

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

Kow Keng Siong
District Judge
9 June 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 64

Divorce No. 1469 of 2023

Between

XCR

... Plaintiff

And

XCS

... Defendant

JUDGEMENT – ANCILLARY MATTERS

Family Law – Matrimonial assets – Division – Whether property is considered to have been “acquired” before marriage if it was purchased and partially paid

for before marriage while the balance of the purchase price was paid for during marriage via the property's rental income – Applicable considerations – Section 112(10)(a)(i) of the Women's Charter 1961

Family Law – Matrimonial assets – Division – Whether property which had been occupied for a total of about 16 months (in two periods) during an 8½ year marriage is considered to have been “ordinarily used ... by both parties ... while the parties are residing together for shelter” – Applicable considerations – Section 112(10)(a)(i) of the Women's Charter 1961

Family Law – Care and control – Child – Whether there should be an order of shared care and control on the facts

Family Law – Maintenance – Child – Child placed under shared care and control of his parents – Applicable considerations

Family Law – Maintenance – Former wife – Applicable considerations – Difference with maintenance for wife – Sections 69(1) and 114(2) of the Women's Charter 1961

Family Law – Maintenance – Former wife – Appropriate multiplier and multiplicand to compute maintenance for former wife in an 8½ year marriage who is gainfully employed and has one child

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XCR

v

XCS

[2025] SGFC 64

Family Court – Divorce No 1469 of 2023 (Ancillary Matters)

District Judge Kow Keng Siong

6 May 2025

9 June 2025

District Judge Kow Keng Siong:

Introduction

1 Section 112(10) of the Women’s Charter 1961 (“**Charter**”) stipulates that a property “acquired” in certain circumstances by one party to a marriage is a “matrimonial asset”. Suppose that *before* marrying “W”, “H” purchases a property and pays for it partially using his own funds. Suppose further that “H” then pays the balance of the purchase price *during* marriage by using (a) his parents’ funds and (b) the property’s rental income. Has “H” “acquired” the property before or during marriage? Is the property a matrimonial asset? These issues arose in the present case.

2 These are the background facts. The Plaintiff (“**Husband**”) and Defendant (“**Wife**”) grew up in the People’s Republic of China and were married there in February 2015.¹ Later that same year, they came to Singapore because the Husband had found employment here. They had a son in Singapore (D.O.B. XX February 2020). In 2023, the parties filed cross-applications for divorce. Interim judgement was granted in July 2023 – thus ending a marriage of about 8½ years. Following their divorce, the ancillary matters came before me.

Division of matrimonial assets

3 I begin with the division of the matrimonial assets.

Agreed matrimonial assets

4 The parties hold various assets in joint and individual names. It is not disputed that the following are matrimonial assets. (*Note.* Only assets above \$100 in value have been reflected below.)

(a) Assets held in *joint names* –

	Asset	Value (\$)
(1)	No. 28 XXX (“ matrimonial home ”) ² <i>Note.</i> The matrimonial home had already been sold by the time of the ancillary matters hearing. The figure on the left is the net proceeds from the sale of the property.	576,522.88

¹ In his written submissions, the Husband stated that the parties were married in Singapore. During oral submissions on 06.05.25, the Husband’s counsel confirmed that the marriage was registered in China.

² Value as in January 2025. See the Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [40(1)]; Defendant’s Submissions dated 02.05.25 at [6].

	Asset	Value (\$)
(2)	UOB One Account 374 XXX ³	638.35
	Total	577,161.23

(b) Assets in the *Husband's* sole name⁴ –

	Asset	Value (\$)
(1)	Interactive brokers account no. U74 XXX	26,806.61
(2)	Tiger brokers account no. U98 XXX	113,182.62
(3)	Moomoo account no. 100 XXX	198,537.86
(4)	QDII fund account no. 980 XXX	7,453.44
(5)	Money market fund	3,759.05
(6)	DBS My Account (SGD) no. 288 XXX	6,273.43
(7)	Bank of China (HKD) time deposit account no. 012 XXX ⁵	1,721.17

³ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [40(2)]; Defendant's Submissions dated 02.05.25 at [6].

⁴ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [40(3)] to [40(24)].

In her submissions, the Wife had given different descriptions and values of the relevant assets in the Husband's sole name. During oral submission on 06.05.25, the Wife's counsel clarified that the descriptions and values were based on the Husband's Affidavit of Assets and Means dated 05.03.24 at pages 11 and 12. The counsel informed that they have no objection to the court relying on the information provided in Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [40].

⁵ According to the Husband, the value of this account ("**BOC account**") should be assessed **as at 31.07.23**. Based on this, the value will be HKD10,000 (\$1,721.17); Husband's Affidavit of Assets and Means dated 05.03.24 at page 106.

The Wife, on the other hand, submitted that the value of the BOC account should be assessed **as at 31.01.24**. Based on this, the value will be HKD655,433.56 (\$112,811.28); Wife's 3rd Ancillary Matters Affidavit dated 03.02.25 at page 41; Defendant's Submissions dated 02.05.25 at [6] (page 6). The difference between the values relied by the parties is HKD654,992.33. It is not disputed that the

Asset		Value (\$)
(8)	Bank of Communications (RMB) account no. 622 XXX	2,136.97
(9)	CPF Ordinary Account	1,428.34
(10)	CPF Medisave Account	39,304.98
(11)	CPF Special Account	32,302.95
Total		432,907.42

(c) Assets in the *Wife's* sole name⁶ –

Asset		Value (\$)
(1)	OCBC 360 account no. 522 XXX ⁷	93,862.00

HKD654,992.33 was deposited in January 2024, i.e., six months *after* the interim judgement (July 2023).

The Wife submitted that it was suspicious that the BOC account had only HKD 10,000 around the time of the interim judgement, given that the Husband was an investor earning about \$600,000/year. She submitted that the HKD654,992.33 were matrimonial assets which the Husband had hidden until after the interim judgement was entered – to prevent their division as matrimonial assets. (It is settled law that the matrimonial assets liable for division in the event of a divorce is to be determined as at the date of the interim judgement.)

I am unable to accept the Wife's submissions. The evidence shows that the HKD654,992.33 had been transferred from a trading account – Tiger brokers account no. U98 XXX: Husband's Affidavit of Assets and Means dated 05.03.24. The Wife had failed to draw my attention to any evidence in the records of the trading account to show that the transfer is irregular or suspicious.

⁶ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [25] to [29]; Defendant's Submissions dated 02.05.25 at [6] (page 6).

⁷ The valuation is based on the Defendant's Submissions dated 02.05.25 at page 6. This valuation is higher than what the Husband had submitted (\$82,434.04): Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [37] The Wife's valuation is used as she would have a clearer idea than the Husband of how much is in her own account.

	Asset	Value (\$)
(2)	WeChat account ⁸	8,286.86
(3)	CPF Medisave Account	7,370.64
(4)	CPF Special Account	7,938.67
	Total	117,458.17

Disputed asset – Beijing property

5 In addition to the assets in [4(b)], the Husband has a residential property in Beijing. It was purchased in 2011, i.e., about four years *before* the marriage (2015). The Husband had paid the bulk of its purchase price *before* the marriage. The balance of the purchase price was paid *during* marriage via (a) funds from his parents (between 2016 to 2017) and (b) rental income from the property.⁹ It is not disputed that the Wife did not make any payment towards the property.¹⁰

Wife’s case

6 According to the Wife, the Beijing property is a “matrimonial asset” and she should thus be given a share of it. To support her case, she relied on s

⁸ During oral submissions on 06.05.25, the Wife’s counsel had no objection to the Husband’s submission that the funds in this account be included as matrimonial assets: Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [40(26)].

⁹ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [26(e)] to [26(g)].

¹⁰ The net value is based on the estimated gross value of the property minus the outstanding mortgage loan. The exchange rate of \$1 = RMB5.35 is used: Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [34]. This is similar to the exchange rate of \$1 = RMB5.36 used by the Wife: Defendant’s Submissions dated 02.05.25 at page 5. Husband’s Affidavit of Assets and Means dated 05.03.24 at [59] and [60].

112(10)(a)(i) of the Charter.¹¹ According to this provision, a “matrimonial asset” includes –

any asset *acquired before* the marriage by one party or both parties to the marriage – *ordinarily used or enjoyed* by both parties or one or more of their children while the parties are *residing together* for shelter or transportation or for household, education, recreational, social or aesthetic purposes ...

[emphasis added]

7 I reproduce below the Wife’s submissions as to why the Beijing property is matrimonial asset pursuant to s 112(10)(a)(i):¹²

(a) The Wife and the Husband began living together at the Beijing property in October 2014, before their marriage registration in February 2015. They continued to reside there after the marriage, until the Plaintiff’s relocation to Singapore in May 2015.

(b) The Beijing property was jointly renovated and prepared specifically for marriage, with the Wife personally overseeing the renovation, choosing furniture, fittings and interior design, with clear evidence of intent to use the property as the first matrimonial home have been provided by the Wife.

(c) Even after the parties moved to Singapore, the Wife continued to reside there for a period with her mother, and the parties returned to live in the Beijing home from May 2017 to August 2018 during the Husband’s employment in China.

(d) The parties also hosted both sides of the extended family in the Beijing home for festive celebrations, including Chinese New Year and birthdays — affirming its role as the central family dwelling.

¹¹ Defendant’s Submissions dated 02.05.25 at [10]. The Wife did not rely on the “substantive improvement” clause in s 112(10)(a)(ii) to support her claim to the Beijing property.

¹² Defendant’s Submissions dated 02.05.25 at [14]. See also her submissions at [16] to [21].

(e) Even after relocating to Singapore, the parties resumed residence at the Beijing property when the Husband worked in China between May 2017 and August 2018. It is significant that they did not lease out the property prior to this period, a telling fact that shows the property was held back for personal use rather than treated as an income generating investment.

(f) The family’s use of the property was consistent and deeply embedded. The couple celebrated multiple Chinese New Years, birthdays, and reunions in this home with both sides of their family. It was a site of joyful family gatherings and shared tradition, further cementing its emotional and symbolic status as the nucleus of the marriage.

(g) The parties deliberately left the property vacant for the bulk of the marriage rather than leasing it out — a significant financial sacrifice that underscores the symbolic and practical role of the Beijing home as a family sanctuary, not an investment.

(h) It is further not disputed that the parties have resided in the matrimonial home during the significant months leading to their marriage.

Husband’s case

8 The Husband submitted that the Beijing property is not a matrimonial asset. He gave the following reasons.¹³

(a) Contrary to the Wife’s evidence, she did not participate in either the renovations of the Beijing property or the selection of its furniture and lighting. Such works were carried out by the Husband with the

¹³ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [26] to [31]. For completeness, the Husband had also submitted that parties were married in Singapore, and that they had always intended to set up their lives in Singapore and eventually bought their matrimonial home in Singapore in March 2017. During oral submissions on 06.05.25, the Husband’s counsel confirmed that the marriage was registered in China. The marriage certificate – in Chinese – can be found in the Statement of Particulars at page 7.

assistance of a home designer and a foreman. As the parties were dating at the material time, the Wife would occasionally visit the renovation site and he would seek her inputs on the renovations.

(b) The Husband had allowed the Wife and her mother to stay in the Beijing property shortly after the marriage. This was because he did not want them to incur rental expenses for their short stay in Beijing.

(c) Contrary to the Wife's evidence, the parties did not have the 2015 Chinese New Year reunion dinner at the Beijing property. This dinner took place before the marriage and was held at the property for convenience.

