IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 43

Divorce (Transferred) No 4485 of 2022

Between

XFD

… *Plaintiff*

And

XFE

… *Defendant*

JUDGMENT

[Family Law — Matrimonial assets — Division]
[Family Law — Maintenance — Wife]
[Family Law — Maintenance — Child]

Version No 1: 11 Nov 2024 (19:33 hrs)

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

XFD
v
XFE

[2024] SGHCF 43

General Division of the High Court (Family Division) — Divorce (Transferred) No 4485 of 2022
Choo Han Teck J
10, 24 October 2024

11 November 2024 Judgment reserved.

Choo Han Teck J:

1 The plaintiff (the "Husband"), aged 58, is a citizen of the United Kingdom ("UK") and held a Singapore Permanent Resident ("PR") status. It is not known if he is still a Singapore PR. He currently lives in the United States, and intends to return to the UK in the future. He used to work as a director of a higher education institute in Singapore, earning a net monthly salary of S$25,428.42, but he is now retired. He claims that he decided to retire early "to manage his stress levels, in a bid to manage his underlying health issues such as high blood pressure". The defendant (the "Wife"), a homemaker aged 53, is a Singapore citizen. She became a homemaker two months before she gave birth to the parties' son, and now works as an early childhood educator, earning a net monthly salary of S$1,280. They married on 16 June 2001. Their son is aged 22 this year and is studying in a prestigious UK university on a scholarship. The Husband moved out of the home on 28 February 2021 and commenced divorce

proceedings on 28 September 2022. Interim judgment ("IJ") was granted on 10 May 2023.

Division of matrimonial assets

2 The parties agree on the value of the quantifiable assets, which I accept:

Subtotal for assets under Husband's name	**Subtotal for assets under Wife's name**	**Subtotal for joint assets**
S$1,339,111.24	S$3,747,579.84	S$1,652.51
Total: **S$5,088,343.59**		

3 The Husband points out that the Wife had failed to declare the value of three of her insurance policies. She produced screenshots of her policies which showed the next premium amount and next premium due date, but did not provide the surrender values of these insurance policies. Two of these policies are hospitalisation policies, and the remaining one is an accident protection policy. But such policies do not have surrender values, and thus do not have an asset value. A breach of the duty of full and frank disclosure alone does not in itself require a court to draw an adverse inference. An adverse inference is also not meant to punish a party for failing to make full and frank disclosure: *WLL v WLM* [2023] SGHCF 19 at [7]. Hence, the court would usually not draw adverse inferences against a party who fails to disclose "assets" of no value — as in this case.

4 The Husband says that the matrimonial assets should be split 65-35 in his favour. The Wife asks for a 50-50 split. For the purposes of division, the parties agree that this was a single-income marriage. I agree. Other than intermittently giving tuition, the Wife did not work during the marriage, and only started working after the Husband left the matrimonial home. Hence, *ANJ*

Version No 1: 11 Nov 2024 (19:33 hrs)

v ANK [2015] 4 SLR 1043 ("*ANJ v ANK*") does not apply. Instead, as per *TNL v TNK* [2017] 1 SLR 609 ("*TNL v TNK*"), the court will refer to the trend of asset-division in past cases of single-income marriages. For marriages of around 15–18 years, the homemaker wife is generally awarded about 35% to 40% of the matrimonial assets: *BOR v BOS and another appeal* [2018] SGCA 78 ("*BOR v BOS*") at [113]. For marriages of 26 years and more, an equal division is generally regarded as more equitable: *BOR v BOS* at [111]. Accordingly, my view is that for marriages between 18–25 years, it would be appropriate to award the homemaker wife around 40–50% of the matrimonial assets. The exact percentage to award depends on the facts, including but not limited to the extent of the Wife's indirect contributions. I would add that these percentage-ranges are merely heuristics and should not be viewed as strict rules. For instance, in an appropriate case, the court may well decide to award a percentage higher than 40% for a marriage of 18 years. Facts, rather than categories or labels, should drive the division process: *WUI v WUJ* [2024] 5 SLR 979 at [52].

5 In this case, the marriage lasted about 21 years. The Husband's direct and indirect financial contributions are much more than the Wife's. But that is to be expected since the Husband's earning power are similarly more than the Wife's. In dividing the matrimonial assets in single-income marriages, the court places less weight on financial contributions than it would under the approach in *ANJ v ANK*. Indeed, the approach in *TNL v TNK* is precisely meant to prevent a non-working spouse from being doubly disadvantaged (in terms of direct and indirect financial contributions) in the division process: *TNL v TNK* at [44]. In contrast, I find that the Wife's indirect non-financial contributions were much greater than the Husband's. The Husband admits that his work as a senior lecturer and consultant required him to travel extensively, for around three out of every six months, or more often than that. He attempts to justify himself by

Version No 1: 11 Nov 2024 (19:33 hrs)

saying that he considered changing jobs but did not do so as the family was entirely financially dependent on him and so job security was imperative. It is not a Family Courts' function to find fault with any party. Its task is simply to assess the parties' contributions. Here, the Wife had to take care of the entire family, including a son in his growing-up years, on her own for extended periods of time. Although the Wife received support from part-time and full-time helpers at different points in time, her task of managing the household and bringing up the son remained a difficult one. I nonetheless note that the Husband involved himself more with his son as the latter grew older, as they had slightly more topics to talk about and he had left his previous job.

