

1. This judgment DOES need redaction.
2. Redaction HAS been done.

Kow Keng Siong
District Judge
4 March 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 25

Divorce No. 1496 of 2023
HCF/DCA 88/2025

Between

XJK

... Plaintiff

And

XJL

... Defendant

JUDGEMENT – ANCILLARY MATTERS

***Family Law** – Matrimonial assets – Division – Bank accounts in joint names with third party – Wife contending that funds in bank accounts in joint names of the Husband and his mother were matrimonial assets – Husband’s mother claiming that the funds belonged to her entirely – Husband’s mother deciding against applying for a stay of the ancillary matters proceedings or for a declaration of her interests in the bank accounts – Whether court can determine if the funds belong to the Husband’s mother entirely*

***Family Law** – Matrimonial assets – Division – Bank accounts in joint names with third party – Wife contending that funds in bank accounts in joint names of the Husband and his mother were matrimonial assets – Burden of proof*

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XJK

v

XJL

[2025] SGFC 25

Family Court – Divorce No 1496 of 2023 (Ancillary Matters)

District Judge Kow Keng Siong
16 January, 4 and 27 February 2025

4 March 2025

District Judge Kow Keng Siong:

Introduction

1 The parties were married in May 2015 and have a 9½-year-old son (born in August 2015) (“**Son**”).

2 The Wife commenced divorce proceedings in March 2023. The parties were able to resolve many of the ancillary matters by mutual agreement. An interim judgement – which incorporates the terms of their agreement – was granted by consent on 6 November 2023.

3 The parties were however unable to agree on how their matrimonial assets should be divided. This issue came before me for a resolution.

Applicable approach

4 It is common ground that the matrimonial assets should be divided based on the “structured approach” enunciated in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”). (In the present case, the marriage had lasted for about 8½ years. Save for about 15 months when the Wife stopped working to take care of the Son after his birth, the parties had a dual income marriage.¹)

5 Under the “structured approach”, I will need to first identify and value the matrimonial assets. Thereafter, I will have to divide the assets after taking into account each party’s –

- (a) direct/financial contributions towards “the acquisition or improvement of matrimonial assets” and
- (b) “indirect contributions to the well-being of the family”: *XDZ v XEA* [2024] SGFC 90 (“*XDZ*”) at [29].

6 I will now apply the “structured approach” to the present case.

The Flat

Value of the asset

7 I begin with the matrimonial flat (“**Flat**”). It is currently being occupied by the Husband and Son – the Wife had left the Flat on 15 December 2022.

¹ Husband’s Affidavit of Assets and Means dated 9 January 2024 at [22.3]; Plaintiff’s Affidavit of Assets and Means dated 18 October 2024 at [40].

8 The Flat is subject to HDB’s minimum occupation period (“**MOP**”) requirement. It can be sold only after 9 October 2025.² Given the MOP requirement, there is currently no transaction in the resale market that can be considered to value the Flat.

9 In the circumstances, I assessed the value of the Flat by subtracting the parties’ outstanding loan from HDB to purchase the Flat (“**outstanding loan**”) (about \$90,332.03³) from its purchase price (\$312,500.00). Applying this approach, I valued the Flat at \$222,167.97:

	Item	Value
(a)	Flat’s purchase price (as of October 2015)	\$312,500.00
(b)	Outstanding loan (as of 27 February 2025)	\$90,332.03
(c)	Flat’s value ((a) minus (b))	\$222,167.97

² See Wife’s affidavit dated 18 January 2024 at [10(ii)]; Husband’s affidavit dated 9 January 2024.

³ The parties have provided the value of the outstanding loan in 2023. They did not provide the loan’s current value. In principle, the value of the outstanding loan *as at the date of the ancillary hearing* (i.e., February 2025) should have been used: see e.g., *WOZ v WOY* [2024] SGHCF 11 at [1] and [2]; *VWM v VWN* [2023] 1 SLR 1253 at [14]. I assessed the current value of the outstanding loan to be about \$90,332.03. I have arrived at this value based on (a) minus (b):

- (a) Outstanding loan as of 30 December 2023: \$101,966.03 (based on data provided by the Wife).
- (b) Payments made towards outstanding loan from January 2024 to February 2025: \$11,634.00 (based on \$831/month x 14 months).

The figure of \$831/month is based on the fact that the parties make monthly payments from their CPF accounts towards the outstanding loan. The monthly payments are \$573 (by the Wife) and \$258 (by the Husband): Plaintiff’s Affidavit of Assets and Means dated 18 January 2024 at [10(vi)]; Husband’s Affidavit of Assets and Means dated 9 January 2024 at [21.1].

Parties' direct contributions to the Flat

10 I find the parties' direct contributions towards the Flat to be as follows:

	Item	Wife	Husband
(a)	CPF contributions (principal + interests) (as of February 2025)	\$110,737.27 ⁴	\$146,390.09 ⁵
(b)	Cash contributions	\$0	\$2,000.00 Option money for the Flat
(c)	Expenses incurred to make the Flat habitable	\$16,056.01 Renovation ⁶ as well as Furniture & appliances ⁷	\$26,520.00 Renovation, furniture & appliances
(d)	Total financial contributions by each party (sum of (a) to (c))	\$126,793.28	\$174,910.09

11 In coming to the above finding, I am mindful that the following evidence has been disputed:

⁴ This is based on (a) \$103,085.27 (as of January 2024 – information provided by Wife) + (b) \$7,652 (from February 2024 to February 2025). The figure in (b) is based on [\$573/month x 13 months] x 2.5% interest p.a.