(d) When the Husband was working in China, the Wife had lived with him at the Beijing property for only about *nine months* – in June 2017 and from January to August 2018. Contrary to her evidence, she did not stay there in May and July to December 2017 as she was studying at NTU at the material time.

(e) Apart from the periods stated in (d) above, the Beijing property was either rented out by the Husband or used to house him, his relatives and/or his family members.

(f) The Husband was the sole party who dealt with the Beijing property. He did not need to account to the Wife for such dealings.

(g) The Wife did not make any mention about the Beijing property in her first ancillary matters affidavit. This showed that she did not regard the property as their matrimonial home.

Issues to be determined

9 The Wife’s case that the Beijing property is matrimonial asset is based on s 112(10)(a)(i) of the Charter. Accordingly, the issues are as follows. Was the Beijing property “acquired” by the Husband before the marriage? If the answer is yes, then was the property “ordinarily used by both parties ... while [they were] residing together for shelter”. If the answer to also yes, then the Beijing property is a matrimonial asset. I will now address these issues.

Was the Beijing property acquired before the marriage

10 At the outset, I note that the parties took the position that the Beijing property had been acquired before their marriage.

11 I have difficulties accepting this position. Let me explain.

(a) According to s 112(10)(b) of the Charter, matrimonial assets include “any other asset of any nature *acquired during the marriage* by one party or both parties to the marriage”. (emphasis added)

(b) Courts have interpreted the word “acquired” in s 112(10)(b) as referring *not merely to the point of purchase* of an asset, but to the entire course of its acquisition. See, for instance, *BHN v BHO* [2013] SGHC 91 (“*BHN*”) at [36] where the court accepted the following observations in *Chee Kok Choon v Sern Kuang Eng* [2005] 4 MLJ 461 (“*Chee Kok Choon*”):

9 ... The word ‘acquired’ is not the same as ‘purchased’ as ordinarily understood. In a family law setting, especially in terms of division of matrimonial assets, a down-payment may have been paid, and one party may continue mortgage instalments for

the next 15 or 20 years. *In such a case, the ‘acquisition’ continues until the asset is fully acquired. ...*

[emphasis added]

(c) Courts have applied the above interpretation of “acquired” to cases where the property was purchased by the owning spouse *before* marriage and the mortgage instalments were paid using the owning spouse’s *CPF funds during* marriage. Here are some examples.

(i) *BHN* –

39 ... **even if** Lagoon View was **purchased before** the marriage, the plaintiff continued to service the housing loan through her CPF contributions *during* the marriage, until 1998 when the property became fully paid up. If the plaintiff had not been paying for the housing loan, any CPF contributions earned by her during the marriage **would have remained in her CPF account and would have to be included in the pool of matrimonial assets** for the purpose of the determination of ancillary matters. As such, at least a portion of Lagoon View should be viewed as having been “acquired during the marriage” and a matrimonial asset. Simply put, the fact that the defendant made no financial contribution to Lagoon View is irrelevant as matrimonial assets rightly include assets acquired by *either* spouse’s personal efforts during the marriage.

[emphasis in italics is in original text; emphasis in bold is added]

(ii) *BGT v BGU* [2013] SGHC 50 (“**BGT**”) –

29 ... it is well established that any contributions to [the husband’s] account from moneys earned *after* the marriage would form part of the matrimonial assets. If

the husband had not been paying for the Tanamera property, his monthly contributions during the marriage would have remained in his CPF account and there would have been no doubt at the end of the marriage that those contributions would have to be included as part of the matrimonial assets. ...

(d) In our case, the Husband did not, during marriage, use his CPF funds to pay the mortgage loan for the Beijing property. Instead, the loan was paid with (i) funds from his parents and (ii) *rental income* from the property. Does the source of funds used to pay the mortgage loan affect the identity of the person “acquiring” the property?

(e) In *THL v THM* [2015] SGHCF 11 (“*THL*”), the court answered the above question in the negative.

41 ... The question which next arises is whether, on the Father’s argument, the London Properties should nevertheless be taken *out* of the scope of s 112(10)(b) because, as he says, **the funds used for repaying the mortgage loans come primarily from the rental income generated on those properties** and, to a lesser extent, his pre-matrimonial income. In other words, *BHN* only applied where the acquisition is serviced by “active earnings”; in *BHN* the acquisition was paid with salary earned. The unarticulated premise of this argument is that notwithstanding that an asset appears to have been acquired during the course of a particular marriage, the court should go on to scrutinise the *source of funds* for the acquisition.

42 In my judgment, this does not accord with the wording of s 112(10)(b), which **simply directs the court’s inquiry to the timing of the acquisition of the property concerned**. ... Whether he funds a specific investment within this portfolio out of his salary or a pre-existing pool of money is arbitrary.

[emphasis in italics is in original text; emphasis in bold is added]

- (f) To sum-up –
- (i) Courts have interpreted the word “acquired” in s 112(10)(b) as referring not merely to the point of purchase of a property, but to the entire course of its acquisition. A property is “acquired” only when it has been fully paid for.
- (ii) If the owning spouse continues to pay for the property during marriage for the purpose of acquiring it, then it is a matrimonial asset pursuant to s 112(10)(b). This is so regardless of the source of the spouse’s payments.
- (g) This leads to the next issue. Should the above interpretation of “acquired” in s 112(10)(b) similarly apply to the same word in s 112(10)(a)(i)? In my view, the answer should be yes.
- (i) *First*, it is settled law that a piece of statute should be construed as a whole and purposively. It is well accepted that “the Parliamentary draftsman would not indulge in elegant variation, but would keep to a particular term when wishing to convey a particular meaning”. In line with this, a word or a phrase has the same meaning throughout the statute unless the contrary intention is shown. See e.g., *Chng Gim Huat v Public Prosecutor* [2000] 2 SLR(R) 360 at [101]; *Fernandez Joseph Ferdinant v Public Prosecutor* [2007] 3 SLR(R) 65 at [24]; *Woon Brothers Investments Pte Ltd v Management Corporation Strata Title Plan No. 461* [2011] 4 SLR 777 at [19]. In the present case, there is nothing to suggest that Parliament had intended the word “acquired” in s 112(10)(a)(i) and s 112(10)(b) to have different meanings.

- (ii) *Second*, to interpret the word “acquired” in s 112(10)(b) and s 112(10)(a)(i) differently will mean that the *same* property in the scenarios in [11(c)] and [11(e)] above is simultaneously
- (1) a matrimonial asset (when construed under s 112(10)(b)) and
 - (2) not a matrimonial asset (when construed under s 112(10)(a)(i)). This is absurd.

12 I am mindful that there is *dictum* in *USB v USA* [2020] 2 SLR 588 (“*USB*”) that *may suggest* that a property can be treated as having been “acquired” even though it has not been fully paid for. For ease of reference, I reproduced substantively [19] of *USB*. Note in particular [19(c)] –

19 ... Section 112 of the Charter contemplates that assets in at least three categories may be subject to the court’s powers of division. The classes of assets that the parties may possess are:

- (a) “Quintessential matrimonial assets” ...: these are assets which either spouse derived from income earned during the marriage or to which either spouse or both spouses obtained legal title during the marriage by applying their own money, and the matrimonial home, whenever and however acquired. The *entire value* of these assets assessed as at the ancillary matters date (generally) will go into the pool.
- (b) “Transformed matrimonial assets”: we use this term to denote assets which were acquired before the marriage by one spouse (or, more rarely, by both spouses), but ... which were ordinarily used or enjoyed by both parties or their children while residing together for purposes such as shelter, transport, household use, *etc.* Once transformed, the *whole asset* goes into the pool but *if there is no transformation then, subject to (c)* below, any asset acquired before the marriage even if acquired by both parties would be dealt with in accordance with *general principles of property law*.
- (c) “Pre-marriage assets”: these are assets that either spouse *acquired before* the marriage and ... which are not used for family purposes. These stay out of the pool unless ... they are

partially paid for during the marriage by the owning spouse with income that would have been a quintessential matrimonial asset had it been saved up rather than expended on the pre-marriage asset. Then, the proportion of the value of the asset that was *acquired during* the marriage should go into the pool.

[emphasis added]

13 In my view, *USB* do not preclude the view taken in [11(g)] above. *First*, the court there did not seek to lay down a definition for the word “acquired” in s 112(10)(a)(i). *Second*, there is nothing in its judgement to show that the court had been alerted to the caselaw and considerations in [11] above on the interpretation of the word “acquired”.

14 Thus, in line with well settled caselaw, since the purchase price of the Beijing property was paid by the Husband (via funds from his parents and the property’s rental income) *during* the marriage, the property is a “matrimonial asset” pursuant to s 112(10)(b).

Did the parties “ordinarily use” the Beijing property together for shelter

15 Given the above, there is no need for me to further determine whether the Beijing property qualifies as a matrimonial asset under s 112(10)(a)(i).

16 However, since the parties had made substantial submissions on this issue, I will make some observations regarding this.

17 I begin by setting out the applicable principles. To qualify as a matrimonial asset under s 112(10)(a)(i), a property must satisfy three requirements.

(a) “Residing together”. *First*, both parties must have resided “together” at the property. Section 112(10)(a)(i) is not met if only one of them had resided there: *UZK v UZL* [2020] 3 SLR 1248 at [35]; *WAH v WAG* [2024] SGFC 6 at [66].

(b) “For shelter”. *Second*, the property must have been used “for shelter”. Unlike s 112(10)(a)(ii) (which provides for the transformation of solely owned assets into matrimonial assets by way of “substantial improvement”), it is *not* necessary under s 112(10)(a)(i) for the property to have been used for shelter “during the marriage”. In other words, a property may be transformed into a matrimonial asset under s 112(10)(a)(i) even if the parties’ residence at the property had occurred *before* their marriage.

(c) “Ordinarily used”. *Finally*, the parties’ residence at the property must be of “sufficient regularity and frequency”: *USB* at [24]; *CLB v CLC* [2022] 1 SLR 658 at [26]; *TNC v TND* [2016] 3 SLR 1172 at [18]; *BJS v BJT* [2013] 4 SLR 41 (“**BJS**”) at [23] and [24]. Let me elaborate.

(i) The requirement of ordinary usage is intended to prevent the non-owning spouse from enjoying an “unmerited windfall”. Put in another way, the purpose of this requirement is to prevent a party from acquiring a pre-marriage property by simply staying there “casually” or “occasionally” without contributing to the “marital partnership”: *Wan Lai Cheng v Quek Seow Kee* [2012] 4 SLR 405 at [43]; *WQP v WQQ* [2024] 2 SLR 557 at [38].

(ii) In line with this, courts have held that a property is not a matrimonial asset under s 112(10)(a)(i) in the following cases: (1) it was occupied only occasionally during a two-year marriage

(*BJS* at [23] and [24]), (2) it was a holiday home that was occupied for only 21 days in a 14-year marriage (*Ryan Neil John v Berger Rosaline* [2000] 3 SLR(R) 647 at [59] and [60]), and (3) it was occupied on only two occasions during a 10-year marriage (*JAF v JAE* [2016] 3 SLR(R) 717 at [15]).