6 Using the broad-brush approach, and what I had stated at [4] above, I order a 55-45 split in favour of the Husband. The Wife is entitled to S$2,289,754.62, and the Husband, to S$2,798,588.97. To this end, I order that the parties' joint HSBC account (which is the parties' only joint asset) shall be closed and the Husband shall retain the money therein. The matrimonial home shall be sold within six months from the date of this Judgment. From the proceeds, the Husband shall be entitled to S$1,457,825.22 (the difference between the value of the assets in his name currently plus the money from the joint HSBC account, and the value of what he is entitled to). This, however, is assuming that the matrimonial home is sold at S$3.6m (as per the valuation report which the parties adopt). If it is sold at a different price, the Husband and Wife will share the profits or losses (against the price of S$3.6m) in the ratio of 55-45 respectively. The parties shall also contribute, at the same ratio, towards all fees incurred from the sale. The Wife shall refund to her Central Provident Fund ("CPF") account the sum of money which she withdrew to contribute to the downpayment, plus accrued interest.

Version No 1: 11 Nov 2024 (19:33 hrs)

Spousal maintenance

7 Next, the Wife asks for a "fair and just lump sum maintenance" from the Husband, but did not propose any quantum. She says that she needs the money because she can barely sustain herself with her income and personal savings. According to her, her take-home monthly salary is only S$1,280 a month, and the freelance work that she does gives her about S$1,000 to S$1,300 a month. Moreover, the assets in the Wife's name (apart from the matrimonial home) are in the form of CPF savings and insurance policies which are not liquid assets that she can use. She also alleges that the Husband has stopped giving the Wife any maintenance since April 2023, which the Husband does not deny.

8 The Husband proposes that he pays the Wife no maintenance. First, the Wife was an audit executive in the early years of the marriage, and a trained accountant. She thus has the necessary qualifications for accountancy-related jobs which pay between S$3,500 to S$4,000 per month. Second, there are discrepancies in the Wife's position on her income. She says that she works for Company A for S$1,280 a month, but her payslips and salary in the form of bank transfers were issued by Company B instead. Next, the Husband notes that the Wife claims that her ad hoc tuition income ranges from S$200 to S$300 per month but that she had to cease tutoring after commencing full-time employment as an early childhood educator in January 2023. However, the Husband observes that her bank statements show that she still received side income after January 2023. He says that her total average monthly income over January 2023 to March 2023 was S$2,805.96. Furthermore, before January 2023, the Wife earned an average income of S$2,146.67 per month from her ad hoc jobs. Third, the Husband is retired and has no steady stream of income. Lastly, the Wife will be receiving a substantial sum from the division of matrimonial assets.

Version No 1: 11 Nov 2024 (19:33 hrs)

9 The evidence suggests that the Wife has been continuing her side jobs even after full-time employment – indeed, she admits that her freelance works garners about S$1,000 to S$1,300 a month. She has also not explained why she is receiving her salary from Company B instead of Company A. I am prepared to accept that the Wife currently has an earning capacity of at least S$2,800 per month. I agree with the Husband that the S$2,289,754.62 that she will receive from the matrimonial assets will help tide her through the rest of her days. Nonetheless, as some of her assets are illiquid, she may need temporary relief to ease transitional issues from the divorce, including finding a new home. The Husband's early retirement seems to me to arise from his own choice rather than necessity. He cannot rely on it to avoid paying maintenance altogether. Moreover, the Husband ought to have maintained the Wife from April 2023 to the date of this Judgment.

