IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 38

Divorce (Transferred) No 5893 of 2022

Between

XCZ

… *Plaintiff*

And

XDA

… *Defendant*

JUDGMENT

[Family Law — Custody — Access]
[Family Law — Custody — Care and control]
[Family Law — Matrimonial assets — Division]
[Family Law — Maintenance — Child]

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XCZ
v
XDA

[2025] SGHCF 38

General Division of the High Court (Family Division) — Divorce (Transferred) No 5893 of 2022
Choo Han Teck J
15, 29 May 2025

26 June 2025 Judgment reserved.

Choo Han Teck J:

1 The parties married on 11 April 2015. The plaintiff wife (the "Wife"), aged 37, is a civil servant with a monthly income of about $11,718. The defendant husband (the "Husband"), aged 45, used to work for the Singapore Armed Forces until about 2020 or 2021. He was then earning about $33,801 monthly. He is now running an education technology start-up as the chief executive officer and earns about $5,450 monthly. They have an 8-year-old daughter ("C1") and a 4-year-old son ("C2"). The Wife commenced divorce proceedings on 20 December 2022. Interim judgment ("IJ") was granted on 22 June 2023. Their marriage lasted slightly more than eight years. The parties are contesting all ancillary matters, except for spousal maintenance.

Care and control and access

2 The parties have agreed to have joint custody of the children. The Wife wants sole care and control, with overnight access to the Husband from 3pm on Saturdays to 3pm on Sundays. The Husband seeks shared care and control, or alternatively, sole care and control to the Wife with his overnight access from after school on Thursdays to 6pm on Sundays. An interim order was granted by the District Judge ("DJ") in September 2024 for the Wife to have sole care and control, and the Husband to have access from 2pm on Saturdays to 12pm on Sundays.

3 The Wife says that she has been the children's primary caregiver since they were born. She claims to have flexible working hours that allow her to take the children to and from school. She packs their bags and gets them ready for school every morning, showers them and reads bedtime stories to them every night. Apart from their daily life, the Wife also independently manages their education and healthcare matters. She says that she researched and selected their schools, attended every parent-teacher meeting by herself and enrolled them in extracurricular activities based on their interests. She also brings them for all their medical and dental appointments, organises their birthday celebrations and communicates with their friends' parents to arrange playdates.

4 The Wife says that, conversely, the Husband spends much more time on his work than with the children. He does not know basic details about the children's lives, including their medical history and the brand of their milk powder and diapers. The Wife says that nothing has changed since the interim order was granted by the DJ in September 2024. Therefore, the care arrangements should remain. However, she says that she is focused on co-

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parenting with the Husband and has therefore proposed more favourable terms for his access timings.

5 Although the interim access arrangement ordered by the DJ in September 2024 has worked well, the Husband says that the children have grown and are ready for more time with him. He argues that there is no evidence to show that shared care and control would not be in the children's interests. He proposes that he should have care of the children from Thursday after school until 6pm on Sunday. Either he or his parents can care for the children after school instead of having them attend childcare centres. Moreover, the Wife has not alleged any form of abuse, nor has she produced evidence to show that his involvement would not be in the children's interests. He says that the Wife's only complaint relates to a few occasions when he returned the children late from access, including one instance when they returned late from a day trip to Malaysia due to heavy traffic at the causeway.

6 In my view, a shared care and control order would not be appropriate in the present circumstances. As held by the court in *AQL v AQM* [2012] 1 SLR 840 at [17], young children require constancy in their routine and uprooting them every few days to a new home would be overly disruptive. This is why a shared care and control order is typically only granted in exceptional circumstances. In this case, C2 is only four years old and would benefit from a stable routine. Although C1 is older, I find that splitting the siblings between two households would not serve their best interests. Moreover, the evidence shows that the Wife has been the children's primary caregiver since their birth, and she has established routines for them. The children have adapted well to the access arrangement under the interim orders. The Husband has also demonstrated his commitment to spending time with them and therefore increasing his access hours will further strengthen his bond with them.

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7 For the reasons above, these are my orders regarding care and control and access:

(a) The Wife is to have sole care and control of the children, with the Husband to have weekly overnight access from 9am on Saturdays to 3pm on Sundays.

(b) During C1 and C2's school holidays, each party shall have the children for half of the school holidays. Before C2 commences primary school, the parties shall also equally share C2's pre-school or kindergarten holidays, if any.

(c) Each party is at liberty to travel overseas with the children during the school holidays. The travelling party shall give the non-travelling party at least four weeks' notice of their intention to travel with the children, along with the itinerary, travel details, emergency contact numbers and accommodation details. Whenever the Husband intends to travel with the children, the Wife shall hand the children's passports over to the Husband at least one week before the trip. The Husband shall return the children's passports to the Wife as soon as practicable after they return to Singapore, and by no later than the next access handover.