(iii) At this juncture, it bears noting that while the length of stay at the property is relevant in determining whether it is a matrimonial asset – this is not a decisive factor.¹⁴ What is more important is whether the property had been used as a *matrimonial home* – or, to put it more elegantly, as the “cradle of the family”: *Chen Siew Hwee v Low Kee Guan* [2006] 4 SLR(R) 605 at [33]. If the answer is yes, then the property is a matrimonial asset. For examples, see, e.g., (1) *CXR v CXQ* [2023] SGHCF 10 (“*CXR*”) (property was used as a matrimonial home for 21 months during a nine-year marriage), (2) *VGR v VGS* [2020] SGFC 27 (“*VGR*”) at [140] (property was used as a matrimonial home during the first one to two years of a 10-year marriage), (3) *TND v TNC* [2017] SGCA 34 at [36] (property was used as a matrimonial home for 15 months during a 13-year marriage), and (4) *XGW v XGX* [2025] SGFC 2 at [1], [2] and [21] (property was used as a matrimonial home for about two years during a five-year marriage).¹⁵

¹⁴ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [29].

¹⁵ Examples where the duration is longer include the following:

(1) *XJI v XJJ* [2025] SGHCF 17 at [7] and [9] – Property was occupied for seven years during a 12-year marriage. The parties’ children were born and raised in the property.

18 Applying the above principles to the present facts, I find that the Beijing property is a “matrimonial asset” under s 112(10)(a)(i). Let me explain.

(a) The parties’ residence at the Beijing property is neither “casual” or “occasional”. They had resided there together for a total of about **16 months** over two periods during their 8½ years of marriage.

(i) First period (Seven months). They began co-habiting in the Beijing property in October 2014 and continued to reside there together after their marriage in February 2015. (As stated in [17(b)], the period of their residence in the property *before* marriage can be considered under s 112(10)(a)(i).) The parties eventually left the property in May 2015 when the Husband began working in Singapore.

(ii) Second period (Nine months). The Husband subsequently found work in Beijing. When he returned there in May 2017, he resided at the Beijing property. The Wife stayed with him at the property in June 2017 and from January to August 2018.¹⁶

(b) The Beijing property had served as the parties’ matrimonial home at the start of the marriage. They would probably have continued

(2) *TXW v TXX* [2017] 4 SLR 799 at [11] – *Held*: A home that was occupied for 12 years during a 21-year marriage did not cease to be a matrimonial home merely because the parties had moved out of it and were living in another property in the last years of their marriage.

(3) *UZM v UZN* [2019] SGHCF 26 at [19] – Property was occupied for 14 years during a 16-year marriage.

¹⁶ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [26(b)]; Husband’s Affidavit of Assets and Means dated 05.03.25 at [35].

to live there but for the fact that the Husband had found a job in Singapore in 2015. When the Husband returned to Beijing to work, the property once again served as the parties' matrimonial home. The property would have continued to serve as their matrimonial home if not for the Husband's decision to work in Singapore in 2018.

Value of the Beijing property

19 Having determined that the Beijing property is a matrimonial asset, the next step is to assess its value.

20 The parties' submission on this are as follows:

Husband	Wife
RMB2.1M ¹⁷	RMB2,429,800 ¹⁸

21 I prefer to adopt the Husband's valuation. *First*, it is based on an *actual offer* made for the Beijing property (in November 2024). *Second*, his valuation is *more recent* than the Wife's, which is based on an appraisal report done 2½ years ago (in January 2023).

22 In valuing the Beijing property, I agree with the Wife that it is appropriate to deduct its outstanding mortgage loan.¹⁹ I assess this loan to be

¹⁷ Plaintiff's 3rd Ancillary Matters Affidavit at [17] and page 100. The Husband had earlier indicated a higher valuation of RMB2.5M: see the Husband's Affidavit of Assets and Means dated 05.03.24 at [11(2)] and page 69 (the valuation was done in June 2023).

¹⁸ See Defendant's Submissions dated 02.05.25 at [6] (page 4); Wife's 3rd Ancillary Matter Affidavit dated 03.02.25 at page 693. The valuation was done in January 2023.

¹⁹ See Defendant's Reply Submissions dated 06.05.25 at [4].

RMB393,381.27.²⁰ After deducting the outstanding mortgage loan from RMB2.1M, the value of the Beijing property is RMB1,706,618.73 (\$318,994.16).²¹

Disputed asset – Husband’s \$500,000 bonus in 2021

23 I now turn to the next disputed asset – the Husband’s bonus of about \$500,000 in 2021 (“**Bonus**”).

Parties’ position

24 The Wife contended that the Husband had failed to account for the Bonus.²² This contention had been “vehemently denied”. According to the Husband, he had voluntarily disclosed the records for the relevant accounts, and that these records show the following.²³

	Date/Period	Event/Actions by Husband
(a)	2021	Received Bonus in UOB Mighty FX account no. 757XXX
(b)	April 2021	Transferred Bonus to the Husband’s ICBC Singapore account no. 010XXX.
(c)	August 2021	Transferred Bonus to Husband’s DBS account no. 288XXX.

²⁰ This is based on the following – Outstanding mortgage loan of RMB410,020.47 (as of November 2024) minus RMB16,639.20 (i.e., six months of mortgage instalments at RMB2,773.20 paid from December 2024 to May 2025). See Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [26(f)] and [34].

²¹ Based on a conversion rate of RMB5.35 = \$1: Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [34].

²² Defendant’s Submissions dated 02.05.25 at [22] to [28].

²³ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [38] and [39].

	Date/Period	Event/Actions by Husband
(d)	September 2021	Transferred Bonus to Moomoo stock account no. 100XXX (Moomoo ID 708XXX). The Bonus remained in the Husband's Moomoo account. The difference is due to stock losses.

25 The Wife submitted that the records do not support the Husband's evidence in [24(d)] – that the Bonus was transferred to the Moomoo account.²⁴

(a) *First*, the records of DBS account 288XXX show that funds totalling USD365,000 (\$493,261)²⁵ were transferred to an account bearing number “072XXX255” as follows:

	Date	Amount (USD)
(i)	02.09.21	100,000
(ii)	06.09.21	150,000
(iii)	08.09.21	115,000
	Total	365,000

The Wife highlighted that (1) the account “072XXX255” *does not match* Moomoo's account no. 100XXX, and (2) there is no evidence to show that “072XXX255” is linked to the Moomoo account.

(b) *Second*, the Husband had failed to produce the Moomoo transaction records from September to November 2022.

²⁴ Defendant's Reply Submissions dated 06.05.25 at [5] to [11].

²⁵ The transaction records are in the Wife's 3rd Ancillary Matter Affidavit dated 03.02.25 at page 121. The conversion to Singapore dollar is based on the conversion rate of 1.3514 as stated in the bank records.

26 The Husband's response to the discrepancies in the account numbers (i.e., 072XXX255 v 100XXX) is as follows.

(a) *First*, the Wife had failed to raise this issue in her requests for discovery. As such, he had been unfairly deprived of an opportunity to respond to her submission in his affidavits.

(b) *Second*, and in any event, the discrepancies in the account numbers are due to Moomoo's system enhancement in 2022. The Husband referred me to the following email from Moomoo in June 2023:²⁶

... Moomoo Financial Singapore Pte Ltd underwent system enhancement in Q4 2022. ... The purpose of the enhancement was to assimilate the accounts such as HK Margin Account, US Margin Account, and CN Margin Account (which is under previous account structure) into Universal Account (Main Account). ...

We hereby confirm that your account details are as below after the completion of the system enhancement.

...

Moomoo ID	708XXX
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...

Universal Account (Main Account):	100XXX989
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Universal Securities Account (Sub-Account):	100XXX230
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US Margin Account:	100XXX314 (closed)
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HK Margin Account:	100XXX918 (closed)
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CN Margin Account:	100XXX828 (closed)
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²⁶ This email is contained in the Plaintiff's 3rd Ancillary Matters Affidavit dated 13.03.25 at page 65.

(c) *Finally*, the contemporaneous records show that the following funds – which match those in [25(a)] above – were deposited into the Moomoo accounts in September 2021:

	Date	Amount
(i)	02.09.21 ²⁷	USD100,000
(ii)	06.09.21 ²⁸	\$199,935.01 (USD150,000) ²⁹
(iii)	08.09.21 ³⁰	USD115,000
	Total	365,000

My decision

27 The issue before me is essentially this – Has the Husband sufficiently addressed the discrepancies in the account numbers (i.e., 072XXX255 v 100XXX). To address this issue, I will need to consider whether it is possible that the records in [25(a)] and [26(c)] above relate to the same transactions – even though the account numbers are different.

28 I accept the Husband’s explanation at [24(d)] above that the Bonus had been deposited into the Moomoo account.

²⁷ The funds were deposited in the Husband’s US Stocks Margin Account: see the Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 at page 304.

²⁸ The funds were deposited in the Husband’s Moomoo Universal Securities Account No. 100XXX230: see the Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 at page 193.

²⁹ Based on an exchange rate of 0.75.

³⁰ The funds were deposited in the Husband’s US Stocks Margin Account: see the Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 at page 304.

(a) In my view, it is improbable that the deposits in [25(a)] and [26(c)] above – which involve the *same* date and the *same* amount – can relate to *different* transactions.

(b) This is especially so given that the amounts involved are huge. If the deposits in [25(a)] and [26(c)] above did in fact relate to different transactions, this would mean that on top of the Bonus, the Husband had deposited *another* USD 365,000 (\$500,000) from 2 to 8 September 2021. Given the Husband’s income (see [60(c)] below), it is improbable that he had such monies.

Total value of matrimonial assets

29 To sum up, the matrimonial assets liable for division are as follows:

	Matrimonial assets	Value (\$)
(a)	In joint names ³¹	577,161.23
(b)	In Husband’s sole name: Undisputed ³²	432,907.42
(c)	In Wife’s sole name: Undisputed ³³	117,458.17
(d)	In Husband’s sole name: Beijing property ³⁴	318,994.16
	Total	1,446,520.98

³¹ See [4(a)] above.

³² See [4(b)] above.

³³ See [4(c)] above.

³⁴ See [22] above.

Approach for dividing matrimonial assets

30 Having determined the total value of the matrimonial assets, the next step is to divide them in a “just and equitable” way.

31 The parties have a dual-income marriage.³⁵ For such marriages, courts have typically applied the “structured approach” to dividing the matrimonial assets. Under this approach, a court considers two factors when making a division. *First*, the parties’ direct financial contributions towards “the acquisition or improvement of matrimonial assets”. *Second*, the parties’ “indirect contributions to the well-being of the family”. Thereafter, courts will divide the matrimonial assets between the parties base on their respective contributions to the matrimonial partnership: *ANJ v ANK* [2015] 4 SLR 1043 at [22] and [26]; *TNL v TNK* [2017] 1 SLR 609 at [42], [44], [46] and [47].

Parties’ submissions on the contribution ratio

32 The parties’ submissions of their respective contributions to the matrimonial partnership are as follows:

(a) The Husband’s submissions:³⁶

Contributions	Husband (%)	Wife (%)
Direct financial contributions	86.4	13.6
Indirect contributions	60	40
Average	73.2	26.8

³⁵ The Wife had taken the position that the parties had a single-income marriage in her submissions: Defendant’s Submissions dated 02.05.25 at [32]. During the hearing on 06.05.25, the Wife’s counsel conceded that the marriage is dual income.

³⁶ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [45] to [48].

(b) The Wife submissions:³⁷

Husband (%)	Wife (%)
65	35

My decision

Direct financial contributions

33 I begin by assessing the parties' direct financial contributions.

34 I proceed on the basis that funds for assets held in a party's *sole* name would have come from that party.

35 Under this approach, I will only need to assess the extent of direct financial contributions by each party for those assets held in *joint* names. There are two such assets in the present case: (1) the UOB One Account 374 XXX ("**UOB One Account**") and (2) the matrimonial home: see [4(a)] above.

(a) UOB One Account – The Husband had requested that the funds in this account (\$638.35) be attributed to him solely as (i) he was the sole party who had contributed to the account and (ii) the Wife did not deny this. I see no issue with acceding to this request.

