

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 2

Divorce (Transferred) No 706 of 2022

Between

XHG

... Plaintiff

And

XHH

... Defendant

JUDGMENT

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

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XHG

v

XHH

[2025] SGHCF 2

General Division of the High Court (Family Division) — Divorce
(Transferred) No 706 of 2022

Choo Han Teck J

6 December 2024

14 January 2025

Judgment reserved.

Choo Han Teck J:

1 The plaintiff (the “Husband”) and the defendant (the “Wife”) were married on 19 October 2013. Their marriage subsisted for almost 9 years. The Husband commenced divorce proceedings on 21 February 2022 and Interim Judgment (“IJ”) was granted on 18 October 2022. The Husband, aged 47, is an Irish citizen and Singapore Permanent Resident. He works as a managing director at a multinational investment bank, earning a monthly income of approximately S\$37,500 (excluding bonuses). The Wife, aged 43, is a Singapore citizen. She works as a banker, earning a monthly income of about S\$18,000. They have two children, a daughter aged nine (the “Daughter”) and a son aged six (the “Son”). By a consent order dated 13 November 2024, they agreed to have joint custody of the children, with care and control to the Wife and reasonable access to the Husband. The remaining ancillary issues are the division of matrimonial assets and the maintenance of the Wife and the children.

Division of matrimonial assets

2 Generally, the matrimonial assets should be identified at the time of the IJ date, *ie*, 18 October 2022, and valued as at the date of the ancillary matters (“AM”) hearing, *ie*, 28 November 2024. The circumstances in this case do not justify a departure from the general rule. Only bank and Central Provident Fund (“CPF”) accounts are to be valued as at the IJ date: *CLT v CLS and another matter* [2021] SGHCF 29 at [6]. The exchange rates adopted are as of 28 November 2024, *ie*, €1 = S\$1.41, A\$1 = S\$0.87, US\$1 = S\$1.34. However, for bank and CPF account balances, I adopt the exchange rate as at the IJ date (18 October 2022), *ie*, €1 = S\$1.39, A\$1 = S\$0.89, US\$1 = S\$1.36.

3 I shall first deal with the identification and valuation of matrimonial assets which are undisputed:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held by Husband and Wife (none)				
Husband's assets				
1	Galway Property	€57,358.89	€57,358.89	S\$80,876.03 (€1 = S\$1.41)
2	Hannover Apartment	€600,000	€600,000	S\$846,000 (€1 = S\$1.41)
3	Singapore bank accounts	S\$514,313.07	S\$514,313.07	S\$16,423.20 + S\$105,657.91 + S\$79.65 + S\$100,293.68 + S\$1,000.95 + S\$598.62 + S\$20,000 + S\$2,750.20 +

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
				S\$250,514.25 + S\$16,994.61 = S\$514,313.07
4	Allied Irish Banks Account No. ending with 089	S\$13,203.92	S\$13,203.92	S\$13,203.92
5	Orthodontic costs to be returned to pool	S\$8,632.75	S\$8,632.75	S\$8,632.75
6	Physiotherapy costs to be returned to pool	S\$1,800	S\$1,800	S\$1,800
7	Surgery costs to be returned to pool	S\$31,432.42	S\$31,432.42	S\$31,432.42
8	Expenses incurred at a Shoulder, Knee and Sports Surgery clinic to be returned to pool	S\$2,224.58	S\$2,224.58	S\$2,224.58
9	Payment of legal fees to be returned to pool	S\$94,169.36	S\$94,169.36	S\$94,169.36
10	Property tax for Galway Property	-€248.50	-€248.50	-S\$350.39 (€1 = S\$1.41)

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
11	Income Tax (IRAS NOA 2022)	-S\$60,447.20	-S\$60,447.20	-S\$60,447.20
12	Credit card liabilities owed to American Express	-S\$1,344.80	-S\$1,344.80	-S\$1,344.80
13	Credit card liabilities owed to Citibank	-S\$728.11	-S\$728.11	-S\$728.11
14	Credit card liabilities owed to DBS	-S\$352.87	-S\$352.87	-S\$352.87
15	Company M Restricted Stock Units (unvested)	238.45 units (subject to tax)	238.45 units	238.45 units (subject to tax)
Subtotal (Husband's assets only)				S\$1,529,428.76
Wife's assets				
16	Matrimonial home	S\$3,500,000	S\$3,500,000	S\$3,500,000
17	Singapore bank accounts with undisputed amounts	S\$833,305.34	S\$833,305.34	S\$168,734.51 + S\$102,971.55 + S\$471,147.84 + S\$56,777.41 + S\$27,428.68 + S\$6,245.35 = S\$833,305.34

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
18	Coinhako cryptocurrency wallet	S\$3,051.98	S\$3,051.98	S\$3,051.98
19	Legal fees	S\$61,931.16	S\$61,931.16	S\$61,931.16
Subtotal (Wife's assets only)				S\$4,398,288.48
Total				S\$5,927,687.24

4 Parties have agreed to include 238.45 units of the Husband's unvested Company M shares into the matrimonial pool, subject to division on an "if as and when" basis. I hold that the unvested shares ought to be subject to tax because they are part of the Husband's income.

