IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 16

Divorce (Transferred) No 688 of 2023

Between

XIK

… *Plaintiff*

And

XIL

… *Defendant*

JUDGMENT

[Family Law — Matrimonial assets — Division — Alleged dissipation of matrimonial assets]
[Family Law — Matrimonial assets — Division — Whether an adverse inference should be drawn]
[Family Law — Maintenance — Child]
[Family Law — Maintenance — Wife]

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XIK
v
XIL

[2025] SGHCF 16

General Division of the High Court (Family Division) — Divorce (Transferred) No 688 of 2023
Teh Hwee Hwee J
25 July, 8 October, 27 December 2024

28 February 2025 Judgment reserved.

Teh Hwee Hwee J:

Introduction

1 The parties were married on 23 February 2013.[1] The plaintiff wife ("the Wife") is a 41-year-old Singapore citizen who holds the position of a business manager in a company ("Company F") set up by the parties. Before that, she worked as an account manager in a multimedia company, and as a curator in an art gallery, until the parties' first child was born in July 2013.[2] The defendant husband ("the Husband") is a 45-year-old Australian citizen who has been involved in a number of companies in different capacities, including as a

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1 Wife's Written Submissions dated 24 May 2024 ("WWS") at para 3; Husband's Written Submissions dated 24 May 2024 ("HWS") at para 2; Plaintiff's Affidavit of Assets and Means dated 26 September 2023 ("PAM1") at para 1.

2 Joint Summary dated 24 May 2024 ("Joint Summary") at p 1; WWS at para 4.1; PAM1 at para 36.

director and/or shareholder.[3] The parties have two sons, aged 11 and eight ("C1" and "C2", respectively, and collectively, the "Children").[4] The Children reside with the Wife in Singapore, while the Husband works in Papua New Guinea ("PNG").[5]

2 The Wife commenced divorce proceedings on 17 February 2023, and Interim Judgment ("IJ") was granted on 24 August 2023, dissolving the marriage of about ten and a half years.[6]

3 The parties were able to reach an agreement in relation to the issues of the custody, care and control of, and access to, the Children. Orders were made by consent in the IJ to grant joint custody of the Children to the parties, and care and control of the Children to the Wife, with liberal access to the Husband.[7] The issues before the court concern the division of the matrimonial assets, and maintenance for the Children and the Wife.

Division of the matrimonial assets

4 Generally, the operative date for the identification of the pool of matrimonial assets is the date that IJ is granted (*ARY v ARX and another appeal* [2016] 2 SLR 686 at [31]), and the date for the valuation of the matrimonial

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3 Joint Summary at p 1; WWS at para 4.2; HWS at paras 18 and 22; Defendant's 1st Affidavit of Assets and Means dated 29 September 2023 ("DAM1") at para 5; Defendant's 3rd Ancillary Matters Affidavit dated 29 February 2024 ("DAM3") at para 9; see Defendant's 5th Ancillary Matters Affidavit dated 22 May 2024 ("DAM5") at pp 14 and 33.

4 Joint Summary at p 2; WWS at para 3; HWS at para 3; PAM1 at para 5; DAM1 at para A(1).

5 HWS at para 4; DAM1 at p 1.

6 WWS at para 3; HWS at paras 6–7; PAM1 at paras 2–3; DAM1 at para 2; Interim Judgment dated 24 August 2023 ("IJ").

7 IJ at paras 3(a)–3(b).

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assets is the date of the ancillary matters ("AM") hearing or the date closest to the AM hearing, save for balances in bank and Central Provident Fund ("CPF") accounts, which should be valued as at the date of the IJ, given that the matrimonial assets are the moneys and not the bank and CPF accounts themselves (*UYP v UYQ* [2020] 3 SLR 683 at [4]).[8] This is not in dispute between the parties. I will therefore adopt the IJ date of 24 August 2023 for the purpose of identifying the pool of matrimonial assets, and the first AM hearing date of 25 July 2024 (or a date closest to it for which evidence of the value of the asset concerned is available) for the purpose of valuing the matrimonial assets, other than the balances in the parties' bank accounts and CPF accounts, which will be valued at 24 August 2023 (or a date closest to it for which evidence of the balance in the account concerned is available).

5 Regarding the exchange rate, I adopt the conversion rate of 1 SGD : 0.739658 USD and 1 SGD : 2.6626279 PGK, as agreed by the parties in their Joint Summary.[9] For the Singapore dollar to Australian dollar exchange rate, both parties relied on searches from Xe, an online currency converter, as of 25 April 2024.[10] However, there was a discrepancy in the rates reported by the parties. The Wife stated the exchange rate to be 1 SGD : 1.11845 AUD in the Joint Summary[11] although the results of her search, last updated on 25 April 2024, showed a rate of 1 SGD : 1.12977 AUD.[12] The Husband's search was last

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8 HWS at para 15.

9 Joint Summary at p 4.

10 Joint Summary at p 4; Plaintiff's 4th Ancillary Matters Affidavit dated 25 April 2024 ("PAM4") at p 8; Defendant's 4th Ancillary Matters Affidavit dated 29 April 2024 ("DAM4") at p 49.

11 Joint Summary at p 4.

12 PAM4 at p 8.

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updated on 24 April 2024 and showed a rate of 1 SGD : 1.13044 AUD.[13] As the parties had agreed to rely on searches as of 25 April 2024, I adopt the exchange rate reflected on the Wife's search results, which was last updated on 25 April 2024, at 1 SGD : 1.12977 AUD.

6 I turn now to consider the disputed assets.

Disputed assets

Shares in [Company G]

(1) Background and expert valuation

7 A significant point of contention between the parties is the valuation of the Husband's 10,988,909 shares in [Company G], an Australian public unlisted company operating a global recruitment marketplace. The Wife initially proposed a value of $491,256.16, based on a share price of A$0.05 as reflected in [Company G's] Consolidated Financial Report for the year ending 30 June 2023. This figure aligned with the "Share price at grant date" on 1 July 2020.[14] In stark contrast, the Husband submitted that the shares had no value, contending that the company was not profitable and that he could not realise any value from those shares.[15] In the alternative, the Husband submitted that the [Company G] shares should be valued based on [Company G's] net asset value of $22,165 as at the financial year ending 30 June 2023,[16] in proportion to the

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13 DAM4 at p 49.

14 Joint Summary at p 8; Defendant's 2nd Ancillary Matters Affidavit dated 22 January 2024 ("DAM2") at p 1316: Consolidated Financial Report Financial Year ending 30 June 2023 at p 3; Minutes (25 July 2024).

15 HWS at paras 25–26.

16 DAM2 at p 1320: Consolidated Financial Report Financial Year ending 30 June 2023 at p 7.

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Husband's shareholdings (10,988,909 out of 120,347,397 shares).[17] This would result in the Husband's 10,988,909 shares having a value of $2,023.88.

8 It was pointed out to the parties at a hearing on 8 October 2024 that the valuation of shares that are not publicly traded are typically undertaken with reference to expert evidence. It may not be a simple matter of taking the share offering price or the net asset value, particularly when the last set of financial statements in evidence, for the year ending 30 June 2023, indicated that there were recent capital funding activities.[18] Various factors, such as the company's viability, the market availability for these shares and the difficulty of selling the shares as a result of transfer restrictions (if any), may have to be considered. Subsequently, the parties agreed to jointly appoint an expert to conduct an expert valuation on the Husband's [Company G] shares. The parties also agreed to a set of Terms of Reference dated 21 November 2024 ("Terms of Reference")[19] for the conduct of the expert valuation and to be bound by the value of the [Company G] shares as determined by the expert.

9 Mr Brett Plant ("Mr Plant"), a director of Advisory Partner Connect Pty Ltd, was appointed as the expert valuer.[20] Mr Plant issued an Indicative Valuation Report, which was exhibited in an affidavit filed on 11 December 2024 on behalf of the parties[21] ("Valuation Report"), providing an indicative fair

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17 Minutes (25 July 2024).

18 DAM2 at p 1315: Consolidated Financial Report Financial Year ending 30 June 2023 at p 2.

19 Affidavit of Lim Fang-Yu Mathea dated 11 December 2024 ("Affidavit of Lim Fang-Yu Mathea") at pp 5–6.

20 Minutes (13 November 2024); Affidavit of Lim Fang-Yu Mathea at para 3 and p 57.

21 Affidavit of Lim Fang-Yu Mathea at pp 48–60: Valuation Report. The covering letter for the Valuation Report, which is dated 19 November 2024, may be dated incorrectly as it referred to terms of reference dated 21 November 2024.

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market value of the shares held by the Husband as at 25 July 2024 at between A$55,149 and A$74,271.[22]

(2) Parties' submissions

10 The parties tendered further submissions on the value of the [Company G] shares in the light of the Valuation Report. The Wife submits that the value of the [Company G] shares should be taken to be the highest value of A$74,271. This is because [Company G's] normalised revenue was observed to be increasing each financial year.[23] In the alternative, the Wife submits that the middle value of A$64,710 should be taken, referring to the approach adopted by the court in *WUA v WUB* [2024] SGHCF 10 ("*WUA v WUB*"). Using the Wife's exchange rate of 1 AUD : 0.900854 SGD (as at 20 May 2024), the Wife submits that the value of the [Company G] shares would be $58,294.26.[24] The Husband submits that it would be reasonable to take the average of Mr Plant's valuation at A$64,710. Using the Husband's exchange rate of 1 SGD : 1.13044 AUD (as at 25 April 2024), the value of the [Company G] shares would be $57,243.20.[25]

(3) Analysis and decision

11 I accept Mr Plant's valuation of the Husband's [Company G] shares. I find it reasonable to take the average of the higher and lower ends of Mr Plant's valuation range, as both parties have submitted. This avoids the extremes of

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22 Affidavit of Lim Fang-Yu Mathea at p 56, enclosing the Valuation Report at p 12.

23 Wife's Submissions on the Expert Valuation of Shares dated 27 December 2024 ("Wife's Submissions on the Expert Valuation of Shares") at para 11.

24 Wife's Submissions on the Expert Valuation of Shares at para 12.

25 Husband's Supplementary Submissions dated 27 December 2024 at para 6 and p 4, S/N 8.

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either estimate and reduces the risk of overstating or understating the value of the [Company G] shares. This works out to A$64,710, being the average of A$55,149 and A$74,271. Using the exchange rate of 1 SGD : 1.12977 AUD (see [5] above), I value the shares at $57,277.14.

Shares in [Company H]

12 The Husband owns 7.5m shares in [Company H], a company in the mining sector listed on the Australian Securities Exchange ("ASX").[26] When [Company H] was listed on the ASX, the Husband was required by the ASX to enter into a Deed of Restriction.[27] The Deed of Restriction provided that the Husband cannot dispose of, create a security interest in, or do anything that had the effect of transferring effective ownership of the [Company H] shares during an escrow period of 24 months from the date of listing on 9 November 2023 (the "escrow period under the Deed of Restriction"),[28] failing which the Husband would cease to be entitled to any dividends or distributions or to exercise any voting rights for so long as the breach continues.[29]

(1) Parties' submissions

13 The Wife submits that the Husband's [Company H] shares should be valued at $3,983,128.39, based on the share price of A$0.60 as at 5 April 2024 and at the exchange rate as at 25 April 2024.[30]

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26 DAM4 at pp 8–10: [Company H's] Announcement of Listing.

27 DAM4 at para 10 and p 55: Deed of Restriction at para 1.

28 DAM4 at p 55: Deed of Restriction at para 1.

29 DAM4 at p 56: Deed of Restriction at para 11(d).

30 WWS at para 8, S/N 12; PAM4 at para 6.

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14 The Husband submits that a valuation that is as close to the date of the AM hearing should be adopted. Hence, he contends that the [Company H] shares should be valued at $3,184,599.60, based on the share price of A$0.48 as at 14 May 2024 and at the exchange rate as at 25 April 2024.[31]

15 The Husband also highlights that the value of the [Company H] shares is extremely volatile, due to the inherent risks of the mining project.[32] The extreme volatility stems from the fact that the gold mine was challenging to operate and required significant future investment before it would be profitable, a challenge two previous owners were unable to overcome.[33] Natural disasters, political instability in PNG and the introduction of a PNG National Gold Corporation Bill are anticipated to have effects on the value of [Company H] shares.[34] This is exemplified by how the total value of the shares fell by about $800,000 in three weeks, from $3,983,128.39 as at 25 April 2024 to $3,184,599.60 as at 14 May 2024.[35] Given the volatility of the value of the [Company H] shares and his inability to liquidate them until November 2025, the Husband submits that the distribution of the shares should be made in kind.[36]

(2) Analysis and decision

16 As the valuation of the [Company H] shares as at 14 May 2024 is closer to the date of the first AM hearing on 25 July 2024, I will adopt the Husband's

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31 HWS at paras 34–35; Joint Summary at p 9, S/N 12 and p 14.

32 HWS at para 86(b); DAM4 at para 11.

33 DAM4 at paras 11(a)–11(d).

34 DAM4 at paras 11(e)–11(f).

35 Joint Summary at pp 9 and 14; Minutes (25 July 2024).

36 HWS at paras 88–89.

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valuation of the shares at A$0.48 per share.[37] This is consistent with the approach taken by the parties when they obtained the joint expert valuation of the [Company G] shares. In paragraph 3.3 of the agreed Terms of Reference, the Joint Expert was required to value the [Company G] shares "as at 25 July 2024, being the date of the Ancillary Matters Hearing" [emphasis in original omitted].[38] As the parties are agreed that the exchange rate as at 25 April 2024 should be applied, I use the exchange rate of 1 SGD : 1.12977 AUD (see [5] above) and value the [Company H] shares at $3,186,489.29 ((7.5m shares x A$0.48 per share) divided by 1.12977 and rounded-up to the nearest cent). In relation to the mechanics of how the Husband's shares in [Company H] should be allocated, I determine this below at [87]–[90] and order that they should be divided in kind. The valuation of these shares as at 14 May 2024 is undertaken primarily to provide an indicative view of the size of the pool of matrimonial assets and the financial contributions of the parties to that pool.

Shareholdings and/or directorships in PNG companies

(1) Parties' submissions

17 The Wife contends that the Husband has shares and/or directorships in the following companies incorporated in PNG which are of unknown or undisclosed value: (a) JKAT Investments Limited; (b) Manus Island Environmental Services Ltd; (c) Manus Island Commercial Fisheries Limited; (d) GW Project Services Limited; (e) HDI Orion Joint Venture Limited; (f) Harbourside Hotel Limited; and (g) Samel Energy (PNG) Limited ("Samel

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37 Joint Summary at p 9, footnote 6 and p 61.