10 To determine how much maintenance the Husband should pay the Wife, I now ascertain the Wife's reasonable expenses.

S/N	**Expense**	**Proposal (S$)**		**Court's decision (S$)**
		Wife	**Husband**	
1	Insurance (AIA)	250	100	177 (sum of monthly insurance payments exhibited in the Wife's affidavit dated 13 August 2024, but excluding the son's policies)
2	Electricity and utilities	295	288.61	290
3	Property tax / Housing maintenance	110	100	100

Version No 1: 11 Nov 2024 (19:33 hrs)

S/N	Expense	Proposal (S$)		Court's decision (S$)
		Wife	**Husband**	
4	TV and landline phone	150	68.20	100 (rounded up from the sum in the Wife's affidavit dated 13 August 2024)
5	Food	1,200	500	500
6	Groceries		300	300
7	Transport	100 to 150	200	200
8	Hairdresser + Hair product	100	0	50 (100 is too luxurious)
9	Entertainment / Miscellaneous	600	200	200
	Medical / Dental	200	100	25 (no need to frequent these places monthly)
	Health supplements	-	-	-
Total				S$1,942

11 As the court's power to order spousal maintenance under s 113 of the Women's Charter 1961 (2020 Rev Ed) ("WC") is supplementary to the division of assets, our courts regularly consider the value of assets to which the Wife is entitled after division when assessing the appropriate quantum to be ordered: *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 at [26]. As explained at [9]

Version No 1: 11 Nov 2024 (19:33 hrs)

above, the sum which the Wife will receive from the matrimonial assets can support her for the rest of her life. However, the Wife will still need some assistance to transit out of divorce. What is required is a lower monthly quantum and for maintenance to run for a fixed period of years only. Using the broad-brush approach, I thus order that the Husband pay the Wife S$1,000 per month for the next two years in a lump sum, as well as for the period from April 2023 to September 2024 (the date of the ancillary matters hearing was 10 October 2024). This adds up to 42 months, for a lump sum of S$42,000.

Maintenance for the son

12 The Wife also asks for "a fair and just lump sum maintenance for the [son]" to bring him through his university education. However, the Husband's counsel submits that the court has no power to order maintenance for the son because the son is now above 21 years old. Counsel first refers to s 127 of the WC, which provides:

> Power of court to order maintenance for children
>
> 127.—(1) During the pendency of any matrimonial proceedings or when granting or at any time subsequent to the grant of a judgment of divorce, judicial separation or nullity of marriage, the court may order a parent to pay maintenance for the benefit of his or her child in such manner as the court thinks fit.
>
> (2) The provisions of Parts 8 and 9 apply, with the necessary modifications, to an application for maintenance and a maintenance order made under subsection (1).

13 The Husband's counsel then refers to s 122 of the WC, which defines "child" in this section as a child of the marriage below 21 years old. This, counsel submits, means that s 127(1) of the WC does not confer on the court the power to order maintenance for a child above 21 years old. I disagree. The Court of Appeal ("CA") in *AXM v AXO* [2014] 2 SLR 705 at [33] has held that s 127 of the WC is merely a procedural provision which brings into operation the

Version No 1: 11 Nov 2024 (19:33 hrs)

provisions of Part 8 and Part 9 of the WC in divorce proceedings. The substantive obligation of parents to maintain their children is found in s 68 of the WC, under Part 8 of the WC. The court's power to make orders pursuant to this obligation is found in the same Part, at s 69 of the WC. Under s 69(2) of the WC, the court may make an order for child maintenance "on due proof that a parent has neglected or refused to provide reasonable maintenance for his or her child who is unable to maintain himself or herself". But this must be read with s 69(5) of the WC:

> (5) The court shall not make an order under subsection (2) for the benefit of a child who has attained 21 years of age or for a period that extends beyond the day on which the child will attain that age unless the court is satisfied that the provision of the maintenance is necessary because —
>
> (*a*) of a mental or physical disability of the child;
>
> (*b*) the child is or will be serving full-time national service;
>
> (*c*) the child is or will be or (if an order were made under subsection (2)) would be receiving instruction at an educational establishment or undergoing training for a trade, profession or vocation, whether or not while in gainful employment; or
>
> (*d*) special circumstances, other than those stated in paragraphs (*a*), (*b*) and (*c*), exist which justify the making of the order.

14 Section 69(5)(*c*) of the WC thus grants the court the power to order maintenance for a child above 21 years old who is attending university. This also implies that a parent's obligation to maintain a child extends to when the child is in university, but with adjustments made for other sources of income such as scholarships and bursaries: see the CA decision of *BON and others v BOQ* [2018] 2 SLR 1370 ("*BON v BOQ*") at [15]. It would seem that under s 69, an application for child maintenance may be made at any time, as long as the

Version No 1: 11 Nov 2024 (19:33 hrs)

applicant shows due proof that a parent has refused or neglected to reasonably maintain the child.

15 The question then is whether s 127 read with s 122 of the WC prevents the court from exercising its power under s 69(5) of the WC in divorce proceedings. In my view, it does not. As explained above, s 127 is a procedural provision, meant to clarify that in divorce proceedings, the court may wield its general powers in Part 8 and Part 9 of the WC, including s 69 of the WC. That being the case, s 127 is not the source of the court's power to grant child maintenance in divorce proceedings. Section 69 of the WC is the source of that power and s 127 merely reflects that power. As a procedural provision, s 127 does not, and indeed cannot, curtail the court's power under s 69 of the WC. Nor does it exclude the parents' duty to maintain a university-going child who is above 21 years old (see [14] above).