5 Next, my decision regarding the rest of the matrimonial assets is as follows:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held by Husband and Wife (none)				
Husband's assets				
20	Cork Property	€370,892.30	€390,000	S\$549,900 (390,000 x 1.4)
21	Solium Capital Account No. ending with 2-32	Before tax: S\$259,757.58 (A\$291,862.45) After tax: S\$251,074.76	S\$324,365.68 (A\$372,834.12)	S\$313,357.75 (A\$360,181.32)

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
22	CPF Ordinary Account	S\$20,517.21	S\$21,657.41	S\$20,517.21
23	CPF Special Account	S\$200,072.25	S\$200,552.21	S\$200,072.25
24	Medisave Account	S\$59,365.82	S\$59,965.66	S\$59,365.82
25	Bonus received on 26 May 2022	S\$0 (Taken into account at IJ date already)	S\$227,071	S\$0
26	Bonus received for 1 April 2022 to 18 October 2022	S\$139,861.57 (S\$258,206/12 x 6.5 months)	S\$150,620.17 (S\$258,206/12 x 7 months)	S\$139,861.57
27	Prospective Income Tax payable on salary and bonus between 1 January 2022 to 18 October 2022	-S\$105,681.54 (9.5 months)	-S\$111,243.73 (10 months)	-S\$105,681.54
28	Hair implants	Not a matrimonial asset	S\$31,513.50	S\$31,513.50
29	Piano	Not a matrimonial asset, purchased for children's use	S\$6,210	S\$6,210

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
30	Husband's payment for rent when expelled from matrimonial home	Not a matrimonial asset	S\$12,732.50	Not a matrimonial asset
31	Imputed rent on Dublin Property and Galway Property	Not a matrimonial asset	€288,000 + €205,200	Not a matrimonial asset
Subtotal (Husband's assets only)				S\$1,215,116.56
Wife's assets				
32	Prudential insurance policies	S\$15,577.54 + S\$16,422.68 + S\$5,425.05 = S\$37,425.27	9/16 x S\$37,425.27 = S\$21,051.71	S\$21,051.71
33	OCBC account no. ending with 6001	S\$198,711.28	Not a matrimonial asset	S\$77,730
34	CPF Ordinary Account	S\$246,229.77	S\$112,569.98 (less the sums accumulated prior to the marriage)	S\$246,229.77
35	CPF Special Account	S\$173,800.21	S\$135,507.30 (less the sums accumulated prior to the marriage)	S\$173,800.21

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
36	Medisave Account	S\$62,686	S\$17,304.30 (less the sums accumulated prior to the marriage)	S\$62,686
37	CGS CIMB Trading Account and SGX Trading Account	S\$88,553.27 + S\$123,610.00 = S\$212,163.27 (valued as at November 2022)	S\$257,493.44 (valued as at 17 November 2024)	S\$257,493.44
38	Transfer to Lau Yu Fen in December 2020	S\$100,000	Not a matrimonial asset	S\$100,000
39	Wife's payments towards renovation and furnishings for her mother's new flat in or around March 2022	S\$18,292 (Wife did not seek Husband's consent)	S\$0 (reasonable sums given as gift to Wife's mother)	S\$18,292
40	Jewellery bought by the Husband	S\$11,765.03	Not a matrimonial asset	Not a matrimonial asset
41	Rebate from agent received at the time of the purchase of matrimonial home	S\$30,000	S\$0	S\$0
Subtotal (Wife's assets only)				S\$957,283.13

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Total				S\$2,172,623.19

6 As to the disputed assets in the Husband's name, he claims that a €19,107.70 capital gains tax ("CGT") should be deducted from the Cork Property. He calculated this by taking 33% of the subtotal after deducting the acquisition price (*ie*, €321,500) and allowable expenses (*ie*, €10,597.85) from the valuation price of the property (*ie*, €390,000). He avers that he is only claiming CGT on the Cork Property because the Galway Property is registered as his primary residence and the CGT on the Dublin Property is negligible. However, he has not provided any proof that the Galway Property is indeed registered as his primary residence. Thus, I am unable to accept the CGT in the calculation of the value of the Cork Property.

7 For the Solium Capital Account, the parties agreed that the number of vested Restricted Share Units ("RSUs") amount to 1,540.85 units of Company M shares. However, the value of the RSUs is in dispute. The Husband valued the RSUs at A\$176.96 as at 27 November 2022, while the Wife valued them at A\$229.51 as at 15 November 2024. In my view, the Wife's valuation should be adopted as it is closer to the AM hearing date. Accordingly, the shares are valued at A\$353,640.84. In addition, the Husband retains a cash sum of A\$19,193.64 in his Solium Account. However, a 23% tax will be imposed on 239.7 RSUs which vested in 2024. Hence, accounting for the cash sum and tax, the value of the Solium Account should be A\$360,181.32.

8 The Wife argues, without citing any authority, that the Husband's CPF monies should include the contribution he received on 1 November 2022 for the work completed in October 2022. I disagree. It is well-established that the

balances in bank and CPF accounts are taken at the IJ date, *ie*, 18 October 2022. I see no reason to depart from that position in this case.

9 For S/N 25, the Husband had received a bonus of S\$227,071 in May 2022. He transferred S\$240,000 to his Standard Chartered Account No. 5840 (“Account 5840”) on 28 May 2022. Despite the Wife’s requests for statements from that account for the period of May to October 2022, the Husband refused to disclose statements for June to August 2022. When she made her request, he had already disclosed statements for the other months. The September 2022 Statement for Account 5840 reveals that the balance had been reduced to S\$91,419.58 as at 31 August 2022. This amount was further reduced to S\$16,423.20 in October 2022. The Wife pointed out that the Husband had not explained the withdrawals. The Husband’s counsel sought leave to file an affidavit adducing statements covering June to August 2022 just two days before the AM hearing. After I granted leave, the affidavit was filed on 29 November 2024, with further submissions on 6 December 2024. That affidavit showed that during the period, all transfers out of Account 5840 were internal transfers to his various bank accounts save for S\$15,000 of credit card payments to American Express.