38 Affidavit of Lim Fang-Yu Mathea at pp 5–6: Terms of Reference for the Valuation Exercise in relation to [Company G] dated 21 November 2024 at para 3.3.

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Energy") (collectively, the "PNG Companies").[39] She further submits that although the Husband has provided some evidence of de-registration of the companies in his Fifth Ancillary Matters Affidavit dated 22 May 2024 ("DAM5"), there is still no evidence of his dealings in these companies. She highlights, in particular, that the Husband remains a substantial shareholder of Samel Energy.[40]

18 In turn, the Husband asserts that he never received any remuneration from the PNG Companies.[41] He submits that the PNG Companies have been deregistered, or that he has been removed as a director and/or shareholder, or that he has given instructions to be removed as a director and/or shareholder,[42] and that no value is to be ascribed to the various PNG Companies.[43]

(2) Analysis and decision

19 After a review of the evidence, I find, on balance, that the Husband has no assets in the PNG Companies. JKAT Investments Limited, Manus Island Environmental Services Ltd, Manus Island Commercial Fisheries Limited and HDI Orion Joint Venture Limited are all deregistered companies.[44] There is no evidence that any of these deregistered companies have any value. The Husband owns no shares in GW Project Services Limited and Harbourside Hotel Limited. He has given instructions to be removed as a director in the former, and has

39 WWS at pp 6–7, S/N 9 and paras 13 and 16.

40 WWS at para 15.

41 HWS at para 20; DAM3 at para 10.

42 HWS at para 22; DAM3 at para 9; DAM5 at paras 4–5 and 7.

43 HWS at para 23.

44 DAM5 at pp 5, 7, 9 and 11 respectively.

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already been removed as a director of the latter.[45] As for Samel Energy, the parties agreed to the Husband obtaining a statement from the Investment Promotion Authority ("IPA") of PNG, a government office responsible for the administration of PNG's business laws, to address the issue of the status of Samel Energy. By way of an affidavit filed on 13 December 2024, the Husband exhibited a letter dated 4 December 2024 from the representative director and company secretary of Samel Energy, which, when read with a letter from the IPA, confirms that Samel Energy is a dormant company.[46] The dormant status of Samel Energy was subsequently accepted by the Wife.[47] As there is no evidence that Samel Energy has any value, I assign a nil value to the shares of the PNG Companies which the Wife claims are owned by the Husband and of unknown or undisclosed value.

Family Trust

(1) Parties' submissions

20 The Wife contends that the Husband failed to disclose the full value of assets held by a trust (the "Family Trust"),[48] which she argues is the Husband's alter ego.[49] It appears that the basis of the Wife's claim is that the Family Trust is holding matrimonial assets or that the trust properties comprise matrimonial assets. She alludes to her request for disclosure of the share certificates of the Husband's shares in [Company G], which revealed that they were held by the Family Trust. The Wife asserts that the Husband was evasive about the holdings

45 HWS at paras 22(d) and 22(f); DAM5 at para 7 and p 14.

46 Husband's Affidavit dated 13 December 2024 at pp 5–6.

47 Wife's Submissions on the Expert Valuation of Shares at para 5.

48 WWS at para 8, S/N 13 and para 11.

49 WWS at para 4.2.6.

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of the trust and its true value.[50] In reply, the Husband maintains that he provided full disclosure, including a letter from the Chairman of [Company G's] Board confirming the Family Trust's holding of 10,988,909 shares.[51] He argues that the Wife's decision not to pursue further discovery concerning the Family Trust indicates a lack of genuine concern about hidden assets.[52]

(2) Analysis and decision

21 A review of the evidence shows that the Family Trust holds both the Husband's 10,988,909 shares in [Company G] and his 7.5m shares in [Company H].[53] The Husband disclosed these shareholdings in his First Affidavit of Assets and Means dated 29 September 2023 ("DAM1"), albeit as personal holdings rather than Family Trust assets.[54] This initial characterisation, while not accurate, does not necessarily indicate an intent to conceal. The Wife has not provided any substantive evidence or explanation to support her claim of additional undisclosed matrimonial assets within the Family Trust. Pertinently, following the disclosure of the trust in the Husband's response to discovery requests on 17 November 2023,[55] the Wife did not make any request for discovery in relation to the Family Trust but now alleges that there are undisclosed matrimonial assets within the Family Trust. This inaction undermines her claims that the Husband's disclosure was deficient. By not availing herself to the opportunity to seek clarification or request additional

50 WWS at paras 10–11.

51 DAM2 at pp 1302 and 1311.

52 HWS at paras 27–28.

53 DAM2 at pp 1311 ([Company G] shares) and 1343 ([Company H] shares).

54 DAM1 at para 12.

55 DAM2 at pp 1302 and 1311: Husband's Response to Wife's Requests for Discovery and Interrogatories dated 17 November 2023 at para 2 and Annex A.

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information earlier, the Wife's current assertions that there are additional undisclosed matrimonial assets held by the Family Trust are not tenable. On balance, I find that other than the shares in [Company G] and [Company H], which have been accounted for and included in the pool of matrimonial assets, there is no evidence to show that there are any hidden or undisclosed matrimonial assets held by the Family Trust. Accordingly, I assign a nil value to this item.

Alleged dissipations

(1) Parties' submissions

22 The Husband contends that a sum of $69,786.16 should be notionally added back to the matrimonial pool. This sum consists of 51 expenditures incurred over six months between March 2023 and August 2023, after the commencement of divorce proceedings. He characterises these expenditures as "the Wife's extravagant and flagrant withdrawal of funds" made without his consent.[56] The Wife counters that these expenditures "were incurred in the ordinary course of the family's lifestyle", albeit during ongoing divorce proceedings, and were not "artificially inflated to deplete the matrimonial assets".[57] She categorises the disputed expenditures as:[58]

(a) household furnishings (the "Furnishings"), totalling $21,792.44;

(b) the Children's expenses, including holidays, staycations and concert tickets ("Children's Expenses"), totalling $10,206.07; and

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56 HWS at paras 41 and 44–45.

57 WWS at para 26.

58 WWS at paras 21 and 23, and Annex A.

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(c) luxury items from Hermes, Cartier, Watch Exchange and other boutiques and online retailers for designer wear and accessories ("Luxury Items"), amounting to $30,508.76, and expenditures at clubs, and on flowers and alcohol ("Wife's Other Expenses"), amounting to $7,277.89, totalling $37,786.65.

23 On the Wife's part, she seeks to claw back $12,100 expended by the Husband for purchases of Ethereum after the IJ was granted.[59] The Husband maintains that the purchases were made on behalf of his brother at the latter's request and that the funds are no longer in his possession.[60]

(2) The applicable law

24 The Court of Appeal in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 ("*TNL v TNK"*) at [24] (the "*TNL dicta*") provided guidance on when the values of certain assets may be added back into the pool of matrimonial assets:

> … [The] issue is how the court should deal with substantial sums expended by one spouse during the period: (a) in which divorce proceedings are imminent; or (b) after interim judgment but before the ancillaries are concluded. We are of the view that if, during these periods, and whether by way of gift or otherwise, one spouse expends a substantial sum, this sum must be returned to the asset pool if the other spouse is considered to have at least a putative interest in it and has not agreed, either expressly or impliedly, to the expenditure either before it was incurred or at any subsequent time. Furthermore, this remains the case regardless of whether: (a) the expenditure was a deliberate attempt to dissipate matrimonial assets; or (b) the expenditure was for the benefit of the children or other relatives. The spouse who makes such a payment must be prepared to bear it personally and in full. In the absence of consent, he or she cannot expect the other spouse to share in it. What constitutes a substantial sum is, of course, a question of fact

59 WWS at para 31.

60 HWS at paras 30–31.

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> and we do not propose to lay down a hard and fast rule in this regard, except to emphasise that it is not intended to include daily, run-of-the-mill expenses.

25 In *UZN v UZM* [2021] 1 SLR 426 ("*UZN v UZM*"), the Court of Appeal explained that the basis for adding sums back into the pool of matrimonial assets under the above circumstances is that the consent of the other party was not obtained, rather than a suspicion of concealment (*UZN v UZM* at [64]). The Court of Appeal held that expending a large sum of money when divorce is imminent, without more, is not in itself a "wrongful dissipation" (*UZN v UZM* at [63]). In expounding on the basis for adding sums back into the pool of the matrimonial assets under the *TNL dicta*, the court gave the example of a mother using a sum of $35,000 to pay for their child's school fees in an overseas institution, which is not a "wrongful dissipation" intended to put assets out of the reach of the other party. Nevertheless, the father may argue that he never agreed that the child should have an overseas education and that his consent was not given for the sum of $35,000 to be withdrawn for this purpose at a time when divorce was imminent, such that the *TNL dicta* would apply (*UZN v UZM* at [64]). The Court of Appeal emphasised that a dissipation falling within the *TNL dicta* is not necessarily a culpable act and may also not involve a non-disclosure (*UZN v UZM* at [65]).

(3) Analysis and decision

26 In determining whether to add back the sums expended by the parties to the pool of matrimonial assets pursuant to the *TNL dicta*, I consider the timing and substantiality of the impugned expenditures, and the consent (or absence thereof) of the spouse who is disputing the expenditures, as follows.

27 First, the impugned expenditures must be incurred during the relevant period, namely when (i) the divorce proceedings are imminent or (ii) after IJ but

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before the ancillaries are concluded (*TNL v TNK* at [24]) ("the relevant period"). Expenses incurred prior to the relevant period that constitute wasteful whittling away of matrimonial assets may be considered when assessing the parties' contributions to the marriage (*UZN v UZM* at [67]).

28 Second, the expenditure must be substantial. The assessment of what constitutes a substantial expenditure that can be accounted for under the *TNL dicta* is necessarily a context-dependent inquiry. The Court of Appeal in *TNL v TNK* observed that what constitutes a substantial sum is a question of fact and emphasised that daily, run-of-the-mill expenses are generally excluded (*TNL v TNK* at [24]). In the circumstances of the present case, I consider the following factors to be relevant:

(a) First, the quantum of the impugned expenditure, evaluated in connection with the nature and purpose of the expenditure. This contextual analysis recognises that the same amount can be considered substantial in one context but not significant in another context.

(b) Second, the quantum of the sums of similar expenditures (if any) before and during the relevant period.

(c) Third, the aggregation of expenses of a similar nature incurred within the relevant period, if such aggregation more accurately reflects the true nature and extent of the impugned expenditure. Depending on the facts, the court may find no distinction in substance between multiple, temporally proximate purchases of items of similar nature, and a single purchase of all items on one occasion. For example, in *UTN v UTO and another* [2019] SGHCF 18 at [46]–[49], the court aggregated five payments made to a third party, ranging from $1,500 to $27,400, and added back the aggregate sum to the pool of matrimonial assets

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under the *TNL dicta*. Four of the payments were found to be made sufficiently close in time to the filing of the divorce, and one was made before the ancillaries were concluded.

29 Third, the spouse claiming that an expenditure should be added back to the matrimonial pool must not have expressly or impliedly consented to the expenditure. Evidence of express consent can include contemporaneous affirmations or support for the expenditure in dispute. Even in cases where that spouse did not explicitly consent, his or her actions may suggest the presence of consent, such that the circumstances would justify an inference of implied consent.

30 Implied consent may be inferred from the family's spending history, although this is not the only way of showing implied consent. The typicality of an expenditure that reflects the financial circumstances and lifestyle of the family, and the continuation of established expenditure patterns, would tend towards the expenditure not being construed as a dissipation of assets. Indeed, if an impugned expenditure falls within the usual pattern of expenses of the family, the tacit acceptance of similar expenditures in the past would suggest that the other spouse did in fact impliedly consent to incurring the impugned expenditures. However, this inference of implied consent is not immutable, for example, if a spouse provides evidence demonstrating that the implied consent to the family's customary spending habits has been explicitly revoked. By adopting this approach, parties to a marriage can be assured of a mutual understanding of evolving financial expectations as the marriage approaches its dissolution, thereby avoiding potential surprises.

31 The frequency, consistency and reasonableness of expenditures are also relevant in determining the scope of implied consent. To illustrate, while a

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spouse may have impliedly consented to an annual purchase of a new smartphone, this implied consent cannot justify acquiring one such device every month. Even if the purchase of a new phone is not considered an unusual expense for the family, the dramatic escalation in the frequency of such financial outlays fundamentally alters the nature of the expenditure, providing a basis for the excess expenditures to be clawed back. Expenditures that are not part of the family's regular expenses, or those that are disproportionately high, are therefore subject to particular scrutiny, since the larger the sum expended, the less likely it is that the other spouse had impliedly consented to it.

32 In essence, while implied consent derived from established spending patterns provides a starting point for analysis, it must be evaluated in light of the changing circumstances surrounding the impending divorce. This follows from the need to balance expectations from the family's pre-existing financial norms against the need to protect the parties' interests as the marriage concludes.

33 Having set out these broader considerations, I now turn to each category of disputed expenditures of both the Wife and the Husband. The central focus of the inquiry is on whether the parties consented to the impugned expenditures, given that neither party has identified any of the sums involved as being non-substantial in quantum.

(A) THE FURNISHINGS EXPENDITURES

34 The Furnishings expenditures, totalling $21,792.44, consist of purchases of furniture from various shops and household accessories like speakers.[61] These expenditures were incurred between March 2023 and August 2023, when the

[61] WWS at Annex A.

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divorce was imminent and fall within the relevant period.[62] These are not daily, run-of-the-mill expenses, and they add up to a substantial quantum. However, I find that the Husband had impliedly consented to this set of expenditures. The Wife and Children were moving into new rental accommodation under a new tenancy agreement for two years,[63] and the family had to furnish their new home after moving in. I am unable to accept the Husband's argument that the expenses for Furnishings were incurred without his consent. The family's past rental selections reveal an emphasis on the standard of their accommodation, with not insignificant expenditure spent on rental in more upscale districts.[64] The expenses for Furnishings are not unreasonable or inconsistent with the standard of housing that the family was accustomed to. I therefore decline to add the Furnishings expenditures back into the pool of matrimonial assets.