⁵ This is based on (a) \$142,672.09 (as of December 2023 – information provided by Husband) + (b) \$3,718 (from January 2024 to February 2025). The figure in (b) is based on [\$258/month x 14 months] x 2.5% interest p.a.

⁶ The amount is \$5,401.60: Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [30].

⁷ The amount is \$10,654.41: Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [32].

(a) The Husband's evidence that he had paid \$2,000 as option money for the Flat: see [10(b)] above.⁸

(b) The Wife's evidence that she had paid (i) \$5,401.60 towards the Flat's renovation and (ii) \$10,654.41 for its furniture & appliances – totalling \$16,056.01: see [10(c)] above.

12 I see no reason to disbelieve the above evidence. In any event, even if I am wrong and the disputed payments had not been made, this will not materially affect the parties' share of direct contributions towards the Flat. This is because the disputed payments are not significant when compared to the rest of their total contributions: see [49] below.

Funds in CPF accounts

13 I now turn to second class of assets held by the parties – funds in their CPF accounts.

14 The value of these assets are as follows:

	CPF account	Wife	Husband
(a)	Ordinary	\$13,355.98 (as of 8 Jan 2024)	\$8,861.73 (as of 6 Dec 2023)
(b)	Special	\$31,317.33 (as of 8 Jan 2024)	\$43,451.35 (as of 6 Dec 2023)
(c)	Medisave	\$23,585.72 (as of 6 Dec 2023)	\$31,840.13 (as of 6 Dec 2023)
(d)	Total amount in each party's accounts	\$68,259.03 (as of 8 Jan 2024)	\$84,153.21 (as of 6 Dec 2023)

⁸ Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [14].

(e)	Total amounts in both parties' account (sum of the parties' contributions in (d))	\$152,412.24
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Funds in bank accounts

15 I now move on to another class of assets held by the parties – bank accounts.

Bank accounts in sole name

16 The values of these assets in the parties' sole name are as follows:

Bank accounts in the Wife's sole name		Balance
(a)	POSB 404 XXX	\$1,318.01 <small>(as of 31 Dec 2023)</small>
(b)	OCBC 557 XXX	\$15,176.81 <small>(as of 30 Nov 2023)</small>
(c)	Total: (a) + (b)	\$16,494.82

Bank accounts in the Husband's sole name		Balance
(d)	POSB 030 XXX	\$1,276.70 <small>(as of Oct 2023)</small>
(e)	OCBC 501 XXX	\$1,516.69 <small>(as of Nov 2023)</small>
(f)	UOB 420 XXX	\$1,724.39 <small>(as of Nov 2023)</small>
(g)	Total: (d) + (e) + (f)	\$4,517.78

17 The total value of the bank accounts in the parties' sole name is **\$21,012.60** – i.e. sum of [16(c)] and [16(g)] above.

CDA account

18 The Wife has a CDA account (OCBC 690 XXX) with the Son. It has a balance of \$5,491.07 as of 29 February 2024. The Wife submitted that the funds in this account should not be divided as they are meant for the Son's educational and healthcare expenses.⁹

19 The Husband did not raise any objection to the Wife's submission.

20 Accordingly, I excluded OCBC 690 XXX from division.

Joint Accounts

Value of the assets

21 Next, I come to the following bank accounts which are held in the Husband and his mother's joint names ("**Joint Accounts**").

Joint Accounts		Balance
(a)	POSB 027 XXX	\$2,299.47 (as of Dec 2023)
(b)	UOB 314 XXX This is a fixed deposit account. The account had \$50,000. The funds were withdrawn and the account closed in August 2023 when the fixed deposit matured	\$0.00
(f)	UOB 908 XXX	\$13,087.84 (as of Mar 2023)

⁹ Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [20].

Parties' position

22 The issue of whether the funds in the Joint Accounts are matrimonial assets is hotly contested.

(a) According to the Husband, the relevant funds belong to his mother “entirely” and are thus not matrimonial assets.¹⁰ His mother has filed affidavits to support this position.

(b) On the other hand, the Wife submitted that the relevant funds belong entirely to the Husband. She further submitted that he had made several withdrawals from the Joint Accounts to avoid their division.¹¹

Third party interest – the Husband's mother

23 As a preliminary point, I note that there is a third-party who has an interest in the Joint Accounts – the Husband's mother.

24 In the circumstances, the following bears highlighting:

(a) Section 112 of the Charter does not confer power upon a court either (i) to adjudicate a claim by a third party to an alleged matrimonial asset or (ii) to make orders against the third party in respect of that asset: *UDA v UDB* [2018] 1 SLR 1015 (“*UDA*”) at [28], [29] and [31] to [34].

(b) Where a third party wishes to directly assert his/her rights to an alleged matrimonial asset, that party should commence independent

¹⁰ Husband's Affidavit of Assets and Means dated 9 January 2024 at [12]; Husband's 2nd Affidavit (Ancillary Matters) dated 18 September 2024 at [7] and [9].

¹¹ Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [25].

civil proceedings against either or both spouses for a declaration as to his/her interest and other relief. The third party can also apply to intervene in the s 112 proceedings – for the sole purpose of notifying the court of his/her interest and of applying for a stay. When faced with such an application, the court ought to stay the s 112 proceedings: *UDA* at [54] and [55].

The mother does not intend to intervene

25 In the present case –

(a) The Husband’s mother had asserted that the funds in the Joint Accounts belonged to her entirely.