(d) The Husband shall have access to the children from 9am to 6pm on alternate public holidays during the school term. If a public holiday falls within the school holidays, the public holiday shall be excluded from this alternative arrangement, and school holiday access shall take precedence.

(e) On even years, the Husband shall have access to the children from 6pm on Chinese New Year ("CNY") Eve to 6pm on CNY Day 1,

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including overnight access. On odd years, the Husband shall have access to the children from after school on CNY Eve to 6pm on CNY Eve, and from 6pm on CNY Day 1 to 6pm on CNY Day 2, including overnight access.

(f) The Husband's access to the children will be extended to 6pm on Sundays on the week of C1 and C2's birthdays, the Husband's birthday and Father's Day. This extension of access time remains even if the child's birthday falls on a Sunday.

(g) The Husband shall pick the children up at the start of access from the lobby of the Wife's residence, and the Wife shall pick the children up at the end of access from the lobby of the Husband's residence, unless otherwise agreed by parties.

(h) In the event either party is unable to care for the children during their stipulated time with the children, the party shall inform the other party at least one week in advance. Access will then be granted to the available party. In the event both parties are unable to care for the children, the party who was originally supposed to care for the children during the stipulated time shall make alternative arrangements for the children's care.

Division of matrimonial assets

8 The parties have agreed to identify the matrimonial assets as at a date closest to the IJ date (*ie*, 22 June 2023). Except for bank accounts and Central Provident Fund ("CPF") accounts which are to be valued as at the IJ date, the assets are valued at a date closest to the ancillary matters hearing.

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S/N	Asset	Husband's case	Wife's case	Court's decision
Assets jointly held by Husband and Wife				
1	Matrimonial home	S$4,058,425.66	S$3,858,425.66	S$3,021,156.25
2	Bank accounts	S$1,002.91	S$1,002.91	S$1,002.91
Subtotal (joint assets only)				S$3,022,159.16
Husband's assets				
3	Tesla	S$95,932.67	S$95,932.67	S$95,932.67
4	[A] Pte Ltd	$0	Unknown	$0
5	[B] Pte Ltd	$0	Unknown	$0
6	[D] Holdings	Excluded	Excluded	Excluded
7	SGX CDP account	S$46,074.00	S$46,074.00	S$46,074
8	TD Ameritrade account	US$139,489.63 (S$188,499.50) (valued as at November 2023)	US$307,885.50 (S$415,645.43) (valued as at 30 June 2023)	US$114,893.50 (S$155,261.49) (valued as at 30 June 2023)
9	Account 0431	NA	NA	US$107,310 + US$11,840 = US$119,150 (S$161,013.51) (valued as at 1 July 2023)

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10	Account 4755	NA	NA	US$73,842 (S$99,786.49) (valued as at 8 July 2023)
11	Phillip Securities account	S$76.69	S$76.69	S$76.69
12	DBS savings account	S$5,249.51 (valued as at 22 June 2023)	S$16,549.97 (valued as at 30 June 2023)	S$5,249.51 (valued as at 22 June 2023)
13	POSB savings account	S$8,000 (valued as at 23 June 2023)	S$10,869.15 (valued as at 22 June 2023)	S$10,869.15 (valued as at 22 June 2023)
14	SCB accounts	S$176,632.59	S$176,632.59	S$176,632.59
15	UOB savings account	S$24,625.50	S$24,625.50	S$24,625.50
16	SRS account	S$79,926.73 + S$68,433.05 = S$148,359.78	S$79,926.73 + S$71,845.06 = S$151,771.79	S$150,065.80
17	CPF accounts	S$404,822.65	S$404,822.65	S$404,822.65
18	Revolut account	US$1,170.53 (S$1,508.22)	US$1,170.53 (S$1,508.22)	US$1,170.53 (S$1,508.22)
19	GE Life Protection policy	S$1,954.00	S$1,954.00	S$1,954.00
Subtotal (Husband's assets only)				S$1,333,872.28

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Wife's assets				
20	CPF accounts	S$217,025.68	S$217,025.68	S$217,025.68
21	Sole bank accounts	S$21,563.91	S$21,563.91	S$21,563.91
22	UOB junior savers account with C1	S$2,100.48	S$2,100.48 (to be excluded as the moneys belong to C1)	Excluded
23	UOB junior savers account with C2	S$926.18	S$926.18 (to be excluded as the moneys belong to C2)	Excluded
24	Mini Cooper	S$121,082.33	S$84,568.33	S$121,082.33
25	Insurance policies	S$44,838.79	S$44,838.79	S$44,838.79
26	Luxury bags	S$63,667.13	Excluded	S$22,133.69
Subtotal (Wife's assets only)				S$426,644.40
Total				S$4,782,675.84

