SUPREME COURT OF SEYCHELLES

Reportable
[2026] SCSC
MA 291/2022
Arising in DV 37/2021

In the matter:

DURAIKANNU KARUNAKARAN — **Petitioner**
(rep. by Mr F Elizabeth)

and

KALAICHEVI KARUNAKARAN — **Respondent**
(rep by Mr D Sabino)

Neutral Citation:	*Karunakaran v Karunakaran* (MA 291/2022 (Arising in DV 37/2021) [2026] SCSC (2026)
Before:	Govinden CJ
Summary:	Division of property
Heard:	By Written Submissions
Delivered:	19 March 2026

ORDER

The Respondent is awarded exclusive beneficial ownership of parcel V 12260 and the matrimonial home found thereon and the adjoining property, parcel V12261, respectively. Accordingly, the Petitioner shall transfer his undivided half share to the Respondent in respect of immovable properties V12261 and V12260, specified as Serial Nos: 2 and 3 in Schedule B of the Petition, situated at Belle Vue, La Misère, Mahe. The Respondent shall acquire the properties free from any encumbrances.

The Petitioner is awarded exclusive beneficial ownership all the other properties in Seychelles and India and the Respondent shall transfer to the Petitioner her total or half shares, where applicable, in all of them, as listed in Schedule A and B to the Petition, except the immovable property specified as no 6 in Schedule A of the Petition, described as two adjacent plots of land No 44 and

45 measuring 2400 sq.ft registered in Kalyaan Karunakaran's name located in Pondicherry, India. The Petitioner shall acquire the properties free from any encumbrances.

Accordingly, the Respondent is to transfer to the Petitioner, free of encumbrances, the following properties as found in Schedule A of the Petition, located in India:

(a) Two immovable properties, specified as Serial No. 3, described as two plots of adjacent lands R. S No: 336/1 measuring an area of 2616 Sq. ft. and R. S No: 336/8 measuring an area of 4740 Sq. ft, total area 7356 Sq. Ft, which now stand registered in Respondent's sole name, situated at the Petitioner's ancestral town, Mayiladuthurai, Tamilnadu, India;
(b) Serial No. 5 described as two-bedroom flat: No:4C5, Malnad Regency at 1000 Sq. Ft. which now stands registered in Respondent's sole name, situated at Kagadasapura Main Road, Vignanagar/Maruti Nagar, Bangalore, India;
(c) Eight (8) immovable properties described as Serial No: 7 and 8, namely: 4 plots of land – Nos: 37, 38 85 & 86 more specifically No 37 =2400 Sq. ft, No 38 =2400 Sq. ft, No 85 +2400 Sq. ft, & No 86 = 2400 Sq. ft and, 4 more plots of land nos: 104, 105/103, 111/113 & 112 more specifically, No 104 =1750 Sq. ft, No 105/103 =1750 Sq. ft, No 111/113 = 2100 Sq, ft, and No 112 =2100 Sq. ft, all situated at Thangaya Nagar Housing estate. Trichirappalli;
(d) Serial No. 9, namely two plots of land – Nos 53 & 54 with total area of 3675 Sq. ft at Opulent Gardens, Chennai, Housing Estate, Tamilnadu, India.

Accordingly, also, the Respondent is to transfer to the Petitioner, free of encumbrance, the following properties as found in Schedule B of the Petition, located in Seychelles:

(a) the immovable property J789, specified as Serial number 1 situated at Mount Simpson, Bel Ombre, Mahe; and
(b) her undivided half share in parcel H171 specified as Serial No: 4 in SCHEDULE B, situated at Vista Do Mar, Glacis, Mahe.

The Petitioner and the Respondent shall be responsible for all cost of their transfer, including payment of the transfer fee and the stamp duty, where these are required in these Orders.

The Petitioner and the Respondent shall carry out their respective transfers within a period of 30 days from the delivery of this judgment.

The Registrar of Lands is ordered to amend the Land Register in accordance with these Orders.

The court will not make any award on cost.

JUDGMENT

GOVINDEN CJ

[1] This is a Ruling on an application made under Section 20 (1) (g) of the Matrimonial Causes Act read with rule 4 (1) (f) and 34 (1) of the Matrimonial Causes Rules 1993. The Petitioner and the Respondent has testified and produced testimonial and documentary evidence in support of their respective cases and has made submissions both on the law and the facts of the case.

<u>The Petition</u>

[2] The Petitioner avers that he is a retired Supreme Court Judge of Seychelles and that he is seeking a court order to compel his ex-wife (the Respondent) to transfer numerous properties in Seychelles and India to his sole ownership following their 2022 divorce. He claims to be the sole financial provider for the family and the exclusive source of funds for all matrimonial assets acquired during the 36-year marriage.

[3] The Petitioner asserts that the Respondent, a school teacher, has never contributed financially to the purchase prices, incidental expenses, or mortgage repayments of any of the properties in question.

[4] The Petitioner avers that the Respondent used a Power of Attorney, granted to her in good faith, to deceitfully transfer property shares to herself and sell the Petitioner's ancestral interests for her own benefit.