³⁷ Defendant's Submissions dated 02.05.25 at [52] to [62]. In the Defendant's Reply Submissions dated 06.05.25 at [17], she submitted that her indirect contributions ought to be assessed at 75%.

(b) Matrimonial home – The Husband had submitted that the parties’ direct financial contributions are as follows: **\$516,331.88** (Husband) and **\$43,944.38** (Wife).³⁸ Having considered the Husband’s computations of the payments made, I find his submission to be reasonable.

36 Accordingly, the parties’ direct financial contributions are as follows:

	Matrimonial assets	Husband’s contribution	Wife’s contribution
(a)	In joint names ³⁹	\$516,970.23 ⁴⁰	\$43,944.38
(b)	In Husband’s sole name: Undisputed ⁴¹	\$432,907.42	0
(c)	In Wife’s sole name: Undisputed ⁴²	0	\$117,458.17
(d)	In Husband’s sole name: Beijing property	\$133,780.37 ⁴³	0

³⁸ Based on Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [42] and [43]. The total of \$516,331.88 (Husband) and \$43,944.38 (Wife) is \$560,914.61. I am mindful that there is lower than the agreed value at \$577,161.23: see [4(a)] above. This discrepancy can be attributed to the difference in dates of valuation. The value of \$560,914.61 is based on data as of October 2024, while the value of \$577,161.23 is based on data as of January 2025. This difference in valuation is immaterial as the purpose of the current exercise is simply to ascertain the respective contribution ratio of the parties.

³⁹ See [36(a)] above.

⁴⁰ This is based on \$638.35 (UOB One Account) + \$516,331.88 (matrimonial home).

⁴¹ See [4(b)].

⁴² See [4(c)].

⁴³ This is based on the payments that the Husband and his parents had made towards the Beijing property – i.e., RMB550,000 + RMB19,825 + RMB39,900 + RMB106,000: see Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [26(e)] and [26(g)]. The total is RMB715,725, or \$133,780.37 (at a conversion rate of \$1 = RMB5.35). I did not include the payments made via the property’s rental income – as they did not come from the Husband.

	Matrimonial assets	Husband's contribution	Wife's contribution
(e)	Total (Individual) Sum of (a) to (d) above	\$1,083,658.02	\$161,402.55
(f)	Total (Combined)	\$1,245,060.57	
(g)	Contribution ratio	87%	13%

Indirect contributions

37 I now come to the parties’ indirect contributions to “the well-being of the family”. The factors that courts typically consider for such contributions have been discussed in *XDZ* at [29(b)]. These factors include the extent to which each party (a) had paid the household expenses, (b) had performed the household chores, (c) had cared for the child(ren) and other family members, (d) had expended money and effort to maintain/enhance the condition of the matrimonial home, (e) had expended money and effort to enhance the quality of life of family members, (f) had made personal sacrifices for the family, and (g) had supported the other party.

38 Using the above factors, I find that the parties’ indirect contributions relative to each other are as follows:

	Contributions	Findings
(1)	Household expenses <i>Finding: The Husband had contributed more than the Wife</i>	(a) It is not disputed that throughout the marriage, the Husband had consistently drawn a much larger income than the Wife. (b) As such, I accept his evidence that he had paid for (i) most of the family’s and the son’s expenses, (ii) the Wife’s hospitalisation and

	Contributions	Findings
		medical bills, and (iii) the family holiday expenses. ⁴⁴
(2)	Household chores <i>Finding: The Wife had contributed more than the Husband</i>	(a) Each party claimed to be more involved (than the other party) in shouldering the household chores. There is no objective evidence to corroborate most of these claims. (b) That said, I note the following. <i>First</i> , the Wife was a <i>full-time homemaker</i> while the parties were residing in Singapore from May 2015 to around January 2016. ⁴⁵ <i>Second</i> , while the parties were living in China for about nine months in June 2017 and from January to August 2018, the Wife was not working. <i>Third</i> , in or around February 2020, the Wife had stopped working for about 18 months to look after the son. ⁴⁶ (c) During the above periods (total of about 35 months), ⁴⁷ the Wife would logically have played a more significant role in managing household chores than the Husband (given that he was then in full-time employment).
(3)	Childcare <i>Finding: The Wife had contributed more than the Husband</i>	(a) I accept the Husband's evidence that after the Wife resumed working from about 2021, he had the opportunity to spend more time taking care of the son. This is because he was able to work from home and was on flexible hours. ⁴⁸ (b) I also accept the Wife's submissions that (i) she had made targeted educational plans, researched interventions, purchased learning materials, coordinated therapy, and maintained constant communication with the son's teachers

⁴⁴ Husband's Affidavit of Assets and Means dated 05.03.25 at [28] to [30], [32], [34], [51].

⁴⁵ Letter from the Husband's counsel dated 13.05.25 at page 2.

⁴⁶ This is not disputed by the Husband: see letter from the Husband's counsel dated 13.05.25 at page 2.

⁴⁷ Based on eight months + nine months + 18 months.

⁴⁸ Husband's Affidavit of Assets and Means dated 05.03.25 at [38], [41], [43], [44], [47], [48]; Letter from Husband's lawyers dated 13.05.25 at page 4. See also the considerations in [38(2)(b)] above.

	Contributions	Findings
		<p>and doctors, and (ii) “it has been physically, emotionally, and economically taxing to look after the son who has been clinically diagnosed to have autism spectrum disorder.⁴⁹</p> <p>(c) In my view, the consideration which tips the balance in favour of the Wife (in terms of contributions towards childcare) is the fact that she had stopped working to take care of the son until when he was around 1½ years old. There is no evidence of the Husband having similarly stopped work for such a long duration to care for the child.</p>
(4)	<p>Maintaining / enhancing the condition of the matrimonial home</p> <p><i>Finding: The Wife had contributed more than the Husband</i></p>	<p>(a) I accept the Husband’s evidence that between 2015 and 2019 (when the parties were living together), he was mainly in charge of (a) household repairs, (b) house maintenance, (c) installation of furniture, and (d) arranging and sourcing for suitable their phone plans.⁵⁰</p> <p>(b) That said, I note that during the 35 months when the Wife was not working, she would logically have expended more effort than the Husband in maintaining the condition of the matrimonial home and the Beijing property.</p>
(5)	<p>Enhancing the quality of life of family members</p> <p><i>Finding: Inconclusive</i></p>	<p>There is a dearth of evidence to show that one party had clearly contributed more than the other party to enhancing the quality of life of family members.</p>
(6)	<p>Personal sacrifices for the family</p> <p><i>Finding: The Wife had contributed</i></p>	<p>(a) The Wife had stopped work to look after the son. She had also suffered the stress of having to manage the multiple relocations of households between China and Singapore. Such sacrifices were made so that the Husband could advance in his career and be the sole breadwinner.</p>

⁴⁹ Defendant’s Submissions dated 02.05.25 at [35], [37], [38], and [58]; Defendant’s Reply Submissions dated 06.05.25 at [35] to [39].

⁵⁰ Husband’s Affidavit of Assets and Means dated 05.03.25 at [36], [43] and [50].

	Contributions	Findings
	<i>more than the Husband</i>	(b) The Wife is now in her late 30s. Before marriage, she was working as a data processor (in China). After the marriage, she had worked as a Chinese language teacher (in Singapore), an intern as a kindergarten teacher (in China), and later as a teacher (in China and Singapore). I accept her submission that the frequent relocations as well as having stopped work for about 18 months to be a full-time caregiver for the son had adversely affected her career opportunities. ⁵¹
(7)	Support for spouse <i>Finding: The Wife had contributed more than the Husband</i>	(a) The Husband had financed (more than \$30,000) the Wife's master's degree at NTU from 2017 to 2018. ⁵² (b) In my view, such financial support (though substantial) is not as significant as the support the Husband had received from the Wife. To support his career, she had (i) relocated to Singapore in 2015 when he decided to work here, (ii) returned to China in 2018 when he was working there, and (iii) followed him back to Singapore later in 2018 when his career in China was not doing well. ⁵³

39 Looking at all the factors wholistically, I find that the Wife's indirect contributions are higher than the Husband's, and that their relative contributions are as follows: **40% (Husband) – 60% (Wife)**.

⁵¹ Defendant's Submissions dated 02.05.25 at [34], [54] to [60]; Letter from the Husband's lawyers dated 13.05.25 at pages 2 to 4; Defendant's Reply Submissions dated 06.05.25 at [40] to [45].

⁵² Husband's Affidavit of Assets and Means dated 05.03.25 at [33].

⁵³ Defendant's Submissions dated 02.05.25 at [34]; Defendant's Reply Submissions dated 06.05.25 at [46] to [52].

Ratio for division of matrimonial assets

40 Considering both the parties' direct and indirect contributions, I find that the matrimonial assets should be divided in the ratio of **63.5 (Husband) – 36.5 (Wife)**.

	Contributions	Husband	Wife
(a)	Direct contributions ⁵⁴	87%	13%
(b)	Indirect contributions ⁵⁵	40%	60%
(c)	Average of (a) and (b)	63.5%	36.5%

Parties' share of the matrimonial assets

41 Based on the ratio in [40] above, the matrimonial assets are to be divided between the parties as follows:

Value (100%)	Husband's share (63.5%)	Wife's share (36.5%)
\$1,446,520.98 ⁵⁶	\$918,540.82	\$527,980.16

Effecting the division

42 On the basis that the matrimonial assets in sole name and the UOB One Account⁵⁷ will be held by the relevant parties, their respective shares in the matrimonial home will be as follows:

⁵⁴ See [36] above.

⁵⁵ See [39] above.

⁵⁶ See [29] above.

⁵⁷ There is no need to divide the funds in this account since it is only \$638.35.

		Husband	Wife
(a)	Share in matrimonial assets (Total) ⁵⁸	\$918,540.82	\$527,980.16
(b)	Assets in sole name & UOB One Account	\$752,539.93 ⁵⁹	\$117,458.17 ⁶⁰
(c)	Share in net sale proceeds of matrimonial home (\$576,522.88) ⁶¹ Based on (a) minus (b)	\$166,000.89	\$410,521.99

43 By the time of the hearing before me, the parties have already made the following arrangements regarding the sale proceeds of the matrimonial home:⁶²

		Husband	Wife
(a)	Refunded to CPF accounts	\$132,476.14	\$32,648.86
(b)	Funds held by parties pursuant to mutual agreement	\$150,000	\$150,000
(c)	Funds held by jointly appointed conveyancing lawyers as stakeholder	\$98,197.88	
(d)	Total – i.e., (a) + (b) + (c)	\$563,322.88	

44 At this juncture, I digress to note that based on the figures provided by the parties, it appears that there is a discrepancy of \$13,200 in the value of the sale proceeds of the matrimonial home: compare [43(d)] and with [4(a)(1)].

⁵⁸ See [42(a)] above.

⁵⁹ Based on the values in [4(a)(2)] + [4(b)] + \$318,994.16 (Beijing property): see [22].

⁶⁰ Based on the value in [4(c)].

⁶¹ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [40(1)].

⁶² Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [9], [10] and [53].

When considered against the total value of the matrimonial assets (\$1,446,522.98),⁶³ I find that this discrepancy is not significant.