9 The parties agree that the outstanding mortgage on the matrimonial home is S$2,941,574.34 (as at August 2024). However, the Husband's valuation of the matrimonial home is S$7m whereas the Wife's is S$6.8m. To support his valuation, the Husband adduced an offer to purchase dated 8 June 2023, in which the purchaser had offered to buy the matrimonial home at S$7.1m. This was accompanied by a S$71,000 cheque being the option fee. The Wife, on the other hand, produced an online valuation calculator which estimated the matrimonial home at S$6.6m as at July 2023. I find the evidence adduced by

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the Husband more reliable as it was an actual offer to purchase. As will be discussed later (see [20]–[27]), however, there is also an outstanding loan of S$1,137,269.41 from the Husband's mother, Mdm [Y]. This ought to be accounted for in determining the net value of the matrimonial home. Therefore, the matrimonial home should be S$3,021,156.25 (being S$7,100,000 less S$2,941,574.34 less S$1,137,269.41).

10 The Husband holds 207,792 preference shares in [A] Pte Ltd. The Wife says that the value is unknown, but the Husband says that the value is nil because [A] Pte Ltd was an accelerator that invested in early-stage companies and that it was in deficit. He made a S$100,000 investment to acquire 207,792 preference shares out of 2,000,000 shares outstanding. According to the financial statement of [A] Pte Ltd, it incurred a deficit of S$63,010 in 2022. The Husband also holds 637,667 shares in [B] Pte Ltd, which is the holding company of [C] Pte Ltd. The Husband again alleges that the shares have no value. He says that [B] Pte Ltd was dormant and [C] Pte Ltd was an early-stage start-up with no significant value. The financial statements of [C] Pte Ltd indicate that it was in deficit in 2022 and 2023. By way of an agreement dated 16 June 2023, the Husband pledged the shares in [C] Pte Ltd as collateral for a S$1.5m loan from his mother. The Husband also has 51 shares in [D] Holdings but both parties agree that he holds them on trust for his mother and therefore this is excluded from the pool of matrimonial assets.

11 As for the Husband's DBS and POSB accounts (S/N 12 and S/N 13), I will adopt the values as at 22 June 2023. Regarding the Husband's SRS account (S/N 16), there is a discrepancy of S$3,412.01 between both parties' valuations. Their respective valuations are supported by the bank statements indicating the market value of the SRS equities and bonds. However, it is unclear on which

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dates these statements were extracted. Given that the discrepancy is not large, I will adopt the average of both values.

12 For the TD Ameritrade account (S/N 8), the Husband's valuation is as at November 2023, whereas the Wife's is as at 30 June 2023. The Wife's valuation is preferred as it is closer to the IJ date (*ie*, 22 June 2023). Upon closer evaluation, however, the Wife's valuation of US$307,885.50 for the TD Ameritrade account is incorrect. The statement for the TD Ameritrade account indicates that the Husband had 5,950 Palantir Technologies Inc stocks (worth US$91,213.50) and 2,000 Snap Inc stocks (worth US$23,680) as at 30 June 2023. In other words, the TD Ameritrade account only had US$114,893.50. Nonetheless, the Husband had indicated in his first affidavit of assets and means filed on 1 August 2023 that he had a total of 12,950 Palantir Technologies Inc stocks and 9,200 Snap Inc stocks. The remaining stocks were contained in two accounts: (a) a Standard Chartered Bank ("SCB") securities account ending 0431 ("Account 0431") which had 7,000 Palantir Technologies Inc stocks (worth US$107,310) and 1,000 Snap Inc stocks (worth US$11,840) as at 1 July 2023; and (b) an SCB securities account ending 4755 ("Account 4755") which had 6,200 Snap Inc stocks (worth US$73,842) as at 8 July 2023. Account 4755 also had 200 Zoom stocks (worth US$12,938) but they were purchased on 7 July 2023 and thus I will not include them. There is no reason for the exclusion of Account 0431 and Account 4755 and thus I have included both accounts in the pool of matrimonial assets (see S/N 9 and S/N 10).

