

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 45

Divorce (Transferred) No 1111 of 2021

Between

XPG

... Plaintiff

And

XPH

... 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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XPG

v

XPH

[2025] SGHCF 45

General Division of the High Court (Family Division) — Divorce
(Transferred) No 1111 of 2021
Choo Han Teck J
23 May, 16 June 2025

29 July 2025

Judgment reserved.

Choo Han Teck J:

1 The parties married on 1 February 2009. The plaintiff wife (the “Wife”), aged 50, is a senior consultant at a hospital with a monthly take-home pay of S\$24,828 (excluding annual bonuses). She is a Singapore citizen. The defendant husband (the “Husband”), aged 52, was an investment analyst who retired in 2013. He is an Australian citizen and Singapore Permanent Resident (“PR”). They have a 14-year-old son, “C”. The Wife moved out of the matrimonial home and commenced divorce proceedings in March 2021. Interim judgment (“IJ”) was granted on 25 February 2022. All ancillary matters, except for spousal maintenance, are contested.

Care and control and access

2 The parties have agreed to have joint custody of C, but the Wife wants to have the “casting vote” regarding “medical and education decisions”. That is

tantamount to asking for sole custody. She wants sole care and control whereas the Husband wants the court to order shared care and control.

3 A shared care and control order is only made in exceptional cases. This arrangement gives each parent roughly equal amount of time with the child. It is an order that requires cooperation between the divorced parents. It requires the child to adapt to constant changes in his routine. However, that works only when the parents are able to respond sensibly to the demands of this responsibility. It means that the parents are able to put aside their differences in the interests of the child. Unfortunately, where both parents have an acrimonious relationship such as the present parties, a shared care and control order is not only impractical, it will give rise to even more occasions for quarrel. The parents will have no recourse but to apply to the court to make the decision whenever there is an impasse. I am therefore not inclined to make a shared care and control order.

4 There is also the question of major decisions affecting the future of the child, such as, where the child should receive his education, and also decisions regarding the child's medical care — decisions usually reserved to the parent having custody. In the past, the parent having custody will generally also have care and control of the child. Now, orders for “shared custody” are not uncommon even though care and control is given to one parent. This is to encourage both parties to participate in bringing up the child, a hope that it would be in the best interests of the child. It requires enlightened parents who understand that despite the reasons their own relationship has failed, they can still, together, give their child the benefit of a fulfilling relationship with the world by having one with both his parents.

5 The parties' submissions illustrate precisely why shared custody would be problematic in this case. The Wife expresses her concerns about the Husband's residential status. As an Australian citizen and Singapore PR who has been unemployed since 2013, she argues there is a real risk of him losing his PR status and potentially returning to Australia. This, she contends, would make it practically difficult to obtain his timely consent for C's medical and educational decisions, particularly in urgent situations. More importantly, she says that C shows an extreme aversion to his father. Following interim orders made on 14 July 2022 for overnight access with the Husband, C expressed distress at school, and he spoke to his principal about his fears of interacting with his father, threatening self-harm if forced to see his father. The Wife says that despite these concerns, the Husband insisted on immediate access. The following day, C ran away from the matrimonial home where he stayed with his father and dangerously crossed a busy road to escape. On 22 July 2022, the Husband attended at the Wife's residence wearing a recording device and insisted on having access to C. When this was refused, he called the police, creating a scene. C required more counselling because of this incident.

6 C was interviewed by Debbie Ong JAD ("Ong JAD") in March 2023, after which, all contact between the Husband and C ended. Ong JAD noted C's strong resistance to seeing his father, and C's views of his father being overly focused on academic achievements. This academic-related distress appears to stem from several incidents during the marriage. For instance, the Husband would purportedly make C complete his Chinese tuition homework while crying as he sat on the Wife's lap. He also unilaterally withdrew C from floorball, a sport that C enjoyed, in favour of tennis which the Husband believed would provide better chances for direct school admission.