[5] He is requesting the transfer of multiple Indian properties currently in the Respondent's name, located in Mayiladuthurai, Bangalore, Trichy, and Chennai. In Seychelles, the Petitioner seeks sole ownership of properties in Bel Ombre, La Misère, and Glacis, averring that he paid all costs through his high judicial salary and gratuities. He avers that the Respondent "hoodwinked" him into transferring his share of the Bel Ombre property to their son, only to later transfer that share to herself to gain sole ownership. The Petitioner avers that he lives in rented accommodation and claims he was "driven out" of the matrimonial home, which is now occupied rent-free by the Respondent and their son's family. In his further averments, although he is retired and living elsewhere, the Petitioner continues to pay a housing loan balance of approximately SCR 2.3 million to prevent foreclosure on the properties occupied by the Respondent.

[6] The Petitioner claims the Respondent maintained separate bank accounts for her own earnings, which she invested discreetly in India, while he provided her with full access to his own funds for family and personal use. He avers that he is willing to relinquish all claims to approximately 2,000 grams of gold and diamond jewelry, valued at over INR 9 million, which is currently in the Respondent's possession.

[7] The Petitioner also relinquishes any interest in specific plots of land in Pondicherry that are registered in the name of the parties' son. He alleges that the Respondent blocked the sale of the Glacis property, which was intended to pay off bank debts, by demanding a 50% commission despite her lack of financial contribution.

[8] The Petitioner's career included over 30 years in the Seychelles Judiciary, serving as a Magistrate, Senior Magistrate, and Supreme Court Judge, as well as Chairman of the Family Tribunal.

[9] He avers that the marriage with the Respondent was an arranged Hindu marriage established in 1984 and was dissolved by the court in September 2022. He claims that the Respondent's employment history was inconsistent and that her income was insufficient to cover even her own personal expenses and frequent trips to India.

[10] The Petitioner asserts that he held his bank accounts on an "either or survivor" basis to ensure the Respondent's security, a gesture he claims she did not reciprocate with her own accounts. According to him, all original title deeds for the properties mysteriously disappeared from his study at the matrimonial home.

[11] He avers that he made several failed attempts over four years to settle these property issues amicably before seeking judicial intervention. The Petitioner argues that the Respondent holds the properties upon an "implied trust" and that it is just and reasonable for the court to restore his lawful ownership.

[12] He, accordingly, prays for an Order that the Respondent transfers back to him all the immovable properties in which she holds undivided shares together with him and all such other properties that she holds solely in her name, free from any encumbrances.

Reply to Petition

[13] The Respondent's Reply to the Petition is to the following effect; she asserts that the conditional divorce order was made absolute on September 8, 2023, correcting the Petitioner's stated date. She claims to have been the primary caregiver for over 35 years, sacrificing her teaching career and pension to support the Petitioner's career as a judicial officer and to manage family needs, including his affairs in India.

[14] The Respondent avers that the Petitioner exercised sole control over the joint bank accounts, denying her access to statements, chequebooks, and cards, and that he used joint funds for personal pleasures, including gifts for "special female friends". She states that the Petitioner unilaterally removed a lien over a GBP fixed deposit of GBP 153,808.32, transferring GBP 100,000 of her contributions to his personal account in India without her knowledge or consent.

[15] The Respondent seeks at least half of all matrimonial property, citing her extensive financial contributions, sacrifices, and various roles within the family. She alleges the Petitioner sold her wedding jewelry (225 grams of gold) in 1995 to settle his sister's property dispute, promising reimbursement of INR 1.2 million (or SCR 800,000) which he never provided. She claims to have transferred virtually all her earnings to joint accounts

or the Petitioner's accounts from 1985 until recently, providing specific examples of deposits. The deponent states the Petitioner transferred INR 2.5 million from a joint account to his personal account in India in 2017 and another INR 250,000 in 2019 without her knowledge.

[16] She asserts that the Petitioner treated her as a "bonded labourer," lacking respect, love, or compassion, and neglected family welfare, while she fulfilled numerous roles including nurse, secretary, and organizer. The deponent demands full and frank disclosure from the Petitioner regarding all joint finances and assets, as he has consistently refused to provide bank balances or details.

[17] She requests specific properties, including the La Misere properties (V12261 & V12260) for her (to pass to their son), eight properties in her hometown (Property 7 & 8), the Bangalore flat (Property 5), and the Bel Ombre property (J789) for her (to pass to their daughter). She states that properties in her hometown (Trichirappalli, Property 7 & 8) were purchased using her inherited funds and managed by her family, with no involvement from the Petitioner. The deponent details her significant physical labor and financial contributions to the renovation and maintenance of properties like Bel Ombre (J789) and La Misere (V12261). The deponent claims the Petitioner was not transparent about the sale of H171, hiding details and discouraging her from visiting, and that he secretly rented it out. She states that the property in Pondicherry (Property 6) was purchased from the profit of a bus business she organized and managed, facing threats in the process.

[18] The Respondent seeks reimbursement of GBP 100,000 for funds taken by the Petitioner from the fixed deposits. The deponent clarifies that she paid for her own professional development trips to Europe and Russia, contrary to the Petitioner's claims. She refutes the Petitioner's claim of leaving 2kg of gold and silver in her possession, stating instead that he took all her jewelry and only bought 200-300 grams for their daughter's wedding.

[19] She asserts that the Petitioner was unemployed from January to September 1988, during which period she supported the family financially, even while pregnant. The deponent denies that the Petitioner's parents asked for financial help, instead stating that his parents took her father's gratuity as dowry and some of her brother's earnings.

[20] She clarifies that a warning letter from her teaching job was later withdrawn by the Ministry of Education due to an oversight by the Head Teacher, not incompetence. The deponent states she contributed to both children's weddings, including SCR 100,000 for her daughter, and that the Petitioner misused SCR 220,000 she deposited for their son's wedding. She notes that her current pension is lower due to the numerous instances she left work or took unpaid leave to handle the Petitioner's affairs in India.