(B) THE CHILDREN'S EXPENSES

35 The Children's Expenses, totalling $10,206.07, consisted of the purchase of tickets to a Coldplay concert, two staycations, a holiday to Bali, holiday shopping and purchases for what appear to be sporting gear and equipment.[65] These expenditures, incurred between April 2023 and August 2023 when the divorce was imminent, fall within the relevant period. Such discretionary expenditures for leisure and entertainment within a short span of a few months are substantial. Considering the family's lifestyle and the typicality of such expenditure prior to the breakdown of the marriage, I find,

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62 WWS at para 21 and Annex A.

63 PAM1 at p 57.

64 Plaintiff's 3rd Ancillary Matters Affidavit dated 7 March 2024 ("PAM3") at para 13. The family's past rental apartments included locations in Bukit Timah and Orchard, among others.

65 WWS at Annex A.

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however, that the Children's Expenses were not incurred without the consent of the Husband.

36 The evidence shows a pattern of family spending on holidays and travel before the breakdown of the marriage. The Wife gave evidence that the Husband would fund family trips to Europe, Dubai, Milan and Paris,[66] and this is not disputed by the Husband. This pattern of international travel suggests that the Bali holiday and staycations align with the family's customary spending on holidays. Corroborating this pattern is a social media post by the Wife in July 2016, documenting that C1 received a business class flight as a birthday gift,[67] illustrating the family's propensity for luxury travel experiences.

37 Particularly noteworthy are the email exchanges between the parties regarding the Bali holiday in April 2023.[68] The Wife's sharing of photographs and updates, coupled with the Husband's enthusiastic responses, such as "make sure they have lots of sun screen … They must be having a ball", "Awesome", "Hehe…. so nice!!!!" and "So much fun", all suggest his implicit approval of the trip and its associated costs. These communications not only demonstrate the Husband's awareness of the holiday but also his active engagement and support, which can reasonably be interpreted as him impliedly consenting to the expenditures arising from the trip. As for the non-travel expenses on the concert tickets and sporting gear or equipment, they do not appear to be inconsistent with the family's spending pattern on the Children and the parties' shared commitment to providing variety to the Children's life experiences, and the necessary equipment for their activities.

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66 PAM3 at para 17.

67 PAM1 at p 712.

68 PAM1 at pp 749–756.

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38 Considering the family's income bracket and lifestyle, which includes driving higher end cars, dining out and international travel outside of Asia,[69] I am not persuaded that the Children's Expenses for staycations, regional travel to Bali, or the purchase of sporting gear and equipment were incurred without the Husband's consent. I find that such expenditures are consistent with the usual course of child-rearing within the context of this family. Consequently, I decline to add the Children's Expenses of $10,206.07 back into the matrimonial pool.

(C) THE WIFE'S PERSONAL EXPENSES

39 I now turn to the Wife's expenditure on the Luxury Items and the Wife's Other Expenses (collectively, the "Wife's Personal Expenses"), totalling $37,786.65. They were incurred between March 2023 to August 2023, when the divorce was imminent and fall within the relevant period. Upon consideration of the factors set out at [26]–[32] above, I conclude that these sums are substantial and were incurred without the Husband's consent, save for one exception. I explain.

40 The Wife's Personal Expenses consist of purchases from designer wear boutiques, clothing retailers, clubs, bars, alcohol shops and flower shops. I consider these expenses collectively and as an aggregation, as this would more accurately reflect the true nature and extent of the impugned expenditures. These expenses share similar characteristics, in the sense that they comprise discretionary spending on luxury goods and entertainment incurred within the relevant period. In my view, the quantum of each of these expenditures, whether evaluated on its own in conjunction with the nature and purpose of the expenditure, or in light of similar expenses in the past, is clearly substantial. The

69 WWS at para 115; PAM1 at pp 707–714.

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Wife rightly did not dispute this. However, the Wife claims that the disputed expenditures "were incurred in the ordinary course of the family's lifestyle".[70]

41 The Wife asserts that the Husband previously lavished her with gifts, including a Cartier timepiece, a diamond ring, numerous handbags and shoes.[71] However, this fact alone does not necessarily lead to the conclusion that the Wife's Personal Expenses during the relevant period were consistent with her previous lifestyle. Even accepting that the Wife possessed some luxury goods, including branded watches, jewellery, shoes and bags, it is striking that she has produced no evidence on how often she indulged in such purchases. It is telling that, save for some photographs, the Wife has not been able to produce any receipts or bank statements to show previous similar expenditures to substantiate her claim that the impugned expenditures between March and August 2023 "were incurred in the ordinary course of the family's lifestyle".[72] There is no evidence to support the frequency of her expenditures between March 2023 and August 2023, nor their consistency with previous analogous expenditures. Her expenditures of $8,500 at Watch Exchange, $6,270 at Hermes and approximately $5,317 at Cartier, which form part of a series of 17 purchases that the Wife herself categorised as "luxury/branded items"[73] over six months during the relevant period, appear to be disproportionate to any established pattern of gift-giving or personal spending. The social media posts from 2014 to 2021 exhibiting gifted items or the Wife's use of branded goods[74] fall far short in establishing that the purchases that she made for herself from March 2023 to

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70 WWS at para 26.

71 PAM1 at para 31; PAM3 at para 18.

72 WWS at para 26.

73 WWS at Annex A.

74 See, for example, PAM1 at pp 707–711 and 714; PAM3 at p 21.

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August 2023 were aligned with the family's typical spending profile for luxury goods and entertainment. Furthermore, it is doubtful if evidence of the Husband's *gifts* to the Wife assists the Wife, given that the Luxury Items were purchases made personally by the Wife for herself using funds that were matrimonial assets.

42 The Wife's assertion that "the specific [Luxury Items] purchased are not identifiable"[75] is also problematic. There is no explanation or information on what the Wife paid for, and no trace of any of these Luxury Items that she bought. Like the items exhibited in the social media posts, none of the luxury purchases made from March 2023 to August 2023 have been disclosed in the list of the Wife's assets or otherwise accounted for. If the Wife had disclosed the Luxury Items purchased, the usual course of action would have been to include the value of the Luxury Items in the pool of matrimonial assets as assets held by the Wife, unless they have no value. In this regard, the Wife's case is that the Luxury Items she purchased are not identifiable. She did not advance a case that they have no value.

43 In respect of the Wife's Other Expenses, while there is evidence of previous spendings on flowers of $56[76] and wine of $124.40 and $92.15,[77] those amounts are nowhere close to the almost $1,300 on two orders of flowers, $530 on alcohol, and around $2,000 spent at bars or clubs during the relevant period. These expenses, like the purchases of the Luxury Items that the Wife failed to account for, deplete the pool of matrimonial assets. They appear not to be incurred in the ordinary course of the family's lifestyle, but rather what could

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75 WWS at para 21.

76 See the expenditure of $56 at "The Florte" on 12 May 2021 (DAM2 at p 276).

77 See the expenditures of $124.40 and $92.15 at "Wine Company" on 5 January 2021 and 19 January 2021 (DAM2 at pp 179 and 188).

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be a coping mechanism for the emotional distress and devastating consequences caused by the marital breakdown, or an indulgence unleashed as a final flourish in the last stages of a failed marriage.

44 As I noted above at [30]–[31], expenditures that are not part of the family's regular expenses, or those that are disproportionately high, are subject to particular scrutiny. In this regard, I find that the Wife's Personal Expenses incurred during the relevant period are disproportionate to any established pattern of gift-giving or personal spending even when the marriage was intact, and that the Husband did not consent to the Wife's Personal Expenses. Accordingly, except for one item of payment to Foodpanda in the amount of $372.54, which in my view falls within the category of daily, run-of-the-mill expenses and therefore should be excluded, the Wife's Personal Expenses should be returned to the pool of matrimonial assets. The sum that should be returned to the pool of matrimonial assets is $37,414.11 ($37,786.65 less $372.54).

(D) THE HUSBAND'S ETHEREUM PURCHASE

45 The Husband's expenditure on Ethereum purchases for his brother from 28 June 2023 to 9 September 2023 were made after the divorce proceedings were commenced on 17 February 2023 and during the relevant period.[78] The Husband claims that he no longer controls or possesses the purchased Ethereum.[79] This expenditure resembles the Wife's expenditure on the Luxury Items. The Ethereum is not included in the Husband's list of assets or otherwise accounted for. The Ethereum purchases, which cumulatively added up to

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78 DAM2 at p 1306: Husband's Response to Wife's Requests for Discovery and Interrogatories dated 17 November 2023 at para 2, S/N 8.

79 HWS at para 30; DAM2 at p 1306: Husband's Response to Wife's Requests for Discovery and Interrogatories dated 17 November 2023 at para 2, S/N 8.

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$12,100, have resulted in a corresponding depletion of matrimonial assets. Upon consideration of the factors set out at [28] above, I conclude that these expenses are substantial. Here, there is no evidence to suggest that the Wife consented to or was even aware of those transactions. Given these circumstances, I find that this $12,100 expenditure is a substantial sum spent without the express or implied consent of the Wife and should be added back into the pool of matrimonial assets for equitable distribution.

Drawing of adverse inference against the Husband

(1) Parties' submissions

46 The Wife submits that an adverse inference ought to be drawn against the Husband for his failure to provide full and frank disclosure of his assets, income and means,[80] and urges the court to draw an adverse inference that the Husband earns far more than he has disclosed.[81]

47 First, the Wife refers to the Husband's transfers of a total of $12,100 to Hako Technology Pte Ltd from 28 June 2023 to 9 September 2023. The Husband avers that these funds were used to purchase Ethereum for his brother.[82] The Wife submits that the Husband's denial that he holds any cryptocurrency and that he had used the cryptocurrency account to purchase cryptocurrency for this brother[83] calls into the question the completeness of his disclosure. She further submits that it is not untenable that the Husband has

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80 WWS at para 106.

81 WWS at para 109.

82 Plaintiff's 2nd Ancillary Matters Affidavit dated 22 January 2024 ("PAM2") at para 10; DAM3 at para 8.

83 DAM3 at para 8.

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other undisclosed sources of funds.[84] She argues that the Husband's response is unsatisfactory because she does not know the value of cryptocurrency the Husband possesses, and the Husband has not substantiated his response.[85]

48 Second, the Wife refers to the Husband's shares in [Company H],[86] which the Husband had originally averred were worth nothing.[87] The Wife submits that after discovering that the shares in [Company H] were listed on the ASX and worth $4m, she then suspected that the PNG Companies, particularly Samel Energy,[88] held value that the Husband did not disclose.[89] In this regard, it may be recalled that the Wife's original position was that Samel Energy was a live company but she eventually accepted that it was a dormant company (see [19] above).[90]

49 Third, the Wife highlights that the Husband earns a high income and has "substantial financial capacity".[91] She alludes to an occasion in 2023 when the Husband travelled to Brisbane for a wedding, but there were no recorded transactions for flight tickets or hotel expenses.[92] While the Husband avers that his company covered the cost of his air ticket as the wedding was considered a networking event,[93] the Wife submits that inquiry into the likely methods by

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84 WWS at para 111.

85 Minutes (25 July 2024).

86 Minutes (25 July 2024).

87 DAM1 at para 12, S/N 2.

88 Minutes (25 July 2024).

89 Minutes (25 July 2024).

90 Minutes (25 July 2024).

91 WWS at para 110.

92 WWS at para 112; PAM2 at para 8.

93 DAM3 at paras 5–6.

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which the Husband's employer may be funding the Husband is warranted.[94] The Wife also highlights the Husband's affiliation to a number of PNG Companies. She points to the Husband's business dealings with various business associates in a number of PNG companies to suggest that not all the businesses were worthless.[95]

50 The Husband submits, in response, that he had answered the Wife's interrogatories and that he had disclosed all his cryptocurrency transactions.[96] The Husband asserts that he could not prove a negative (that he did not hold any cryptocurrency) beyond confirming on affidavit that he did not hold any cryptocurrency,[97] and there was accordingly no substratum of evidence to draw an adverse inference against him.[98]

51 Further, the Husband submits that he made full and frank disclosure of his holding of shares in [Company H] in DAM1 (dated 29 September 2023), and that [Company H] was only listed on the ASX on 9 November 2023.[99] The shares in [Company H] started to have value only after [Company H] was listed, and once this was highlighted to the Husband, he filed affidavits on the value of the [Company H] shares. Therefore, there was no sum of moneys that is unaccounted for to warrant the drawing of an adverse inference.[100] In relation to the PNG Companies, the Husband submits that most of them have been deregistered or the Husband is no longer involved with them, and Samel Energy,

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94 WWS at paras 110 and 112.

95 Minutes (25 July 2024).

96 HWS at paras 30–31.

97 DAM3 at para 8.

98 Minutes (25 July 2024).

99 HWS at para 33.

100 Minutes (25 July 2024).

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the only company that may have been still re-registered,[101] was inactive as its last annual return was dated 30 November 2020. Therefore, there was no substratum of evidence to draw an adverse inference against him.[102]

(2) The applicable law

52 The court's duty is to "ensure that the matrimonial pool reflects the full extent of the material gains of the marital partnership" (*UZN v UZM* at [59]). The court may do so by drawing an adverse inference against a party who has failed to make full and frank disclosure of their assets (*UZN v UZM* at [61]). The court's power to draw an adverse inference against a party who fails to comply with any provision or order for disclosure is derived from r 75(6)(*b*) of the Family Justice Rules 2014, and (for proceedings commenced on or after 15 October 2024) P. 9, r. 16(1)(*h*) of the Family Justice (General) Rules 2024. In *WRX v WRY and another matter* [2024] 1 SLR 851 ("*WRX v WRY*") at [38], referring to the Court of Appeal judgments in *BPC v BPB and another appeal* [2019] 1 SLR 608 at [60] (in which *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [62] was cited) and *UZN v UZM* at [18], the Appellate Division of the High Court opined that an adverse inference should only be drawn where:

(a) there is a substratum of evidence that establishes a *prima facie* case against the person against whom the inference is to be drawn; and

(b) that person had some particular access to the information he is said to be hiding.

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101 Minutes (25 July 2024); DAM3 at para 9.

102 Minutes (25 July 2024).

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The Appellate Division of the High Court added that there must be some evidence suggesting that the person has sought to conceal or deplete assets which should be included in the matrimonial pool (*WRX v WRY* at [38], citing *BOR v BOS and another appeal* [2018] SGCA 78 ("*BOR v BOS*") at [75]). The adverse inference drawn is that the non-disclosing party has more assets that are not before the court, and hence, what is disclosed does not fully reflect the true extent of the material gains of the marital partnership which is to be divided by the court (*WRX v WRY* at [38]).