(b) The Husband’s mother had however decided not to file a stay application. Neither does she intend to apply for a declaration that the funds in these accounts belong to her beneficially. She had made this decision because of her age (she is about 81 years old)¹² and her health condition.

(c) The Husband’s mother had expressly stated on affidavit that she is prepared for me to make a fair and just decision in the proceedings between the Husband and the Wife. According to the mother, she had submitted in evidence all the relevant documents in her possession to prove that all the funds in the Joint Accounts belong to her.¹³

¹² Mother’s affidavit dated 19 August 2024 at [1].

¹³ Mother’s affidavit dated 22 January 2025 at [2] and [3].

Power to make factual findings v Power to make binding orders

26 In deciding how to proceed in this matter, I found the following guidance from *UDA* to be instructive:

(a) If a court is notified of a third party's claim to an alleged matrimonial asset but no separate legal action has been commenced, then the options available to the court will depend on the legal ownership of the property and whether the spouses seek a binding order over the property or the third party: *UDA* at [53] and [55].

(b) If the property is legally owned by one of the spouses who claims to hold it on trust for the third party, the court can determine whether the property is a matrimonial asset without involving the third party at all if no order is sought by or against the third party directly: *UDA* at [58].

(c) However, if an order binding the third party is sought, then a separate set of proceedings will have to be issued: *UDA* at [58].

27 Based on the above, I can determine whether the funds in the Joint Accounts belong to the Husband's mother entirely – so long as I do not make binding orders against her. If the Wife wishes to seek such orders, then she will have to commence separate proceedings against the Husband's mother. Presumably, the Wife will only do so if I find that the relevant funds belong entirely to the Husband.

Burden of proof

28 In determining to whom do the funds in the Joint Accounts belong to, I took the following approach.

(a) Based on first principles, as a joint account holder, the Husband has a legal (and by inference, a beneficial) interest of the funds in the Joint Accounts.

(b) In the absence of evidence to the contrary, funds in a joint account belong to the account holders in equal proportions: *Timing Ltd v Tay Toh Hin* [2021] 4 SLR 1040 at [18]; *WWM v WWN* [2024] SGHCF 27 at [14]. In other words, the Husband is presumed to be the beneficial owner of half the funds in the Joint Accounts.

(c) Given the above, the burden of proof is thus as follows:

(i) The Husband has the burden to prove *his case* that all the funds in the Joint Accounts belong to his mother and not to him.

(ii) The Wife has the burden to prove *her case* that the Husband's mother has no beneficial interest in the relevant funds whatsoever, and that they belong entirely to the Husband.

(iii) Additionally, the Wife has the burden to prove *her case* that the Husband had dissipated the relevant funds from the Joint Accounts to avoid their division in the divorce.

29 Applying the above principles, I find that the Joint Accounts are not matrimonial assets and are thus not liable for division. Let me explain.

POSB 027 XXX

30 I find that the Husband has rebutted the inference that he has beneficial interests in the funds in POSB 027 XXX. I come to this finding based on the following.

(a) *First*, it is not disputed that his mother had opened the account. According to the mother, the Husband did not contribute any fund in the account. The mother's evidence is supported by the evidence. The bank records for POSB 027 XXX show that the account had (i) \$54,750 on 27 May 1994¹⁴ and (ii) \$75,436.23 on 31 December 1999.¹⁵ At the material times, the Husband was only 16 years old (1994) and 21 years old (1999). Furthermore, between 27 May 1994 to 1999, there were several deposits into, and withdrawals of funds from, the account. The largest of these involved \$35,000. Given his young age and the amount of funds involved, it is unlikely that the Husband would not been the one who had conducted such transactions at the material times.

(b) *Second*, the mother gave evidence that she had no intention to gift to the Husband the funds in the account during her lifetime, and that he would be entitled to them only upon her death.¹⁶ I have no reason to disbelieve this evidence. The mother is elderly and there is no evidence that she has any source of income. In the circumstances, there is no reason why she would want to gift to the Husband significant amount of funds in the account.

31 Additionally, the Wife's claim – that all the funds in POSB 027 XXX belong to the Husband – is based on her submission that “there is no evidence to show that the monies belong to the Husband's Mother”.¹⁷ With respect, this claim ignores the fact that (a) the account is in joint names *with the mother*, (b)

¹⁴ Mother's affidavit dated 19 August 2024 at page 28.

¹⁵ Mother's affidavit dated 19 August 2024 at [11] and page 29.

¹⁶ Mother's affidavit dated 19 August 2024 at [11].

¹⁷ Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [21].

funds in a joint account *prima facie* belong to the account holders in equal proportions (see [28(b)]), and (c) the Wife has the burden to prove her case that the funds belong entirely to the Husband.

32 Given that the Wife has failed to prove that all the funds in POSB 027 XXX belong to the Husband, there is no need for me to address her case that there was dissipation of funds. That said, I wish to make a few observations. The Wife relies on a withdrawal of \$49,000 on 8 July 2023 for her submission that there was dissipation of funds. I am not persuaded by this submission. *First*, it is the mother evidence that she had transferred the \$49,000 to her other son. *Second*, a transfer of \$49,000 does not seem all that unusual for this account. The bank book shows that between 2006 to 2020 (i.e., *before* the marriage), there were *eight* other instances where huge sums of \$40,000 or more had been deposited/withdrawn from the account.¹⁸

UOB 908 XXX

33 Next, I come to the joint account in UOB 908 XXX.

34 According to the Husband's mother, this account was opened in 1999. At the material time, the Husband was only 20 years old, recently released from imprisonment, unemployed, and did not have money to deposit into the account.¹⁹ I accept the mother's evidence that the account was operated by her solely and that the Husband did not contribute any funds into this account.²⁰

35 The Wife made the following submissions.

¹⁸ Mother's affidavit dated 19 August 2024 at page 29 to page 32.