45 To recap – the Wife is entitled to \$410,521.99 from the sale proceeds of the matrimonial home: [42(c)] above. She has already received a sum of \$150,000 of these proceeds: [43(b)] above. This means that the Wife should receive a further sum of **\$260,521.99** from the sale proceeds of the matrimonial home (i.e., \$410,521.99 minus \$150,000). In the circumstances, I order that the Wife is to receive this sum of \$260,521.99 as follows:

		Amounts
(a)	From the Husband – Sale proceeds of the matrimonial home held by him	\$150,000.00
(b)	From the conveyancing lawyers – Sale proceeds of the matrimonial home held by them	\$98,197.88
(c)	From the Husband – Cash	\$12,324.11
	Total	\$260,521.99

Whether the Husband had hidden wealth

46 Before moving to the next issue, I wish to briefly address the Wife’s suspicion that the Husband had concealed assets estimated at about \$600,000. She came to this suspicion based on the following:

- (a) *First*, she speculated that the Husband’s monthly savings are approximately \$4,000 to \$5,000, amounting to SGD 60,000 annually. Extrapolating from this, he would have saved about \$360,000 in the six years between 2018 to 2023.

⁶³ See [29] above.

(b) *Second*, the Husband's actual savings could even be higher given that (i) the costs of living in Beijing are lower than those in Singapore and (ii) he had received bonuses estimated at \$20,000 in 2020, \$510,000 in 2021, and \$30,000 in 2022.⁶⁴

Given the above, the Wife submitted I ought to include half of the alleged concealed assets (i.e., about \$300,000) into the matrimonial pool for division.

47 I am unable to accept the Wife's submission.

(a) *First*, her claims that the Husband had hidden wealth and undisclosed bonuses are based on conjecture.

(b) *Second*, the Wife's submission that the Husband has monthly savings of \$4,000 to \$5,000 for the past six years is premised on the Husband drawing an income of \$13,333/month since 2018. She had failed to prove that he had been earning such an income for the past six years.

(c) *Third*, the Wife's claims that the Husband has substantial savings ignores the fact that he had to pay tax on his earnings. (For instance, he had paid \$112,714.25 in taxes in 2022.⁶⁵) Additionally, these claims contradict her own submissions that the family had been leading a very comfortable lifestyle principally financed by the Husband. See, for instance, the following submissions from the Wife:⁶⁶

⁶⁴ Defendant's Reply Submissions dated 06.05.25 at [12] to [16].

⁶⁵ See the Plaintiff's 3rd Ancillary Matter Affidavit dated 03.02.25 at page 341.

⁶⁶ Defendant's Submissions dated 02.05.25 at [100].

In relation to standard of living, the child has enjoyed an *elevated* standard of living, with the parties travelling frequently with *at least 8 international trips per year* were recorded, with most expenses covered by the Husband until recently. This supports an inference that the parties maintained a *relatively high standard of living* during the marriage.

[emphasis added]

(d) *Finally*, regarding the Wife’s submission that the costs of living in Beijing is lower than Singapore, it bears highlighting that the Husband had worked there for only a relatively brief period – between May 2017 and August 2018 – and not throughout the duration of the marriage.

Custody, care and control

48 I will now turn to issues regarding the custody, care and control of the son. He is currently about five years old and has been “diagnosed *clinically* with autism spectrum disorder”.⁶⁷ (emphasis added)

Parties’ position

49 The parties have submitted for the following orders to be made regarding the son:

⁶⁷ See the medical report (dated 15.11.24) by Dr Low in the Wife’s Supplementary Affidavit dated 16.04.25 at page 4. In an *earlier* medical memorandum (dated 06.09.24), Dr Low had stated that he had “noticed features that are suggestive of Autism Spectrum Disorder (ASD). However, I would like to emphasize that this observation is made from a general clinical perspective and *not a formal diagnostic evaluation*”. [emphasis added] Dr Low added that “[t]he opinion and findings of the attending child development specialist should take precedence over my impression”.

	Husband's position	Wife's position
Custody	Joint ⁶⁸	
Care & Control	Shared ⁶⁹ Son to be in the Husband's care – From Wednesday (after school) to Saturday (5.00 pm) Son to be in the Wife's care – From Saturday (5.00 pm) to Wednesday (morning) With special arrangements for holidays, overseas travels, etc. ⁷⁰	To the Wife ⁷¹
Access	Liberal access to the Husband <i>(If shared care and control arrangement is rejected)</i> ⁷²	Liberal and structured access to the Husband ⁷³ Husband to have the following access: ⁷⁴ Send the Son to school everyday Overnight access – From Friday (after school) to Saturday (5.00 pm)

⁶⁸ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [54] to [57]; Indication by the Wife's counsel during the hearing on 6 May 2025.

⁶⁹ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [58].

⁷⁰ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [59].

⁷¹ Defendant's Submissions dated 02.05.25 at [63].

⁷² Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [92] to [95].

⁷³ Defendant's Submissions dated 02.05.25 at [75].

⁷⁴ Wife's Affidavit of Assets and Means dated 26.02.24 at [27].

Applicable considerations

50 Before addressing the parties’ submission, it is useful to first set out the applicable principles.

(a) *Shared care and control arrangements.* The relevant considerations have been discussed in detail in *XLS v XLT* [2025] SGFC 49 (“*XLS*”) at [8] and [9]. They include the following: (i) Whether there is allegation of family violence against the child by the parent(s); (ii) Whether both parents are equally committed to care for the child; (iii) Whether the parents are equally able to care for the child; (iv) Whether the parents can cooperate within an arrangement of shared care and control; (v) Whether there has been attempts to alienate the child; and (vi) Whether a shared care and control arrangement is likely to harm the child.

(b) *Sole care and control arrangements.* The relevant considerations have been discussed in detail in *XDZ v XEA* [2024] SGFC 90 (“*XDZ*”) at [14] to [16]. They include the following: (i) The parents’ past and present interactions with the child; (ii) The parents’ future caregiving arrangements; (iii) Adverse considerations.

My decision

Shared care and control arrangement is appropriate

51 Taking reference from the relevant considerations set out in [50] above, my findings are as follows.

Factors		Considerations
(1)	<p>Whether there is allegation of family violence on the son by the parent(s)?</p> <p><i>Finding – No</i></p>	<p>(a) The Husband did not make any allegation of family violence committed on the son by the Wife.</p> <p>(b) According to the Wife, the Husband had committed family violence on the son on an unspecified date. She alleged that he had pressed the child on the ground and forced food into the child’s mouth.⁷⁵</p> <p>(c) I find that the Wife’s allegation is of a generic nature, lacking in particulars, and unsubstantiated. In the circumstances, the allegation has not been proved.</p>
(2)	<p>Whether the parents are equally committed to care for the son?</p> <p><i>Finding – Yes</i></p>	<p>(a) The Husband did not dispute that the Wife was involved in the son’s life and upbringing.⁷⁶</p> <p>(b) I thus considered whether the Husband is a committed parent. According to him, when the son was an infant, he would take turns with the Wife to wake up at night to attend to the child and with the bottle feeding. It is also the Husband’s evidence that he had, among others, (i) coordinated the son’s weekly sessions with a speech therapist from September 2021 to February 2023, (ii) got the child ready in the morning and sent him to the childcare centre, (iii) picked up the son from the half-day childcare, (iv) enrolled him in full-day preschool, and (v) brought the child to the early intervention centre for four days a week since March 2024.⁷⁷ The foregoing evidence shows that the Husband is a hands-on father. The Wife had failed to persuade me why I should reject such evidence.⁷⁸</p>
(3)	<p>Whether the parents are equally able to care for the son?</p>	<p>(a) By seeking shared care and control, the Husband can be taken to have accepted that the Wife can care for the son.</p>

⁷⁵ Defendant’s Submissions dated 02.05.25 at [49] and [51]; Wife’s Ancillary Affidavit dated 26.11.24 at [76] to [81] and [109]; Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 at [59] to [62].

⁷⁶ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [63].

⁷⁷ Plaintiff’s 2nd Ancillary Matters Affidavit dated 06.11.24 at [63] to [69]; Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [63] to [66].

⁷⁸ Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 from [40] to [57].

Factors		Considerations
	<i>Finding – Yes</i>	<p>(b) In the circumstances, I considered whether the Husband can care for the child. According to him, (i) he is able to work from home and be on flexi-hours, (ii) he will continue his arrangement of spending entire mornings with the son and bringing him for therapy sessions, (iii) he plans to buy an apartment close to the Wife’s future home to readily reach out and support the son when needed, (iv) he will enlist the help of his parents (who have a strong bond with the son) to help care for the son, and (v) he intends to hire the existing domestic helper (who is familiar with the son’s routines) to help with the household chores so that he can be freed up to care for the child. I find the Husband’s care plan to be “sound” and “practical”.⁷⁹</p> <p>(c) The Wife had failed to convince me that the above evidence should be rejected.⁸⁰</p>
(4)	<p>Whether the parents can cooperate within an arrangement of shared care and control?</p> <p><i>Finding – Yes</i></p>	<p><u>Parties’ positions</u></p> <p>(a) The Husband believes that he and his Wife can co-parent.⁸¹</p> <p>(b) The Wife is less optimistic. According to her, there is significant acrimony between the parties. Furthermore, the Husband had allegedly kept her out of important matters relating to the son. Specifically, he had (i) concealed from her information regarding the son’s diagnosis and recommended treatment, (ii) unilaterally made decisions on the child’s education and intervention methods without consulting her, (iii) failed to inform about the child’s field trips and a parent-teacher’s meeting, and (iv) failed to give her access to the son’s school communication app account until after she requested for it.⁸²</p> <p><u>My decision</u></p>

⁷⁹ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [69] to [74].

⁸⁰ Wife’s 3rd Ancillary Matter Affidavit dated 26.11.24 from [99] to [115].

⁸¹ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [81] and [82].

⁸² Defendant’s Submissions dated 02.05.25 at [68] to [72].

Factors	Considerations
	<p>(c) I am not persuaded by the Wife’s reasons as to why the parties cannot cooperate within an arrangement of shared care and control. These are my reasons.</p> <p>(i) <i>First</i>, the matters raised by the Wife do not prove that co-parenting is not possible. Specifically, these matters do not show that the parties clearly cannot (1) discuss and agree on the son’s daily activities and (2) ensure that his daily life is seamless even when he switches homes: <i>XLS</i> at [9(d)].</p> <p>(ii) <i>Second</i>, the mere fact that there is acrimony in the parties’ relationship does not preclude a shared care and control arrangement: <i>XLS</i> at [9(e)]. In my view, the Wife can co-parent. I note the following evidence from her:⁸³</p> <p style="padding-left: 40px;">Although my marriage with the [Husband] is coming to an end, my only wish is to create a nurturing and secure environment for [the son] to grow up in. [The son] requires more love and support from his parents than other children, and I hope that, as his parents, we can both share this responsibility and work together to provide the support he needs for his life and development. His happiness is our shared goal, and I hope that we both do everything we can to ensure he has a future full of hope and warmth.</p> <p style="padding-left: 40px;">[text in square brackets added]</p> <p>(d) I now come to the Wife’s claims that the Husband had previously kept her out of important matters relating to the son.</p> <p>(i) I have difficulty accepting these claims. I accept the Husband’s submissions that the claims were raised only in the Wife’s last affidavit in February 2025⁸⁴ and that he did not have the opportunity to</p>

⁸³ Wife’s Ancillary Matter Affidavit dated 26.11.24 at [114].

⁸⁴ Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 at [83] to [91].