(3) Analysis and decision

53 The Wife has sought to have the court draw adverse inferences against the Husband on several grounds. After careful consideration, I find no basis to draw such inferences.

54 The Husband has deposed that he does not hold any cryptocurrencies and only used his CoinHako account to purchase Ethereum for his brother at the latter's request.[103] This explanation adequately accounts for why the Ethereum was not included in the Husband's list of assets. While I have found this purchase to be a substantial expenditure made without the Wife's consent after the divorce was imminent and added it back to the matrimonial pool (see [45] above), I do not find it to be evidence of asset concealment warranting an adverse inference to be drawn.

55 In relation to the shares in [Company H], they were disclosed by the Husband in DAM1. At that time, the shares were not listed. They were subsequently listed on the ASX and brought to the attention of the court by the

[103] DAM3 at para 8.

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Wife when she filed her fourth affidavit.[104] Thereafter, the Husband filed an affidavit setting out the listing and valuation of [Company H].[105] It would indeed have been less unsatisfactory had the Husband made the disclosure that he would be coming into money on his own accord. That having been said, the eventual disclosure negates any basis for an adverse inference to be drawn, given that the material gain of the marital partnership in respect of those shares has already been duly reflected by the inclusion of these shares in the pool of matrimonial assets. Further, as the Appellate Division of the High Court held in *CVC v CVB* [2023] SGHC(A) 28 at [97], *belated* disclosure is not *non*-disclosure. As for the shares of the PNG Companies, I have assessed them to have no value, including those in Samel Energy (which the Wife ultimately accepted as a dormant company (see [19] above) with no value), and they similarly provide no basis for an adverse inference to be drawn against the Husband.

56 The Wife submits that an adverse inference should be drawn against the Husband due to his substantial financial capacity and potential "undisclosed sources of funds".[106] However, I find these arguments unpersuasive for several reasons. Firstly, the legal threshold for drawing an adverse inference requires a substratum of evidence establishing a *prima facie* case that the non-disclosing party has more assets that are not included in the pool of matrimonial assets. Mere assertions of financial capacity, and speculative claims about undisclosed funds, do not meet this threshold. Secondly, the Husband's financial capacity is, in itself, not a valid basis for drawing an adverse inference. Financial capacity speaks to potential earning power or wealth, but does not necessarily indicate

104 PAM4 at para 6.

105 DAM4 at paras 4 and 6.

106 WWS at paras 109–111.

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hidden assets or income. Thirdly, the Husband has been transparent about his income from the outset, having disclosed his income and allowances in DAM1, and there is nothing concrete to suggest any concealment of other income sources.

57 In relation to the Wife's submission that the methods by which the Husband's employer funds the Husband warrant further inquiry,[107] she appears to suggest that an adverse inference should be drawn against the Husband for failing to disclose his employment benefits. The Husband has disclosed the consultancy agreement under which he consults for a company in PNG.[108] Clauses 5.1 and 5.2 of the consultancy agreement provide that all reasonable expenses incurred by the Husband in the course of his engagement and any reasonable costs incurred for travelling abroad in the course of his engagement would be reimbursed by the company.[109] As the Husband has disclosed the arrangement for reimbursements for his engagement, including the monthly allowance of PGK24,500 (or $9,201, after rounding to the nearest dollar based on the exchange rate of 1 SGD : 2.6626279 PGK (see [5] above)) that he receives,[110] there is no basis for an adverse inference to be drawn against him in this regard.

58 In summary, the burden of proof in establishing the grounds for an adverse inference to be drawn lies with the party seeking to draw the adverse inference. In this case, the Wife's broad averments and speculative assertions,

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107 WWS at para 112.

108 DAM2 at pp 1378–1390.

109 DAM2 at p 1383.

110 DAM1 at para 8 and p 193.

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without substantiating evidence, are insufficient to meet this burden or to establish a *prima facie* case of asset concealment.

The total pool of matrimonial assets and liabilities

59 Having dealt with the disputed items, a summary of the pool of matrimonial assets, including the assets with undisputed valuations,[111] is as follows:

S/N	Description of Asset	Court's Valuation (S$)
Assets in Parties' Joint Names		
1	OCBC 360 Account -001	$266.44
2	Monument Insurance	$101,572.82
3	Friends Provident Insurance	$59,141.65
Subtotal of Assets in Parties' Joint Names		**$160,980.91**
Assets in the Husband's Name		
4	HSBC Account -496	$10.95
5	HSBC Account -060	$5.46
6	HSBC Account -221	$2,189.05
7	BSP Account -421	$4,388.13
8	Citibank Account -202	$0.01
9	Shares in PNG Companies	$0.00
10	[Company G] Shares	$57,277.14
11	[Company H] Shares	$3,186,489.29

[111] Joint Summary at pp 4–11.

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12	Family Trust	$0.00
13	Citibank Loan	- $7,176.49[112]
14	Ethereum – Claw back	$12,100.00
15	Husband's Legal Fees – Claw back	$20,000.00
Subtotal Assets in the Husband's Name		**$3,275,283.54**
Assets in the Wife's Name		
16	OCBC Account -001	$63,861.57
17	Friends Savings Account -504	$0.00
18	Wife's CPF Account	$122,103.68
19	[Company F]	$88,146.00
20	Wife's Personal Expenses – Claw back	$37,414.11
21	Wife's Legal Fees – Claw back	$39,168.38
Subtotal Assets in the Wife's Name		**$350,693.74**
Total value of the pool of matrimonial assets		**$3,786,958.19**

Division of the matrimonial assets

60 Having identified and valued the pool of matrimonial assets, I now determine the proportion in which it is to be divided.

[112] Joint Summary at p 9, footnotes 8–9; AUD 8,107.78 (1 SGD : 1.12977 AUD).

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Parties' submissions

61 Both parties agree that this is a single-income marriage, with the Husband as the sole breadwinner and the Wife as the homemaker. Consequently, they are agreed that the approach in *TNL v TNK* should apply. The Husband also cites the case of *BOR v BOS*, where it was observed by the Court of Appeal that in relation to marriages of a shorter duration of around ten to 15 years, the trend appears to be towards awarding the non-income earning party about 25% to 35% of the matrimonial pool.[113]

62 The Wife seeks 45% of the matrimonial assets, basing her claim on several factors. She cites her sacrifices, including frequent travel and temporary relocations for the Husband's work,[114] significant indirect contributions in supporting the family,[115] contributions to the parties' joint OCBC account "[w]henever possible", and her sole effort in acquiring assets held in her sole name.[116] She points to her role as the primary caregiver of the Children since their infancy, outlining comprehensive childcare responsibilities.[117] The Wife avers that the Husband was "largely absent"[118] due to his work rotations, before he ultimately decided to reside in PNG, leaving the Wife to shoulder the caregiving responsibilities with the assistance of a domestic helper.[119] While the Wife does not deny that the Husband loves the Children deeply and enjoys spending time with them, she cites *WGE v WGF* [2023] SGHCF 26 ("*WGE v*

113 WWS at paras 33–34; HWS at paras 75–76.

114 WWS at para 37; PAM1 at paras 43–44, 49 and 61–63.

115 WWS at para 37.

116 PAM1 at paras 37–39.

117 WWS at paras 38–41; PAM1 at paras 42–46 and 53–59.

118 WWS at para 42; PAM1 at para 46.

119 WWS at para 42.

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WGF") (at [159]) to make the point that that does not equate to the Husband being an involved father.[120]

63 The Wife also seeks to draw parallels between her case and *BOR v BOS*, where the wife there was awarded 35% of the matrimonial assets. The Wife argues that the Husband has consistently been absent from Singapore due to his work commitments and she had to face challenges like managing the household, supervising the helper and managing [Company F] alone.[121] The Wife distinguishes her case from *VIG v VIH* [2021] 3 SLR 1145 ("*VIG v VIH*"), where the wife was awarded 30% of the matrimonial assets. She argues that her contributions are distinct from those of the wife in *VIG v VIH*, citing her involvement in [Company F] as the sole director and shareholder of the company.[122] According to her, the Husband injected capital into the company but he leveraged on her Singapore citizenship for tax benefits.[123] She explains that the Husband channelled his salary into [Company F], and both parties drew salaries from the company to enjoy tax reliefs under this arrangement.[124] She also received various dividends ranging from $125,177 to $180,000 from 2020 to 2023.[125] The Wife contends that she managed the company's operations by acting on the Husband's instructions,[126] and beyond that, she carried out tasks such as searching for rental spaces and liaising with its corporate service

120 WWS at para 43.

121 WWS at paras 49–50.

122 PAM1 at pp 143–144: [Company F's] Director's Statement and Financial Report for the financial year ending 31 May 2022 (indicating that the Wife holds all 50,000 shares in [Company F]).

123 WWS at paras 52–53.

124 Minutes (25 July 2024).

125 PAM1 at para 15.

126 WWS at para 36.

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provider, and shouldered all the risks associated with the company.[127] She also refers to *MZ v NA* [2006] SGDC 96 ("*MZ v NA*"), where a wife in an 18-year marriage who assisted with administrative and accounting tasks associated with her husband's business was awarded 45% of the matrimonial assets.[128] The Wife argues that she should be awarded 40% of the matrimonial assets.[129] Citing s 112 of the Women's Charter 1961 (2020 Rev Ed) ("Women's Charter"), the Wife seeks an additional 5% on top of the 40%, bringing her total claim to 45%, to secure suitable accommodation for herself and the Children.[130]

64 The Husband, while agreeing that this was a single-income marriage, contends that he should be awarded 80% of the matrimonial assets. He argues that he made 100% of the direct and indirect financial contributions, including assets in the Wife's name.[131] He asserts that the Wife's claims of financial contributions are inconsistent with her status as a stay-at-home parent and her pre-marital debts.[132] The Husband further emphasises that the bulk of the money in the Wife's bank account(s) were derived from dividends declared by [Company F], which were generated by the Husband's sole efforts.[133]

65 The Husband also argues that he has made substantial indirect non-financial contributions.[134] He contends that he was a "hands-on father" who did his fair share of caring for the Children when they were young. He was involved

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127 WWS at para 53; PAM2 at paras 55–57.

128 WWS at paras 57–58.

129 WWS at para 59.

130 WWS at paras 60–64.

131 HWS at para 60.

132 HWS at paras 62 and 65–66; DAM2 at paras 54–56 and 59.

133 HWS at para 63; DAM2 at paras 53–54.

134 HWS at para 69.

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in the Children's enrolment in school, facilitated and supported C1's speech therapy sessions, and brought the Children on outings and played with them.[135] He highlights that prior to his relocation to PNG, the parties were joint caregivers, and he was always present for the Children, as evidenced by his close bond with them.[136]

66 The Husband cites *ABX v ABY and others* [2014] 2 SLR 969 ("*ABX v ABY*") and *VPM v VPL* [2024] SLR(FC) 158 in support of his submission that an award of 25% of the matrimonial assets to the Wife should serve as a starting point. Both cases involved single-income marriages of similar duration (around ten and 11 years respectively). The wife in each of these cases were awarded 25% of the matrimonial assets.[137] The Husband further submits that the Wife's entitlement here should be adjusted downwards to 20% based on two further arguments.

67 Firstly, he cites the Wife's disruptive behaviour, which he claims not only damaged him personally and professionally, but also made it difficult for him to spend time with the family in Singapore.[138] He refers to various allegations he had made in his Defence and Counterclaim (Amendment No. 1) dated 19 July 2023 ("Counterclaim"), such as how the Wife (i) unilaterally cancelled the Husband's permanent residency application, reinstated it, and cancelled it again;[139] (ii) made frequent calls to the police regarding the Husband that led to multiple visits by the police to the family's residence;[140] (iii) sent the

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135 HWS at paras 69(a)–69(d); DAM1 at paras 26(i)–26(l); DAM2 at paras 71 and 82–83.

136 HWS at para 73; DAM2 at para 67.

137 HWS at paras 78–81.

138 HWS at paras 69(e) and 70; DAM1 at para 26(m).

139 HWS at para 70(a); DAM1 at para 26(g)(i).

140 HWS at para 70(c); DAM1 at para 26(g)(iii).

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Husband's mother over a hundred emails between August 2017 to February 2022;[141] and (iv) sent the Chairman of the Board of [Company G], the Husband's former employer, more than 2000 emails.[142] The Husband adduced evidence to show that the emails to his mother were of an offensive character and those to the Chairman of the Board of [Company G] contained personal attacks on the Chairman and his family.[143] The Husband contends that these actions ultimately forced him to leave [Company G] and seek work in PNG.[144] Consequently, he was unable to be in Singapore for extended periods from 2020 to 2023 due to his work in PNG and the COVID-19 pandemic, but he maintained regular contact with the Children.[145]

68 Secondly, the Husband relies on what he submits to be similarities between the present case and *Tay Ang Choo Nancy v Yeo Chong Lin and another (Yeo Holdings Pte Ltd, miscellaneous party)* [2010] SGHC 126 ("*Yeo Chong Lin (HC)*") and *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin (CA)*"). In *Yeo Chong Lin (HC)*, the court found the husband's contributions to the accumulation of matrimonial assets to be extraordinary, resulting in a more favourable division for the husband. The division ratio of 65 : 35 in favour of the husband was upheld on appeal. The Husband argues that similar considerations should apply here, justifying a reduction in the Wife's share to 20%.[146]

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141 HWS at para 70(e); DAM1 at para 26(g)(iv).