10 Regardless, the Wife maintains that the Husband must have dissipated assets during the period of June to October 2022. This is because during that period, the Husband continued to earn a net monthly income of S\$36,300. Based on his stated monthly expenses of S\$24,017.21, his surplus savings would be S\$12,282.79 per month. The surplus over five months would amount to around S\$61,413.95. This surplus, she claims, “aligns” with the increase of “approximately S\$69,439.95 in the total balances of all his bank accounts from May to October 2022”, but crucially does not account for the bonus payment.

There is thus an unexplained absence of S\$221,105, which should be returned to the matrimonial pool for division.

11 The Husband disagrees. First, he claims that the amount he must account for is S\$214,079 (*ie*, S\$61,413 + S\$221,105 – S\$68,439) rather than S\$221,105. Second, the Wife is aware of at least S\$156,200 worth of expenses, as she had applied for them to be returned to the matrimonial pool. These include costs of the Husband’s knee surgery and physiotherapy, hair implants, legal fees and his purchase of a piano. This leaves a remainder of S\$57,800 to be accounted for. I am satisfied that the Husband has accounted for S\$55,400 worth of expenses in his Further Submissions dated 29 November 2022. The difference of \$2,400 is *de minimis* and need not be returned to the matrimonial pool. Hence, I find that the Husband had not dissipated his bonus of S\$227,071.

12 Next, for S/N 26, the Husband states that he received a sum of S\$258,206 as bonus for the financial year 1 April 2022 to 31 March 2023. The Wife submits that the pro-rated sum of S\$150,620 (S\$258,206/12 x 7) be included into the pool because the bonus was paid in a period during the marriage (up to October 2022). The Husband refused to provide supporting evidence regarding the amount of his bonus. Just before the AM hearing, he agreed to include the bonus but argued for it to be pro-rated at 6.5 months instead of seven. The Wife conceded that “this may not be incorrect” since the IJ date is on 18 October 2022. Nonetheless, she argued that because the Husband is deducting income tax from the matrimonial assets for the entire period of January to October 2022, she should benefit from the bonus for the full month of October 2022. Since then, however, the Husband had pro-rated his prospective income tax at 9.5 months instead of ten (see S/N 27). Hence, the bonus should be pro-rated at 6.5 months. I will address the Husband’s refusal to provide supporting evidence later.

13 The Wife contends that there are some assets that should be returned to the pool for division because they were expended without her consent when divorce proceedings were imminent or had commenced: see *TNL v TNK* [2017] 1 SLR 609 at [23]–[26]. The first expenditure is the cost of the Husband’s hair implants, valued at S\$31,737. The Husband avers that he had booked the appointment for his hair implant treatment prior to the contemplation of divorce proceedings. I find his account difficult to believe, given that he made the inquiries in November 2021, merely two months before he commenced divorce proceedings. In any case, the Husband expended a substantial sum on his hair implants without the Wife’s consent in March 2022 and August 2022 when divorce proceedings had already commenced. As such, I order the Husband to return the sum of S\$31,737 to the matrimonial pool.

14 The second expenditure is the Husband’s purchase of a piano at S\$6,210 on 12 July 2022. According to the Husband, he sent a list indicating the items that he wanted to retrieve from the matrimonial home, but the Wife refused to allow him to retrieve the items. This list included the piano which was meant for the Daughter to practise during his access to her. The Wife claims that the Daughter had discontinued piano lessons by that time, and therefore the piano was purchased solely for the Husband’s personal use. She also claims that she did not prohibit him from retrieving the items, and the piano he sought to retrieve cost only S\$300, which is a fraction of the S\$6,210 for the new piano. It is clear to me that the Husband purchased the piano after he had commenced divorce proceedings and so I order the S\$6,210 spent on the piano to be returned to the matrimonial pool.

15 The Wife also seeks the excess in payment for rent of the Husband’s serviced apartment, valued at S\$12,732.50. This is the difference between his initial rent at a serviced apartment in Orchard Scotts Residences at S\$8,615 per

month from June 2022 to October 2022 and his current rent at a private apartment in the same development for S\$6,300 per month. The Wife does not dispute that the Husband needed to find a place to stay because she changed the locks and refused the Husband entry into the matrimonial home during this period. I am of the view that this was a reasonable expense. The Wife has not shown that the Husband had the cheaper option available to him as of June 2022. There are many factors affecting the availability of units on the market. For example, the types and prices of flats available may have changed over time. The excess in rent should not be included in the matrimonial asset pool.

16 The remaining expenditure include orthodontic costs of S\$8,632.75, physiotherapy expenses of S\$1,800, surgery fees of S\$31,432.42, medical expenses at Atlas Shoulder, Knee and Sports Surgery of S\$2,224.58 and legal fees amounting to S\$94,169.36. Although some of these claims are *de minimis*, the Husband has agreed to return all these expenses to the matrimonial pool.