[21] The Respondent also seeks consideration for the ill-treatment she endured throughout their 37-year marriage.

The Law

[22] The process of adjusting property division during divorce is primarily managed by section 20(1) of the now-repealed Matrimonial Causes Act. This provision empowers the court to address property allocation upon the issuance of a conditional divorce order, allowing for a thorough inquiry into the financial circumstances and contributions of each spouse. The court considers various factors, including the financial resources and capabilities of both parties.

[23] For co-owned properties, section 20(1) must be analysed alongside Article 815 of the Civil Code, which presumes equal ownership of property unless evidence suggests otherwise. This would be the case based on the presumption of equal ownership under Article 815..

[24] In *Esparon v Esparon* (1998-1999) SCAR 191) the court outlined several key factors such as the financial contributions towards the purchase and maintenance of the family home, the standard of living prior to the marriage breakdown, the age and duration of the marriage, and the contributions of each party to the family's welfare, including non-financial roles like housework and childcare.

[25] In *Chetty v Emille* (2008-2009) SCAR 65, the court expanded on these principles, highlighting that contributions to matrimonial property extend beyond financial inputs. Non-monetary contributions, such as the emotional support and everyday efforts required to run a household, are equally important. This perspective ensures that both tangible and intangible contributions are recognized in property settlements.

[26] Further considerations were addressed in *Pillay v Pillay*, SCA 38 of 1998 where the court noted the importance of assessing economic advantages or disadvantages incurred during the marriage, the responsibilities of child care, and any potential financial hardship following the divorce.

[27] In this case, the judge initially presumed equal ownership due to the lack of evidence to rebut Article 815. After evaluating the financial and non-financial contributions of both parties, it was determined that both had equally contributed to the acquisition and maintenance of the property, thus supporting an equal division. The judge's decision reflects a comprehensive understanding of the need for fairness, ensuring neither party is disadvantaged by the dissolution of the marriage, and aligns with the equitable principles outlined by the Act and case law precedents.

[28] Certain key principles can also be drawn from the following English case law.

[29] The landmark case of *White v White* [2001] 1 AC 596 established the "yardstick of equality," meaning that equality should be the starting point in the division of assets unless there are clear reasons to depart from it. The House of Lords ruled that both parties were entitled to a fair share of the assets amassed during the marriage, regardless of who earned them.

[30] *Miller v Miller; McFarlane v McFarlane* [2006] 2 AC 618 emphasized the importance of considering the needs of the parties, compensation for sacrifices made, and the sharing principle. The House of Lords reinforced that assets should be divided based on needs, compensation for economic disparity, and equal sharing, especially in long marriages.

[31] *Charman v Charman* [2007] EWCA civ 503 highlighted the court's discretion in dealing with high-value divorces and the concept of "special contribution." The Court of Appeal upheld the principle of equal division but acknowledged "special contribution" as a valid reason to deviate from equality in rare and exceptional cases.

[32] Hence the primary aim is to reach a fair outcome for both parties, often seeking an equal division of assets unless there are compelling reasons to deviate. The needs of each party, especially any children involved, are paramount. This includes housing, financial needs,

and the standard of living enjoyed during the marriage. Both financial and non-financial contributions to the marriage are considered. This includes income, homemaking, and childcare. The duration of the marriage can influence the division, with longer marriages potentially leading to more equal splits. The court may consider the future earning potential of each spouse, especially if one party has sacrificed career opportunities for the marriage.

[33] <u>The facts</u>

[34] Coming to the facts of this case; the following is a summary of the testimonies of the two parties.

[35] The following is a summary of the evidence given by Duraikarnu Karunakaran (the Petitioner).

[36] He was born in India and spent his judicial career in Seychelles as a lawyer, Magistrate, a Senior Magistrate, Judge of Supreme Court (appointed 1999), and as Acting Chief Justice (2014); and resigned on the 28 March 2019. He tendered a written copy of his CV and career history (exhibit P1). He testified that his pension remuneration consists of a substantial judicial emoluments of approximately SCR 1.7m annual figure in his latter years of office.

[37] He got married to the Respondent on 17 September 1984 and two children were born out of this relationship, Kalyaan, Kavinia Karunakaran. He left the matrimonial home on the 7 July 2020 and their divorce was finalised on the 8 September 2023.

[38] With regards to properties and purchases the principal points of his testimony are that he purchased numerous plots in India, for which he referred to schedule A to his Petition. During the course of his marriage total numerous plots/flats amounted to 13–15 properties, most titled in Respondent's name or jointly. Two Bangalore/Pondicherry units are in son's name. The Chennai/Bangalore/Tiruchi plots were purchased at various dates (1993–2009 etc). He produced Indian search/transfer documents (items P1–P3 etc); translation/admissibility of which were contested.

[39] With regards to properties located in Seychelles, he referred to Schedule B of his Petition, which contains several properties and land which he said he had purchased.

[40] These properties are: J789 (Bel Ombre / Mount Simpson), bought in October 2006 for SCR 1.25 million and financed from his accounts; transferred half to son later, then allegedly to Respondent; V12261, the La Misere / matrimonial home, bought on the 12 November 2010 for SCR 3.85 million plus duty, and renovated extensively by Petitioner; he says in a total sum of approximately SCR 8 million; V12260 (adjacent La Misere land), bought 24 June 2011 at approximately SCR 800,000; H171 situated at Vista Do Mar, Glacis. bought in December 2014 at SCR 2.35 million; paid agent commissions; rental history noted.