7 The Husband, conversely, presents a markedly different narrative. He argues that the Wife’s request for final decision-making authority is merely an attempt to legitimise her existing practice of excluding him from important decisions. He points to the Wife’s pattern of unilateral decision-making, most notably her enrolment of C into an international school (the “International School”) without his knowledge or consent. He says that although the Wife claimed that C performed better in school when the orders for access with the Husband were suspended, C eventually did not perform well for his Primary School Leaving Examination (“PSLE”) and was upset with his own results. On medical matters, he cites the Wife’s reluctance to let C see a paediatric psychiatrist, choosing instead, for non-specialist counsellors. He also claims to be the one administering C’s nebulisations, dressing his wounds and taking him to seek medical attention. He says that the Wife’s pride as a senior consultant has caused her “to be presumptuous in thinking that she can be self-sufficient in treating C’s ailments”. Moreover, the Husband maintains that the July 2022 incidents were engineered by the Wife, though this is strongly denied by the Wife.

8 I am of the view that shared custody will not work as the parties’ relationship is acrimonious, and the parties will likely not cooperate to make decisions for C, let alone major ones. Their disagreements over the present ancillary matters are so extensive that the Husband’s counsel filed more than 200 pages of submissions (including several annexes). The Wife’s counsel’s submissions of 74 pages were not short either. Mediation and counselling were attempted, but they failed. C is now 14 years old, and the Wife has been his primary caregiver in recent years. Therefore, I will order custody, care and control to be given to the Wife, with access to the Husband.

9 As for access, C has expressed on multiple occasions that he wishes to have no contact at all with his father. Given their extremely strained relationship, any access should be implemented in the form of a staged rapprochement. Since the parties cannot agree on a counsellor, the court shall appoint an independent counsellor to assist with the reunification between the Husband and C. The Husband and C shall have weekly half-hour calls by videoconference in the presence of the counsellor for six months from the date of the appointment of the counsellor. This arrangement shall continue for another six months if there is little to no progress. Thereafter, the parties can apply for a variation of the access orders depending on the development in the Husband's relationship with C.

Division of matrimonial assets

10 The parties have agreed to ascertain the pool of assets as at the IJ date, *ie*, 25 February 2022. Except for Central Provident Fund (“CPF”) accounts and bank accounts which are valued as at a date closest to the IJ, the matrimonial assets are valued as at a date closest to the ancillary matters hearing. The Husband contends that the bank and CPF account balances should be identified close to the IJ date in their respective local currencies and then converted as at 11 April 2025, which is proximate to the ancillary matters hearing date. He relies on *CLT v CLS and another matter* [2021] SGHCF 29 at [6] and *UNE v UNF* [2018] SGHCF 12 at [4] to support his claim. In both cases, the court held that all assets and liabilities should generally be identified at the time of the IJ and valued at the time of the ancillary matters hearing, save for bank and CPF accounts which are taken at the time of the IJ. Neither of the cases stands for the Husband's proposition that the balance in the bank and CPF accounts should be identified close to the IJ date in their local currencies and

then converted to Singapore dollars at the prevailing exchange rate closest to the ancillary matters hearing date.

11 In my view, the exchange rates used should be the prevailing rate as at the date of valuation. In other words, for all matrimonial assets (other than CPF accounts and bank accounts), it shall be the closest available date to the ancillary matters hearing. For CPF accounts and bank accounts, it shall be the closest available date to the IJ. Based on the parties' joint summary, the applicable exchange rates nearest to the ancillary matters hearing date are S\$1 = AUD1.21 = INR64.98 = US\$0.75 = CNY5.52. The applicable exchange rates nearest to the IJ date are S\$1 = AUD1.02 = INR56.32 = US\$0.72 = CNY4.84. The list of the parties' assets is in Annex 1.

Assets that are undisputed in principle

12 I will first address the assets that are undisputed in principle, *ie*, the parties broadly agree on whether it is matrimonial or non-matrimonial.