Factors		Considerations
		<p>respond to any of them.⁸⁵ Given that the Husband had sought a shared care and control arrangement as far back as in his first affidavit (March 2024), the Wife could (and should) have raised her claims earlier as to why the Husband cannot be trusted to co-parent.⁸⁶</p> <p>(ii) For completeness, I wish to add that the law expects parents to cooperate to promote the child's best interests. The <i>Husband is to note</i> that should he fail to involve the Wife in matters relating to the son, then this can affect, e.g., a court's assessment as to whether such an order should be varied to a sole care and control order in favour of the Wife.</p> <p>(e) <i>Finally</i>, I note the parties have been attending counselling to assist them in co-parenting.⁸⁷ This can help to reduce the acrimony between them. Counselling can also remind them that the son needs them to be able to work together in his best interests.</p>
(5)	<p>Has there has been attempt to alienate the son?</p> <p><i>Finding – Yes</i></p>	<p><u>Parties' position</u></p> <p>(a) The Husband submitted that⁸⁸ –</p> <p>... there are real concerns that the Wife will not be facilitative of the Husband's access in the event where she has sole care and control. The Wife has a history of gatekeeping the child and preventing the Husband from spending time with the child. She openly badmouths the Husband in front of the child (such as labelling him a liar and selfish) and openly expresses her disdain for the Husband and how she does not wish for the child to be around his father.</p> <p>(b) The Wife had also made similar accusations against the Husband. Among others, she alleged that</p>

⁸⁵ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [86] and [87].

⁸⁶ Husband's Affidavit of Assets and Means dated 05.03.24 at [62].

⁸⁷ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [83].

⁸⁸ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [75] to [79]; Wife's 3rd Ancillary Matter Affidavit dated 03.02.25 at [76] and [87].

Factors		Considerations
		<p>the Husband and his family had failed to give her the opportunity to build a close relationship with the son.⁸⁹</p> <p><u>My decision</u></p> <p>(c) Given the above allegations by both parties, an order of shared care and control may be appropriate to address the parties’ concerns and prevent further alienation: <i>XLS</i> at [9(f)].</p>
(6)	<p>Is a shared care and control arrangement likely to harm the son?</p> <p><i>Finding – No clear evidence</i></p>	<p><u>Wife’s position</u></p> <p>(a) It is the Wife’s case that a shared care and control arrangement is likely to harm the son. (The Husband did not make similar submission against the Wife.)</p> <p>(b) The Wife alleged that the Husband had <i>failed to stop his mother</i> from (i) spoon-feeding the son (which is contrary to the therapists’ recommendations that the child be allowed to eat independently)⁹⁰ and (ii) waking the son from his sleep.⁹¹ The Husband had also been in denial that the son has autism spectrum disorder and challenges the need for reasonable therapeutic and enrichment expenses for the child.⁹²</p> <p>(c) The Wife further alleged that the Husband had allowed the child (i) to play late at night, (ii) to sleep in just diapers, (iii) to use inappropriate language, and (iv) to push another child while in Taipei without intervening in the matter.⁹³ The Husband’s conduct had (i) undermined the rules and routines that she had imposed on the child and (ii) put the child’s “health and long-term growth at risk”.⁹⁴</p> <p>(d) The Wife submitted that granting shared care and control in the above circumstances would not only destabilize the child’s routine but would also expose him to conflicting parenting styles and place the child</p>

⁸⁹ Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 at [65], [69], [73] and [75].

⁹⁰ Defendant’s Submissions dated 02.05.25 at [65].

⁹¹ Defendant’s Submissions dated 02.05.25 at [47] and [66].

⁹² Defendant’s Submissions dated 02.05.25 at [71].

⁹³ Wife’s 3rd Ancillary Matter Affidavit dated 03.02.25 at [60], 67] to [69], [72] and [82].

⁹⁴ Defendant’s Submissions dated 02.05.25 at [67].

Factors		Considerations
		<p>at risk of developmental regression and emotional confusion.⁹⁵</p> <p><u>My decision</u></p> <p>(e) I am unable to accept the Wife’s submissions.</p> <p>(f) <i>First</i>, the Wife’s allegations were made only in her last affidavit in February 2025. The considerations and difficulty in accepting such evidence – as stated in (4)(d)(i) above – apply equally here.</p> <p>(g) <i>Second</i>, the Wife’s allegation that the Husband has challenged the the need for reasonable therapeutic and enrichment expenses for the son is contradicted by the Husband’s evidence. According to the Husband, (i) he had sought medical advice regarding the son’s condition when the latter was about 1.5 years old, (ii) he coordinated the son’s weekly speech therapy sessions from September 2021 to February 2023, and (iii) brought the child to the early intervention centre for four days a week since March 2024.⁹⁶</p> <p>(h) <i>Finally</i>, the son is about five years old. Both parents have played a part in his upbringing. The Husband has given evidence on how he would care for the son if shared care and control is ordered. The Wife has failed to show that the Husband’s care plan will not mitigate the uncertainties and disruptions into his routines that may be caused by living in two households: <i>XLS</i> at [9(g)] to [9(h)].</p>
(7)	Other considerations	<p>I accept the Husband’s submissions that the following considerations favour a shared care and control arrangement for the son.</p> <p>(a) The child will be able to interact more regularly with both parents than the granting of sole care and control to just one parent.</p> <p>(b) A shared care and control arrangement will give both parents more “down time” to recharge and thus</p>

⁹⁵ Defendant’s Submissions dated 02.05.25 at [68] to [72].

⁹⁶ Plaintiff’s 2nd Ancillary Matters Affidavit dated 06.11.24 at [65] and [68].

Factors	Considerations
	attend to the son in their best state when he is back in their respective care. ⁹⁷

52 Having considered the relevant factors wholistically, I find that a shared care and control arrangement is *suitable* for the son.

Nature of shared care and control arrangement

53 The Husband had proposed how the son’s care and control could be shared between the parties.⁹⁸ The Wife did not show that this proposal is unworkable. I find the proposal to be reasonable and made the terms of the shared care and control order accordingly.

Child maintenance

54 I now come to the issue of the son’s maintenance.

Son’s monthly expenses

55 I begin by assessing how much is required to maintain the son each month. On this issue, the parties’ estimate, as well as my finding, on his monthly expenses are as follows:

⁹⁷ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [67].

⁹⁸ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [58] and [59].

Husband's estimate	Wife's estimate	My finding
\$2,360	\$5,565 ⁹⁹	\$2,575 For details as to how the son's monthly expenses have been determined, see <u>Annex A.</u>

56 It is evident from the above that my finding regarding the son's monthly expenses is closer to the Husband's than the Wife's. I take this opportunity to make some observations.

(a) I found the Wife's estimate to be excessive. For instance, she had estimated that the son needs \$1,000/month (about \$30/day) for food and groceries. It bears highlighting that the child is only about five years old.

(b) It is incumbent on the Wife to provide sufficient evidence to support her case that \$5,565/month is needed to maintain the son. She has failed to prove this.

(c) Instead, she sought to justify her high estimates by submitting that the Husband earns a high income.¹⁰⁰ I find this submission wholly unmeritorious. It ignores the fact that the Husband's expenses post-divorce will increase with the need for him to set up his own household.

⁹⁹ Defendant's Submissions dated 02.05.25 at [115]. I note that the Wife had estimated a higher amount of \$7,580 in her affidavit dated 26.02.2024 at [17]. During oral submissions, the Wife's counsel explained that the Wife's affidavit was prepared before he came to represent her.

¹⁰⁰ The Wife's submissions are at the Defendant's Submissions dated 02.05.25 at [123] to [138].

Parties' contribution ratio

57 Having determined the son's monthly expenses, the next issue is how the parties should share these expenses. Their submissions on this issue are as follows:

Husband's submission ¹⁰¹	Wife's submission ¹⁰²
80 (Husband) – 20 (Wife) The above is based on the parties' income ratio	Husband to contribute \$4,145/month (son's regular monthly expenses) Plus 90% of enrichment classes, therapy and intervention programs, rental, travel, and other expenses

58 Based on the Husband's submission, the parties' contributions towards the son's maintenance are as follows:

	Amount
(a) Son's expenses (Total)	\$2,575
(b) Husband's share of maintenance Based on 80% of (a)	\$2,060
(c) Wife's share of maintenance Based on 20% of (a)	\$515

59 I accept the Husband's submission. These are my reasons.

¹⁰¹ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [97] and [105].

¹⁰² Defendant's Submissions dated 02.05.25 at [119] to [122].

60 Courts must “have regard to all the circumstances of the case” when ordering child maintenance in divorce cases: s 69(4) read with s 127 of the Charter. This includes considering whether there is a significant disparity in the financial positions between the parties, and if so, whether one of them will suffer hardship if he/she is made to contribute equally to the child’s expenses.

(a) If there is *no* such disparity, then courts have ordered the parties (i) to bear the child’s expenses equally, and (ii) to bear the costs for the child’s living expenses when he/she is in the party’s respective care. See e.g., *CXR* at [2], [117] and [119]; *VFS v VFT* [2020] SGFC 15 at [36]; *VLE v VLF* [2020] SGFC 74 at [54] to [56].

(b) However, if there *is* a significant disparity and one of them will suffer hardship, then courts have the power to – and should – mitigate such hardship. In this regard, courts have ordered the party who is much better off financially to bear more of the child’s expenses. Here are some examples:

Precedent		Order made / Reasons
(1)	<i>BZD v BZE</i> [2020] SGCA 1 at [2], [4], [11], [12], [20] and [23]	(i) The man, a British national, was a banker earning \$90,760/month. The former wife was a homemaker throughout the marriage and has not sought employment since the divorce. She lived in Taiwan and the children were teenagers and studying in the UK. (ii) On divorce, the High Court ordered, among others, the following: (1) The man was to pay the former wife \$600/month being maintenance contribution for the children for the period they were with her; (2) The man was to pay for the children’s air fare expenses for two visits to Taiwan per year; (3) The man was to pay the former wife the children’s holiday expenses at \$1,000 for both children per visit to Taiwan; and

		<p>(4) The man was to pay for all the children's educational and medical expenses.</p> <p>(iii) The man applied to vary the order such that parties were to be solely responsible for the children's day to day living expenses during their respective periods of care and control. This application was partially allowed – the trial judge ordered that the man was to continue to pay the \$600/month for any period the former wife spends with the children <i>up to 1 February 2020 only</i>.</p> <p>(iv) On the former wife's appeal, the court reinstated the original order such that the man was to pay the former wife \$600/month specified for <i>any period</i> she spends with the children.</p>
(2)	<i>TQL v TQM</i> [2016] SGFC 92 at [5] and [45]	<p>(i) The man's monthly income was \$2,378. The former wife was a homemaker.</p> <p>(ii) Parties were ordered to contribute to the children's maintenance in the ratio of 30 (former wife) – 70 (man).</p>
(3)	<i>VWG v VWH</i> [2021] SGFC 104 at [7], [22], [25], [26], [28], [29] and [46]	<p>(i) The parties had shared care and control of the youngest child.</p> <p>(ii) The man's declared income was between \$16,416.67/month to \$25,310.16/month. He had four cars and three domestic helpers at his parents' Good Class Bungalow. He also owned various properties overseas.</p> <p>(iii) The former wife earned \$1,200/month and was found to have limited employability and income capacity.</p> <p>(iv) The court ordered that (1) The man was to be responsible for the child's expenses provided they were reasonable: medical, transport, pocket money, educational (including school fees, tuition and extra-curricular activities, and year end educational expenses), current mobile phone bills, current health insurance premiums and reasonable replacement of electronic gadgets such as mobile phones, tablets and laptops; (2) The man was to pay the former wife a further</p>

		sum of monies monthly for the child's maintenance
(4)	<i>VLO v VLP</i> [2021] SGFC 68 at [3], [113], [114], [129], [130], [136], [138], and [140]	(io) The man's take-home income over a period of three year and eight months <i>less</i> his total expenses during the same period were \$1,245,000. (ii) The former wife's monthly income and expenses (excluding accommodation and utilities) were \$800 and \$1,500 respectively. (iii) The court ordered the man to pay child maintenance of \$750.00 and bear the bulk of the child's expenses which include, <i>inter alia</i> , his medical, dental and education related expenses on a reimbursement basis. The man was also ordered to bear the child's share of accommodation expenses and utilities when he is the mother's care.
(5)	<i>XLS v XLT</i> [2025] SGFC 49 at [32], [55] to [59]	(i) The man's income was 3.6 times higher than the former wife's. (ii) Parties were ordered to contribute to the son's maintenance in the ratio of 30 (former wife) – 70 (man). (iii) The court found that requiring the parties to bear the child's expenses equally – as contended by the man – would lead to the former wife barely having enough funds from her income to survive at the end of each month while the man would enjoy a huge balance from his income.