[41] He produced many Seychelles transfer deeds, cheque copies, official searches, loan statements (exhibits P11–P19, P26–P37, P31–P34 etc). With regards to Bank accounts, deposits, loans, cash flows, he testified that he had an Isle of Man / Barclays GBP deposits and drafts in which monthly GBP 300 was transferred. A Bank of Baroda (Seychelles) account which was the primary operative accounts, was a link to savings and multiple loan accounts (many loan accounts opened/closed as properties purchased). He produced Baroda loan statements and loan sanction letters (P10, P25, P29, P38); A GBP fixed deposit in Bank of Baroda (joint), deposit receipts (P20/P21/P30) showing GBP foreign deposit; explained as security for loans. The Petitioner testified that he added Respondent's name (either-or-survivor) to the said account.

[42] He stated that he provided most of the funding for purchases through loans, gratuity fixed deposits, transfers and described a system of routing funds into a Baroda savings account and issuing cheques to sellers. He asserts that the Respondent did not materially contribute to loan repayments; he has been repaying outstanding balances (e.g., SCR 2.4 million outstanding on J789 loan referenced).

[43] The witness asked the Court to vest properties he purchased in his sole name (primary case) and as a compromise, in the alternative to allow Respondent to keep certain properties (e.g., Bel Ombre J789) and to give her four of the Tiruchi plots although he had offered Vista Do Mar and Chennai Opulent Gardens to Respondent earlier in testimony inconsistently. Overall he maintains he principally funded all the assets.

[44] The Petitioner admitted signing some documents and putting Respondent's name on many bank accounts/cards and deposit receipts, including giving her ATM/additional cards and allowed joint names. He disputes some of Respondent's claims about where and when inheritance of INR 500,000 went.

[45] Kalaichelvi Karunakaran's, the Respondent's, testimony can be summed up as follows.

[46] She got married on 17 September 1984 and worked as teacher from January 1985 onward in various schools (English teacher, NYS, Plaissance, La Rosiere, Belonie, Independence School). She took periods of leave and had period of unemployment between 1992 to 1994 and other intervals. The final teaching post was at Independence School where she remained from May 2004 until December 2022 and where her salary increased to approximately SCR 20,000–22,000 toward retirement. She gets a pension of SCR 6,651. She obtains occasional tuition income of SCR 1,500 short term.

[47] With regards to the assets; inheritance and India funds, she claimed she inherited INR 500,000 from her father which she said she received in 2004; she testified it was deposited/used for purchases in India, something which is disputed by Petitioner who produced an Indian passbook showing an INR 500,000 credited 16 August 2011 in a joint account with her mother. She produced Indian bank passbook copy (Exhibit P40) and other documentation she says supports her account (but dates/interpretation contested).

[48] With regards to the Properties and purchases, her principal points are as follows.

[49] In India she described multiple immovable properties bought during marriage; property no.3 bought in 1993 via power-of-attorney given to Petitioner's brother and later cancelled (she denies deceitful sale); the bungalow flat situated in Bangalore, bought in 1998 pay part by cash/converted foreign exchange from family salary transfers; maintenance etc., and claimed limited access to the premises as the keys later taken by Petitioner; the Pondicherry flats bought in 2001, registered in son Kalyaan's name initially; property found in Tandianagar/Tiruchi vacant plots purchased in 2006 (found in Schedule 7 & 8 — eight plots total). She testified that INR 500,000 of her inheritance and joint Union Bank funds/cheques used. Purchase price being INR 1.4 million with balance financed by

lien/loan from Union Bank. She claimed that these plots are her hometown property she wants to keep. The Chennai plots (Opulent Gardens bought in December 2009 via Union Bank Chennai joint account. She participated in registration of one of the India properties she offered to give Petitioner.

[50] In Seychelles: with regards to J789 (Bel Ombre), she says she worked on renovation and physical contribution and claims it is on her name and she wants to keep it; acknowledges loans and charges exist; V12261 & V12260 (La Misere parcels): she says they were purchased via loans/joint funds and wants to keep both and give to children (one to Kavinia, one to Kalyaan) and that she lives and occupies the said properties with son and family; H171 (Vista Do Mar): said she contributed SR100,000 (stamp duty) and some bits and pieces and she agreed that the Petitioner largely paid the loan. She offered to allow Petitioner to have H171. Her overall position is that she proposes to keep most Seychelles properties (4 of 5) and hometown India plots (8 plots), and give Petitioner Vista Do Mar H171 and certain Chennai property. She denies she claimed to take "everything" but asks Court to protect children's interests.

[51] With regards to accounts, transfers & financial contributions, she testified that she regularly contributed foreign exchange / drafts (monthly £300) to an Isle of Man account from about 1986 until its closure in March 2016. According to her, records were kept by Petitioner and she produced some drafts evidencing transfers but conceded she lacks full documentary proof of 32 years of transfers. She claimed she placed INR 500,000 inheritance into Union Bank (Chennai) joint account and that some of those funds financed Tiruchi plots but admits some lack of documentary proof in Court because many documents were kept by Petitioner. She produced Indian bank statements (Nouvobanq Exhibit P8), Bank of Baroda FDR/loan-related docs (R49/P21/P30 references), evidence of cheques and receipts for India ancestral-sale cash (Exhibit R40/R41/R42/R43/R44/R45etc). She asserts that Bank of Baroda GBP FDRs were removed/converted/transferred without her knowledge. It is her testimony that she sought bank enquiries and wrote letters — exhibits R4/R5 etc) and alleges lack of transparency by Petitioner regarding joint finances.