¹⁹ Mother's affidavit dated 19 August 2024 at [8].

²⁰ Mother's affidavit dated 19 August 2024 at [11].

(a) *First*, the mother’s evidence was intended to avoid the Husband’s funds in the account from being liable for division.²¹

(b) *Second*, the \$100,000 withdrawn from the account on 19 August 2022 should be added to the matrimonial pool because the marriage was already breaking down at the material time.²² To support this contention, the Wife’s counsel referred me to a quarrel between the parties in 2017 or 2018 which led to the Wife seeing a lawyer for advice on getting a divorce.²³

36 I am not persuaded by the Wife’s submissions.

(a) I have examined the bank records for the account. (The available records before me are from 2011 to 2019.²⁴) I do not see anything therein that discredits the mother’s evidence.

(b) Furthermore, the Wife had submitted that “there is nothing to suggest that it was the Husband *or* the Husband’s Mother who had managed the account” (emphasis added).²⁵ In other words, the Wife acknowledged that it was *plausible* that the account was managed by the mother.

(c) As for the submission in [35(b)] above, I note that the \$100,000 was broken up into three parts of \$33,333 each – two parts were placed in two separate fixed deposits (in joint names with the Husband) and the

²¹ Plaintiff’s (Wife) Written Submissions dated 10 January 2025 at [23].

²² Plaintiff’s (Wife) Written Submissions dated 10 January 2025 at [24].

²³ Husband’s affidavit dated 9 January 2024 at [20.10].

²⁴ Husband’s affidavit dated 22 January 2025 from page 6.

²⁵ Plaintiff’s (Wife) Written Submissions dated 10 January 2025 at [23].

remaining part was used to pay an insurance policy/fixed deposit (“**Policy**”) in full. According to the mother, she had bought the Policy using the Husband’s name – in case the insurers refused to insure her because of her age. The financial benefits under the Policy belonged to her.²⁶ In my view, these transactions are consistent with the mother being the person who operated the UOB 908 XXX account and disposing of the funds as she pleased.

(d) I am unable to agree with the Wife that the withdrawal of \$100,000 from the account had occurred at a time when divorce was “imminent”: *UZN v UZM* [2021] 1 SLR 426 at [67] and [68].

(i) It bears highlighting that the Wife did not file a divorce after seeing the lawyer in 2017 or 2018. The parties had continued to live together for the next four years. It was only in March 2023 that the Wife decided to file for divorce.

(ii) The \$100,000 was withdrawn about *four months before* the Wife left the Flat (December 2022) and about *seven months before* she filed for divorce (March 2023). In *WQG v WQF* [2024] SGHCF 13 at [2] and [3], the High Court declined to infer that a transaction that had occurred about two months before a divorce – a period that is *even shorter* than the present case – was intended to deplete the matrimonial pool.

²⁶ Mother’s affidavit dated 19 August 2024 at [23]; Husband’s affidavit dated 18 September 2024 at [8 and page 307].

UOB 314 XXX

37 Finally, I turn to UOB 314 XXX. According to the Husband's mother she had made the following transactions in connection with the account:²⁷

(a) On 29 October 2022, she withdrew \$50,000 from UOB 908 XXX (joint account with the Husband).

(b) Two days later (on 31 October 2022), she deposited the \$50,000 into UOB 314 XXX, a fixed deposit account. The evidence shows that the fixed deposit had a tenor of 10 months (i.e., it matured on 31 August 2023).

(c) On 31 August 2023 (i.e., when the fixed deposited matured), the mother withdrew \$50,000 from the account and deposited the funds into her joint account with her daughter.

38 The above evidence is consistent with the bank records.²⁸ The fact that the mother could freely transfer \$50,000 between her various joint accounts (including one with her daughter) supports her contention that the funds in these accounts belong to her.

39 Apart from speculation, the Wife has not adduced any evidence to prove otherwise.²⁹

²⁷ Mother's affidavit dated 19 August 2024 at [26].

²⁸ Mother's affidavit dated 19 August 2024 at page 46 to page 48.

²⁹ Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [21].

Insurance policies

40 I now turn to the final class of assets – the insurance policies.

Policies which are matrimonial assets

41 The Wife has the following insurance policies which were acquired after the marriage (2015).

Policies		Surrender value ³⁰
(a)	Prudential 616 XXX Purchased: April 2016 Premium: \$4,030.68/annum Whole life plan	\$3,204.09 (as of January 2024)
(b)	AXA 501 XXX Purchased: March 2022 Premium: \$3,827.60/annum	\$4,835.43 (as of January 2024)
(c)	Total: (a) + (b)	\$8,039.52

42 The Husband has the following insurance policies which were acquired, or substantially acquired, after the marriage.

Policies		Surrender value ³¹
(a)	HSBC/AXA 501 XXX Purchased: May 2014 (<i>before marriage</i>) Premium: \$2,812/annum Name of insured: Husband Beneficiary: Estate of insured Whole life plan	\$13,189.50 (as of February 2023)
(b)	GEL 305 XXX	\$10,197.59

³⁰ Submissions of the Defendant (Ancillary Matters) dated 8 January 2025 at pages 9 and 10; Husband's affidavit dated 9 January 2024 at pages 4 to 7.