142 HWS at para 70(f); DAM1 at para 26(h).

143 DAM2 at para 76 and pp 2270–2276.

144 HWS at para 70(f); DAM2 at para 76.

145 HWS at para 69(e); DAM1 at para 26(m).

146 HWS at paras 82–84.

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The applicable law

69 The law on the division of the matrimonial assets and the consideration of direct and indirect contributions in a structured approach was encapsulated in the Court of Appeal's decision in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*"). In *TNL v TNK*, the Court of Appeal held that the structured approach in *ANJ v ANK* should not be applied to single-income marriages, where roles of the spouses are divided along more traditional lines, *ie*, where one spouse is the sole income earner and the other plays the role of homemaker (at [43] and [46]). The Court of Appeal observed that in *long* single-income marriages, the precedent cases show that the courts tend towards an equal division of the matrimonial assets, but different considerations may attach in short single-income marriages (*TNL v TNK* at [48]). The Court of Appeal in *TNL v TNK* identified what appeared to be an outlier to the trend that tended towards an equal division of the matrimonial assets in long marriages (at [52]), namely in the case of *Yeo Chong Lin (CA)*. In *Yeo Chong Lin (CA)*, which concerned a marriage of 49 years, the Court of Appeal found that the value of the matrimonial pool was approximately $69m (*Yeo Chong Lin (CA)* at [70]–[71]) and upheld the High Court's apportionment of the assets at 35 : 65 in favour of the husband (*Yeo Chong Lin (CA)* at [82]). As observed by the Court of Appeal in *TNL v TNK* at [52], *Yeo Chong Lin (CA)* involved a unique set of facts and a major factor that featured in the analysis was the exceptionally large size of the asset pool.

70 In *BOR v BOS*, the Court of Appeal provided context to the terms "short single-income marriages" and "long single-income marriages" in noting that in *TNL v TNK* itself, the marriage involved was around 35 years long and the cases which the court there referred to as relevant precedents involved marriages of between 26 to 30 years (at [111]). The court made the observation that the trend

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in "moderately lengthy marriages", which applies to marriages in the range of around 15 to 18 years, was to award the homemaker about 35% to 40% of the matrimonial assets (*BOR v BOS* at [113], citing *ATT v ATS* [2012] 2 SLR 859 at [18]). The court also found that for marriages of shorter duration of around ten to 15 years, the trend appeared to be towards awarding the non-income earning party about 25% to 35% of the pool of matrimonial assets (*BOR v BOS* at [113]).

71 On the facts of *BOR v BOS*, the marriage lasted 11 years and four months (at [5]). The wife was a homemaker, and the husband was a business consultant who had relocated to China for work, leaving the wife to reside in Singapore with their two sons (at [4]). The court found that the wife was solely responsible for caring for the two sons, the father's aged parents and the father's daughters from a previous marriage while the father was overseas. Even allowing for the assistance of domestic helpers, her indirect contributions were given considerable weight, and the appropriate apportionment was for the wife to receive 35% of the matrimonial assets (at [114]).

Analysis and decision

72 Both parties agree that the present case involves a single-income marriage, rendering the structured approach in *ANJ v ANK* inapplicable. They also agree on the relevance of *BOR v BOS*, which suggests that for marriages lasting from ten to 15 years, the non-income earning party typically receives 25% to 35% of the matrimonial assets. The question is whether the Wife's entitlement should deviate from this range, with the Wife seeking an upward adjustment to 45% and the Husband advocating for a downward adjustment to 20%.

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73 I do not think that the Husband's account that he made all the direct and indirect financial contributions to the family can be seriously disputed. On the Wife's own case, she left her previous employment after C1 was born in July 2013 and did not re-enter the work force thereafter.[147] She admits that other than the salary she drew and the dividends she received from [Company F], which consisted of funds injected by the Husband, she did not have any additional sources of income.[148] While the Wife maintains that she has set up a website to showcase her artwork from late 2021, she claims to have sold only four out of 19 art pieces and to have received "just a few hundred dollars".[149] She also admits that prior to the marriage, she had a debt of around $5,000 which was paid off by the Husband.[150] This suggests that she did not enter the marriage with any savings that she could draw from to contribute financially to the family.

74 In terms of the parties' indirect non-financial contributions to the family, it is clear from the evidence that the Wife has been the primary caregiver of the Children since they were born, and that she had managed the household during the course of the marriage.[151] The evidence shows that the Wife has a close and loving relationship with the Children.[152] This is corroborated by the Husband's concession, although qualified, that the Wife is "a good mother to the Children to a certain extent".[153] Although the Wife has always had the assistance of a

147 PAM1 at para 36.

148 PAM1 at paras 12, 15 and 17.

149 PAM3 at paras 8–9.

150 PAM3 at para 10; DAM2 at paras 48 and 56.

151 WWS at paras 41–42.

152 PAM1 at pp 716–726.

153 HWS at para 71.

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domestic helper, this does not negate her efforts in daily household management. I also note that the family moved briefly to Brisbane after the birth of C2 for the Husband's work, although the Wife and Children returned to Singapore after six months.[154] The Wife's indirect contributions to the family were substantial, especially after the Husband moved to work in PNG, and should be duly recognised.[155]

75 The Husband shared in caregiving responsibilities when he was in Singapore. There is evidence to show that the Husband has played a role in the Children's lives, such as the Children's school enrolments and spending quality time with them.[156] The Wife herself does not deny that the Husband loves the Children deeply and spends time with them when he returns to Singapore.[157] On the whole, the evidence shows that although the Husband could not spend as much time with the Children as the Wife because of his work in PNG and his indirect contributions were consequently less than hers, he is a loving and responsible father.

76 I am unable to agree with the Wife that parallels may be drawn between her and the wife in *BOR v BOS*. In awarding the wife in that case 35% of the matrimonial assets, the court found that the wife there was not a typical homemaker in a single income family, but rather, that while the husband was overseas, she was solely responsible for caring not only for their two sons, but also the husband's aged parents and daughters from a previous marriage. The Wife's assertions about her contributions to managing the household,

154 PAM1 at paras 49–51.

155 PAM2 at para 90.

156 DAM2 at pp 2278, 2280–2281 and 2287.

157 WWS at paras 43–44.

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supervising the helper, caring for two young children and managing [Company F], *eg*, by obtaining tax concessions by virtue of her citizenship or liaising with [Company F's] corporate service provider, were of a distinct character from the situation of the wife in *BOR v BOS*. They do not appear to have required the same extent of time or effort on the Wife's part, and have not come close to matching the level of time and effort invested by the wife in *BOR v BOS*.

77 I am also unable to agree with the Wife that *MZ v NA* is of assistance to her case that she is entitled to more than what would typically be awarded for a short single-income marriage. That case does not provide meaningful comparison, given that it involved a marriage that was "moderately lengthy", of about 18 years (at [4]–[5]). For "moderately lengthy" marriages, the trend observed in *BOR v BOS* was to award the homemaker 35% to 40% of the matrimonial assets (see [70] above). I am similarly not persuaded by the Wife that the Children's needs, which require her to secure suitable accommodation for them and herself, should result in her receiving a 5% uplift to give her a 45% share of the pool of matrimonial assets. Throughout their marriage, the parties have consistently rented their home. The need for accommodation will be considered below in my order for the Wife's and the Children's maintenance.

78 The case of *VIG v VIH* cited by the Wife shares some similarities with the present one. That case involved a marriage of 12 years. The wife worked as a lawyer for about five to six years after the marriage, first in France, then in Singapore, before making a career sacrifice by relinquishing her legal career to become the primary caregiver for the two children of the marriage and a full-time homemaker (at [68(c)]). The parties were agreed that the husband had made the vast majority of direct financial contributions to the pool of matrimonial assets which stood at around $36.8m (at [57] and [67]). As for indirect financial contributions, the court observed that majority of expenses

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would have been financed by the husband. The court considered the fact that the bulk of the exceptionally large pool of matrimonial assets was earned by the husband to be an important factor (at [71]). Having regard to those assets, the fact that the wife was the primary caregiver of the children and that the husband was also involved in the children's lives, as well as the length of the marriage, the court ordered a division of the matrimonial assets in the proportion of 70 : 30 in favour of the husband (at [75]).

79 Another case which is analogous to the present case is *ABX v ABY*, a case cited by the Husband. The Court of Appeal in *UDA v UDB and another* [2018] 1 SLR 1015 ("*UDA v UDB*") at [64]–[65] referred to *ABX v ABY* as one of the cases in which the court had exceeded its jurisdiction by dealing with, under s 112 of the Women's Charter, the rights of spouses and a third party where the third party was seeking a determination of his or her rights, but that point has not arisen in the present dispute. The decision of the court in *ABX v ABY* relating to the proportion of the matrimonial assets awarded to each of the parties was not discussed in *UDA v UDB* and was not affected. *ABX v ABY* was a case which involved a single-income marriage of approximately ten years with two children (at [1], [3] and [61]). For the early years of the marriage, the parties were based in Hong Kong. The wife took care of the household chores with the help of a part-time domestic helper in Hong Kong (at [4]). After the children were born, the wife moved to Singapore together with the children while the Husband remained in Hong Kong for his work for the three years thereafter. While the husband was overseas, the wife took care of the household and the children with the assistance of domestic helpers and her mother-in-law (at [3]–[6]). The wife also contributed US$52,000, which the court regarded as her financial contributions to the general household expenses and the care of the children (at [63]). Further, the wife had asked only for a nominal sum of $1 for her maintenance, which the court took into account as a relevant factor in

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dividing the pool of matrimonial assets in the proportion of 25 : 75 in favour of the husband (at [63]).

80 Considering all the circumstances of this case, including the 11-year marriage duration, the fact that the Husband was the sole financial provider for the family, the role that the Wife played as primary caregiver and in managing the parties' household and [Company F], as well as both parties' devotion to the Children, and taking into account comparable reasoned decisions such as *VIG v VIH* and *ABX v ABY*, I find it appropriate to grant an award to the Wife that is situated below the midpoint of the typical 25% to 35% range. The financial contributions of the wife in *VIG v VIH* (although not significant when considering the size of the $36.8m pool of matrimonial assets) and her sacrifice of her legal career, warranted a higher percentage award for the wife in that case as compared to the Wife here. However, a more favourable allocation that exceeds the baseline benchmark of 25% within the typical range that was awarded to the wife in *ABX v ABY* will provide the Wife here with a greater measure of financial stability and put her in a better position to provide for the Children who are in her care and control. All things considered, I find it just and equitable to divide the matrimonial assets in a ratio of 72.5 : 27.5 in favour of the Husband.

81 As for the Husband's reliance on *Yeo Chong Lin (CA)* and *Yeo Chong Lin (HC)* in support of his submission that the Wife's entitlement should be adjusted downwards to 20% and his entitlement upwards to 80% in light of his contributions to the accumulation of the pool of matrimonial assets, which he submits "has been nothing short of extraordinary",[158] I find it to be misplaced. The important factor that featured in the analysis for awarding the breadwinner

158 HWS at para 82.

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spouse a larger share in that case was the exceptionally large asset pool of $69m. That rationale can find no application here given the significant difference in the size of the pool of matrimonial assets.

Giving effect to the apportionment of the pool of matrimonial assets

82 I turn next to consider how the division of the pool of matrimonial assets should be effected. In particular, I address how the Husband's shares in [Company H] should be divided.

Parties' submissions

83 The Wife submits that the balance of her share of the matrimonial assets, after accounting for her retaining all the moneys in her name and the parties' joint assets, should be paid to her within one month from the expiration of the escrow period under the Deed of Restriction.[159] She urges the court "to fix the value of the [Company H] shares now, but defer the payment".[160]

84 The Husband submits that as the [Company H] shares are completely illiquid until November 2025, the Husband has no ability to pay the Wife a sum equivalent to her share of the shares in [Company H], and the court should order the Husband to transfer the Wife's entitlement to a percentage of the shares to the Wife within fourteen days of the expiry of the escrow period under the Deed of Restriction.[161] The Husband relies on the cases of *CYH v CYI* [2024] 4 SLR 517 ("*CYH v CYI*") and *WPN v WPO* [2023] SGHCF 38 ("*WPN v WPO*") to show that the court would have regard to the illiquidity of the asset to be

159 Wife's Correspondence with the Court dated 31 July 2024 at para 120.2(v).

160 Minutes (25 July 2024).

161 HWS at paras 88–89.

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divided and the ability of a party to make payment of the other party's share in cash in determining whether distribution should be made in cash or in kind.[162]

The applicable law

85 In *CYH v CYI*, the material inquiry was the appropriate valuation and division of various shares of private limited companies held by the husband. The court found that there was a lack of complete and reliable information for the expert to rely on in valuing the shares, and it was not fair, just or appropriate to adopt either party's valuation or to guess plausible figures to adopt (at [51]–[57]). Therefore, the court found that the solution was to order a distribution in kind for all the shares in the various private limited companies, where the shares would be transferred such that the husband and wife would own the shares in a 60 : 40 ratio (at [61]). In reaching his conclusion that a division in kind should be ordered, the Judge considered the practical problem that the husband might not be able to liquidate his shares to pay the wife in cash as he could have difficulty finding ready buyers for such shares in private limited companies, thus requiring the husband to sell the shares at a depressed price due to their lack of marketability (at [59]).

86 The case of *WPN v WPO* involved a Mercedes Benz car and cryptocurrency that the husband wanted to retain, respectively, for sentimental reasons and due to his belief that the cryptocurrency would increase in value. The husband thus sought for the shortfall in the amount due to the wife to be made up in shares in a private company (at [129]). The court balanced the husband's liquidity constraints and the need to transfer some of the private company's shares to prevent the full settlement of the wife's share from being

[162] HWS at para 87.

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unduly delayed against the difficulties the wife would likely face in liquidating those shares (at [130]–[131]), and ordered the shortfall to be partially satisfied by a transfer of the private company's shares to the wife (at [132]).

Analysis and decision

87 Although *CYH v CYI* and *WPN v WPO* concern the treatment of shares in private companies during the division of matrimonial assets, the present case is analogous to *CYH v CYI* and *WPN v WPO*, as the illiquidity of the Husband's [Company H] shares (until the expiry of the escrow period under the Deed of Restriction) poses a similar problem. To recap, when [Company H] was listed on the ASX, the Husband entered into a Deed of Restriction under which the [Company H] shares cannot be liquidated or otherwise transferred by the Husband before the expiry of an escrow period of 24 months from the date of listing on 9 November 2023.[163] Any valuation ascribed to the [Company H] shares therefore cannot be realised presently. Ascribing a cash value to these shares for payment to the Wife at a later date will result in an unfair situation where the Husband bears all the risks associated with the price volatility of the shares. A party who does not want to bear the risks associated with a price volatile asset can usually convert it to cash or sell the asset to mitigate his or her exposure. However, in the present case, the Husband does not have the option to sell the shares or crystalise the value of the shares to manage or mitigate his exposure to the risks associated with the price volatility of the shares.

88 In my judgment, the Husband's inability to dispose of the [Company H] shares until 9 November 2025 is a relevant consideration that warrants an order that the [Company H] shares be distributed in kind. Such an approach is fairer,

163 DAM4 at para 10 and p 55: Deed of Restriction at para 1.

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as it ensures that the parties share in both the risks and benefits associated with changes to the share price of the shares.