[52] She emphasised on what she said was her non-financial contributions. She described significant non-financial contributions: domestic care, travel to India to manage and regulate family and ancestor property sales, organising registrations using power-of-attorney, attending renovation work physically at the La Misere/Bel Ombre properties, coordinating contractors, sewing curtains, providing labour and time and sought the Court to consider non-financial contributions in property division.

[53] She admitted uncertainty as to some precise dates and figures; accepted she lacked full documentary proof in Court of some claimed transfers e.g., long series of £300 drafts. She disputed the Petitioner's characterisation that she made no contributions; gave examples of cash and cheque payments she made, for example stamp duty SCR 100,000 on H171; cheques for some purchases and of foreign-exchange contributions to joint Indian accounts. She also disputed Petitioner's claim that inheritance INR 500,000 credited on the 16 August 2011 in her mother's joint account was the same as her alleged inheritance used for plots.

[54] She seeks the following reliefs from the Court: to award her several Seychelles properties (La Misere parcels, Bel Ombre, J789 etc), the Indian hometown plots and certain Indian properties; sought return of funds/fixed deposit sums (e.g., GBP sums removed), disclosure of full joint bank account information, and compensation for jewellery she sold in the interest of the relationship.

[55] Kalyaan Karunakaran, the son of the two parties, confirmed that the undivided half belonging to his father was transferred to him in Title J789, and he later gave a power of attorney to act on his behalf with regard to this parcel. Thereafter, he transferred his half share to his mother. He testified that he transferred his half share to his mother after coming back to Seychelles as a returning graduate so that he could benefit from the Government Land Scheme. According to him, as his father was the head of the family and he was the one who handled all transactions, in all major decisions with respect to purchase, he would have known about the transactions. This is confirmed by the Respondent.

[56] He then testified regarding his Honda car, which his father bought for him for SCR 443,000 in December 2015, he contributed SCR 120,000 on this sum by helping to pay a loan at the

Bank of Baroda in that sum. He said that his mother contributed in the payment of the car, but no sum was given.

[57] He also gave evidence regarding the La Misere matrimonial property that he said was renovated after its purchase, and that he participated in the repair and maintenance of the house.

<u>The Petitioner's final written submission</u>

[58] Counsel for the Petitioner makes the following final submissions; the application concerns the division and adjustment of matrimonial property under Section 20(1)(g) of the Matrimonial Causes Act. The Petitioner submits that the matrimonial estate was created overwhelmingly through his direct financial contributions, sustained consistently over nearly four decades of marriage. The Petitioner contends that he contributed approximately 98% of all direct financial capital to the matrimonial estate, while the Respondent made only one minor direct financial contribution of SCR 15,000.

[59] The Petitioner acknowledges the Respondent's domestic and childcare contributions, but states these were concentrated in the early years and ceased entirely after 2010, when children became independent. He proposes an equitable division where he receives approximately 80% to 85% of the matrimonial estate, with the Respondent receiving residential property representing 15% to 20% of the estate value.

[60] Section 20(1)(g) of the Matrimonial Causes Act grants broad judicial discretion, which must be exercised judicially, guided by the criteria in Section 20(2) of the Act. Section 20(2) requires consideration of all circumstances, including the financial resources, needs, standard of living, age, duration of marriage, and contributions to the welfare of the family.

[61] Contributions, both direct and indirect, are considered the most critical factor in determining equitable division of matrimonial property. The *Alcindor v Alcindor* precedent established that the principle of Section 20(1) (g) is equity-designed to prevent one party from being destitute while the other is affluent, resulting in a 60% to 40% division where one party contributed more.

[62] The decision in *Esparon v Esparon (supra)* affirmed that there is no mathematical formula for division, but equity requires each party to receive a fair share of contributions, even if legal ownership is solely in one name.

[63] The *Faure v Sinon* principle confirms that equal division is appropriate only when contributions are approximately equal, emphasizing the value of both financial and domestic contributions.

[64] Counsel further submits that, just as domestic contributions must be valued, overwhelming financial contributions must also be protected to prevent unjust enrichment. The *Hoareau v Azemia* principle allows for division of property held solely in one party's name if there is overwhelming evidence of significant contributions from the other party.

[65] Many properties in India are registered solely in the Respondent's name but were allegedly acquired entirely through the Petitioner's financial contributions.

[66] The Petitioner's direct financial contributions are readily quantifiable through documentary evidence, unlike the Respondent's domestic contributions which were temporally limited. The Petitioner is 70 years old, retired, and wholly dependent on the matrimonial estate for his future security and maintenance.

[67] On the other hand, the Respondent enjoys her own pension income and benefited from exclusive, rent-free occupation of the matrimonial home for nearly a decade (2014-2024) without contributing to its maintenance or costs.

[68] It is submitted that the Petitioner's total direct financial contributions are conservatively estimated at SCR 13-15 million, representing 98-99% of all capital injected into the estate. On the other hand, the Respondent's income during the marriage was insufficient to service even one month of mortgage obligations and she chose to send substantial portions of her earnings to family abroad. The Respondent's domestic contributions were valuable during active childcare (first 15-20 years) but diminished significantly as children matured and ceased entirely by 2010. Accordingly, it is argued that an equal or near-equal division in this case would constitute unjust enrichment of the Respondent, as it would be disproportionate to her actual contributions.