Husband's assets

13 The Wife claims that upon relinquishing his club membership, the club (the "Club") would pay the Husband about 67% of the entrance fees — like a surrender value. The Husband, on the other hand, claims that there is no value to the Club membership as the membership is "personal and non-transferable". He says that the Club currently operates a membership relinquishment scheme which is subject to various conditions, including that the member must join a waiting list and be resident in Singapore. The scheme does not guarantee that a member will receive a payment for relinquishing membership. As the Husband is not a Singapore citizen, he claims that he may not be able to successfully participate in this scheme if his re-entry permit is not renewed. Furthermore, he

has no intention of relinquishing his membership as he intends to give C the advantage of potentially reducing his waiting time to join the Club if he wants to. I accept the Husband's explanation, but the Club membership is not entirely without value. I will ascribe a nominal value of S\$5,000 to it.

Wife's assets

14 The Wife has two properties under her name — one in Pasir Panjang ("Pasir Panjang Property") and one in Clementi ("Clementi Property"). The Pasir Panjang Property was purchased in March 2011 as their matrimonial home and is fully paid for. The Clementi Property has an outstanding mortgage of S\$1,793,660.14 as at 4 April 2022. Both parties used the same methodology to value the properties — they derived the price per square foot based on prior transactions of the same or similar property type in the neighbourhood as indicated on the Urban Redevelopment Authority website. However, their valuations differ due to the differences in their data sets. I accept the Husband's valuation of the Pasir Panjang Property since it is based on a more recent transaction of a similar property.

15 I also accept the Husband's estimated value of S\$1,525.50 per square feet for the Clementi Property as it is based on a more recent valuation of a property similar to it. Thus, the base valuation is S\$3,252,366 (being 2,132 square feet multiplied by S\$1,525.50). The Husband adds S\$465,390 to the property's value claiming that it was the Wife's actual renovation costs. The Wife disputes this and proposes that S\$158,600 be added to account for the increase in value because of the renovations. There is no explanation of how she derived S\$158,600. I find that the costs of the renovations are unlikely to lead to an equivalent increase in the value of the Clementi Property. Renovation expenditure, while enhancing a property's worth, rarely results in a

corresponding dollar-for-dollar increase in market value. Since neither party has given a professional valuation of the Clementi Property, I will broadly estimate it to be S\$3,500,000. This should account sufficiently for the increase in the value of the property as a result of the renovations.

16 The most significant disputed asset under the Wife's name is her UOB Account 2254. The Wife valued it at S\$65,632.37 in May 2022. The Husband says that it should be S\$536,037.67. His calculations are as follows. First, the UOB Account 2254 had S\$132,746 as at 25 February 2022. Second, he says it should include the Wife's bonuses of S\$89,191.67 (for work done in FY2021/2022, pro-rated to the IJ date) which was paid after 1 July 2022. Third, he wants to add the buyers' stamp duty ("BSD") of S\$102,600 paid by the Wife for her secret purchase of the Clementi Property and the additional buyers' stamp duty ("ABSD") of S\$206,500 paid by the Wife for the same. Lastly, he claims that the Wife had made an undisclosed cheque withdrawal of S\$5,000 in November 2020. The Wife's contention is that the BSD and ABSD had already been spent on the Clementi Property, which is a matrimonial asset. Adding the stamp duties back will thus be an artificial inflation of the pool of assets.

17 I agree that the Wife's pro-rated bonus of S\$89,191.67 ought to be included in the pool of matrimonial assets. However, I disagree that the BSD and ABSD should be added back to the pool of assets. I accept that the Clementi Property was purchased in contemplation of divorce. The Wife had admitted in her submissions that the Clementi Property was purchased "as things were getting dire at home". She had realised in 2018 that she was eventually going to leave the marriage and thus she purchased the property without the Husband's knowledge.