61 In the present case, I note the following:

(a) The Husband has a significantly higher income than the Wife.

See the following:¹⁰³

¹⁰³ See Defendant's Submissions dated 02.05.25 at [76] and [119]. The Husband's position is set out in his Skeletal Submissions (for Ancillary Matters) dated 29.04.25 at [103] to [105] and [123]; Husband's Affidavit of Assets and Means dated 05.03.25 at [2].

		Husband	Wife	Total
(1)	Monthly take-home income	\$13,333 81.5% of Total Husband's monthly take-home income is 4.43 times higher than the Wife's	\$3,009 ¹⁰⁴ 18.41% of Total for (1)	\$16,342
(2)	Average monthly income Based on IRAS notices of assessment from 2022 to 2024	\$30,501.11 ¹⁰⁵ (89.35% of Total) Husband's average income is 8.39 times higher than the Wife's	\$3,634.54 10.65% of Total for (2)	\$34,135.65

(b) The Wife will suffer a significant deficit if she is made to bear half of the son's monthly expenses.

Amount/month		
(1)	Wife's personal expenses ¹⁰⁶ Based on Husband's estimate – for computation only. This is not to suggest that the Husband's estimate is accepted. Wife's personal expenses may be higher than the amount shown of the right.	\$2,899.90
(2)	Son's expenses (Half share) ¹⁰⁷	\$1,287.50
(3)	Total expenses: (1) + (2)	\$4,187.40

¹⁰⁴ Based on the Wife's salary slip in March 2024: Plaintiff's 2nd Ancillary Matters Affidavit dated 06.11.24. See also the Wife's employment agreement in her Affidavit of Assets and Means dated 26.02.24 at page 23. The Wife had claimed that her take-home pay was \$2,799. This claim is unsubstantiated.

¹⁰⁵ Based on the IRAS notices of assessment, the Husband's annual income is (a) \$672,120.50 (for year of assessment 2022), (b) \$188,039.50 (for year of assessment 2023), and (c) \$237,880.00 (for year of assessment 2024): Defendant's Submissions dated 02.05.25 at [76].

¹⁰⁶ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [123].

¹⁰⁷ This based on half of the son's monthly expenses: see **Annex A**, s/n 20.

		Amount/month
(4)	Wife’s take-home income	\$3,009.00
(5)	Deficit: (4) minus (3)	\$1,178.40

(c) It is unfair to expect the Wife to bear this hardship for the reasons set out in [66(b)] below.

62 To avoid hardship to the Wife, I order that –

(a) The parties are to bear the costs for the son’s living expenses when the child is in their respective care. This is currently estimated at about \$260/month per party.¹⁰⁸

(b) The Husband is to bear the rest of the son’s monthly expenses. This is currently estimated at about \$2,055.¹⁰⁹

Spousal maintenance

Parties’ position

63 Finally, I come to the issue of spousal maintenance. The parties’ position on this are as follows.

Husband’s position ¹¹⁰	Wife’s position ¹¹¹
No maintenance	Lump sum maintenance

¹⁰⁸ Based on the half of the sum of the items in **Annex A** at s/n 1, 2, and 7 to 9.

¹⁰⁹ Based on the sum of the items in **Annex A** minus the items at s/n 1, 2, and 7 to 9.

¹¹⁰ Husband’s Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [113] to [126].

¹¹¹ Defendant’s Submissions dated 02.05.25 at [90] and [105].

Husband's position ¹¹⁰	Wife's position ¹¹¹
If maintenance is ordered, the duration of the maintenance should be no more than six months	Based on \$7,580/month with a multiplier of four to five years

My decision

Purpose

64 Under s 113(1) of the Charter, a man may be ordered to pay maintenance to his former wife. Such maintenance is ordered to serve the following purposes.

(a) *First*, to mitigate the financial impact of a divorce on a former wife: see s 114(2) of the Charter. This is further discussed in [67] to [69] below.

(b) *Second*, to even out any financial inequalities between the parties which may exist after the division of matrimonial assets. Such inequalities may have arisen because of economic prejudice suffered by the former wife during the marriage: *Tan Sue-Ann Melissa v Lim Siang Bok Dennis* [2004] 3 SLR(R) 376 at [27]. Thus, it has been held that the power to order maintenance for a former wife is “*supplementary* to the power to divide matrimonial assets”: *BG v BF* [2007] 3 SLR(R) 233 at [75]; *UYD v UYE* [2019] SGHCF 20 (“*UYD*”) at [64].

65 As an aside, the purpose of spousal maintenance *post*-divorce may be contrasted with that of spousal maintenance *pre*-divorce. The purpose of the latter is to help a wife meet her financial needs where a husband has neglected or refused to provide reasonable maintenance for her: see s 69(1) of the Charter;

Foo Ah Yan v Chiam Heng Chow [2012] 2 SLR 506 at [22]; *XFJ v XFK* [2024] SGFC 102 at [4] and [5].

Spousal maintenance ought to be awarded

66 In my view, it is appropriate to order the Husband to pay spousal maintenance.

(a) *First*, the Wife is likely to need financial assistance to weather the transitions brought about by the divorce. Among others, she will need to pay rent for a new home with the son. She estimated the rent to be about **\$2,000/month to \$2,500/month**.¹¹² If the Wife were to pay the rent from her income (\$3,009/month), she will go into a significant deficit every month.

		Amount/month
(1)	Wife's personal expenses ¹¹³ <small>Based on Husband's estimate – for computation only. This is not to suggest that the Husband's estimate is accepted. Wife's personal expenses may be higher than the amount shown of the right.</small>	\$2,899.90
(2)	Costs of the son's living expenses when he is in the Wife's care ¹¹⁴	\$260.00
(3)	Rental expenses	\$2,000.00 – \$2,500.00
(4)	Total expenses: (1) + (2) + (3)	\$5,159.90 – \$5,659.90
(5)	Wife's take-home income	\$3,009.00
(6)	Deficit: (5) minus (4)	\$2,150.90 – \$2,650.90

¹¹² Defendant's Submissions dated 02.05.25 at [90(e)], [91] to [93].

¹¹³ Husband's Skeletal Submissions (For Ancillary Matters) dated 29.04.25 at [123].

¹¹⁴ See [62] above.

(b) *Second*, it is unfair to expect the Wife to dip into her share of the matrimonial assets to cover the deficits given the following.

(i) The Husband is in a much better financial position than the Wife and he can easily cover her deficits.

		Husband	Wife
(1)	Take-home income ¹¹⁵	\$13,333/month	\$3,009/month
(2)	Share of matrimonial assets ¹¹⁶	\$918,540.82	\$527,980.16

(ii) The Wife had made significant contributions to the family during the marriage: see [38] above; s 114(2)(f) of the Charter.

(iii) The Wife had suffered economic prejudice as a result of her sacrifices for the family. To support the Husband's career, she had given up her own career in China to follow him to Singapore. The Husband accepted that despite having a master's degree from China, the Wife had found it difficult to get a job here based on her qualifications. The situation became so untenable that she had to undertake a course lasting for a few months to improve her job prospects in Singapore.¹¹⁷ Further, the Wife had to relocate from Singapore to China, and then back to

¹¹⁵ See [60(c)] above.

¹¹⁶ See [42(a)] above.

¹¹⁷ Plaintiff's 2nd Ancillary Matters Affidavit dated 06.11.24 at [39].

Singapore again, so that the Husband could seek better career opportunities. During the marriage, the Wife had also stopped work for about 18 months to care for the son. Such a lengthy period of unemployment would surely have an impact on her career. To be clear, in deciding to order spousal maintenance for the Wife, I am mindful that such maintenance is not intended to compensate her for loss of employment or for income that she might have had the opportunity to earn: *VJM v VJL* [2021] 5 SLR 1233 at [43] and [44].

The multiplicand

67 Having determined that it is appropriate to order spousal maintenance, the next issue is *how much* should be the amount in the present case. On this issue, s 114(2) of the Charter directs that if a court decides to order maintenance under s 113(1), then –

... the court is to endeavour to *place the parties*, so far as it is practicable and, having regard to their conduct, just to do so, *in the financial position in which they would have been if the marriage had not broken down* and each had properly discharged his or her financial obligations and responsibilities towards the other.

[emphasis added]

68 The overarching principle embodied in s 114(2) is that of financial preservation: *ATE v ATD* [2016] SGCA 2 at [31]. In my view, one way of achieving the objective in s 114(2) is to consider (a) what additional expenses a former wife would have to bear on her own, and (b) what income she would lose, as a direct result of the divorce. After considering these matters, a court

will be in a better position to determine the amount of financial relief needed to help a former wife weather the transitions brought about by the divorce.

69 It bears highlighting that when determining the quantum of the maintenance to order, a court is not required to ensure that a former wife is put in the same financial position as she was pre-divorce. Instead, a court is simply required to “endeavour” to minimise the financial disruption to her in “so far as it is practicable”. In this regard, s 114(1) stipulates that –

114.—(1) In determining the amount of any maintenance to be paid by a man to his wife or former wife, or by a woman to her incapacitated husband or incapacitated former husband, the court must have regard to all the circumstances of the case including the following matters:

(a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;

(b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;

(c) the standard of living enjoyed by the family before the breakdown of the marriage;

(d) the age of each party to the marriage and the duration of the marriage;

(e) any physical or mental disability of either of the parties to the marriage;

(f) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family; and

(g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring.

70 Applying these principles to the present case, I make the following findings:

(a) The maintenance sought by the Wife is unreasonable. *First*, she had failed to prove that if the marriage had not broken down, the Husband would have ordinarily paid for her expenses at \$7,580/month. *Second*, I find that a number of the expenses that she had claimed for – e.g., transport (at \$1,000/month), clothing (at \$200/month), accessories (at \$300/month), and holiday (at \$1,000/month) – is excessive.¹¹⁸ *Finally*, I fail to understand why she is unable to pay for her personal expenses given that her income is \$3,009/month: s 114(1)(a).

(b) With the divorce, the Wife will have to incur rental expenses: s 114(1)(b). She would not need to bear such expenses “if the marriage had not broken down”. Accordingly, I find it appropriate for the Husband to pay the Wife **\$2,500/month** as financial relief to help cover her likely monthly deficits.¹¹⁹

The multiplier

71 The next question is for *how long* the maintenance should last.

72 The Husband had submitted that the maintenance be limited to only six months. I am unable to accept the Husband’s submission.

(a) The period of maintenance proposed by the Husband is sufficient to cover the Wife’s rental expenses for only half a year. Her income is

¹¹⁸ Plaintiff’s 2nd Ancillary Matters Affidavit dated 06.11.24 at [36].