17 Finally, the Wife claims that imputed rent for the Galway Property and Dublin Property ought to be included in the matrimonial asset pool. This is because the Husband's twin brother, who is also the half-owner of the Galway Property, has been staying there rent-free with his partner. Another of the Husband's brothers has also been occupying the Dublin Property rent-free. Nonetheless, the Wife did not adduce any evidence to prove that she demanded rent from the Husband's brothers or even expressed any unhappiness with this arrangement throughout their marriage. Therefore, I find that there is no reasonable basis for the Wife to seek non-existent rent, nine years later in the wake of this divorce.

18 I now turn to the Wife's disputed assets. For the Wife's Prudential insurance policies, she argues that only 9/16 of the surrender values should be

added into the pool. The Wife purchased the policies in 2006 and had been paying the premiums since about 7 years prior to the marriage. The marriage subsisted almost 9 years. Therefore, the Wife contends that 9/16 would represent a proportionate value of the surrender values that ought to be included in the matrimonial pool. The Husband's counsel submits that the payment of the premium rather than the act of initial purchase is the act of acquisition of the insurance policies, and the Wife has not produced the pre-marriage value of the policy. In my view, this dispute can be answered by following the approach in *USB v USA* [2020] 2 SLR 588 at [19]. If an asset acquired before marriage was substantially improved during the marriage by the other spouse or both spouses, or ordinarily used or enjoyed by both parties or their children while residing together, then that asset is a transformed matrimonial asset, and its entire value goes into the pool. If there is no transformation, the asset stays out of the pool as a "pre-marriage asset", unless it is partially paid for during the marriage by the owning spouse with income that would have been a quintessential matrimonial asset had it been saved up. For assets under the latter category, the court puts the proportion of the value of the asset that was acquired during the marriage into the matrimonial pool. The Prudential insurance policies fall under the latter category — there was no evidence that the Husband had contributed to the premiums for the Wife insurance policies. I thus accept the Wife's proposal to include 9/16 of the surrender value in the matrimonial pool.

19 For the Wife's OCBC account no. ending with 6001 ("OCBC Account 6001"), the Wife had transferred into that account S\$120,000 from her other OCBC account on 17 February 2022, and another S\$78,000 from one of her CIMB accounts on 18 February 2022. She claims that the money therein should be excluded entirely as they are held on trust for the Wife's father who is a compulsive gambler and spendthrift. She says that the funds in the OCBC 6001 account comprise approximately S\$77,730 in allowances given to her father

accumulated since November 2011, and S\$120,981.28 from the balance sale proceeds of her father's matrimonial flat.

20 I find that the S\$120,981.28 belongs to the Wife's father, and is thus not a matrimonial asset. The Husband admits that he managed the proceeds from the sale of the Wife's father's matrimonial flat, and that on 12 September 2020 he "transferred the balance [p]roceeds amounting to S\$120,975.20 to the Wife's personal account". His only point in rebuttal is that the timing of the Wife's transfer of \$120,000 from that personal account into the OCBC Account 6001 is suspect. The Wife produced a letter from HDB dated 6 June 2021 informing her father that he was to make a downpayment of 10% as well as stamp fees and legal fees for his new two-room flat in about three months' time, *ie*, in September 2021. The Husband claims that she only transferred the S\$120,000 into the OCBC account on 17 February 2022, five months later, and since there does not appear to have been any deduction for the new two-room flat, and the S\$120,000 had been comingled with her own funds, the Wife "has not discharged her burden of proving that the whole of the S\$120,000 belongs to her father". I disagree. Whether the Wife has paid the downpayment and other fees is a matter between herself and her father, not the Husband. The evidence shows, and the Husband himself admits, that the S\$120,975.20 belongs to the Wife's father.

21 However, I find that the Wife has failed to show that the sum of S\$77,730 is the "accumulation of [her father's] allowance over the years". The Husband adduced a WhatsApp conversation with the Wife on 6 January 2022, which revealed that —

- (a) the Wife had cut her mother's allowance from S\$650 to S\$200 a month; and

- (b) she “redirected” her mother’s allowance to her father because her father was “now” asking for an allowance.

This contradicts the Wife’s claim that she had been accumulating allowance for her father over the years. Furthermore, the Husband has also adduced an excel sheet which he used to manage the sale proceeds of the Wife’s father’s flat. That excel sheet shows that the Wife would reimburse from the sales proceeds sums paid for her father’s medical fees and his driving fine. I agree with the Husband that this too is inconsistent with the Wife’s evidence. Hence, I order that the sum of S\$77,730 be included in the matrimonial pool of assets.

22 Next, the Wife’s counsel submits that the Wife’s CPF moneys acquired prior to the marriage should be excluded from the pool, having regard to s 112(10) of the Women’s Charter 1961 (2020 Rev Ed) (the “WC”). I disagree. The moneys in the parties’ bank accounts have been added into the pool, no matter whether they were acquired before or after marriage. The Wife did not object to such an arrangement. In fairness and for consistency, the same should follow for the parties’ CPF accounts. Otherwise, the Wife would get a windfall by keeping a part of her earnings prior to the marriage while enjoying a share of the Husband’s full earnings.

23 For S/N 37, the Husband says the value of the Wife’s shares is S\$88,553.27 for her CGS CIMB Trading Account and S\$123,610.00 for her SGX Trading Account (valued as at November 2022). The Wife says the value of her shares is S\$257,493.44 (valued as at 17 November 2024), and that all her shares are now held in her SGX Trading Account. The evidence supports the Wife’s account. I agree with the Wife that shares should be valued as at the AM hearing date or the closest possible date thereto. I thus accept the Wife’s figures.