89 Accordingly, I order the [Company H] shares to be divided in kind by their number. The Husband is to retain 72.5% of the 7.5m shares and transfer 27.5% of those shares, *ie*, 2.0625m shares, to the Wife within 14 days after the expiry of the escrow period under the Deed of Restriction. For completeness, I observe that this order for the [Company H] shares to be distributed in kind is consistent with the approach in *WUA v WUB*, an authority cited by the Wife for another point (see [10] above). *WUA v WUB* involved unvested share options that, like the [Company H] shares, could only be dealt with at a future date. To resolve the difficulties in valuation and division, the court in *WUA v WUB* granted a division in kind of the unvested stock options, which would be split by their number instead of their value, and the division of which would be postponed until the stock options were exercised (at [14]–[15]).

90 The total pool of assets is valued at $3,786,958.19, of which $3,186,489.29 is attributable to the [Company H] shares valued as at 14 May 2024. Based on the ratio of division of 72.5 : 27.5 in favour of the Husband, the Husband would be entitled to $2,745,544,69 (rounded to the nearest cent) and the Wife to $1,041,413.50 (rounded to the nearest cent). Given my order that the [Company H] shares are to be divided in kind, the value of the remaining assets to be divided stands at $600,468.90 ($3,786,958.19 - $3,186,489.29). The Husband is entitled to 72.5% of the remaining assets in the sum of $435,339.95 (($3,786,958.19 - $3,186,489.29) x 72.5%) and the Wife is entitled to 27.5% of the remaining assets in the sum of $165,128.95 (($3,786,958.19 - $3,186,489.29) x 27.5%). The detailed orders on the division of the matrimonial assets are set out below (at [138]).

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Maintenance for the Children

Parties' submissions

91 The parties present markedly different estimates for the Children's monthly expenses. The Wife submits that the total monthly expenses for both children amount to $25,805.26, with C1's expenses at $13,534.68 and C2's at $12,270.58.[164] These figures encompass tuition, school-related expenses and other costs.[165] In contrast, the Husband contends that the reasonable monthly expenses are significantly lower, totalling $15,468.34, with $8,431.92 for C1 and $7,036.42 for C2.[166]

92 The Wife argues that the Husband should bear all the expenses of the Children.[167] She bases this argument on the Husband's substantial financial capacity, citing his monthly income of US$32,767 and monthly allowance of PGK24,500.[168] The Wife maintains that she has no earning capacity.[169] She explains that as a diploma holder who previously earned around $3,000 working in an art gallery before the marriage, her recent efforts to secure employment have been unsuccessful. The Wife attributes this difficulty to her qualifications, lack of recent work experience and age.[170] To support her position, the Wife refers to previous financial arrangements between the parties. Initially, the Husband bore the cost of C1's school fees while the Wife paid for C2's. According to the Wife, they later agreed to utilise the dividends from [Company

164 WWS at para 68; Joint Summary at pp 37 and 48.

165 WWS at para 69.

166 HWS at paras 94, 95 and 98.

167 WWS at para 80.

168 WWS at para 73; DAM1 at pp 193 and 195.

169 WWS at paras 74–75; PAM2 at paras 6 and 45.

170 WWS at paras 76–78.

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F] to meet these expenses. Additionally, the Husband covered the full cost of rent and provided a monthly maintenance sum of either $15,000 or $17,000 to the Wife. These past arrangements, the Wife suggests, demonstrate the Husband's ability to bear the full financial burden of the Children's expenses.[171]

93 The Husband submits that the Wife used to earn at least $3,000 a month and that she would also sell art online. Nevertheless, he adopts the Wife's pre-marriage earning capacity of $3,000 for the purposes of determining the income ratio of the parties.[172] Over the course of the proceedings, the Husband concedes that his income was $43,362.[173] Based on this, the Husband proposes to pay 93.5% of certain expenses of the Children, with the Wife bearing the remaining 6.5%.[174]

94 In light of what he describes as the Wife's "pattern of squandering the family's savings", the Husband advocates for an arrangement where he directly pays vendors or reimburses expenses for certain items, particularly school fees.[175] He calculates the Children's total fixed expenses, excluding rent and items he would pay directly or reimburse, at $3,737.41 per month.[176] Based on this figure, the Husband proposes paying the Wife $3,495 monthly (representing 93.5% of $3,737.41). Further, the Husband proposes to bear 93.5% of additional expenses related to the Children. These include their share of rent (capped at $3,240), school fees and associated costs, medical and dental expenses, mutually agreed-upon tuition and enrichment classes, and insurance premiums

171 WWS at paras 86–87.

172 HWS at paras 107–109.

173 Minutes (25 July 2024).

174 Husband's Correspondence with the Court dated 26 July 2024 at paras 3(g)–3(h).

175 HWS at para 96.

176 HWS at para 98.

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for existing and jointly approved policies. This proposal aims to ensure that the Children's needs are met while addressing the Husband's concerns about financial management.[177]

The applicable law

95 The court's power to order child maintenance stems from s 127(1) of the Women's Charter, which provides that the court may order a parent to pay maintenance for the benefit of his or her child in a manner deemed appropriate by the court. In determining the quantum of child maintenance, the court is guided by s 69(4) of the Women's Charter, which mandates that the court shall have regard to all the circumstances of the case. These include the financial needs of the child, the standard of living enjoyed by the child prior to any neglect or refusal to provide reasonable maintenance, and the manner in which the child was being, and in which the parties to the marriage expected the child to be, educated or trained.

96 Established principles govern the determination of child maintenance. The primary consideration is what a child reasonably needs, having regard to all the relevant circumstances of the case (*WOS v WOT* [2023] SGHCF 36 at [50] and *VZJ v VZK* [2024] SGHCF 16 ("*VZJ v VZK*") at [70])). Parties must demonstrate the reasonableness of projected expenditures, including the child's standard of living and the parents' financial means and resources. This assessment should also factor in the change in circumstances occasioned by the divorce (*VZJ v VZK* at [70], referring to s 69(4) of the Women's Charter and *WBU v WBT* [2023] SGHCF 3 at [9]).

177 Husband's Correspondence with the Court dated 26 July 2024 at para 3(g).

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97 Section 68 of the Women's Charter establishes the duty of parents to maintain or contribute to the maintenance of their children. This includes providing reasonable accommodation, clothing, food and education, having regard to the parents' means and station in life. This shared duty to maintain or contribute to the maintenance of the children does not necessarily translate to an equal mathematical division of financial responsibilities. The financial obligations of parents may vary depending on their respective means and capabilities (*UHA v UHB and another appeal* [2020] 3 SLR 666 at [36]). In assessing a parent's financial capacity, the court adopts a holistic approach. As stipulated in s 69(4)(*b*) of the Women's Charter, consideration extends beyond income to include earning capacities, property and other financial resources. The court would also consider significant liabilities and financial commitments, as well as the assets that would be received by the parties after the division of their matrimonial assets (*WBU v WBT* at [38]). This ensures a fair and comprehensive assessment of each parent's ability to contribute to their children's maintenance.

Analysis and decision

98 The Children's monthly expenses may be classified under two broad categories: their share of household expenses and their personal expenses. Before determining the quantum of maintenance, I consider whether the Wife should contribute to the Children's maintenance.

99 In my view, it is not tenable for the Wife to claim that she has no earning capacity. She is only 41 years old, with no known health concerns that will prevent her from working, and is holding a diploma. While there will be challenges returning to work after more than a decade-long hiatus, it is reasonable to expect the Wife to find employment as she moves past the divorce

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and starts a new chapter in her life. The Children, aged 11 and eight, are in school. With domestic assistance, the Wife should be able to work and be gainfully employed. Based on her previous salary at an art gallery, I find that a reasonable estimate of the Wife's earning capacity is $3,000 per month.

100 The Husband has a monthly income of at least US$32,767[178] or $44,300 (based on the exchange rate of 1 SGD : 0.739658 USD (see [5] above) and rounded down to the nearest dollar), which significantly outweighs the Wife's earning capacity of $3,000. The Wife has not made any submissions on what the income ratio should be, but even disregarding the Husband's allowance and comparing his monthly income of $44,300 with the Wife's earning capacity of $3,000, the income ratio of the Husband and the Wife stands at 93.7 : 6.3. Considering this significant income disparity and the Husband's additional monthly allowance of PGK24,500[179] or $9,201 (based on the exchange rate of 1 SGD : 2.6626279 PGK (see [5] above) and rounded down to the nearest dollar), I order the Husband to bear 100% of the Children's school and education related expenses. Unless the parties mutually agree to another arrangement, the Husband shall pay directly to the school and the relevant vendors for the goods and services relating to these expenses. For the other expenses, the parties should contribute according to their income ratio.

Household expenses of the Children

101 I turn now to the monthly expenses of the Children. The parties' positions on the household expenses, and my determination for each item of expense, are set out in the table below:

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178 DAM1 at p 195.

179 DAM1 at p 193.

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S/N	Household Expenses	Husband's Position (S$)	Wife's Position (S$)	Court's Decision (S$)
1	Rent	$5,200.00	$7,600.00	$7,600.00 until August 2025, $6,500.00 thereafter
2	Groceries and Sundries	$1,500.00	$1,000.00	$1,000.00 as claimed
3	Meals - eating out and food deliveries	$900.00	$1,600.00	$1,500.00
4	Utilities	$375.00	$600.00	$400.00
5	Cable TV/ Internet	$65.00	$75.00	$75.00 as claimed
6	Netflix and other entertainment subscriptions	$14.00	$40.00	$14.00
7	Pest control	$16.67	$116.67	$17.00
8	Aircon maintenance	$55.83	$150	$100.00
9	Levy and salary for domestic helper	$560.00	$560.00	$560.00
10	Household maintenance	$50.00	$380.00	$50.00

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Total	$8,736.50	$12,121.67	$11,316.00 up to August 2025; $10,216.00 from September 2025

102 The parties' estimates for the household expenses mainly diverge on the item of rent. While the Husband contends that $7,600 is exorbitant,[180] the Wife has presented a tenancy agreement dated 14 June 2023 confirming this amount as the monthly rent.[181] At the first hearing of this matter, the Wife's counsel explained that the rental cost increased upon the expiration of the previous agreement, but that it is expected that there will be a decrease when the current agreement concludes in August 2025.[182] After reviewing the parties' correspondence with each other and a property agent from May 2023 to June 2023,[183] I accept the Wife's assertion that the existing agreement was executed in an elevated rental market.[184] Consequently, I allow $7,600 for rental expenses until August 2025. From September 2025 onwards, I determine a reasonable rental amount to be $6,500, which falls slightly above the midpoint of the $5,200 to $7,600 range proposed by the parties. This sum should adequately accommodate a household of four (the Wife, the Children and a domestic helper) in a manner consistent with the family's previous standard of living.

180 HWS at para 94.

181 PAM1 at p 57.

182 Minutes (25 July 2024); PAM1 at p 57, which states that the tenancy agreement ends two years from 7 August 2023.

183 PAM2 at pp 95–121.

184 WWS at para 69, S/N 1; PAM2 at para 13 and pp 95–121.

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103 Regarding other monthly expenses, I have made the following determinations. For groceries and sundries, as well as meals, I allow $2,500 ($1,000 for groceries and sundries, $1,500 for eating out and food deliveries), a figure that does not deviate much from the parties' estimates when the items are taken together. Utilities are set at $400 for the household, which I consider reasonable despite the Wife's higher claim of $600 that is substantiated by past utilities bills.[185] Cable TV and internet expenses are allowed at $75, based on the relevant billings.[186] While I do not consider entertainment subscriptions like Netflix as necessary for the Children's maintenance, I allow $14 based on the Husband's willingness to cover the cost.

104 For pest control, I allow $17 per month, accepting the Husband's more reasonable estimate (which translates to $200 per year), over the Wife's unsubstantiated higher claim (which translates to $1,400 per year).[187] I allow air-conditioning maintenance at $100 per month. The Wife produced a tax invoice dated 12 September 2023 stating a service charge of $446.04 for "Quarterly FC Maintenance Contract for 5 Units".[188] The Husband counters that the family incurred a quarterly expense of $167.50 previously, and submits that the Wife should bear the costs of engaging a service provider which costs more than average.[189] I agree with the Husband that it is only reasonable to procure a service provider who offers a competitive rate but allow air-conditioning maintenance at $100 per month, which in my view better reflects the updated pricing. Household maintenance is allowed at $50 per month, as per the

185 PAM2 at pp 78–83.

186 PAM2 at pp 84, 88 and 91.

187 WWS at para 69, S/N 7.

188 PAM1 at p 470.

189 HWS at para 94, S/N 8.

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Husband's estimate. The invoices tendered by the Wife in support of her claim include non-recurring expenses, such as the cost of a water heater,[190] without any explanation as to why the rental premises does not come with a water heater.

105 In total, I allow a monthly sum of $11,316 up to August 2025, and a monthly sum of $10,216 from September 2025 onwards for household expenses. Of these, two-thirds ($7,544 up to August 2025; $6,810.67 from September 2025) is apportioned as the Children's share. I order the Husband to pay 93.7% of the household expenses to the Wife, amounting to $7,068.73 up to August 2025, and $6,381.60 from September 2025 onwards.