13 The Wife has two UOB Junior Savers accounts with C1 and C2, respectively. I accept her evidence that the moneys in the accounts are meant entirely for the children as they were from red packets for the children. As for the Mini Cooper, its estimated value as at 1 July 2023 was S$151,988. The Wife says, based on an online valuation, that the estimated depreciation is $19,030

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per year. Almost two years have passed since the valuation in July 2023 and therefore, the updated valuation is S$113,928. The Wife then deducted the outstanding hire purchase loan of S$29,359.67 as at 18 July 2023, making its net value S$84,568.33. The Husband disagrees with her method of calculation, saying that her deduction of the hypothetical depreciation value and the hire purchase balance as at July 2023 is "self-serving and unacceptable". I disagree with the Wife's deduction of the depreciation value because the only available values of the outstanding loan are as at June and July 2023. Although matrimonial assets (other than CPF and bank accounts) are generally valued as close to the ancillary matters hearing date as possible, I am minded to accept the valuations of the car and the hire purchase loan as at 2023 for consistency as there is no evidence of the outstanding loan as at 2025.

14 The Husband wants to include in the pool of assets S$63,667.13, being the Wife's alleged expenditure on luxury bags. The Wife has disclosed five designer bags that she currently owns, with their estimated values amounting to S$26,500. It appears that the Wife regularly re-sells luxury bags through third party companies and has since sold some of those bags. The Wife had made several Wise transactions to Gemstar Development Corporation ("Gemstar") and Aripi London International Limited ("Aripi") over several months in 2022. According to her, both companies are personal shoppers helping clients purchase luxury items. The Wise account was opened on 10 June 2022 and the disputed expenses are as follows:

S/N	Date	Recipient	Amount
1	13 June 2022	Gemstar	US$10 (or S$14.69)
2	14 June 2022	Gemstar	US$3,000 (or S$4,196.65)
3	15 June 2022	Gemstar	US$2,590 (or S$3,617.86)

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4	21 June 2022	Gemstar	US$2,450 (or S$3,415.01)
5	21 June 2022	Gemstar	US$3,000 (or S$4,181.84)
6	24 June 2022	Gemstar	US$1,000 (or S$1,394.78)
7	27 June 2022	Gemstar	US$550 (or S$766.21)
8	11 July 2022	Gemstar	US$725 (or S$1,018.41)
9	29 July 2022	Gemstar	US$2,000 or (S$3,464.29)
10	17 August 2022	Gemstar	US$3,000 (or S$4,160.67)
11	19 August 2022	Gemstar	US$3,300 (or S$4,577.68)
12	22 September 2022	Aripi	GBP2,150 (or S$3,463.64)
13	23 September 2022	Gemstar	US$500 (or S$713.07)
14	25 September 2022	Aripi	GBP2,185 (or S$3,406.87)
15	1 October 2022	Aripi	GBP2,085 (or S$3,360.55)
16	15 November 2022	Gemstar	US$5,500 (or S$7,581.09)

15 The total sum of these purchases is S$49,333.31. It is unclear how the Husband arrived at S$63,667.13. According to the bank statements of the Wife's UOB account ending 2442 ("Account 2442"), the moneys expended in S/N 4, 6, 11, 12, 14, 15 and 16 were initially from Account 2442. The Wife's position is that the funds in Account 2442 are her inheritance moneys and should thus be excluded from the pool of matrimonial assets. On 16 August 2022, there was a transfer of S$42,000 from the parties' joint UOB account ending 8500 ("Account 8500") to Account 2442. The Wife says that this was her inheritance money from her late father. Her assertion is supported by a letter from the Ministry of Law dated 12 August 2022 confirming that it had transferred her

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S$42,409.17. On 10 January 2023, there was another cheque deposit of S$36,457.51 into Account 2442 from the estate of the Wife's father.

16 There is evidence of the Wife's inheritance moneys being deposited into Account 2442. It seems that the Wife's mother and father died sometime in December 2021 and May 2022, respectively. Account 2442 was opened on 10 December 2021, and it held the funeral condolence moneys and subsequently the Wife's inheritance moneys. Given the sheer number of transactions, it is difficult to ascertain that all the moneys in Account 2442 were in fact her inheritance moneys. Nevertheless, on the totality of the evidence before me, I accept the Wife's explanation and conclude that most of the moneys in Account 2442 were likely inheritance moneys. As such, the transactions in S/N 4, 6, 11, 12, 14, 15 and 16 ought to be excluded from the pool of assets. As for the other transactions amounting to S$22,133.69 (being S$49,333.31 less S$27,199.62), there is no evidence that the moneys used were inheritance moneys. Given that they were expended without the Husband's consent at a time when divorce proceedings were likely imminent, the expenditure ought to be added back into the pool of matrimonial assets: see *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 at [24].

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

Subtotal for assets under Husband's name	**Subtotal for assets under Wife's name**	**Subtotal for joint assets**
S$1,333,872.28	S$426,644.40	S$3,022,159.16
Total: **S$4,782,675.84**		

18 Next, *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

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contributions of both parties. The parties have contributed solely to their assets in their sole name, and equally to their joint bank accounts. Therefore, the sole contention is their respective financial contributions to the matrimonial home which was purchased on 4 January 2016 for S$4,969,350.