18 The Husband relies on *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 at [24], that, when a substantial sum was expended by one spouse when divorce was imminent, it ought to be added back to the pool of matrimonial assets if the other spouse had not consented to the expenditure. In my view, the BSD and ABSD that the Wife had paid has already been “added back” or accounted for, since the Clementi Property is a matrimonial asset in which the Husband has a share. The Clementi Property’s inclusion in the matrimonial pool was contingent on the payment of stamp duty. It is inequitable to include both the necessary acquisition costs (which have long been expended) and the Clementi Property (that the BSD and ABSD helped acquire) in the pool of matrimonial assets.

19 The Husband further contends that had the Wife consulted him, they could have taken steps to avoid paying ABSD, such as by having the legal ownership of the Pasir Panjang Property be transferred to his name. This not only speculative, but also conjured from hindsight. It assumes not only that the Husband would have agreed to such an arrangement, but also that he would have been able to transfer the Pasir Panjang Property to his name despite being an Australian citizen. Finally, the Husband takes issue with a cheque withdrawal of S\$5,000 from the UOB Account 2254 on 19 November 2020. The Wife says that “[she] cannot recall the purpose of this transaction” and that it is in any case *de minimis* in comparison to the pool of matrimonial assets. I accept her account. Therefore, the total amount in the UOB Account 2254 is S\$221,937.67 (being S\$132,746 + S\$89,191.67).

20 The Husband wants to include the following jewellery owned by the Wife in the pool of matrimonial assets:

- (a) a pave diamond necklace which was purchased by him for S\$11,000 on 24 May 2013;
- (b) an engagement ring purchased by him for S\$39,000 in January 2011;
- (c) a jade ring purchased by him for S\$7,800 on 13 August 2012;
- (d) a Mikimoto pearl jewellery purchased by the Wife using the Husband's credit card for HKD51,360 (or S\$8,470.45) on 26 August 2012; and
- (e) a Patek Philippe Twenty 4 watch purchased by him for US\$10,000 (or S\$13,923) around January 2012.

Whether it was an engagement ring that was purchased for S\$39,000 in January 2011 is disputed by the parties. The Wife has obtained informal valuations from several pawnshops. She says that the pawnshop employees told her that almost all "stones" in jewellery have no resale value unless they have diamonds with more than five carats, pearls have no resale value and watches similarly have no resale value unless they are of a high-end model or Rolex models.

21 The Husband, on the other hand, says that she removed all the jewellery from the safe when she moved out and did not respond to his requests for a professional valuation of the items. He could not obtain an expert valuation because the jewellery was not in his possession. It is not practical to value each piece at its respective purchase price since it has been more than a decade since their purchase, but a desktop valuation based on informal inquiries at several pawnshops is not satisfactory either. Hence, I think that without an expert valuer's evidence, it would be more appropriate to adopt the purchase prices, rather than informal pawnshop valuations, as the estimated values.

22 There are also seven other disputed items (amounting to a total of S\$13,360.51), namely, two Henri Bendel items (S\$406.98 and S\$271.53) bought on 7 September 2010 and 9 September 2010; two Youth Jewellery pieces (S\$1,000 and S\$5,500) purchased on 2 January 2011 and 4 August 2012 respectively; two Lavalier pieces (S\$3,300 and S\$2,100) purchased on 7 February 2015 and a Poh Heng piece (S\$183) purchased on 7 February 2015. These pieces were bought at least a decade ago and there are no particulars given for each piece. I accept the Wife's evidence that she cannot recall these purchases. Further, unlike the items listed at S/N 63 to S/N 67 of Annex 1, these items are generally of lower purchase prices. They are unlikely to be of significant value now. Since there is no current market valuation, I will exclude them from the pool of matrimonial assets.

Assets that are disputed in principle

23 There is a list of assets that the Husband claims ought not to be matrimonial assets. The individual value of each asset is undisputed, but the parties disagree on the exchange rate to be applied for overseas assets. As explained at [11], the applicable exchange rate will be the prevailing rate as at the date of valuation, which is the IJ date for the parties' bank accounts.