Personal expenses of the Children

106 I turn next to consider the reasonable personal expenses of the Children. The parties' positions on the personal expenses of C1 and C2,[191] and my determination for each item of expense, are set out in two tables below:

Table of C1's personal expenses

S/N	C1's Expenses	Husband's Position (S$)	Wife's Position (S$)	Court's Decision (S$)
1	[International School] Fee	$3,716.25	$5,000.00	$3,716.25 (Amount estimated by the Husband to be fully borne by the Husband and paid directly ("100% DP"))

190 PAM1 at pp 473–485.

191 Joint Summary at pp 25–48.

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2	Piano classes at [International School]	$218.00	$162.00	$218.00 (100% DP)
3	Occupational and speech therapy at [International School]	$315.00	$136.50	$315.00 (100% DP)
4	School uniform, shoes, bag	$41.67	$41.67	$41.67 (100% DP)
5	Top up meal money/pocket money	$200.00	$250.00	$200.00
6	School-related expenses, including textbooks and Bring Your Own Device money	$130.00	$130.00	$130 (100% DP)
7	School Outings	$58.33	$430.00	$58.33 (100% DP)
8	School Bus	$234.75	$400.00	$234.75 (100% DP)
9	Outings/Playdates	$200.00	$250.00	$200.00
10	Toys/books/gifts	$100.00	$100.00	$100.00
11	Medical/Dental	$30.00	$43.20	$30.00
12	Haircuts	$55.00	$55.00	$55.00
13	Maths tuition, piano, football, rock climbing, swimming	$0.00	$1,190.00	$0.00

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14	Clothes/Shoes	$100.00	$250.00	$100.00
15	Transport	$0.00	$500.00	$150.00
16	Stem Cord Banking	$25.00	$25.00	$25.00
17	Birthdays	$10.00	$145.00	$10.00
18	Summer school programmes	$0.00	$300.00	$0.00
19	Insurance Premiums	$85.75	$85.75	$85.75
School and education related expenses to be fully borne by the Husband and paid directly to the school or vendors				$4,714.00
Personal expenses to be borne by the parties based on the ratio of 93.7 : 6.3				$955.75 (Husband to pay $895.54 and Wife to bear $60.21)
	Total	$5,519.75	$9,494.12	$5,669.75

Table of C2's personal expenses

S/N	C2's Expenses	Husband's Position (S$)	Wife's Position (S$)	Court's Decision (S$)
1	[International School] Fee	$2,810.00	$4,000.00	$2,810.00 (100% DP)
2	Speech therapy at [International School]	$44.00	$44.00	$44.00 (100% DP)

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3	Music Classes	$0.00	$162.00	$0.00
4	School uniform, shoes, bag	$41.67	$41.67	$41.67 (100% DP)
5	Top up meal money/pocket money	$200.00	$250.00	$200.00
6	School-related expenses, including textbooks and Bring Your Own Device money	$130.00	$130.00	$130.00 (100% DP)
7	School outings	$58.33	$350.00	$58.33 (100% DP)
8	School Bus	$234.75	$400.00	$234.75 (100% DP)
9	Meals/Playdates	$200.00	$250.00	$200.00
10	Toys/books/gifts	$100.00	$100.00	$100.00
11	Medical/Dental	$30.00	$21.60	$30.00
12	Haircuts	$55.00	$55.00	$55.00
13	Maths and phonics tuition, football, rock climbing, swimming	$0.00	$1,120.00	$0.00
14	Clothes/Shoes	$100.00	$250.00	$100.00
15	Transport	$0.00	$500.00	$150.00
16	Stem Cord Banking	$24.75	$25.00	$25.00

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17	Birthdays	$10.00	$145.00	$10.00
18	Summer school programmes	$0.00	$300.00	$0.00
19	Insurance Premiums	$85.75	$85.75	$85.75
School and education related expenses to be fully borne by the Husband and paid directly to the school or vendors				$3,318.75
Personal expenses to be borne by the parties based on the ratio of 93.7 : 6.3				$955.75 (Husband to pay $895.54 and Wife to bear $60.21)
Total		$4,124.25	$8,230.02	$4,274.50

107 The determination of child maintenance requires a careful balance between meeting the reasonable needs of the children and respecting the boundaries of parental discretion. Maintenance is ordered to cover reasonable expenses of a child. Orders for maintenance sought by a parent beyond this threshold in respect of spending on luxuries that the other parent does not agree to incur will not be granted (*VZJ v VZK* at [71], citing *WLE v WLF* [2023] SGHCF 14 ("*WLE v WLF*") at [29], and *VZJ v VZK* at [73]). As highlighted in *WLE v WLF* at [53], the court is not the appropriate forum to endorse one parenting view over another:

> 53 … The court, in deciding the issue of child maintenance, is guided by the principles of the welfare of the child and of reasonableness. The court is not the correct forum to endorse one parenting view over another. Thus, careful consideration must be given when declaring expenses as reasonable in the

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> circumstances, especially where such a declaration would essentially coerce one parent into accepting the other's parenting approach.

108 In this case, the Wife seeks maintenance for the Children that includes extracurricular activities such as Mathematics tuition, music, football, rock climbing, swimming lessons and summer school programmes, which the Husband does not consent to. These are discretionary expenses that go beyond what the Children reasonably need and should be borne by the Wife if she chooses to enrol the Children in these activities. The Husband has expressed willingness to cover some discretionary expenses and the corresponding amounts he is willing to pay, such as for outings, playdates, toys, gifts, stem cord banking and birthday celebrations. I have therefore included these amounts in the maintenance order for the Children.

109 Regarding the Children's school and education related expenses, the Husband is to bear 100% of such expenses (see [100] above), to be paid directly to the school and the relevant vendors. In this regard, I adopt the Husband's position on the reasonable sums of such expenses for C1, namely $3,716.25 for international school fees, $218 for piano fees, $315 for occupational and speech therapy fees, $41.67 for school uniform, shoes and bag, $130 for school related expenses (including textbooks and Bring-Your-Own Devices expenses), $58.33 for school outings and $234.75 for school bus fees. As for C2, the Husband's estimates which I have adopted are $2,810 for international school fees, $44 for speech therapy, $41.67 for school uniform, shoes and bag, $130 for school related expenses (including textbooks and Bring-Your-Own Devices expenses), $58.33 for school outings and $234.75 for school bus fees.[192]

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192 Joint Summary at pp 25–42.

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110 In relation to transportation expenses, the Children take a school bus to and from school, which has been accounted for above. Separately, I find $150 a month to be reasonable expenses for each of the Children's additional or supplementary transportation requirements. In relation to the Children's expenses for meals and pocket money, clothing and shoes, and medical and dental fees, I find the Husband's estimates generally reasonable and allow such expenses at $200 for meals and pocket money, $100 per month for clothing and shoes, and $30 per month for medical and dental fees. The remaining expenses are discretionary expenses the Husband agrees to pay (see [108] above) and/or were agreed between the parties.

111 In accordance with my findings above and the items of the Children's expenses agreed by the parties, the parties will contribute to $955.75 for C1's personal expenses and $955.75 for C2's personal expenses based on their income ratio. Accordingly, the parties are ordered to pay for the Children's maintenance as follows:

Table of Children's Reasonable Expenses

Description	**Husband's contribution**	**Wife's contribution**	**Court's Decision**
Two-thirds of Household Expenses	$7,068.73 (up to August 2025); $6,381.60 (from September 2025)	$475.27 (up to August 2025; $429.07 (from September 2025)	$7,544.00 (up to August 2025); $6,810.67 (from September 2025)
School and education related expenses	Fully borne by the Husband and paid directly to the school or vendors	NIL	To be fully borne by the Husband and paid directly to the school or vendors

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Personal expenses to be borne by the parties based on the ratio of 93.7 : 6.3	$1,791.08 (93.7% of $1,911.50)	$120.42 (6.3% of $1,911.50)	$1,911.50 ($955.75 + $955.75)

112 In summary, I order the Husband to pay the Children's monthly school and education related expenses. As for the Children's two-thirds share of household expenses and the other expenses that are to be borne based on the income ratio of the parties, the Husband is to pay his share to the Wife in the sum of $8,859.81 (being $7,068.73 and $1,791.08) from March 2025 to August 2025, and $8,172.68 (being $6,381.60 and $1,791.08) from September 2025 onwards, by the first day of each month (save for March 2025, where payment is to be made by 5 March 2025). I order the Wife to bear the Children's monthly maintenance in the sum of $595.69 from March 2025 to August 2025, and $549.49 from September 2025 onwards.

Maintenance for the Wife

The parties' submissions

113 The Wife had originally sought spousal maintenance of $12,000 per month, citing monthly personal expenses of $12,320.51.[193] She sought in the alternative a lump sum maintenance payment of $450,000.[194] Following the first hearing, the Wife revised her position and informed the court that she is only seeking a lump sum maintenance payment of $450,000, to be disbursed in monthly instalments of $12,000 until 1 November 2025, with the remaining

193 WWS at paras 90, 96 and 120.7.

194 WWS at paras 97 and 120.8.

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balance payable within one month.[195] It is the Wife's submission that throughout the marriage, she has devoted herself to household duties and the Children, eschewing employment opportunities.[196] She maintains that her decision not to return to the workforce stemmed from the exigencies of childcare, and that her attempts to re-enter the workforce have been unsuccessful.[197] This figure is derived from a calculation of $7,600 monthly maintenance over five years, a duration she argues is necessary for her to secure employment and transition to post-divorce life.[198] The Wife emphasises that the Husband can afford to pay a lump sum maintenance, pointing to assets such as the Family Trust, the PNG Companies, his cryptocurrency purchases and alleged undisclosed bonuses.[199]

114 Conversely, the Husband contends that the Wife is not entitled to maintenance, or if the court find that some maintenance is payable, should receive maintenance for only six months.[200] He argues that the Wife used to earn $3,000 a month prior to the marriage and currently sells art online.[201] He contends that, given her applications for leadership roles in branding and marketing, the Wife is likely capable of earning in excess of $3,000.[202] He disputes the Wife's claimed expenses, contending that her actual reasonable expenses, including her share of the household expenses, amount to $3,727.17.[203] The Husband maintains that the family's standard of living was

195 Wife's Correspondence with the Court dated 31 July 2024 at para 120.7.

196 WWS at para 95; PAM1 at paras 40–73.

197 WWS at para 95.

198 WWS at paras 97–99.

199 WWS at para 100.

200 HWS at para 130.

201 HWS at para 116.

202 HWS at para 117.

203 HWS at para 119.

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never as high as the Wife portrays, stating that when he managed the finances, the family only needed about $7,000 to $8,000 monthly.[204] He contends that luxuries, such as business class flights and the purchases of luxury items, were either sponsored, redeemed or purchased second hand.[205] The Husband further contends that the Wife chose to stay at home despite his request for her to re-enter the workforce. He characterises her job applications as "half-hearted", noting that she applied for roles seemingly beyond her qualifications and submitted applications on LinkedIn without accompanying cover letters or curriculum vitae.[206]

The appliable law

115 The statutory basis for spousal maintenance orders may be found in s 113(1)(*b*) of the Women's Charter, which empowers the court to order maintenance for a wife or incapacitated husband, or their former counterparts, upon granting a judgment of divorce. The determination of quantum is guided by the provision in s 114 of the Women's Charter:

> **Assessment of maintenance**
>
> **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;

204 HWS at paras 120–121.

205 HWS at paras 122–123.

206 HWS at paras 126–128.

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> (*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.
>
> (2) In exercising its powers under this section, 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.

116 Given the Wife's emphasis on "a certain lifestyle that [she] is accustomed to and/or has enjoyed",[207] it is apposite to re-iterate the instructive observations of the Court of Appeal in *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 ("*Foo Ah Yan*"). The overarching principle embodied in s 114(2) of the Women's Charter is that of financial preservation. This principle "requires the wife to be maintained at a standard, which is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage" (*Foo Ah Yan* at [13]).

117 Our courts have applied the directive under s 114(2) of the Women's Charter "*purposively* to achieve a commonsense response to the requirements of justice in each case" [emphasis in original] (*Foo Ah Yan* at [15]). Further, the

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[207] WWS at para 91, S/N 7.

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purposive approach to the s 114(2) directive requires s 114(2) "to be applied in *a commonsense holistic manner* that takes into account the new realities that flow from the breakdown of the marriage" [emphasis in original] (*Foo Ah Yan* at [16], cited with approval in *ATE v ATD and another appeal* [2016] SGCA 2 ("*ATE v ATD*") at [31]). Consequently, in line with the commonsense holistic approach, a former wife must, where possible, exert reasonable efforts to secure gainful employment and contribute to preserve her pre-breakdown lifestyle (*Foo Ah Yan* at [16], referring to *Quek Lee Tiam v Ho Kim Swee (alias Ho Kian Guan)* [1995] SGHC 23 at [22] and *NI v NJ* [2007] 1 SLR(R) 75 at [14]–[16]). This approach balances the principle of financial preservation with the recognition of the changed circumstances post-divorce, emphasising the importance of reasonable efforts towards financial independence while maintaining a standard of living reasonably commensurate with that enjoyed during the marriage.

Analysis and decision

118 In ascertaining what would be the amount of maintenance to be paid to the Wife, s 114(1) of the Women's Charter requires the court to "have regard to all the circumstances of the case", including the list of non-exhaustive factors therein. The standard of living enjoyed by the parties before the breakdown of the marriage, which the Wife places heavy emphasis on, is just one factor in a non-exhaustive list of factors to be considered by the court.

119 The decision in *UEB v UEC* [2018] SGHCF 5 at [13] provides additional guidance, noting that there should not be a requirement that every specific item of expense must be proved by receipts or assessed on specific values, as if on a reimbursement exercise. However, more exceptional expenses, such as certain medical needs and costs, ought to be supported by evidence.

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120 I consider that while receipts and other evidence may provide some indication of the standard of living enjoyed by a spouse or the family, they are not a perfect metric for assessing the reasonableness of an expense or its quantum. Consequently, I have moderated the Wife's claims for maintenance, even those supported by receipts, in instances where the expenses are excessive. In this regard, s 114(2) of the Women's Charter underscores the importance of mutual responsibility in financial matters and fairness, as it provides that the court is to endeavour to place the parties 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", insofar as "it is practicable and, having regard to their conduct, just to do so". This approach acknowledges the complexities of post-divorce financial arrangements and seeks to achieve an equitable outcome that considers both the previous standard of living and the new realities following the marital breakdown.

121 The parties' positions on the reasonable expenses of the Wife, and my decision, are set out in the table below.

Table of Wife's Expenses

S/N	Wife's Expenses	Husband's Position (S$)	Wife's Position (S$)[208]	Court's Decision (S$)
1	Medical/Dental	$50.00	$450.00	$200.00
2	Mobile phone	$40.00	$70.00	$70.00

[208] For completeness, it is noted that the Wife's claim for Insurance in WWS at p 71, S/N 14 has been excluded, as the Wife submits that she is prepared to bear this expense in the Joint Summary at p 56.