19 Based on the CPF statements from both parties, the Wife contributed S$210,895 as at 15 June 2023 and the Husband contributed S$437,730 as at 31 July 2023. In his joint summary, the Husband claimed that he contributed S$559,485.68 to the matrimonial home based on his CPF statement as at 16 August 2024. I will adopt the Wife's values for consistency and fairness between both parties and because the balance in the CPF accounts had been valued as at 31 July 2023. As for the mortgage repayment, the Husband says that he has paid S$912,014.21 in cash whereas the Wife made no contribution. In her submissions dated 29 May 2025, the Wife agreed that a total of S$912,014.21 has been paid but claims that S$25,900 of that sum should be credited to her. This is evidenced by bank statements for Account 8500 from April 2016 to December 2017, which show that the Wife deposited a total of S$25,900. She says that this sum was used as payment towards the mortgage of the matrimonial home. I accept her account of events as there is documentary evidence of her various deposits into Account 8500.

20 There was an initial cash payment of S$1,137,269.41 made by Mdm [Y] towards the purchase of the matrimonial home. The Husband's position is that this was a loan from Mdm [Y] to him alone. This is substantiated by a loan agreement dated 27 February 2016 (the "Loan Agreement"), signed by Mdm [Y], the Husband and one Mr [X]. Mr [X] was the property agent who handled the transaction of the matrimonial home and was the witness to the Loan Agreement.

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21 The Wife's position is that the S$1,137,269.41 was a gift to her and the Husband, and thus the sum should be equally attributed to both parties. She relies on *Ang Teng Siong v Lee Su Min* [2000] 1 SLR(R) 908 ("*Ang Teng Siong*") which states at [28]–[29] that in the absence of clear and credible evidence to the contrary, a parent's contribution towards the purchase of his or her child's matrimonial home is presumed to be for the benefit of both the husband and the wife. She says that the burden is therefore on the Husband to prove that the sum is in fact a loan. The Husband claims that his mother would never have wanted to give the money to both parties as the Wife had no relationship with his immediate family members, including his mother. None of his family members attended their wedding in April 2015 and his mother even severed contact with him for about half a year. Shortly after they registered their marriage, the parties moved to the United States where the Husband pursued his master's degree.

22 In this regard, the Wife casts doubt over the authenticity of the Loan Agreement. First, the Wife says that she was in Singapore during the period it was signed whereas the Husband was overseas and could not have signed the Loan Agreement on 27 February 2016. Second, the Wife claims that there was no document evidencing the alleged loan when they first discussed divorce. However, the Husband was "suddenly able to produce the Loan Agreement when the ancillary matters turned contested". Third, when the Wife asked to inspect the original copy of the Loan Agreement, the Husband's solicitors responded that the original copy was lost. The Wife then filed a summons application for inspection of the original Loan Agreement which was granted on 10 June 2024. The Husband appealed against the decision, but it was dismissed with costs ordered against him. To-date, the Husband's counsel

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maintains that extensive search efforts have been conducted but the original Loan Agreement cannot be located.

23 The Husband explains that the matrimonial home was purchased in January 2016, prior to the Wife's viewing. The Wife viewed the property on 29 February 2016 only with Mr [X] and not Mdm [Y]. The Husband's narrative is supported by Mr [X]'s affidavit dated 20 August 2024. Mr [X] adduced a screenshot of his WhatsApp message exchange on 28 February 2016 with Mdm [Y], who gave him the Wife's number. Mr [X] then contacted the Wife directly and met her for the viewing the next day. He testified that Mdm [Y] was not present for the viewing and the Husband was overseas. It was only "sometime before National Day [*ie*, 9 August 2016]" that he witnessed the signing of the Loan Agreement which had to be backdated. The Husband claims that the S$1,137,269.41 had to be paid while he was still overseas and therefore Mdm [Y] assisted with the payments first. They only signed the Loan Agreement when he returned to Singapore sometime in July or August 2016 and it was backdated to 27 February 2016 to "align with the last cheque with the latest date".

24 The Wife contends that Mr [X] is a long-time friend of the Husband's family and has assisted them in various property transactions. His testimony should thus be accorded no weight as he is motivated to lie to the court to continue his lucrative relationship with them. She produces a screenshot of her WhatsApp conversation with Mr [X] dated 29 February 2016. In response to her message that she was waiting, Mr [X] said, "Okok u will see us in 2min". She says that the "us" in that message referred to Mr [X] and Mdm [Y].