³¹ Submissions of the Defendant (Ancillary Matters) dated 8 January 2025 at pages 9 and 10; Husband's affidavit dated 9 January 2024 at pages 4 to 7.

Policies		Surrender value³¹
	Purchased: October 2016 Premium: \$5,000.20/annum Name of insured: Husband Beneficiary: Estate of insured Amount insured: \$23,506 Coverage end date: October 2031	(as of February 2024)
(c)	AVIVA 063 XXX Purchased: April 2017 Premium: \$5,715.50/annum Name of insured: Husband Beneficiary: Estate of insured Whole life plan	\$6,292.45 (as of January 2024)
(d)	Total: (a) + (b) + (c)	\$29,679.54

43 Additionally, the Husband has the following policy:

Policy	Surrender value³²
NTUC 100 XXX Purchased: 13 April 2018 Premium: \$150,000 (paid in full) Name of insured: Son Beneficiary: Estate of insured Payout: Guaranteed + Non-guaranteed elements Breakeven: Around 10 th year from purchase date	\$135,750.00 (as of 19 February 2024)

44 The parties' submission regarding NTUC 100 XXX are as follows:

(a) According to the Husband, the funds to purchase this policy came from himself (\$50,000) and his mother (a loan of \$100,000). The Husband submitted that if this policy constitutes matrimonial asset, then its value should be fixed at \$35,750 instead of \$135,750. This is because he had yet to return the \$100,000-loan to his mother.³³

³² Submissions of the Defendant (Ancillary Matters) dated 8 January 2025 at pages 9 and 10; Husband's affidavit dated 9 January 2024 at pages 4 to 7.

³³ Submissions of the Defendant (Ancillary Matters) dated 8 January 2025 at page 9.

(b) The Wife submitted that the \$100,000 had come from UOB 908 XXX – a joint account between the Husband and his mother. According to the Wife, there is nothing to suggest that the funds in UOB 908 XXX belong to the mother. As such the full amount of \$135,750 should be divided.³⁴

45 My views regarding the Husband’s policy in NTUC 100 XXX are as follows:

(a) The records of UOB 908 XXX do not show a withdrawal of \$100,000 at or about the time when NTUC 100 XXX was purchased.

(b) Instead, a sum of \$80,000 was withdrawn from the account on 2 April 2018 – i.e., 11 days before NTUC 100 XXX was purchased. Given the close timing between the withdrawal and purchase of the policy, I find that the \$80,000 was used to pay for the policy.

(c) For the reasons given in [36] above, I accept the Husband’s evidence that the funds in UOB 908 XXX belong to the mother, and not to the Husband.

(d) There is no evidence to show that the Husband had repaid the \$80,000 to the mother. Accordingly, I find that the value of the policy for division should be **\$55,750** – i.e., \$135,750 minus \$80,000.

46 To sum up, the total value of the insurance policies which constitute matrimonial assets (and are thus liable for division) is **\$93,469.06** – i.e., [41(c)] + [42(d)] + [45(d)].

³⁴ Plaintiff’s (Wife) Written Submissions dated 10 January 2025 at [20].

Policies which are not matrimonial assets

47 Finally, the Husband has three other insurance policies. In my view, these are not matrimonial assets and should thus be excluded from division. My reasons are set out below.

	Policies	Surrender value³⁵	Reasons
(a)	<p>NTUC 679 XXX</p> <p>Purchased: September 1998 Premium: \$477.65/annum Name of insured: Husband Beneficiary: Mother Living plan</p>	<p>\$14,960.30</p> <p>Surrendered: 2019</p>	<p>(i) It is the Husband's evidence that he had used the funds to pay for family expenses.</p> <p>(ii) The Wife disputed the Husband's evidence on the basis that it is not corroborated.³⁶</p> <p>(iii) I see no reason to disbelieve the Husband. The policy was terminated about five years ago. Given the lapse of time, it is not surprising that the Husband would be unable to find evidence to support his claim that the funds were used to pay for family expenses.</p> <p>(iv) In any event, this policy was</p>

³⁵ Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [29]; Submissions of the Defendant (Ancillary Matters) dated 8 January 2025 at pages 9 and 10; Husband's affidavit dated 9 January 2024 at pages 4 to 7.

³⁶ Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [29].

Policies		Surrender value ³⁵	Reasons
			bought about <i>17 years before marriage</i> and was terminated four years into the marriage. In other words, a substantial portion of the premiums would have been paid <i>before</i> the marriage. Further, I note that the surrender value is not very substantial.
(b)	<p>GEL 020 XXX</p> <p>Purchased: November 2016 Premium: \$54,727 (fully paid) Name of insured: Husband Amount insured: \$63,500 For Son's education Coverage end date: 2037</p>	<p>\$24,202.70</p> <p>(as of February 2024)</p>	<p>(i) The premium was paid via the Wife's bank account. According to the Husband, the funds for the premiums had come from him – and were paid out of the Wife's account.³⁷</p> <p>(ii) The Wife is not seeking for the policy to be surrendered or divided.</p> <p>(iii) Instead, she is requesting that the policy be transferred to her to maintain. This is because she does not trust that the Husband will</p>

³⁷ Submissions of the Defendant (Ancillary Matters) dated 8 January 2025 at [22(f)]. Among others, the Husband has submitted that an adverse inference should be drawn against the Wife for refusing to disclose her OCBC bank statements which would have confirmed his evidence that he had given her the relevant funds.