[69] Petitioner's proposed division includes specific allocations of properties in India, such as six (6) plots in Trichy, two (2) plots in Mayiladuthurai, and a Bangalore flat to the Petitioner, while two (2) plots in Trichy and two (2) plots in Chennai would remain with the Respondent. The division for properties in Seychelles includes the matrimonial home and vacant land at La Misere, and the Bel Ombre house to the Petitioner, while the Vista Domar, Glacis house goes fully to the Respondent.

[70] It is submitted that the proposed division reflects the Petitioner's overwhelming financial contribution, acknowledges the Respondent's early domestic contributions, and considers the Petitioner's age and need for financial security. The Petitioner requests specific orders for property transfers, professional valuations if needed, and a fixed period for effecting transfers, with the Court's judgment serving as the instrument of transfer if necessary.

The Respondent's final submission

[71] On the other hand, learned counsel for the Respondent makes the following final submissions. The case involves a matrimonial property dispute following a divorce, with the parties having married in 1984 and divorced in 2023. The application is made under section 20(1)(g) of the Matrimonial Causes Act, which allows the court to make property orders considering all circumstances and financial means of the parties, for the benefit of either party or relevant children.

[72] Legal principles emphasize considering "all circumstances," including the standard of living, age, marriage duration, disability, and contributions to family welfare, including home care and lost benefits like pensions. Non-monetary contributions, such as love, effort, and household chores, are recognized as crucial to accumulating matrimonial property and cannot be measured solely in monetary terms. The purpose of property division is to prevent unfair disadvantage to one party due to marriage breakdown and to enable a fair and reasonable standard of living comparable to that enjoyed during the marriage.

[73] It was argued that the Petitioner had a highly successful career, becoming a Supreme Court Judge and earning significant income and benefits, including an average salary of SR 1.7 million per annum, on the other hand the Respondent, a teacher, retired at 68 and now earns

a pension of only SR 6,651 per month due to career breaks. The Respondent consistently transferred virtually all her earnings to joint accounts controlled by the Petitioner, indicating his absolute control over family finances.

[74] The Respondent took three significant career breaks (1985, 1992, 1999-2000) to manage the Petitioner's family and business affairs in India. These career breaks directly resulted in a lower pension for the Respondent, as she was unable to sustain mandatory pension fund contributions. The Respondent's sacrifices and career breaks were crucial in enabling the Petitioner to maintain his employment and advance his career in Seychelles.

[75] Learned Counsel submitted that the Respondent was the sole pillar of care for the family for over 37 years, handling all domestic responsibilities, childcare, and managing the Petitioner's health needs, all while working full-time. The Petitioner enjoyed a pampered domestic life due to the Respondent's efforts until he left the matrimonial home in 2020.

[76] Submission is made that the Petitioner has confiscated the parties' life savings from joint accounts, causing the Respondent financial distress. The Petitioner failed to disclose full financial information and records, which were exclusively in his custody and control, despite requests from the Respondent. The Petitioner confiscated approximately GBP 100,000 (now GBP 165,071 with interest) from joint UK/Seychelles bank accounts, which included direct financial contributions from the Respondent. A note in the Petitioner's handwriting indicated SR 1,120,000 in Indian joint accounts as of December 2018.

[77] Certain queries were raised about the whereabouts of the Petitioner's substantial earnings (SCR 34 million) from his 20-year tenure as a judge. The court is empowered to draw adverse inferences against a party for non-disclosure and may divide known assets unequally to account for hidden assets.

[78] The Respondent's non-financial contributions, sacrifices, and loss of pension earnings in this 37-year marriage are argued to be substantial, warranting a fair distribution of matrimonial properties to ensure her reasonable standard of living.

[79]

Issues for determination

Firstly, who fund the acquisitions of the India and Seychelles properties? Petitioner says he financed all of them via loans and deposits; Respondent asserts she contributed through her salary; foreign exchange and inheritance funds. Secondly, was there non-monetary contributions on the part of the Respondent and what effect were those contribution on the acquisition of the matrimonial properties?

Findings and determination

[80] From the pleadings filed before the Court, I firstly find that this case concerns only the division and adjustment of immoveable property (real property) acquired during the marriage of the parties. Evidence relating to moveable property is hence relevant only to the extent that it is traceable to funding the acquisition, improvement or encumbrance of immovable property. Claims made in testimonies solely concerning the title, ownership or division of moveable property are not before this Court and will not be determined. Hence, this judgment resolves issues arising from the parties' matrimonial property claims concerning real property in India and the Seychelles. I have evaluated the evidence on the balance of probabilities and applied the stated principles governing division of matrimonial property and fairness between spouses.

[81] With regards to credibility, having assessed the entirety of the evidence before me, as tested through cross-examination and having observed the demeanour of the both parties, the Court finds that the testimony of the Petitioner to be consistent, cogent and reliable in many key areas in this case and hence attached truth to it. On the other hand, I find the Respondent's testimony to lack consistency and cogency in certain areas and I choose not to believe it in those areas. The following are the reasons of the Court on this determination on credibility.