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3	Capital Optical (*ie*, contact lenses and glasses)	$75.00	$240.00	$130.00
4	Grooming	$50.00	$2,000.00	$400.00
5	Entertainment	$0.00	$500.00	$200.00
6	Transport	$500.00	$1,350.00	$700.00
7	Clothes and accessories	$50.00	$3,250.00	$400.00
8	Makeup and toiletries	$50.00	$300.00	$100.00
	Total	$815.00	$8,160.00	$2,200.00

122 In relation to the Wife's medical and dental fees, she adduces two invoices issued in March 2023 and September 2023 from a dental clinic for scaling and polishing at $205.20 per visit.[209] There is also an invoice issued by the same dental clinic for bleaching in October 2022 at $1,284.[210] In addition, the Wife produced an invoice from a medical clinic for $1,095.55,[211] which included what appears to be charges for female health screening and a few prescription drugs. The Wife further asserts that she experiences frequent allergic attacks, which require quarterly visits that cost $120 a visit, but adduces no evidence of such visits.[212] In my judgment, $200 a month is a reasonable estimate of her medical and dental expenses, affording her two annual trips to

209 PAM1 at pp 489–490.

210 PAM1 at p 491.

211 PAM1 at p 488.

212 PAM1 at para 30.2, S/N 2.

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the dentist for scaling and polishing, and a reasonable sum of $1,990 annually for other medical and dental expenses.

123 The Wife tendered invoices of her mobile phone charges for March 2023 to August 2023, which ranged from $80 to $214.55, and averaged $138.94 per month.[213] Her claim for this item of expense is lower than what has been incurred on the average. I allow mobile phone charges at $70.

124 Concerning eyewear, the Wife estimates that the contact lenses cost $75 a month,[214] which I find to be reasonable. The invoices show that she purchased two pairs of glasses for the same prescription between March 2023 and July 2023, paying $519 and $745 for them.[215] I find the purchase of a second pair of prescription glasses to be extravagant, especially considering the fact that they are for the same prescription and the glasses are needed only when the Wife was not wearing the contact lenses. I allow her $75 a month for contact lenses and $55 for prescription glasses (which will allow her a new pair at $660 annually).

125 The Wife's claim of $2,000 monthly for grooming is excessive and unsupported. She tenders receipts from what appear to be issued by aesthetic clinics, which she claims "showcase[s] a certain lifestyle that [she] is accustomed to and/or has enjoyed".[216] One of the receipts is dated 21 October 2022 for what appears to be "permanent hair removal".[217] There are no other receipts for such services. The other receipts are for facials, laser treatments and skin care products, spanning the period from 15 August 2022 to 29 August 2023,

213 PAM1 at pp 493–498.

214 PAM1 at para 30.2, S/N 4(ii).

215 PAM1 at pp 501–502.

216 WWS at para 91, S/N 7.

217 PAM1 at p 512.

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totalling $9,023.16 (excluding the expense for permanent hair removal which does not appear to be a recurrent expense) and averaging $751.93 per month.[218] I allow $400 for personal grooming, which is more reasonable, and more consistent with the parties' marital lifestyle based on proper financial management contemplated under s 114(2) of the Women's Charter, as explained at [120] above.

126 In relation to the Wife's submissions that she spends $500 a month on entertainment and $3,250 a month on clothing and accessories, she refers the court to photographs of her social media account where she displays her designer goods, meals in restaurants, cars and hair salon appointments.[219] Although the evidence points to the Wife and the family enjoying discretionary pursuits, these images fail to demonstrate how her estimates are derived or why they are justifiable. I accept, however, that her standard of living during the marriage includes outings, shopping at boutiques and activities that promoted general wellness. I allow $200 a month for entertainment, which will include a reasonable sum to bring the Children out during the weekends or school holidays, and $400 a month on clothing and accessories. Along similar lines, I find that a reasonable estimate of the Wife's expenses on makeup and toiletries, for which the Wife has adduced no evidence, is $100 a month.

127 The Wife also relies on evidence of her transactions with Grab to estimate that her transportation costs are $1,350 a month.[220] The receipts show that the Wife has frequently been using the premium version of the Grab ride-hailing service, which I find not to be necessary. I thus estimate her costs of

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218 PAM1 at pp 507–511.

219 PAM1 at pp 707–714.

220 PAM1 at pp 514–533; PAM2 at p 162.

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transport at around $700 instead of $1,350, taking into account that provisions have also been made for the Children's transport costs at $150 each for trips made outside of school, and would cover trips that the Wife makes together with the Children.

128 In summary, I find that the Wife's personal expenses amount to $2,200. Adding this to her one-third share of the household expenses at $3,772 (up to August 2025) and $3,405.33 (from September 2025), her monthly maintenance is $6,000 (rounded up from $5,972) from March 2025 to August 2025, and $5,600 (rounded down from $5,605.33) from September 2025 onwards.

129 I have rejected the Wife's submission that she is incapable of finding employment and found that a reasonable estimate of the Wife's earning capacity is $3,000 per month (see [99] above). It is clear from the authorities that a former wife must, where possible, exert herself reasonably and contribute to preserving her previous lifestyle and standard of living (see [117] above).[221] As the Wife's estimated earning capacity of $3,000 falls short of her monthly expenses of $6,000 (reducing to $5,600 after August 2025), I reject the Husband's contention that the Wife is not entitled to any spousal maintenance.

130 The Court of Appeal noted in *Lee Puey Hwa v Tay Cheow Seng* [1991] 2 SLR(R) 196 at [9] that:

> 9 In so far as maintenance of a spouse is concerned, the court's power to order a lump sum payment, as an alternative to periodical payments, makes it possible for a husband, who has the means to make a lump sum payment, to achieve a clean break, and is clearly a method which should be taken advantage of whenever this is feasible. …

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221 HWS at para 115.

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The court, cautioned, however, that a lump sum payment should not be ordered "if the husband does not have adequate cash or other capital assets which can be readily disposed of, or if the lump sum payment or the disposal of assets will effectively cripple his earning power" (at [9]).

131 In the present case, I find that a lump sum maintenance order, which the Wife seeks, is appropriate to achieve a clean break, especially given the parties' relatively young age. In this regard, I take into account the Husband's ability to liquidate his share of the [Company H] shares by 9 November 2025 and pay the lump sum maintenance. While I acknowledge the Husband's concerns about the volatility of these shares, there is no compelling reason to assume only a downward trajectory in their value. I give leave to the Husband to apply, in the event that the value of those shares plummet to the extent that he would not have available resources to pay the lump sum maintenance. Such an application may be made after the [Company H] shares may be liquidated but no later than 21 November 2025. Should it be taken out, the Husband shall continue to make the monthly disbursements ordered below (at [138]) until the application is heard and disposed of, or until further order.

132 To calculate the lump sum payment, the court will assess the multiplicand, which is a reasonable sum required for the former wife's needs, and a multiplier, which is the number of months or years that her monthly needs ought to be provided for by her former husband. Taking into account the Wife's monthly expenses of $5,600 after August 2025 and her earning capacity of $3,000, I consider $2,600 to be a reasonable multiplicand. I turn next to consider an appropriate multiplier.

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133 The Wife seeks a multiplier of five years as a reasonable period for her to find employment and transition to her new circumstances post-divorce.[222] I find *WGE v WGF*, which bears striking similarities to the present case, to be of particular relevance in determining the multiplier here. *WGE v WGF* involved a marriage of comparable duration (ten years and four months), and a wife of similar age (42 years old) and one seven-year-old child of the marriage (at [4]–[5] and [189]). In that case, the wife had left her job as a lead stewardess with Singapore Airlines to care for the child and the family during the second half of the marriage without the assistance of a domestic helper and/or family members (at [158]). She subsequently rejoined the workforce and became solely responsible for childcare after the husband left the family (at [141], [157] and [158]). The income disparity between the spouses was significant, with the husband earning $14,980 monthly compared to the wife's monthly income of $3,000 (at [165]). The District Judge considered the wife's age and that she had worked for over half of the marriage before the child was born, and found that a multiplier of four years would allow the wife a reasonable period to weather the transition (at [167]–[168]).

134 On appeal, the High Court found that there was no basis to interfere with the multiplier awarded by the District Judge (at [181]). After reviewing recent authorities on the multipliers applied in various marriages of lengths ranging from three years to 13.5 years (at [182]–[186]), the Judge opined that in cases where the wife is younger and able to rejoin the workforce, there is no one formula to determine the appropriate multiplier; the court will consider the individual circumstances of each case, and reference can be made to the factors found in the Women's Charter (at [187]). Several factors were identified as favouring a higher multiplier, such as the husband's significantly higher

222 WWS at para 99.

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income, the fact that the maintenance amount was not a very large portion of the husband's income and the wife's substantial contributions to family care (at [188]). Conversely, factors supporting a lower multiplier included the wife's relatively young age, her increased share of matrimonial assets on appeal, the moderate length of the marriage and the husband's role as the primary financial provider (at [189]). Balancing those factors, a multiplier of four years was found to be reasonable and upheld on appeal (at [190]).

135 The Wife submits that the facts of this case fall squarely within those of *WGE v WGF* at [188],[223] relying on the factors the court held that pointed in favour of a higher multiplier. I agree with the Wife that *WGE v WGF* shares many factual similarities with the present case. In both cases, there is significant income disparity between the parties, albeit that it is more pronounced here. The wives in both cases are the primary care providers for the family, although the wife in *WGE v WGF* became solely responsible for the child, both financially and non-financially, after the husband left the matrimonial home and she did not have the assistance of a domestic helper. It is trite that the power to order maintenance in favour of a former spouse is supplementary to the power to order the division of the matrimonial assets. When determining the appropriate quantum of maintenance, the court considers each party's share of the matrimonial assets (*WRX v WRY* at [57]; *ATE v ATD* at [31]–[33]). I therefore factor in the Wife's 27.5% share in the pool of matrimonial assets in my consideration of an appropriate multiplier to use in this case.

136 Having regard to all the circumstances of the case, I am of the view that a multiplier of four years, aligning with the decision in *WGE v WGF*, is appropriate in this case. This determination balances several key factors – the

[223] WWS at para 98.

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short length of the marriage which does not warrant a longer period of support, the relatively young age of the parties and their respective incomes and/or earning capacities, the need to provide a reasonable timeframe for the Wife to re-establish herself in the workforce and adapt to her new circumstances post-divorce, and the Husband's ongoing responsibilities in bearing the major portion of the Children's maintenance in the coming years. This determination also takes into account the adjustments that both parties have to make to their respective needs, responsibilities and future prospects as they move forward after the divorce.

137 Using the multiplicand of $2,600 applicable from September 2025 for ease of calculation, and applying a multiplier of 4 years, I arrive at a lump sum of $124,800. To this, I add $2,400 ($400 per month for 6 months) to account for the Wife's higher expenses from March 2025 to August 2025. I therefore order the Husband to pay the Wife a lump sum maintenance of $127,200. This, together with the Wife's share of the matrimonial assets, will give the Wife time to transition to life after the divorce and work towards the standard of living that she wishes to maintain. The lump sum is to be disbursed in a manner that is similar to what the Wife has submitted.[224] I order the Husband to pay the Wife her maintenance in the sum of $3,000 no later than the first day of each month, from March 2025 to December 2025 (save for March 2025, where payment is to be made by 5 March 2025), and the balance sum of $97,200 ($127,200 less ten months of $3,000) by 1 January 2026.

[224] Wife's Correspondence with the Courts dated 31 July 2024 at para 120.7.

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Conclusion

138 In light of the findings above, and considering that the bulk of the matrimonial assets is tied up in the [Company H] shares that may be liquidated only on 9 November 2025 and that the Husband has more favourable financial liquidity until then, I order as follows:

(a) First, I order that the assets in the parties' joint names are to be transferred to the Husband.

(b) Second, I order the Wife to transfer her rights, interests, shares and directorship in [Company F] to the Husband, except for the cash asset of $88,146.00, within 60 days from the date of this judgment. The Wife shall retain the cash asset of $88,146.00.

(c) Third, I order that the parties are to retain all the other assets (except the [Company H] shares) in their sole names.

(d) Fourth, such of the following as the Wife may elect no later than 9 November 2025 shall apply:

(i) within 14 days after 9 November 2025, the Husband is to transfer to the Wife such number of shares (rounded up to the next whole number) in [Company H] as is calculated in accordance with the following formula: "2,062,500 - X", where X is the number of shares in [Company H] that is worth $185,564.79 as at 9 November 2025 (based on the SGD-AUD exchange rate for 9 November 2025); or

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(ii) within 14 days after 9 November 2025, the Husband is to transfer to the Wife 2,062,500 shares in [Company H], and the Wife is to pay the Husband $185,564.79.

As stated in [90], 27.5% of the Husband's 7.5m shares in [Company H] (or a total of 2,062,500 shares) is apportioned to the Wife. As explained in [90], after excluding the shares in [Company H], the total value of the remaining matrimonial assets is $600,468.90, and the Wife's 27.5% share of the remaining assets is $165,128.95. As I have allowed the Wife to retain all assets in her sole name (valued at $350,693.74, inclusive of the personal expenses and legal fees that have been clawed back), the amount that the Wife has retained exceeds the value of her 27.5% share of the remaining assets by $185,564.79. Therefore, the number of shares in [Company H] to be received by the Wife should exclude the number of shares in [Company H] that is worth $185,564.79 as at 9 November 2025 (based on the SGD-AUD exchange rate for 9 November 2025), unless the Wife pays the Husband $185,564.79 (in which case the Wife is entitled to receive all 2,062,500 shares apportioned to her). If the Wife fails to make an election by 9 November 2025, option [138(d)(i)] will apply.

(e) Fifth, the Husband shall pay for all the Children's school and education related expenses as set out at [100] above. In addition, the Husband shall pay a sum of $8,859.81 from March 2025 to August 2025, and $8,172.68 from September 2025 onwards (see [112] above) to the Wife by the first day of each month (save for March 2025, where payment is to be made by 5th March 2025) for the other expenses of the Children as part of their maintenance.

(f) Sixth, the Husband shall pay the Wife a lump sum maintenance of $127,200, which is to be disbursed no later than the first day of each month (save for March 2025, where payment is to be made by 5 March 2025), in the

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sum of $3,000 each month, from March 2025 to December 2025, and the balance of $97,200 by 1 January 2026 (see [137] above).

139 There shall be liberty to apply in respect of the Wife's lump sum maintenance as stated at [131] and the computation of the amounts in the orders given.

140 Parties are to bear their own costs.

Teh Hwee Hwee
Judge of the High Court

Iman Marini bte Salem Ibrahim and Yeo Zhi Xian Rebecca (Salem Ibrahim LLC) for the plaintiff;
Tan Xuan Qi Dorothy and Lim Fang-Yu Mathea (PKWA Law Practice LLC) for the defendant.

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