Policies		Surrender value ³⁵	Reasons
			use the proceeds for the Son when the policy matures. ³⁸ (iv) I am unable to agree with the Wife's request. I find that the basis for her request is unsubstantiated and is not convincing enough for the policy to be transferred to her.
(c)	GEL 024 XXX Purchased: August 2022 Premium: \$33,333 (fully paid) Name of insured: Husband Amount insured: \$33,333 Beneficiary: Estate of insured	NIL (as of February 2024)	I accept the Husband's and his mother's evidence that this is not matrimonial asset: see [36(c)] above.

The division

Total value of matrimonial assets

48 To sum up, the total value of the matrimonial assets liable for division is **\$489,061.87**. See the following on how this value is derived:

	Asset	Value
(a)	Flat – See [9(c)]	\$222,167.97
(b)	Funds in CPF accounts – See [14(e)]	\$152,412.24
(c)	Funds in bank accounts – See [17]	\$21,012.60

³⁸ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [14] and [15]; Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [20], [30], [44] to [47].

(d)	Insurance policies – See [46]	\$93,469.06
(e)	Total: i.e., sum of (a) to (d)	\$489,061.87

Ratio of direct contributions

49 Pursuant to the “structured approach”, I find that the ratio of direct contributions by each party to the above assets is **40 (Wife): 60 (Husband)**. See the following to understand how the ratio is derived:

Asset		Wife’s contributions	Husband’s contributions
(a)	Flat – See [10(d)]	\$126,793.28	\$174,910.09
(b)	Funds in CPF accounts – See [14(d)]	\$68,259.03	\$84,153.21
(c)	Funds in bank accounts – See [16(c)] and [16(g)]	\$16,494.82	\$4,517.78
(d)	Insurance policies – See [41(c)], [42(d)] and [45(d)]	\$8,039.52	\$29,679.54 + \$55,750
(e)	Total contributions by <i>each party</i>	\$219,586.65	\$349,010.62
(f)	Total contributions by <i>both parties</i> – i.e., the sum of the two values in (e)	\$568,597.27	
(g)	Ratio of (e) over (f)	40% ³⁹	60% ⁴⁰

³⁹ Rounded up from 38.6%.

⁴⁰ Rounded up from 61.4%.

Ratio of indirect contributions

Relevant considerations

50 Under the “structured approach”, I must also consider the indirect contributions the parties have made to “the well-being of the family”.

51 Such contributions typically include the following: *XDZ* at [29(b)].

- (a) Paying household expenses.
- (b) Performing household chores.
- (c) Caring for the child(ren) and other family members.
- (d) Expending money and effort to maintain/enhance the condition of the matrimonial home. (*Note.* This is to be distinguished from the expenditure of funds, when a matrimonial home is first acquired, to renovate it and make it habitable. The expenditure of such funds should be considered in assessing the parties’ *direct* contributions: *WTL v WTM* [2024] SGHCF 40 at [33] and [34].)
- (e) Expending money and effort to enhance the quality of life of family members.
- (f) Making personal sacrifices for the family, e.g., stop work to look after the child or so that a spouse may advance in his/her career and endeavours.
- (g) Supporting a spouse. This can carry a lot of weight especially when the support is given during the spouse’s personal crisis.

Parties' submissions

52 According to the Wife and Husband, they had made the following indirect contributions to the family:

Contributions		Wife's case	Husband's case
(a)	Household expenses	<p>(i) Throughout the marriage, the Wife was the one who had shopped and paid for the groceries and household supplies for the family.⁴¹</p> <p>(ii) The Wife was also the one who had paid for the Son's essentials (e.g., nappies, milk powder, toys and educational books), educational and enrichment expenses, as well as medical and insurance expenses. The Husband did not contribute to such expenses.⁴²</p> <p>(iii) The Wife had also paid for the big-ticket household expenses, such as the utilities, town</p>	<p>(i) During the first five years of marriage, the parties had lived with the Husband's mother in her flat in Woodlands. During this period, the Husband had paid the utility bills, town council charges and property tax ("Bills"). He had also paid for the food and groceries for the family.⁴⁵</p> <p>(ii) After moving to the Flat, the Wife was the one paying the Bills. The Husband had paid her \$300/month to settle these payments.⁴⁶ (Note. The Wife denied having received the</p>

⁴¹ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [37].

⁴² Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [38].

⁴⁵ Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.4] and [22.5].

⁴⁶ Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.15].

Contributions		Wife's case	Husband's case
		council charges, and cable TV network subscription, without any financial contribution from the Husband. ⁴³ (iv) The Wife stopped paying these expenses after she left the Flat. ⁴⁴	<i>\$300/month from the Husband.</i> ⁴⁷⁾ (iii) After the Wife left the Flat in December 2022, the Husband was the one making these payments for the Flat. ⁴⁸
(b)	Household chores	(i) <i>While staying at the Flat, the Wife had carried out a higher share of household chores than the Husband.</i> ⁴⁹ (ii) The Wife was also the one who had supervised and given instructions to the domestic helper. ⁵⁰	(i) While staying in Woodlands, the Husband and his mother had taken turns to clean the flat and do the laundry. ⁵¹ (ii) After moving to the Flat, the Husband continued to be the one doing these chores. (iii) <i>The Wife did not do any of the chores.</i> ⁵²
(c)	Childcare	The Wife was the one who had taken care of the Son's needs, prepared his dinner, made sure	(i) When the Son was still very young, the Husband had spent as much time

⁴³ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [33].