[82] The Petitioner's testimony is supported by contemporaneous documentary records admitted or produced in evidence: Bank of Baroda loan statements and sanction letters (P10, P25, P29), deposit/fixed-deposit certificates and transfer receipts (P20, P21, P30), transfer deeds for Seychelles properties (P11, P16, P26, P31) and copies of cheques paying

purchase prices (P17, P18, P27, P34). Those documents consistently show funds flowed from accounts controlled by the Petitioner and loans in his name (or joint loan facilities for which he was the payer).

[83] The Respondent gave multiple, conflicting accounts of key transactions (e.g. three different versions of what happened to the INR 500,000 inheritance; inconsistent dates and employment/salary histories. She repeatedly professed lack of records while simultaneously asserting large, specific financial contributions. When documentary proof was put to her (passbook P40/R34, bank statements, cheque images) she either equivocated or contradicted her earlier accounts. On matters where documentary corroboration was available and produced by the Petitioner (loan balances, cheque payments, bank passbooks), the Respondent failed to produce matching documents or satisfactory reconciliations despite opportunities to do so.

[84] The Respondent admitted in cross-examination (and on the record) that she signed as a guarantor rather than as borrower for several Baroda loans; that the Petitioner remained the active payer of the major loan obligations; and that from mid-2020, the Petitioner alone paid those loans. These concessions align with the payment history shown in the bank/loan records tendered by the Petitioner.

[85] The Respondent claimed long-term transfers (£300 monthly) and substantial contributions to Indian/NRA accounts and property purchases, yet was unable to produce comprehensive bank records or reconciliations in support. Given her low reported teacher salaries for long periods, the Court finds it implausible she independently funded multi-million-rupee purchases without reliable documentary trail or corroboration.

[86] On key points the Respondent's answers were evasive, argumentative, or speculative ("maybe", "I don't recall", "I don't have records"), undermining their weight. The Petitioner's evidence was more coherent, largely consistent with contemporaneous documents, and explained transactions and motives in a straightforward manner.

[87] The Court's overall assessment and effect on disputed issues where the parties' accounts conflict on (a) source of funds for Indian and Seychelles purchases, (b) who repaid bank

loans, and (c) the provenance and movement of specific sums, the balance of credible evidence favours the Petitioner. The Court therefore attributes greater evidential weight to the Petitioner's documentary-backed account and treats the Respondent's uncorroborated assertions and inconsistent statements with caution.

[88] As to the source of funds for acquisition of India and Seychelles properties, the Court finds that the principal finance for acquisition of the properties was provided by the Petitioner. The documentary evidence (loan agreements, cheque payments, Bank of Baroda loan documents, transfer deeds and records of proceeds credited into the petitioner's Baroda (Seychelles) account and fixed deposits used as security) establishes the Petitioner organised loans, large deposits and many of the payments used to acquire the properties.

[89] The Respondent made limited direct financial contributions (small cheques, some stamp-duty payments, tuition income and occasional cash/deposits). Those contributions were real but modest and not supported by documentary evidence sufficient to show sustained large capital contributions.

[90] Joint Indian bank/NRA/NRE accounts and foreign-exchange transfers demonstrate funds flowed through joint or petitioner-controlled accounts; the documentary trail shows the petitioner's central role in arranging financing.

[91] As the court has previously found, the Court's factual inquiry was confined to funds used in relation to immovable property. Documentary evidence, including loan agreements, transfer deeds, cheque payments and bank entries, to the extent that they had been properly exhibited, were evaluated only so far as they traced monies that directly financed the purchase, renovation or mortgages of the properties in the matrimonial pool. Where such tracing has not been established, movable assets have been disregarded for the purposes of dividing immovable property

[92] With regards to the INR 500,000 inheritance, there are two incompatible accounts of what happened to this inheritance. The Respondent's assertion of an INR 500,000 inheritance in 2004 applied to Tuchi plots, and Petitioner's assertion and the documentary passbook showing a credit of INR 500,000 to a joint account of the Respondent and her mother dated

16 August 2011. I have carefully assessed these contradictory testimonies before the court and in the absence of contemporaneous independent evidence proving a 2004 separate deposit and application to the Tuchi purchases, I prefer the documentary passbook entry and timeline. Accordingly, on the balance of probabilities I find that the INR 500,000 reflected in the bank passbook was credited to the joint account noted in the passbook and the evidence does not reliably trace a separate 2004 inheritance retained and applied by the Respondent alone to the purchase of the properties. Consequently, the INR 500,000 is treated as used for the sole benefit of the Respondent instead of being part of the pooled funds used to acquire the properties.

[93] Coming to the Isle of Man GBP transfers and Bank of Baroda GBP FDRs. The Court has come to the following determination; GBP fixed deposits (FDRs) existed, were used as security for loans, and underwent transfers/changes. Relevant bank documents show the deposits were mobilised and that the petitioner was involved in arranging or authorising transfers. The respondent produced credible correspondence and complaints asserting exclusion from transactions and loss of access. Those complaints raise a legitimate concern. On the balance of probabilities I find that the petitioner arranged and derived benefit from conversion/transfer of GBP funds and subsequent loan advances secured on or repaid from those deposits. Whether particular transfers were unauthorised depends on the bank mandate and authority forms; the documentary record of bank authorisations has been examined by the Court to determine lawfulness. The Court finds that transfers occurred with lawful joint authority, they were regular and went towards purchases of the immovable properties.

[94] With regards to the Respondent's non-monetary contributions it is clear that she carried out extensive domestic labour, childcare and homemaking over the course of the parties' long marriage. She also made personal and professional sacrifices, in the best interest of her marriage. That conduct had economic value in enabling the Petitioner's career and his capacity to accumulate wealth. I find that those non-financial contributions are a legitimate and significant factor to be weighed when dividing matrimonial property.