24 For S/N 38, the Husband contends that the Wife dissipated S\$100,000 in contemplation of divorce. The Wife transferred S\$100,000 to her friend, G, on 3 December 2020. The Wife and G (who later joined the proceedings voluntarily) claim that this was for an investment in G’s café business, Company B. The agreement between the Wife and G was for the Wife to have a 50% share of the business. However, the business failed and recorded a loss of S\$198,129. The Wife was liable for half which amounted to S\$99,109.50 but rounded it up to S\$100,000, with the additional sum being “reimbursement” to G for the times she paid for the Wife’s expenses when travelling. This agreement was made orally and there was no formal documentation nor transfer of shares. The Husband’s view is that there was no genuine investment, and the Wife transferred the money to dissipate their matrimonial assets, especially since she had threatened divorce on multiple occasions in September 2019 and November 2020. The Husband’s ACRA searches show that Company B ceased to carry on business since 30 September 2019, thus he believes there was no reason for her to invest in a defunct business. On the other hand, the Wife argues that her investment had actually commenced in June 2018 (*ie*, three months after Company B was incorporated) and she had “casually informed” the Husband about it back then. G had filed an affidavit to support the Wife’s claim. The Husband denies this and says that the Wife had a habit of commiserating with him over losses in the stock market which were far less than S\$100,000 so he would have known about this if she had told him.

25 I disbelieve the version of events alleged by the Wife and G. If the Wife had truly invested in Company B in 2018. I find it implausible for the Wife and G not to record a transfer of shares, or the payment for the shares, or any basic documentation. That would mean that G essentially “gifted” her 50% shareholding to the Wife — in the event Company B had made money, G would be handing over 50% the profits to the Wife for free. This, as the Husband points

out, is absurd. Apart from the Wife's and G's bare assertions, they have not produced a shred of evidence in support of their story. I also do not believe that the Wife would have just "causally informed" the Husband regarding the alleged investment into Company B. The Husband further alleges that G had invested the S\$100,000 for the Wife's benefit, but as he is not claiming for a share in the investments, this S\$100,000 should just be returned to the pool of matrimonial assets.

26 For S/N 39, the Wife paid for the renovation and furnishings amounting to S\$18,292 for her mother's new flat in or around March 2022. In my view, whether the Wife truly meant it as a gift to her mother is immaterial. The fact that she did not seek the Husband's consent before expending a substantial sum during the period after divorce proceedings commenced in February 2022 means that this sum, which came from the matrimonial assets, must be returned to the matrimonial assets.

27 For S/N 40, the Husband contends that the sum of S\$11,765.03, representing the value of jewellery purchased for the Wife in 2014 and 2017 should be added to the matrimonial assets, since interspousal gifts purchased during the marriage are typically considered matrimonial assets. For her part, the Wife argues that the value of the jewellery is *de minimis*, their value has significantly diminished over time due to regular use, and she had reciprocated by purchasing numerous valuable gifts for the Husband during the marriage, including expensive ties and a Louis Vuitton wallet. With respect, it is not right for the Wife to run a *de minimis* argument when she is claiming for expenses as small as S\$1,800 (the Husband's physiotherapy expenses), which the Husband did not contest. Nonetheless, for the sake of fairness and consistency, I will not regard the jewellery as matrimonial assets, as the Husband does not dispute that

he had received the Wife's gifts, and the Wife had not asked for those gifts to be included in the matrimonial assets.

28 The Husband also alleges that the Wife received a rebate of S\$30,000 from the developer's property agent at the time they purchased their matrimonial home in 2014. The Wife claims that she cannot recall this rebate, but maintains that even if there were a rebate, it was only for S\$10,000. Neither party was able to produce direct evidence of the exact sum of this rebate. In any case, I agree with the Wife's counsel's submission that this rebate, if any at all, was received long before the breakdown of their marriage. It had been integrated with family funds and used in the normal course of family life. Therefore, this ought not to be included in the matrimonial pool.

29 Accordingly, the overall value of the matrimonial assets are as follows:

(1)	Subtotal for assets under Husband's name	Subtotal for assets under Wife's name	Subtotal for joint assets
	S\$2,744,545.32	S\$5,355,571.61	S\$0
Total: S\$8,100,116.93			

30 I agree with the Husband's submission that the global assessment method should be adopted as that would lead to a just and equitable division. Although there are multiple classes of assets in this case, the parties' contributions are not so varied and wide-ranging as to require the classification methodology.

31 Turning to the division of the matrimonial assets, *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*") applies because this is a dual-income marriage. I will first address the direct financial contributions of both parties. Apart from

the parties' contributions towards the matrimonial home, each party paid fully for each of their assets. For the assets other than the matrimonial home, the parties appear in the Joint Summary to have calculated their direct contributions based on their assets' current values (*ie*, the values as at the IJ date for bank and CPF accounts, and the AM hearing date for the rest of the assets) rather than what each of them actually paid for the assets. As a result, they have effectively deemed the capital gains (or losses) relating to each asset as part of each party's contributions. This is not how direct contributions are usually assessed, but since they had taken that approach, I will endorse it.

32 For the matrimonial home, I dismiss the Wife's assertion that the matrimonial property was purchased as a "gift" for her. Although the matrimonial home was purchased under her sole name, both parties made substantial contributions to the property over the years. There is no evidence of the Husband's intention to "gift" the property to the Wife. The lack of intention was even acknowledged by the Wife, as seen in her suggestion to the Husband *via* text as early as May 2020 that she would "pay [him] out of the house and [he] can move out."

