonial home to cook for herself. Hence the alternative was eating out in restaurants and clubs, in addition to her necessaries, *viz* ginseng and herbs.

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59 During the subsistence of the marriage, the wife's lifestyle included having maids, after two years of marriage. It follows that she should continue to have at least one maid, more so in the light of her age at which she is not of good health. Hence the maid's wages.

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60 During the subsistence of the marriage, the wife had the facilities and expenses for club membership and entertainment, eg Bayu Resort and Yacht Club. She should be accorded the expenses for these facilities.

61 Personal expenses for clothing, hair saloon, cosmetics and miscellaneous are also necessaries to the wife's station of life.

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62 A car is necessary to the wife as she still has to travel. The previous mode of transportation was by the husband's private car. She should have a similar mode of transportation now. Her claim for the costs of maintaining a car, petrol and toll charges in the sum of RM1,000.00 per month is fair and reasonable. (emphasis added)

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[32] Item 13 appears to be luxurious in terms of living standard and style but she is entitled to be maintained at a standard and lifestyle that she was accustomed to – that of a successful business woman that could now enjoy the luxury and the finer stuff of life. However a beauty care at RM3,000 per month would be on the extreme end of being excessive and extravagant. A sum of RM1,000 per month to assist in slowing down the manifestation of advancing age might be more reasonable for true beauty has to be more than skin deep.

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- A [33] Item 14 would need to be slashed down as well and now that she is no longer working she would not need to be spending RM2,000 per month on clothes, shoes and fashion accessories. Setting aside a sum of RM1,000 per month would more than suffice.
- B [34] Whilst it is encouraging to see the respondent wife wanting to learn computer skills and English as part of her programme for personal growth and development in item 16, to budget RM2,000 per month for that purpose would be more on the high side. Language is best learned in a group setting where class interaction provides the practical session as well as a fun environment to acquire a new language. Likewise with learning computer
- C skills. A sum of RM500 per month for this purpose would be more than sufficient.
- [35] Whilst she had claimed RM18,680 as maintenance in her affidavit in support of her application, her learned counsel in the submission filed had descended to the sum stated in the letter of undertaking of RM9,000 per
- D month.
- [36] This court is entitled to look into the fact that she is now no longer required to look into the purchase of groceries for the home and that being stopped from going to the factory and office for work, she would have time to start her own business or find some other suitable employment eventually.
- E [37] This court would also take into consideration the fact that throughout the wife's working life she had been working with the husband, helping him in the groundnut business when it had its small beginnings in their first matrimonial home before growing the business to what it is now, ostensibly a very successful business with a factory and many hired staff. Whilst it may
- F be tempting for the husband to attribute that success more to himself and the wife, one must not forget the wise old adage that behind every successful man is a woman. In any event the matter of how they have each played their part will be determined at the trial. It is not disputed that the wife had brought
- G up their three children and two of them, being boys, are helping the husband in the business now. All the children are now major in their twenties.
- [38] The husband alluded to the fact that the wife is no pauper as she had received a sum of RM371,401.72 from him but that is her share of a matrimonial asset that both had sold and it is her entitlement anyway. It
- H should not come into the equation for determining maintenance at this stage. She is entitled to use that money as part payment to buy a house to stay in for she is now confined to a room downstairs in the current family house.
- [39] Neither should another sum of about RM50,000 said to be pocketed
- I by her after the sale of a motor vehicle, come into the determination of maintenance. At any rate she would require that money to buy another car for her getting around.

[40] Overall, a maintenance sum of RM5,000 per month would be quite reasonable having regard to her station in life and taking into consideration her need to make the necessary adjustments now that the parties are going through a divorce.

Pronouncement

[41] Having regard to all the relevant considerations alluded to above, I had ordered an interim maintenance to be paid by the husband to the wife of RM5,000 per month to be banked into her account the details of which is to be provided by the wife to the husband. The said maintenance is to be banked into her account by the seventh day of each month commencing December 2015 until disposal of the divorce petition.

[42] Each party shall bear its own costs.

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