[95] Generally on the balance of probabilities, the Court finds that the bulk of acquisition finance, through loans, large deposits, and foreign-exchange sums used to purchase property were provided by the Petitioner, who had relatively very larger income sources than the Respondent. The Respondent's direct financial input was comparatively small and not proven to be the source of major capital. On the other hand, where assets are shown to have been obtained using joint accounts, joint deposits, or funds traceable through accounts accessible to both parties, and no clear objective tracing of a separate non-matrimonial source exists, those assets form part of the matrimonial pool. Further the Respondent's substantial non-monetary contributions justify a meaningful beneficial allocation despite her relatively limited proven capital contribution

[96] I find that this is a special contribution case, where the lion share of the properties were paid for by the Petitioner. The Court will hence apply the Court's discretion in dealing with high-value divorces and the concept of "special contribution". I hence bear in mind the principle of equal division but acknowledged "special contribution" as a valid reason to deviate from equality in this case, whilst bearing in mind the contribution that the Respondent has brought in kind to the matrimonial pool. Beside her albeit lesser financial contributions, she contributed to the maintenance of the family home, the standard of living prior to the marriage breakdown, the age and duration of the marriage, and contributes to the family's welfare, including non-financial roles like housework and childcare. The Court's intention is to award the Respondent a meaningful share less than an equal division, reflecting her financial evidence and the homemaker contribution; something that would allow her to maintain her current standard of living. This falls in line with Section 20(2) of the Matrimonial Causes Act, which requires consideration of all circumstances, including financial resources, needs, standard of living, age, duration of marriage, and contributions to the welfare of the family.

Final determination

[97] Having regard to (a) the Petitioner's predominant provision of acquisition capital and his bearing of the majority of secured loan liabilities; and (b) the Respondent's long-term

homemaker and childcare contributions, based on the aforementioned principles; the Court will divide the net matrimonial assets as follows;

[98] The Respondent is awarded exclusive beneficial ownership of V 12260 and the matrimonial home found thereon and the adjoining property, parcels V12261, respectively. Accordingly, the Petitioner shall transfer his undivided half share to the Respondent in respect of immovable properties V12261 and V12260, specified as Serial Nos: 2 and 3 in SCHEDULE B of the Petition, situated at Belle Vue, La Misère, Mahe. The Respondent shall acquire the properties free from any encumbrances.

[99] The Petitioner is awarded exclusive beneficial ownership all the other properties in Seychelles or India and the Respondent shall transfer to the Petitioner her total or half shares, where applicable, in all of them, as listed in Schedule A and B to the Petition, except the immovable property specified as no 6 in Schedule A of the Petition, described as two adjacent plots of land No 44 and 45 measuring 2400 sq.ft registered in Kalyaan Karunakaran's name located in Pondicherry, India. The Petitioner shall acquire the properties free from any encumbrances.

[100] Accordingly, the Respondent is to transfer to the Petitioner, free of encumbrances, the following properties as found in Schedule A of the Petition, located in India:

(a) Two immovable properties, specified as Serial No. 3, described as two plots of adjacent lands R. S No: 336/1 measuring an area of 2616 Sq. ft. and R. S No: 336/8 measuring an area of 4740 Sq. ft, total area 7356 Sq. Ft, which now stand registered in Respondent's sole name, situated at the Petitioner's ancestral town, Mayiladuthurai, Tamilnadu, India;

(b) Serial No. 5 described as two-bedroom flat: No:4C5, Malnad Regency at 1000 Sq. Ft, which now stands registered in Respondent's sole name, situated at Kagadasapura Main Road, Vignanagar/Maruti Nagar, Bangalore, India;

(c) Eight (8) immovable properties described as Serial No: 7 and 8, namely: 4 plots of land –Nos: 37, 38 85 & 86 more specifically No 37 =2400 Sq. ft, No 38 =2400 Sq. ft, No 85 +2400 Sq. ft, & No 86 = 2400 Sq. ft and, 4 more plots of land nos: 104, 105/103, 111/113 & 112 more specifically, No 104 =1750 Sq. ft, No 105/103 =1750 Sq. ft, No

111/113 = 2100 Sq, ft, and No 112 =2100 Sq. ft, all situated at Thangaya Nagar Housing estate, Trichirappalli;

(d) Serial No. 9, namely two plots of land – Nos 53 & 54 with total area of 3675 Sq. ft at Opulent Gardens, Chennai, Housing Estate, Tamilnadu, India.

[101] Accordingly, also, the Respondent is to transfer to the Petitioner, free of encumbrance, the following properties as found in Schedule B of the Petition, located in Seychelles:

(a) the immovable property J789, specified as Serial number 1 situated at Mount Simpson, Bel Ombre, Mahe; and

(b) her undivided half share in H171 specified as Serial No: 4 in SCHEDULE B, situated at Vista Do Mar, Glacis, Mahe.

[102] The Petitioner and the Respondent shall be responsible for all cost of their transfer, including payment of the transfer fee and the stamp duty, where these are required in these orders.

[103] The Petitioner and the Respondent shall carry out their respective transfers within a period of 30 days from the delivery of this judgment.

[104] The Registrar of Lands is ordered to amend the Land Register in accordance with these Orders.

[105] The court will not make any award on cost.

Signed, dated and delivered at Ile du Port on 19th March 2026

Govinden CJ