25 I find that the sum of S$1,137,269.41 was a loan from Mdm [Y] to the Husband alone. Although there are suspicious circumstances surrounding the

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Loan Agreement (in particular, its backdating and the Husband's inability to produce the original document), I find that the totality of evidence supports the inference that Mdm [Y]'s actual intention was to lend money to her son and not to both parties. The Wife herself admitted that she "felt there was hidden hostility at first and walked on eggshells around the [Husband]'s family". Although her relationship with his family appears to have gradually improved over the years, they had vehement objections to the parties' marriage in the beginning. In fact, the animosity was so severe that none of the Husband's family, including Mdm [Y], attended their wedding. Mdm [Y] even severed contact with the Husband for a few months thereafter. In the circumstances, it is hard to believe that Mdm [Y] would have intended to make a substantial gift of more than S$1.1m to benefit both parties equally less than a year after their marriage. Furthermore, of the S$1,137,269.41, there was a S$124,743.91 cheque issued to the Husband for him to repay his outstanding car loan so that he could obtain an 80% mortgage loan for the matrimonial home. It is unlikely that Mdm [Y] would have intended to give both parties money to clear a liability that was only in the Husband's name.

26 How then should the loan be accounted for? The Husband's counsel submits that upon the sale of the matrimonial home, the loan ought to be deducted first (along with the outstanding mortgage) before the sale proceeds are divided and apportioned accordingly. The S$1,137,269.41 should be returned to Mdm [Y] and also attributed to the Husband as his direct contribution towards the acquisition of the matrimonial home. The Wife's counsel argues that even if the court finds that the S$1,137,269.41 was a loan, it should either be considered the Husband's direct financial contribution or deducted from the sale proceeds prior to division without crediting either party. She says that the Husband's suggestion of counting the sum as his direct

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contribution and seeking its repayment from the sale proceeds prior to division is a clear "double count" of the sum.

27 I agree with the Wife's counsel's submission. The loan from Mdm [Y] is merely a liability in the Husband's name – the Husband (and the Wife) had not contributed financially to the repayment of this interest-free loan. In fact, the Loan Agreement expressly states that the loan is to be returned to Mdm [Y] when the matrimonial home is sold. I cannot attribute this sum to the Husband when he contributed nothing towards its repayment. The loan (along with the outstanding mortgage) ought to be deducted from the sale proceeds of the matrimonial home and returned to Mdm [Y], before they are divided and apportioned among the parties.

28 Finally, the Husband claims that he spent S$75,000 on renovations and fittings. There are no receipts of these purchases, but the Husband has furnished hyperlinks to the specific items he bought for the house, including king-sized beds and a sofa. The Wife says that the $75,000 includes a sum of $60,000 for the garden set up and timber decking, electronics and kitchen appliances, and furniture. According to her, these expenses should not count as direct financial contributions, and only the $15,000 for shelving and fittings should be considered. Even then, there is no proof of payment for these expenses and thus they should be excluded.

29 Generally, renovation expenses can be regarded as direct contributions if it can be shown that the renovation had improved the matrimonial home. This is typically when the property is first acquired and renovations are required to make it habitable: see *TZQ v TZR* [2019] SGHCF 3 at [69]. It is unclear when these renovations took place, and how exactly they had increased the value of the matrimonial home. Therefore, I see no reason to consider these alleged costs

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as part of the Husband's direct contributions. Such payments, if any, ought to be considered as part of the parties' indirect contributions. In total, the Husband's direct contribution to the matrimonial home is S$1,323,844.21 (being S$437,730 + S$886,114.21), and the Wife's is S$236,795 (being S$210,895 + S$25,900). The ratio of their direct contributions to the matrimonial home is therefore roughly 85:15 in the Husband's favour. Pro-rating this to the net value of the matrimonial home, the Husband's contribution is S$2,567,982.81 and the Wife's is S$453,173.44.

30 In light of the above, this is my decision on their respective direct contributions.

S/N	Item	Husband's direct contributions	Wife's direct contributions
1	Matrimonial home	S$2,567,982.81	S$453,173.44
2	Joint bank accounts	S$501.46	S$501.46
3	Husband's sole name assets	S$1,333,872.28	$0
4	Wife's sole name assets	$0	S$426,644.40
Total		S$3,902,356.55	S$880,319.30

31 Therefore, the ratio of direct contributions is approximately 82:18 in the Husband's favour.

32 Next, I address the parties' indirect contributions. The Husband argues that the indirect contributions ratio should be 75:25 in his favour, whereas the Wife says that it should be 60:40 in her favour.