⁴⁴ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [34].

⁴⁷ Plaintiff's Affidavit for Ancillary Matters Hearing dated 20 September 2024 at [15].

⁴⁸ Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.15].

⁴⁹ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [41] and [44].

⁵⁰ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [43].

⁵¹ Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.3].

⁵² Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.14].

Contributions		Wife's case	Husband's case
		that his homework was completed the next day, and arranged his social activities. ⁵³	as the Wife bathing him. ⁵⁴ <i>(ii) The Husband was the one who had sent the Son to the childcare centre and primary school.⁵⁵</i> <i>(Note. According to the Wife, both of them had taken turns to send the Son to school and from school care.⁵⁶)</i>
(d)	Maintaining / enhancing the Flat's condition	<i>When things broke down in the Flat and the air-conditioner needed servicing, the Wife was the one in charge of following up on these matters.⁵⁷</i> <i>(Note. The Husband claimed that there were no electrical or mechanical problems with the Flat as it was newly renovated and just 1½ years old at the time when the Wife left the Flat. I am not persuaded by the Husband's evidence.</i>	

⁵³ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [41], [45] to [47].

⁵⁴ Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.3].

⁵⁵ Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.7], [22.9], [22.12] and [22.13].

⁵⁶ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [41].

⁵⁷ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [48].

Contributions		Wife's case	Husband's case
		<i>According to him, both before and after the Wife left, he had arranged for the technician to service the air-con.</i> ⁵⁸	
(e)	Enhancing the quality of life of family members		
(f)	Personal sacrifices for the family	After the Son's birth, the Wife had stopped working for about 15 months to take care of him. ⁵⁹	
(g)	Support for spouse	<i>The Wife had withdrawn \$25,000 from her personal bank account in 2018 and had deposited the funds into the Husband's bank account as the latter had wanted to purchase a vehicle to be a Grab driver.</i> ⁶⁰ <i>(Note. The Husband did not dispute the Wife's evidence that she had transferred \$25,000 from her account to his. The Husband however</i>	(i) The Husband had agreed to the Wife's request to deliver the Son at a private hospital. He had paid for the hospital charges relating to the Son's delivery. This is evidenced by deductions from the Husband's Medisave account. ⁶² (ii) The Husband had given the Wife \$300/month during the period when she was not working (as

⁵⁸ Husband's affidavit dated 18 September 2024 at [24].

⁵⁹ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [40].

⁶⁰ Plaintiff's Affidavit of Assets and Means dated 18 January 2024 at [11] and [12]; Plaintiff's (Wife) Written Submissions dated 10 January 2025 at [31], [32], [51] and [52].

⁶² Husband's affidavit dated 18 September 2024 at [19].

	Contributions	Wife's case	Husband's case
		<i>claimed that he had given the funds to the Wife to keep for him.⁶¹ I treated the Husband's unsubstantiated claim with caution. He did not explain why he had given the Wife \$25,000 for safe keeping.)</i>	she was caring for the Son). ⁶³

My decision

53 I am mindful that certain aspects of the parties' cases regarding their indirect contributions are disputed or may appear to contradict each other: see the italicized text in [52] above. In the absence of objective evidence (which is often the case), I would be slow to accept a party's evidence when he/she takes a sweeping position that the other party did not contribute in any way whatsoever, e.g., to household expenses, household chores, and childcare.

54 Taking a holistic view of the factors in [52] above, I find that *the Wife* had made *greater* indirect contributions to the family. Adopting a broadbrush approach, I find the parties' respective share of indirect contributions to be **60% (Wife)** and **40% (Husband)**.

⁶¹ Husband's affidavit dated 18 September 2024 at [14].

⁶³ Husband's Affidavit of Assets and Means dated 9 January 2024 at [22.5].

Ratio for division of matrimonial assets

55 Considering both the direct and indirect contributions by the parties, I find that the matrimonial assets should be divided **equally** between the parties.

Contributions		Wife	Husband
(a)	Direct contributions – See [49(g)]	40%	60%
(b)	Indirect contributions – See [54]	60%	40%
(c)	Average of (a) and (b)	50%	50%

Parties' share of the matrimonial assets

56 Dividing the matrimonial assets equally between the parties, each of them should receive **\$199,364.93**. See the following to understand how this value is derived:

Item		Value
(a)	50% of the matrimonial assets (\$489,061.87) ⁶⁴	\$244,530.94
(b)	50% of the outstanding loan (\$90,332.03) ⁶⁵	\$45,166.02
(c)	Each party's share of the matrimonial assets (a) minus (b)	\$199,364.93

⁶⁴ See [48(e)].

⁶⁵ See [9(b)]. Apart from assets, the liabilities (in this case, the outstanding loan) arising from the marriage should also be split. This will facilitate a clean break between the parties.

Division of the Flat

57 Finally, I come to the issue of how the matrimonial assets should be split – taking into account the value of the assets that each of them are entitled to.

Parties' share in the Flat

58 In my view, it would be appropriate –

- (a) For each party to retain the assets currently held in their names, and
- (b) To divide the sole matrimonial asset held in joint names – i.e., the Flat.