Joint assets

24 The parties have two joint assets, both of which are fixed deposits. They agree on the quantum in both accounts, and that the moneys originated from the Husband solely. However, the Husband's position is that these funds are pre-marital assets. He held the fixed deposits in joint names with the Wife as that allowed him to receive double the government deposit guarantees. The Singapura Finance account was initially funded by two cheques issued by him on 3 July 2019, which was placed in a fixed deposit. Upon maturity on 3 October

2020, the total principal sum of S\$150,000 was renewed under another fixed deposit for a period of 36 months. Regarding the Sing Investments & Finance Limited account, he initially had a fixed deposit under his sole name for a sum of S\$75,000. It matured on 17 February 2020 and the total principal plus interest of S\$76,032.16, plus a sum of S\$73,967.84, were placed into a joint fixed deposit account. When this fixed deposit matured on 17 February 2021, he put S\$148,000 from this total sum into another joint fixed deposit account. This, he claims, is corroborated by the Wife's WhatsApp message on 24 April 2021, agreeing for the Husband to convert their joint fixed deposit accounts to his sole name upon maturity. My decision on the parties' joint assets is set out below with the bank deposits and other similar assets in the Husband's sole name.

Husband's assets

25 The Husband's position with respect to the joint accounts applies to his bank deposits and other cash-like assets in his sole name. According to him, he has a total of S\$3,490,812.77 in his sole name, but only S\$98,936.15 are matrimonial assets. He says that the remaining S\$3,391,876.61 are pre-marital assets that are not liable for division.

26 Generally, all the parties' assets will be treated as matrimonial assets unless proven otherwise. The Husband, being the party who asserts that many of his assets are not matrimonial assets, bears the burden of proving this assertion: see *USB v USA and another appeal* [2020] 2 SLR 588 ("*USB v USA*") at [31]. He needs to show that every disputed asset in his sole name had originated from a specific pre-marital bank account and/or investment. He has two retirement accounts from his employment in the United States and Australia, respectively: (a) a TD Ameritrade Retirement Account ("TD Account"); and (b) a Netwealth Super Accelerator Personal Super ("Netwealth

Super Account”). The Wife says that all the moneys in both accounts are matrimonial assets. The Husband says that only 39.7% of the cash and investments in the TD Account and 18.2% of the amount in the Netwealth Super Account were earned during the marriage. This is supported by documentary evidence showing the Husband’s contributions to both accounts during the marriage and the balance in the accounts before the marriage. Therefore, I accept the Husband’s values for both accounts.

27 As for the other assets, the Husband has produced a myriad of bank statements to trace his current bank accounts, fixed deposits and investments to his pre-marital assets. He has also adduced documentary evidence to show the amount of money and investments he had prior to the marriage. Most of these pre-marriage bank accounts and investments no longer exist because the Husband had, sometime during the marriage, transferred his moneys to other bank accounts, fixed deposits or investments.

28 As at January 2009, the Husband had a total of S\$1,711,304.96 in his various bank accounts. The list of bank accounts is found at Annex 2. None of these bank accounts were still in use as at the IJ date. He also had certain investments prior to the marriage, which can be found at Annex 3. The Husband no longer holds any of the pre-marriage investments, save for the Acacia Conservation Fund shares he still had on the IJ date. The 250,000 shares have now increased to 522,982 shares. Prior to the IJ date, he realised the remaining investments, which had generated sales proceeds, capital returns and tax refunds of S\$1,930,028.15 during the marriage. As such, he claims that the S\$1,930,028.15 is his pre-marital asset. The Husband also received, during the course of the marriage, S\$151,326.11 of non-capital distributions from his pre-marital investments identified as “Caledonia”, “Astro Japan Property” and “US

Stocks”. He says that the capital and non-capital distributions are pre-marital assets.

29 As for the Husband’s income after the marriage and prior to his retirement (*ie*, from February 2009 to January 2013), it comprises: (a) S\$1,021,841 attributable to the marriage and (b) S\$151,293 attributable to the pre-marital period. He explains that the S\$151,293 he received in 2009 and 2010 was attributable to the pre-marital period because he received termination payments calculated on the basis of the duration of his employment, part of which was in the pre-marriage period.