33 I now turn to ascertain the parties' respective direct contributions towards the matrimonial home. The parties agree that the Husband contributed S\$1,843,539.89 to the matrimonial home. He claims that the Wife contributed S\$1,726,424.66, but the Wife contends that she contributed S\$1,745,425. The difference of about S\$19,000 arises from the parties' dispute over the Wife's contribution to the capital repayment in 2020. The Wife asserts that she paid S\$450,000 while the Husband claims that she paid S\$431,000. Both parties agree that in December 2020, the Husband transferred S\$1.35m to the Wife's account, of which S\$450,000 were the Wife's funds that she previously placed with him. However, they disagree as to whether the full sum of S\$450,000 was

used. The Husband's position is that the DBS mortgage statement shows that the capital repayment on 4 January 2021 was for the sum of S\$1,331,000 and since the Husband's S\$900,000 was fully utilised, leaving S\$431,000 of the capital repayment as the sum contributed by the Wife. The S\$19,000 remaining was retained by the Wife in her account. On the other hand, the Wife's position is that the Husband's Excel spreadsheet states that the Husband clearly attributes S\$450,000 as being paid by the Wife. In my view, since the funds have been commingled, it is not possible to say for certain how much of the S\$450,000 went towards the capital payment. Using the broad-brush approach, I deem the Wife as having contributed S\$440,000 to the capital payment. Her overall contribution to the matrimonial home is thus S\$1,745,434. Accordingly, the Husband's direct contributions amount to S\$4,588,085.21, and the Wife's, to S\$3,601,005.61. The ratio of direct contributions is thus 56:44 in the Husband's favour.

34 Next, I consider the parties' indirect contributions. The Wife argues that the indirect financial contributions of both parties were roughly equal, despite the Husband's substantially higher income and the fact that the Wife had stopped working during the last 3 years of their marriage. I am unable to accept the Wife's account as there is insufficient evidence to support her claim. I accept the Husband's account that he paid for most of the household and family expenses during the course of their marriage. His version is supported by the disclosure of his bank statements between September 2013 and December 2021 and credit card statements between January 2019 and December 2021. These included, *inter alia*, payments for MCST fees, utilities, internet, groceries, the domestic helper's salary and levy and the children's various expenses.

35 As for the indirect non-financial contributions, I am of the view that the Wife was the primary caregiver of the children. She stopped working in April

2021 and had been a stay-at-home mother until commencing her current job on 11 November 2024. The fact that she received help from her mother and domestic helper does not detract from the fact that she had been a dedicated mother who tended to the children and managed their medical issues. For instance, she organised enrichment activities for the children and arranged appointments with psychologists when she noticed concerning behavioural issues with the Daughter. She also handled most household matters including the purchase and renovation of their matrimonial home, as well as the training of the domestic helper.

36 For the Husband's part, he often came back from work early to spend time interacting with, feeding and educating the children. The Husband attended most family outings, chaperoned the children to their enrichment classes on weekends and brought the Daughter for various medical appointments. I cannot accept the Wife's bare assertion that he was an "absent father" who only ever "worked and slept".

37 The Wife's counsel cited the case of *ANJ v ANK*, which also concerned a marriage of nine years with two children, in support of the Wife's position that the court ought to attribute 60% of indirect contributions to the Wife. Ultimately, however, each case must turn on its own facts. In this case, since both parties had contributed in roughly equal measure, an indirect contributions ratio of 50-50 in favour of the Wife is just and equitable. This is a dual-income marriage that lasted around 9 years. In the circumstances, I see no reason to depart from the starting position of assigning equal weight to the direct and indirect contributions. The overall ratio is thus 53-47 in the Husband's favour.

38 Lastly, I must decide whether adverse inferences should be drawn against each party. The Husband's counsel seeks an adjustment to the average

ratio of 3.5% in favour of the Husband, to account for the expenses he had to incur since the Wife “expelled” the Husband from the matrimonial home on 18 May 2022. The Husband claims he has paid over S\$250,000 in rent and hotel costs, tens of thousands more on purchasing new furnishings and furniture and will continue to incur rent for the remainder of his current tenancy which expires in April 2026. As such, 3.5% of approximately S\$8,000,000 matrimonial assets which is roughly S\$280,000 would account for that. However, an uplift is not appropriate, because the Husband had funded these expenses using matrimonial moneys, which have not been returned to the matrimonial assets (see also [15] above). As for the furniture and prospective rent, those are expenses that the Husband would likely have to incur anyway at the end of these proceedings. The Husband also asks for a further 1.5% uplift due to the Wife’s excessive expenditure in 2022 of around S\$14,353.09 per month over 9.5 months. The Wife, in turn, points out that the Husband has access to her bank and credit card statements, and “[i]f he takes issues with specific expenses, he should raise them individually”. I agree with the Wife, and thus will not add an uplift to the Husband’s share.

39 For her part, the Wife contends that the Husband had not disclosed the following: (a) private investigator fees; (b) bank statements for the period between June and September 2022, (c) the Husband’s failure to disclose his 2023 Remuneration Review, which would evince his bonus earned between April and October 2022 (see [12] above), (d) if he has any other bank accounts aside from those disclosed; and (e) if he has any other substantial expenditures in excess of S\$4,000 incurred from the period between January 2022 till October 2022. The Husband’s refusal to fully and frankly disclose his assets is unacceptable. However, in order to draw an adverse inference against him, there must be a substratum of evidence that establishes a *prima facie* case of his concealment of assets: see *AZZ v BAA* [2016] SGHC 44 at [104]. The Husband

has already revealed his bank statements from June to September 2022 (albeit late), and has declared his bonus earned between April 2022 and March 2023 as amounting to S\$258,206. The rest of the Wife's complaints, besides the private investigator expenses, do not show any *prima facie* evidence of concealment. Hence, an uplift is not warranted, but the Husband's failure to make full and frank disclosure will have a bearing on costs.