59 On this basis, the share of each party in the Flat is set out in (e) below.

	Asset	Wife's share in the asset	Husband's share in the asset
(a)	Funds in CPF accounts See [14(d)]	\$68,259.03	\$84,153.21
(b)	Funds in bank accounts See [16(c)] & [16(g)]	\$16,494.82	\$4,517.78
(c)	Insurance policies See [41(c)], [42(d)] & [45]	\$8,039.52	\$29,679.54 + \$55,750
(d)	Sum of (a) to (c)	\$92,793.37	\$174,100.53
(e)	Flat – Value Based on the difference between	\$106,571.56	\$25,264.40

	Asset	Wife's share in the asset	Husband's share in the asset
	\$199,364.93 and the value in (d)		
(f)	Flat – Ratio	80% ⁶⁶	20% ⁶⁷

Transfer of interests in the Flat

60 Each party has requested that the rights, title and interests in the Flat be transferred to him/her solely – on the understanding that the Son will continue to reside in the Flat with that party.

61 In my view, it would be just and equitable to proceed as follows:

(a) The Husband shall have the right of first option to buy over the Wife's share in the Flat.

(b) If the Husband wants to exercise this option, then he must pay \$106,571.56 to the Wife within a reasonable period. Given the amount involved, a reasonable period for the Husband to make the payment would be *three months* from the date of this decision.

(c) If the Husband fails to exercise this option, then the Wife shall have the option to buy over the Husband's share in the Flat.

(d) If the Wife wants to exercise this option, then she must pay \$25,264.40 to the Husband within a reasonable period. Given that a

⁶⁶ This is based on \$92,793.37 divided by [\$106,571.56 + \$25,264.40]. The figure is rounded down from 80.8%.

⁶⁷ This is based on \$174,100.53 divided by [\$106,571.56 + \$25,264.40]. The figure is rounded up from 19.2%.

smaller amount is involved, and the fact that the Wife has more time to raise the necessary funds, a reasonable period for the Wife to make the payment would be *one month* from the date when the Husband's option expires.

(e) If the Wife does not exercise her option, then the Flat shall be sold in the open market within a reasonable period after the MOP has ended (i.e., after 9 October 2025). In my view, a reasonable period would be within *two months* from 9 October 2025.

62 In deciding to give the Husband (not the Wife) the right of first option to buy over the Flat, I have considered the interests of the Son. Let me explain.

(a) According to the interim judgment, the parties are to share the care and control of the Son in the following manner:

(i) Wife: Friday (after school) to Sunday 8.00 pm.

(ii) Husband: Sunday 8.00 pm to Friday (before school).

(b) It is evident from the above that the Son spends more time with the Husband (4½ days in a week) than the Wife.

(c) If the Wife is given the right of first option to buy the Flat and she decides to exercise this option, this will affect the Son adversely in two ways. *First*, he will be spending most of the week living away from the Flat. It is unclear whether the Husband will be able to buy/rent premises with the same level of convenience as the Flat to live with the Son. *Second*, there is a risk that the child will be spending more time on school days to commute between the Husband's new residence and the Flat/the Son's school. All this is not in the child's interests.

Conclusion

63 To conclude, I make the following orders:

The Flat

(a) The Husband shall have the right of first option to buy over the Wife's share in the Flat located at [XXX]. The Wife's rights, title and interest in the Flat shall be transferred (other than by way of sale) to the Husband with no CPF refunds to be made to the Wife's CPF account upon –

(i) The Husband paying, *by 31 May 2025*, \$106,571.56 to the Wife. The Husband shall bear the costs related to the transfer; and

(ii) The Husband taking over, *by 31 May 2025*, the Wife's share of the *outstanding loan* and being fully responsible for servicing the loan moving forward.

(b) If the Husband fails to exercise the right of first option *by 31 May 2025*, then the Wife shall have the option to buy over the Flat. The Husband's rights, title and interest in the Flat shall be transferred (other than by way of sale) to the Wife with no CPF refunds to be made to the Husband's CPF account upon –

(i) The Wife paying, *by 30 June 2025*, \$25,264.40 to the Husband. The Wife shall bear the costs related to the transfer; and

(ii) The Wife taking over, *by 30 June 2025*, the Husband's share of the *outstanding loan* and being fully responsible for servicing the loan moving forward.

(c) If the Wife fails to exercise her option *by 30 June 2025*, then the Flat shall be sold on the open market *by 31 December 2025*. The sale proceeds shall be applied as follows:

(i) To make full payment of the outstanding loan.

(ii) To pay the HDB resale levy (if any).

(iii) To pay the requisite CPF refunds in accordance with applicable CPF Rules and Regulations to the parties' respective CPF accounts.

(iv) To pay all costs and expenses incidental to and relating to the sale of the property.

(v) The balance sale proceeds shall be divided in the following manner: *80% to the Wife and 20% to the Husband*. See [59(f)].

(vi) The parties shall have joint conduct of the sale of the Flat.

(vii) Either the Registrar or the Assistant Registrar of the Family Justice Courts under s 31 of the Family Justice Act 2014 is empowered to execute, sign, or endorse all necessary documents relating to matters contained in this order on behalf of either party should either party fail to do so within seven days of written request being made to that party.

Other matrimonial assets

(d) Each party shall retain all other matrimonial assets in their respective names.

64 Finally, I urge parties to agree on the costs. If there is no such agreement, the parties are to write in to inform the court **by 31 March 2025**. The court will thereafter hear the parties on costs on a date to be fixed. For the purposes of filing an appeal, time shall start to run from (a) 31 March 2025, or (b) the date the costs order is given, whichever is applicable.

Kow Keng Siong
District Judge

Natasha Choo (M/s A C Shone & Co) for the Wife;
Luke Lee Yoon Tet (M/s Luke Lee & Co) for the Husband.