30 The Husband’s only other income during the marriage was from interest on his bank deposits and Singapore Savings Bonds. He claims that interest rates were relatively low during the marriage, as illustrated by his estimated annual interest income of S\$24,150.53. His counsel cites *XJI v XJJ* [2025] SGHCF 17 (“*XJI v XJJ*”) at [14] to [16], stating that the act of using pre-marital funds “to generate high interest rates to cover the family’s expenses does not transform the monies into matrimonial assets”. Hence, the interest earned is also his pre-marital asset.

31 The Wife disputes the Husband’s claims. She says, firstly, that the Husband is unable to find documents to show the balances of all his accounts in January 2009 (prior to the marriage) and thus he was only able to estimate his “pre-marital assets”. Secondly, she says that the assets acquired by the Husband prior to the marriage have commingled with matrimonial assets. She asserts that the Husband’s pre-marital assets have nonetheless been transformed into matrimonial assets by virtue of her having “substantially improved” them during the marriage: see s 112(10)(a)(ii) of the Women’s Charter 1961 (2020 Rev Ed) (the “WC”). She claims to have done significant work in managing the

Husband's accounts by helping to open and close his bank accounts to benefit from higher interest rates and to make investment returns. Around 2010 when the Husband moved to the United States for work, he had transferred all his non-United States-based assets to the Wife's name for tax planning purposes and to facilitate the use of the funds to acquire a matrimonial home and pay for the family's expenses. She claims that he trusted her to manage his accounts and fixed deposits, and that if he did not intend for the moneys to be matrimonial assets, he would have continued to place them in his sole name. To support her assertion, she cites *Koh Kim Lan Angela v Choong Kian Haw and another appeal* [1993] 3 SLR (R) 491 ("*Koh Angela*") at [24], where the Court of Appeal held that contribution by the wife even "in a small way" is sufficient if there had been a substantial improvement of the asset by the joint efforts of both spouses.

32 The Husband maintains that none of his pre-marital funds were commingled with the matrimonial assets. He points to the Wife's ability to accumulate sufficient savings to fund her secret purchase of the Clementi Property as evidence that neither party ever intended to commingle their personal funds into a common pool for the family's benefit. He says that their finances were kept entirely separate, and there were only two instances when his bank accounts contained a small amount of funds originating from the Wife. They also frequently reimbursed each other for payments made on behalf of the other, including small payments of S\$8.55 for groceries.

33 The Husband does not dispute that the Wife had managed his bank accounts while he was overseas. He relies on *USB v USA*, at [21]–[22]:

21 ... In our judgment, the reference to "substantial improvement" necessarily has an economic connotation. There are at least two possible senses in which this phrase may be understood.

22 *First, the improvement of such an asset must entail the investment of money or money's worth for the improvement of the asset.* The mere increase in the value of the asset does not mean that the asset has “improved”. In order for the asset to be transformed into a matrimonial asset, *there must have been investment of some kind in the asset.* The paradigm example would be renovation works performed on a residential or commercial property. These can easily be understood as increasing the sale value of such a property. However, even if the resale value does not increase because of market forces, a substantial renovation which makes a previously barely habitable home very much more comfortable or able to attract higher rental income could be considered a substantial improvement. *Second, the improvement must arise from effort which can be understood as having economic value.* For example, if the asset is a business belonging to one spouse, then development of the business by the other spouse or by both spouses during the marriage by sustained efforts could transform that asset into a matrimonial asset. In this regard, however, carrying out administrative or minor public relations activities or being a nominal director may not be sufficient. There should be an increase in turnover or in profitability or some other measurable improvement. It will always be a question of fact as to how the efforts of the non-owning spouse have contributed to an improvement in the asset. Ultimately, the court's focus is on whether there has been some expenditure or application of effort towards the improvement of the asset (in an economic sense).