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33 The Husband contends that he was the family's primary financial provider. He claims that although the Wife earned more than double his monthly income, he shouldered most of the family's financial responsibilities, including the housing loan payments and the Wife's car payments. He also raises serious concerns about the Wife's management of their joint accounts. Through voluntary discovery of bank statements, he discovered substantial withdrawals by the Wife that he claims were made without his knowledge. Specifically, between August 2016 to September 2017, the Wife withdrew S$51,863.69 from Account 8500 without making any deposits. Between February 2020 to October 2022, she withdrew S$242,038.37 from the Account 8500 and S$141,651.39 from their SCB joint account. Although the Wife explains that the withdrawals were for household and family expenses, the Husband contends that many withdrawals were for her personal use, including transfers to her personal accounts and credit card payments. As for non-financial contributions, the Husband says that he was significantly involved in family life throughout the marriage. This included parenting duties, household maintenance and repairs, cooking, ferrying the children to enrichment classes, school and medical appointments, and organising family vacations. He maintains that these contributions, coupled with his role as the family's primary financial provider, justify an indirect contribution ratio of 75:25 in his favour.

34 On the other hand, the Wife claims to be the children's primary caregiver. Although the Husband was involved in childcare duties, being what she describes as a "play dad", the Wife managed all aspects of the children's daily needs, including feeding them medicine, handling their meals and nutrition, and attending to their overall wellbeing. She did this with only periodic assistance from part-time helpers and a full-time domestic helper for less than a year between 2021 and 2022. The Wife says that she made significant

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sacrifices for the family's benefit. She took a year's leave of absence to accompany the Husband during his overseas master's programme in the United States. Upon returning to Singapore, she deliberately picked positions with flexible hours to accommodate her childcare responsibilities. Furthermore, she shouldered the bulk of household management, including supervising helpers, coordinating household maintenance and managing the family's finances. She contributed S$3,500 regularly to their joint account and was responsible for all household and children's payments. This allowed the Husband to focus on his career advancement. She further claims that contrary to the Husband's allegations of "pilfering" from joint accounts, her financial management has been transparent, as evidenced during the discovery process.

35 I find that the appropriate ratio for indirect contributions should be 50:50. Although both parties have made arguments for a split in their favour, the evidence suggests that their contributions were ultimately comparable. The Husband shouldered significant financial responsibilities, particularly regarding the housing mortgage payments. I acknowledge his concerns about the Wife's management of their joint accounts. However, these withdrawals occurred over a period of several years before the breakdown of the marriage. The Wife has also explained that these withdrawals were for household expenses, and she made regular contributions to the joint accounts. As for non-financial contributions, I accept that the Wife was the primary caregiver of the children. Nonetheless, I find that the Husband has demonstrated active involvement in family life through childcare, household maintenance, and family activities. He has demonstrated his ability to take care of the children by, for example, cooking for them and driving them to their various appointments. Taking a broad-brush approach and considering the totality of their contributions over the 10-year marriage, I find that an equal division is appropriate. There is no reason to depart

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from the default position of assigning equal weight to the direct and indirect contributions. As such, the final division ratio is 66:34 in the Husband's favour.

36 Lastly, the Husband wants the court to draw an adverse inference against the Wife for her "refusal, failure and neglect in providing full and frank disclosure" of Account 2442. He says that the Wife alleges that Account 2442 was an inheritance account when in fact her withdrawals from the parties' joint accounts had been credited to Account 2442. He also says that the Wife's transfers of sums totalling S$39,102.25 from her Wise account to Gemstar was never fully explained with proof of the purpose of the transactions. He seems to believe that Gemstar is in fact the Wife's account which she had opened to siphon money away. The Wife has adduced documentary evidence to show that most of the moneys in Account 2442 were inheritance moneys, and she has also explained that Gemstar is a personal shopper. In the circumstances, I do not think that there is a *prima facie* case of concealment warranting an adverse inference to be drawn against the Wife.

Maintenance of the children

37 I shall first list out the children's reasonable expenses before determining the apportionment of the expenses between the parties. The Husband's position is that the children's reasonable expenses is S$3,768.37 whereas the Wife says that the children's reasonable expenses is S$7,731.21 (if medical and dental expenses are excluded).

38 The Husband disputes the rent, utilities and C1's afterschool care. The Wife's position is that the parties cannot realistically be expected to stay together. Since she has moved out with the children, the Husband ought to pay for the children's share of the rent. The Husband's counsel submits that after

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the divorce is finalised, the Wife can purchase a property with the sale proceeds from their matrimonial home. There is thus no need for him to be paying rent for the children. I accept the Husband's counsel's submission, but the Wife will require time to find a suitable home for herself and the children. In this case, I order the Husband to continue contributing to the children's share of rent for the next one year. It should give the Wife sufficient time to purchase a house after the finalisation of the divorce. If she so chooses to rent instead, then she ought to cover the full rent thereafter.