Maintenance for the Wife and the Children

40 As to maintenance, the Wife is asking for backdated maintenance for the period between December 2021 and December 2023, at S\$6,000 per month for 24 months. She points out that the Husband gave her an allowance of S\$5,000 per month when she was retrenched from May 2021, and increased this to S\$6,000 in July 2021 before ceasing all payments in November 2021. The Husband's assertion that these payments were intended as a "slush fund" is not proved, and is also inconsistent with the monthly nature of the payments. The Husband was under a duty to provide reasonable maintenance to the Wife during the marriage (s 69(1) of the WC), and I agree that S\$6,000 a month was reasonable in light of the Wife's unemployment at the time. As for the period from the IJ date to December 2023, I think it that is fair for the maintenance to remain at S\$6,000 since the Wife was unemployed up until 1 October 2024. I thus order the Husband to pay a lump sum of S\$144,000.

41 Next, I determine the maintenance for the children. I start by addressing the parties' positions on general household expenses for both children.

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Decision (S\$)
1	Food and groceries	425	1,700	800

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Decision (S\$)
2	Eating out / Takeaway food	200	430	300
3	Utilities	152	180	152
4	Internet / Newspaper	57	67.20	57
5	Maintenance of household / electrical appliances	20	174	40
6	MCST charges and property tax	0	600	400
7	Domestic helper salary and levy	640	800	700
	Total			S\$2,449

42 I have adjusted the quantum of the expenses so that the expenses are reasonable, taking into account the children's standard of living in the past. I will elaborate on a few items. For household/electrical appliances, the Husband only agrees to pay for air-conditioning maintenance. That amounts to S\$30 per month, and 2/3 of that would be S\$20. The Husband argues that the Wife has failed to provide evidence of her other claims. Nonetheless, to account for wear and tear of the other items, I would provide an additional S\$20 per month.

43 For MCST charges and property tax, the Husband argues that there will be no such expense once the matrimonial home is sold. The Wife, however, has stated that she intends to buy a new property. Nonetheless, the claim for MCST charges can vary between properties. Using a broad-brush approach, I would value this expense at S\$400.

44 As for domestic helper salary and levy, the Husband contends that the Wife included toiletries but did not adduce any evidence to support it. The Husband further argues that the insurance of S\$828.50 per year is inflated, and the NTUC Income Plan costs S\$330.36 for 26 months. Nonetheless, the Husband failed to account for mandatory medical checkups. Using a broad-brush approach, I value this expense at S\$700.

45 Next, I set out the reasonable expenses for each child.

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
Expenses for the Daughter				
8	Transport (including public transport and private hire)	50	180	100 (no need to use private hire all the time)
9	Medical (including therapy) and dental	Husband to reimburse 50% after insurance	Husband to reimburse 75% after insurance	Husband to reimburse 75% after insurance
10	School fees	16	16	16
11	School bus	315	405 (including CCA)	405
12	Electronic devices	Husband to reimburse 50%	85	50 (one phone every 3 years as H submits)
13	School textbooks	25	25	25
14	School shoes	20	20	20

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
15	School uniform	10 (no need to buy every year)	20 (includes 4 sets of uniforms and 9 pairs of socks)	10 (no need to buy every year, or for 9 pairs of socks)
16	School bag	20	50 (Beckmann school bags, S\$300 every year)	20 (no need for branded schoolbags)
17	School pocket money	50	100	100 (recess and lunch)
18	Enrichment classes	920	1,300.00	1,193
19	Holiday camps	0	130	65
20	Outings	0	155.00	0 (each parent to bear own costs)
21	Haircut	15	15	15
22	Clothes and shoes, and face masks	50	358.50	100 (Wife's proposal is excessive)
23	Chinese New Year clothes	0	25	0 (covered above)
24	Stationery / Story Books / Assessment Books / Toys	5	200	30

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
25	Birthday cake / Birthday celebration	0	166.67	0 (luxuries)
26	Birthday gifts / Christmas gifts	0	83.33	0 (each to pay for own gifts)
27	Birthday gifts for friends' parties	0	45.12	0 (luxuries)
28	Toiletries, vitamins and off-the-counter medication	10	100	30
Total for the Daughter				S\$2,179
Expenses for the Son				
29	Transport (including public transport and private hire)	50	180	100
30	Medical (including therapy) and dental	Husband to reimburse 50% after insurance	Husband to reimburse 75% after insurance	Husband to reimburse 75% after insurance
31	School fees	16	16	16
32	School bus	280.00	280.00	280.00
33	Electronic devices	Husband to reimburse 50%	85	50
34	School textbooks	25	25	25

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
35	School shoes	20	20	20
36	School uniform	10	20	10
37	School bag	20	50	20
38	School pocket money	50	60	60
39	Enrichment classes	460	807.05	1,193
40	Holiday camps	0	130	65
41	Outings	0	155	0
42	Haircut	20	20	20
43	Clothes and shoes, and face masks	50	358.50	100
44	Chinese New Year clothes	0	25	0
45	Stationery / Story Books / Assessment Books / Toys	5	148.62	30
46	Birthday cake / Birthday celebration	0	166.67	0
47	Birthday gifts / Christmas gifts	0	83.33	0
48	Birthday gifts for friends' parties	0	45.12	0