¹¹⁹ See [66(a)] above.

unlikely to increase by \$2,500 in that time. After this period, is she supposed to dip into her share of the matrimonial assets to cover the deficits?

(b) Further, a short multiplier (such as six months) is generally ordered where there is a need to tide a former wife over for a short period to meet her immediate financial needs. One example is *UYD*. In that case, the High Court had ordered the man to pay his former wife six months' maintenance to tide her over until he transferred \$384,006.27 (of matrimonial funds) to her. Pursuant to the divorce, she had received four properties worth more than \$15M. One of them was for her residence, and she could receive rental income from the other three properties as a substitute for maintenance: *UYD* at [65] to [67].

73 In my view, the period of maintenance should give the Wife sufficient time to adapt to her new circumstances post-divorce and to stabilise her finances. In this regard, applying s 114(1), I note the following.

(a) *First*, the Wife has a take-home income of about \$3,009/month.

(b) *Second*, she has the capacity to earn more income because she (i) is relatively young (about 38 years old),¹²⁰ and (ii) has a master's degree in sports science and a Master of Arts' degree in teaching Chinese as an international language.

(c) *Third*, the marriage is about 8½ years. The duration of the marriage is important to ensure that the period of maintenance is not excessive. See e.g., *ACY v ACZ* [2014] 2 SLR 1320 at [55] where the

¹²⁰ Her date of birth is 16.09.1987.

High Court rejected a prayer for a multiplier of three years of maintenance as being excessive when the marriage had lasted for only three years.

74 Considering the factors wholistically, I find that a multiplier of **four years** of maintenance is reasonable. Such a multiplier is consistent with the following precedents:

	Precedent	Marriage (yrs)	Wife's age	Wife's monthly income / earning capacity	Children
(1)	<i>XFD v XFE</i> [2024] SGHCF 43 at [5], [9] to [11] Multiplier: 3.5 yrs	21	53 yrs	\$2,800	1
(2)	<i>WGE v WGF</i> [2023] SGHCF 26 at [181] to [190] Multiplier: 4 yrs	10.5	42 yrs	\$2,400	1
(3)	<i>XIK v XIL</i> [2025] SGHCF 16 at [132] to [136] Multiplier: 4 yrs	10.5	41 yrs	\$3,000	2
(4)	<i>UXP v UXQ</i> [2019] SGFC 67 at [1], [12], [24] to [27] Multiplier: 5 yrs	9	N.A.	\$2,587	2
(5)	<i>VQH v VQI</i> [2021] SGFC 34 at [4], [15], [18] to [31] Multiplier: 5 yrs	24.5	56 yrs	Nominal	3

Monthly payments

75 I have the discretion to order that the spousal maintenance be paid either in lump sum or in monthly instalments: s 115(1) of the Charter.

76 If paid in lump sum, the spousal maintenance will come to **\$120,000** – i.e., \$2,500/month x 48 months. The Husband does not have sufficient cash to pay this amount, and he will need to liquid some of his investments: see [4(b)] above. In my view, this is not ideal.

77 In the circumstances, I order that the maintenance is to be paid monthly. The Husband will be able to afford to make such payments:

		Amount (monthly)
(a)	Husband's income ¹²¹	\$13,333
(b)	Husband's personal expenses ¹²²	\$4,099
(c)	Son's maintenance ¹²³	\$2,315
(d)	Wife's maintenance	\$2,500
(e)	Balance: Based on (a) minus the sum of (b) to (d)	\$4,419

78 Accordingly, I order that the Husband is to pay **\$2,500/month** for a period of **four years** as spousal maintenance.

¹²¹ See [60(c)] above.

¹²² See Husband's Affidavit of Assets and Means dated 05.03.24 at [19].

¹²³ See [62] above.

Conclusion

79 The orders that I have made are set out in **Annex B**.

80 If the parties wish to make costs submissions, they are to inform the court within two weeks of the date of this judgement.

Kow Keng Siong

District Judge

Eugene Chan Qi Ming (M/s Harry Elias Partnership LLP) for the Husband;
Malcus Poh June Zhe (M/s Malcus Poh Law Corporation) for the Wife.

ANNEX A**MONTHLY EXPENSES – SON [5 YEARS OLD]¹²⁴**

	Expense item	Husband's computation (\$)	Wife's computation (\$)	Court's decision (\$)
1	Food / Grocery	360	1,000	400
2	Transport	80	400	80
3	Milk	NIL	100	NIL Included in item 1
4	Clothing	50	200	50
5	Shoes	15.23	100	20
6	Diaper	NIL	200	NIL
7	Vitamins / Supplements	20	100	20
8	Personal grooming	NIL	50	20
9	Toiletries / Skin care products	NIL	100	20
10	Toys	30	200	20
11	Entertainment	NIL	200	20
12	Books	20	200	20 The evidence reveals that the son already has numerous books ¹²⁵
13	Holiday	NIL	1,000	NIL Each party to bear the son's travel expenses if that party intends to bring him overseas

	Expense item	Husband's computation (\$)	Wife's computation (\$)	Court's decision (\$)
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¹²⁴ Husband's Skeletal Submissions (For Ancillary Matters) at [106].

¹²⁵ See photos in the Wife's Ancillary Matter Affidavit dated 26.11.24 at page 43 to page 45, page 82 and page 83.

Expense item		Husband's computation (\$)	Wife's computation (\$)	Court's decision (\$)
14	School fees	1,020	1,065	1,100
15	Uniform / School shoes / Textbooks	30	30	30
16	Enrichment	200	200	200
17	Personal insurance	14.75	200	15
18	Early intervention	468.70	NIL	500
19	Medical expenses	51.75	NIL	60
20	Total (Items 1 to 19)	2,360.43	7,580	2,575
21	Total (Items 1 to 13)			670
22	Total (Items 14 to 19)			1,905

ANNEX B**ANCILLARY MATTERS – DIVORCE NO. 1469 OF 2023
ORDERS MADE****Division of matrimonial assets**

1 The matrimonial assets of the Plaintiff and the Defendant (“**Parties**”) shall be divided in the ratio of **63.5% (Plaintiff) – 36.5% (Defendant)**.

2 The abovementioned division shall be implemented as follows:

- (a) Each Party shall retain the assets in their sole names.
- (b) The Plaintiff shall retain the funds in UOB One Account 374 XXX.
- (c) The sale proceeds of the matrimonial home at No. 28 XXX shall be dealt with as follows:

		Amounts
(1)	Sale proceeds held by the Defendant – To be retained by her	\$150,000.00
(2)	Sale proceeds held by the Plaintiff – To be transferred to the Defendant	\$150,000.00
(3)	Sale proceeds held by conveyancing lawyers as stakeholders – To be transferred to the Defendant	\$98,197.88
(4)	Cash – To be transferred by the Plaintiff to the Defendant	\$12,324.11
Total		\$410,521.99

3 The transfers in [2(c)] shall be executed on or before one month from the date of this Order.

4 There shall be no further claims against Parties and/or their assets.

Custody

5 The Parties shall have **joint custody** of the son (D.O.B. XX February 2020).

Care and Control

6 The Parties shall have shared care and control of the son based on the following arrangements.

(a) *Residence.* The son shall reside with the Parties as follows:

Care parent	Period
The Plaintiff	From Wednesday (after school) To Saturday (5:00 pm)
The Defendant	From Saturday (5:00 pm) To Wednesday (morning)

(b) *Taking Over.* The Party taking over the care of the son shall do so at either his school or the residence of the Party handing over the son, whichever is applicable.

(c) *Remote Access.* On days when a Party does not have physical time with the son, both Parties shall facilitate liberal remote access by way of phone/video calls with him, so long as it does not interfere with

the son’s schedule and routine. There should not be any physical or time limitations imposed by one Party should the son wish to speak to the other Party over a phone/video call. During these calls, the other Party shall not interfere.

(d) *Public Holiday Arrangements.* Parties shall have the son on alternate public holidays from 9:00 am to 8:00 pm, save for the Chinese New Year (“CNY”) holidays. For the avoidance of doubt, this clause shall not apply to any public holiday that occurs during the son’s school holidays. These arrangements shall begin with the Plaintiff having time with the son on the first public holiday following the date of this Order.

(e) *CNY Holiday Arrangements.* For the CNY holidays, the arrangements are as follows:

Care parent	Period
The Plaintiff	From the eve of CNY (from after school or 2:00 pm if the eve of CNY is a non-school day) To the first day of CNY (5:00 pm)
The Defendant	From the first day of CNY (from 5:00 pm) To the third day of CNY (at 9:00 am or if the third day is a school day, then the son shall be sent to school that morning)
The Plaintiff	On the third day of CNY from 9:00 am to 8:00 pm if the third day is a public or school holiday.

(f) *School Holiday Arrangements.* When the son commences primary school education, all his school holidays shall be split equally between the Parties. In the event of disagreement –

(i) The Plaintiff shall be given the first half of the school holidays in even years and the second half of the school holidays in odd years.

(ii) The Defendant shall have the second half of the school holidays in even years and the first half of the school holidays in odd years.

(g) *Overseas Travels.* Either Party may take the son overseas, subject to that Party giving prior notification to the other Party and providing information about the trip (e.g., contact, flight and accommodation details). Such notification and information shall be given at least one (1) month prior to the date of departure.

(i) Prior to the son commencing primary school education, the Parties may bring him overseas for up to two (2) weeks, once every six (6) months.

(ii) When the son commences primary school education, the Parties may bring him overseas during their respective school holidays with him.

(h) *Birth Certificate and Other Documents.* The following arrangements shall apply:

(i) The Plaintiff shall be the custodian of the son's passport.

(ii) The Defendant shall be the custodian of the son's birth certificate and medical records.

(iii) Parties may request for the above documents from the other Party with reasons provided. The requested documents shall be returned to the original party promptly.

(iv) The son's passport shall be released to the Defendant at least three (3) days before the son's intended travels. The passport shall be returned to the Plaintiff within (3) days of the son's return to Singapore.

(i) *Others*. For the avoidance of doubt –

(i) If that there is any inconsistency in the care arrangements:

(1) The School Holidays Arrangements shall take precedence above all other care arrangements.

(2) The CNY Holiday Arrangements and Public Holiday Arrangements shall take precedence over the regular care arrangements.

(ii) The Plaintiff may bring the son to and from his early intervention centre if the Defendant is unable to bring/fetch him herself during the period when he is in her care, and vice versa.

(iii) If the Parties are invited to participate in the son's school events (e.g. field trips, special events, celebrations, performances), both Parties shall be allowed to attend these events if the school permits. Otherwise, the Parties shall alternate these school events between themselves. If one Party is unable

to attend the school event, he or she shall inform the other Party and permit the other Party to attend in his or her place.

(iv) Neither Party shall disparage the other Party to the son or in his presence.

(v) Parties shall continue to attend counselling to assist them in co-parenting at Strengthening Families Programme@Family Service Centre (FAM@FSC) (Lakeside Family Service).

7 Parties may depart from the arrangements in [6] above by mutual agreement.

Child maintenance

8 The Parties' obligation towards the son's maintenance shall be as follows.

(a) The Parties are to bear the costs for the son's living expenses when the child is in their respective care.

(b) The Plaintiff is to bear the rest of the son's monthly expenses.

Spousal maintenance

9 The Plaintiff shall pay **\$2,500/month** for a period of **four years** towards the Defendant's maintenance.

10 The payments in [9] –

- (a) Shall be paid into a bank account to be designated by the Defendant,
- (b) Shall be paid on or before the last day of each month, and
- (c) Shall begin in July 2025.

Others

11 Liberty to apply.

Date: 9 June 2025