39 Regarding utilities, the Wife says that this cost will be incurred by the children regardless of whether they stay in the matrimonial home. The Husband's position is that each parent ought to pay solely for the utilities incurred by the children in their respective households as and when the children reside with them. The Wife would naturally incur higher utility bills given that the children will stay with her on most days and thus it is reasonable to include this expense. As for C1's after-school care, the Husband claims that he can take care of C1 after school as he runs his own startup and has a flexible work schedule. The Wife's position is that the Husband's proposed arrangement is impractical as the Husband works full-time. Furthermore, C1 is doing well in her after-school care and has made close friends. I agree that it would be in C1's interests to continue attending after-school care and thus I find this expense reasonable.

40 Regarding insurance, the Wife says that only premiums for necessary policies relating to the children's hospitalisation or medical expenses ought to be included. She disputes the necessity of life and investment-linked policies. The children's insurance policies were purchased shortly after each of them was born and have been a regular expense. As such, all their insurance policies ought to be included. As for C1's enrichment classes, the DJ's interim order was

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S$420 for her art (S$180) and gymnastics (S$240) classes. However, C1's current classes have since changed to swimming (S$240), art (S$152), Taekwondo (S$190) and dance (S$116). The Husband finds the swimming class unnecessary since he can teach the children himself. He says that otherwise, the parties should agree on a reasonable amount such as S$80 which was what they used to pay for the children's swimming classes during the marriage. He also claims that C1 has shown distaste for the dance classes, and he believes in choosing enrichment activities that align with the children's interests. The Wife says that his claim is a mere afterthought. I will order the Husband to continue paying S$420 as he has been under the interim order. If either party wishes to sign the children up for additional enrichment lessons, they should reach a mutual agreement on what would be in the best interests of the children. They appear to have agreed that C2 will attend Taekwondo classes and thus this monthly expense of S$190 shall be included once C2 begins his lessons.

41 Therefore, this is my decision on the children's reasonable expenses.

S/N	Expense	Husband's case (S$)	Wife's case (S$)	Amount (S$)
1	Rent	0	3,133.34	See [38] and [44]
2	Utilities	0	133.33	133.33
3	Food	700	700	700
4	Clothes, shoes, toiletries, stationery and books	293.34	293.34	293.34
5	Personal grooming	37.50	37.50	37.50
6	Insurance	451.83	0	451.83

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7	C1's after-school care	0	680	680
8	C1's enrichment classes	420	698	420
9	C2's childcare fees	1,694.70	1,694.70	1,694.70
10	C2's Taekwondo classes	0	190	0 (for now) 190 (when C2 begins classes)
11	C2's milk powder and diapers	171	171	171
Total expenses				4,581.70

42 Having determined the children's reasonable expenses to be S$4,581.70, the final issue concerns the apportionment of the expenses. Based on the parties' annual income tax, the Husband's monthly income in 2022 was about S$5,450, while the Wife's was S$11,718.58. The Husband's and Wife's net monthly income is therefore about 31.75% and 68.25% respectively. However, the Husband used to draw a much higher monthly income of approximately S$33,801.25 before he quit his job sometime in late 2020 or early 2021. The Husband says that notwithstanding his income being half of the Wife's, he is agreeable to share the maintenance equally. The Wife suggests that the Husband ought to pay 74.3% of the children's expenses based on his previous salary.

43 In my view, it would be unjust to peg the Husband's income to his previous salary when he was still working for the Singapore Armed Forces. The Husband says that the Wife had supported him when he decided to retire from his previous role, and it is not possible for him to return to his old position anymore. Although the Wife disagrees with his account of events, it is a fact

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that the Husband has left his high-paying job for four years now. It would be artificial to assume that he continues to receive the same salary that he used to. Nevertheless, I note that the Husband would retain a significant pool of assets after division. It would therefore be reasonable for both parties to share the children's expenses in the ratio of 60 (Husband): 40 (Wife).

44 Since the Husband is currently paying for the children's insurance, he shall transfer S$2,568.30 (being S$2,749 less S$180.70) monthly to the Wife's designated bank account. He shall also transfer the Wife S$22,560 (60% x S$3,133.34 x 12 months) for the children's share of rent. This shall be paid out as a lump sum separately from the other heads of monthly expenses. The Husband shall pay an additional S$114 (60% of S$190) per month once C2 starts his Taekwondo lessons. In addition, the parties shall bear the children's medical and dental expenses on a reimbursement basis in the same ratio of 60 (Husband): 40 (Wife).

45 Each party is to bear its own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Tan Xuan Qi Dorothy and Lim Fang-Yu Mathea (PKWA Law Practice LLC) for the plaintiff;
Tok Chwee Hwei Julie (Julie Tok Law Corporation) for the defendant.

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