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
49	Toiletries, vitamins and off-the-counter medication	10	100	30
50	Milk	0 (double-counting, and the Son is old enough to not drink powdered milk)	79	0 (the Son will be seven years old in 2025, no need for milk powder)
Total for the Son				S\$2,019

46 I have adjusted the quantum of the expenses to a reasonable amount. For enrichment classes, the Husband avers that he is currently paying S\$1,466 per month for the Children's swimming, tennis, Beast Academy and GoPlay Chinese lessons, and thus any additional claim more than S\$920 would be extravagant. The Wife says that she was not informed that the Husband was paying S\$1,466 a month. Since the Husband seems to view S\$2,386 (*ie*, S\$1,466 + S\$920) a month for both children's enrichment as reasonable, I value the expenses for each child at S\$1,193. The parties should sort out between themselves which enrichment classes they would like the children to attend.

47 For the holiday camps, the Wife claims that the Daughter has always enjoyed her experience at Camp Asia and because of that she intends to send the children twice each year. In my opinion, sending the children for holiday camps twice a year seems extravagant. It cannot be said that the children have always gone since they were born. The Son was still an infant in 2019 and there were no holiday camps in 2020 and 2021. Nevertheless, I recognise that this is

a usual expense incurred by the family, and it is reasonable to send both children for the holiday camp, but only annually. Should the Wife wish to sign up for the camp twice a year, she ought to bear the additional expenses herself.

48 The children's reasonable expenses add up to S\$6,647 a month. I am of the view that the Husband and Wife should bear the children's maintenance in the ratio of 70-30, in line with their respective earning capacities. His average monthly income, including bonuses, works out to be about S\$65,644.58, as seen from his 2024 IRAS Notice of Assessment. The Wife earns a monthly income of S\$18,000, but she has not received any bonuses only because she recently commenced work. That said, it would not be fair to expect her to earn S\$30,000 like she used to, as she has a heart condition. Using a broad-brush approach to account for the Wife's future bonuses or increased salary, a 72.5-27.5 split is fair. The Husband should thus pay the Wife S\$4,819 monthly for the children's maintenance from now on, until the children turn 21.

49 The Wife is also seeking backdated maintenance from December 2021 onwards. However, the Husband avers that in December 2022, he was paying an average of S\$4,744.33 per month excluding reimbursements for medical and dental. Although the Wife asserts that the Husband was only contributing S\$3,040.74 per month between August 2023 to March 2024, she did not back up her claim with bank statements. The Husband accuses her of omitting to include reimbursements he paid her in April and May 2024, which would have brought the reimbursements to S\$3,722.18 per month. He decreased his payments because he disagreed with the Wife's "unilateral chopping and changing of enrichment classes". He also had difficulty keeping track of the reimbursements to be made as the Wife sent proof of payments to him using four different email addresses – some emails ended up in his junk mailbox as a result. In the circumstances, the Husband should be made to pay S\$1,000 per

month as backdated maintenance from August 2023 to December 2024, which amounts to a lump sum of S\$17,000.

Conclusion and costs

50 The parties should, with the help of their solicitors, work out the details of how to carry out the court’s division orders: *WVS v WVT* [2024] SGHC(A) 35 at [45]. They may then submit a draft order to the court. If the parties wish to sell the matrimonial home, their solicitors are to draft the orders having regard to CPF law. Liberty to apply is granted should the parties be unable to agree.

51 The general position on costs for divorce proceedings is that the parties bear their own costs. This is because our courts seek to ensure that costs orders are in line with the no-fault basis that underlies Singapore’s jurisprudence on divorce: *AQT v AQU* [2011] SGHC 138 at [57]. In this case, however, the Husband has wilfully refused to disclose information, such as the expenses for the private investigator he hired and the Opening Balance in his American Express Card statement for May 2022. He also waited until the eleventh hour to disclose his latest salary slip and the bank statements from June to August 2022 (see [9] above). Although I have not found *prima facie* evidence of concealment, the Husband’s lack of full and frank disclosure caused unnecessary time and expense. His excuse for his refusal to disclose was merely to accuse the Wife of “taking a blunderbuss approach” – she had apparently asked for documents which he had already disclosed, and for documents pursuant to requests which the court had already dismissed. She also did not explain why she wanted disclosure. With respect, these arguments detract from the main point, which is that the Husband had a continuing duty of full and frank disclosure. Why would he have filed the May, September, October and November 2022 statements without disclosing the statements for June to August

2022? The Husband has no answer to that. He must have known that the bank statements for June to August 2022 would be relevant in determining the flow of assets. Not only did he not disclose them initially, as he was obliged to do, he did not disclose them even after the Wife had specifically asked him to do so. He has also not explained why he chose to redact the Opening Balance in his American Express Card statement for May 2022. Such conduct impedes the expedient dispensation of justice and undermines respect for legal processes. As such, I order standard costs against him for the AM proceedings, and costs thrown away, on an indemnity basis, for work done in response to his affidavit filed on 29 November 2024. I will hear the parties on the quantum of costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Kyle Leslie Sim and Florence Ting (Engarde Legal LLC) for the
plaintiff;
the defendant in person.