16 Moreover, the Husband's counsel's interpretation of s 127 read with s 122 of the WC would lead to absurd outcomes. Crucially, s 127 does not only apply in divorce proceedings; it also applies pending such proceedings and "at any time subsequent to the grant of a judgment of divorce". This would include the time after divorce proceedings have ended. Assuming that the Husband's counsel's interpretation is correct, the court would have no power to grant maintenance to a child above 21 from the moment that divorce proceedings become pending, no matter who applies for it. This would render s 69(5) of the WC almost entirely nugatory. To illustrate, a university-going child above 21 whose breadwinner father refuses to support him would be left to fend for himself throughout and even after divorce proceedings — at the time when he needs maintenance the most. In my view, Parliament could not have intended such an absurd outcome.

Version No 1: 11 Nov 2024 (19:33 hrs)

17 The Husband's counsel cites *WLA v WLB* [2023] SGFC 8 and *VYT v VYU* [2021] SGFC 129 in support of the Husband's position. For the reasons explained at [13]–[19] above, I respectfully decline to follow these cases in so far as they hold that s 127 of the WC restricts the court from granting maintenance to a child above 21.

18 Thus, even in divorce proceedings, s 127 of the WC does not restrict the power of the court under s 69 of the WC to order maintenance for a child above 21 years old in prescribed circumstances.

19 The Husband's counsel also submits that the son, not the Wife, ought to apply for his own maintenance for university. Counsel refers to s 69(3) of the WC, which provides:

> (3) An application for the maintenance of a child under subsection (2) may be made by —
>
> > (*a*) any person who is a guardian or has the actual custody of the child;
> >
> > (*b*) where the child has attained 21 years of age, by the child himself or herself;
> >
> > (*c*) where the child is below 21 years of age, any of his or her siblings who has attained 21 years of age; or
> >
> > (*d*) any person appointed by the Minister.

However, s 69(3) of the WC does not say that the only person who may apply for maintenance for a child above 21 is that child itself. It merely lists the people who are allowed to apply for maintenance for a child. It does not matter whether the child is above or below 21; the meaning of "child" in s 69(3) of the WC is not limited to a child below 21 years old. In my view, if the child who is above 21 satisfies one of the conditions in s 69(5) of the WC, a parent has the right to apply for maintenance for that child.

Version No 1: 11 Nov 2024 (19:33 hrs)

20 The Husband notes that the son is receiving a scholarship which grants him a monthly allowance of £1,550 for accommodation, food, transport, academic expenses and other personal expenses. He had also previously provided the son with £34,000 to cover the son's "additional discretionary expenditure", and apparently told the son that he is at liberty to ask for more money should he require further sums on an ad-hoc basis. The Husband's counsel submits that the son's expenses during university can be fully covered by the scholarship and the Husband's provision of "discretionary sums". But the Husband's willingness to provide "discretionary sums" is irrelevant to the issue on whether he should be ordered to pay child maintenance. The parties, including the Husband, have a duty to pay reasonable maintenance to their son: see ss 68 and 69(2) of the WC. Once the court determines the son's reasonable expenses, the parties must pay that sum. The parties are free to pay more than that sum, but they have no discretion to refuse paying that sum.

21 The Wife claims that the sum of £1,550 is not enough after subtracting the costs for accommodation. The Wife's counsel indicated that the son's accommodation costs were £616.66. This leaves £933.34 per month for the rest of his expenses. Given where the son is studying and living, that suffices for him if he spends moderately. Hence, I find that £1,550 covers the son's reasonable expenses. However, both parties should pay for the son's insurance policies. These amount to S$229.02 per month (see the Wife's affidavit dated 13 August 2024 at pp 20–21). The Husband shall pay 89% of this sum per month for three years (*ie*, the duration of the son's university education) as a lump sum totalling S$7,338 (rounded up) to the Wife, who shall be responsible for making payments to cover the son's insurance premiums.

Version No 1: 11 Nov 2024 (19:33 hrs)

22 To carry out my orders on maintenance, I order that the Husband shall pay the Wife the sum of S$49,338 (*ie*, S$42,000 + S$7,338) out of his share of the proceeds from selling the matrimonial home.

23 The parties have dealt with all other ancillary matters by consent. They are to bear their own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Dorothy Tan Xuan Qi and Athelia Ong Kai Qi (PKWA Law Practice LLC) for the plaintiff;
Lim Bee Li (Chevalier Law LLC) for the defendant.

Version No 1: 11 Nov 2024 (19:33 hrs)