[emphasis added]

34 The court in *USB v USA* held at [23] that the generous interpretation of “improvement” in *Koh Angela* may no longer hold true but declined to add further. The Husband contends that the Wife's efforts expended towards his pre-marital funds can be described as nothing more than the “sporadic conduct of administrative tasks (involving minimal time and/or physical effort) in a capacity as a custodian of the Husband's pre-marital funds”, and her efforts have ultimately not improved the economic value of his pre-marital funds.

35 Finally, the Husband claims that most of the sums that he admits to being matrimonial assets, were in fact spent on the family. He says that “[his] practice was always to spend [his] employment income first, since they were generally

deposited into accounts where [he had] done [his] spending from”. In particular, he says that his total contribution of S\$2,134,439.74 to the Pasir Panjang Property was funded by:

- (a) his S\$1,021,841 after-tax income attributable to the marriage;
- (b) the S\$151,326.11 of non-capital distributions from his pre-marital investments; and
- (c) the remaining S\$961,272.86 from his pre-marital funds.

He emphasises that the use of his pre-marital funds was limited to his direct contributions to the Pasir Panjang Property, and the rest had been kept in various fixed deposits and cash-like instruments such as Singapore Savings Bonds pursuant to his conservative capital management strategy. He also claims that his interest income during the marriage was “consumed by family expenses”.

36 The Wife says that adopting the Husband’s position would be “most unfair” to her as he would enjoy the benefit of retaining his alleged pre-marital assets as well as reducing his limited matrimonial assets because he had purportedly spent most of them during the marriage. There is also no basis for the Husband’s claim that only his income post-marriage would be applied towards the acquisition of the matrimonial assets or expenses, especially when moneys are fungible and it would be impossible to identify the moneys which have been commingled.

My decision on the joint assets and Husband’s assets

37 Although the Husband has shown that he was the sole contributor to the joint assets, he has not shown specifically which pre-marital assets the present joint assets originated from. I also reject the Husband’s argument that the

interest earned during the marriage from his bank deposits and Singapore Savings Bonds are pre-marital assets. His reliance on my decision in *XJI v XJJ* is misplaced. In *XJI v XJJ* at [14], the wife argued that the husband's intention to use his pre-marital moneys in the joint accounts to generate high interest rates for the family's expenses converted his pre-marital moneys into matrimonial assets. On those facts, I found that the husband's use of pre-marital funds to generate high interests used towards the family's expenses did not convert the principal sum (*ie*, his original pre-marital funds) into matrimonial assets. That is different from the present case, where the Husband contends that the interest generated from his pre-marital moneys during the marriage ought not to be counted as matrimonial assets. Even if I accept that the principal sums in the Husband's bank accounts which existed prior to the marriage are pre-marital assets, I see no reason to exclude from division the interests generated during the marriage. They are, for all intents and purposes, assets "acquired during the marriage": see s 112(10)(b) of the WC. Similarly, even if I find that the Husband's investments as of January 2009 are pre-marital assets, the dividends he had received during the marriage should be considered matrimonial assets.

38 Furthermore, I find it difficult to accept that the Husband had conveniently spent almost all his post-marriage income on the family and kept most of his pre-marital moneys (apart from the S\$961,272.86 spent on the Pasir Panjang Property) separately from the family funds. Apart from a self-generated table annexed to the Husband's submissions filed on 14 May 2025, there is nothing to prove that this was how he had used his money.

39 Nevertheless, it is clear on the evidence that some portion of the joint assets and Husband's sole name assets can be attributed to his pre-marriage assets. This is especially so, considering that he retired four years into the marriage. However, it is not possible to determine, in respect of each and every

asset he currently owns, which ones are pre-marital and which ones are not. Even with the copious amounts of documents that he has submitted, the tracing of his assets after more than a decade is nigh impossible. Instead, the appropriate solution in this case is to include all the disputed assets within the pool of assets for division, then make adjustments to the average ratio subsequently to account for the Husband's pre-marital assets.

40 This approach finds support in *WQP v WQQ* [2024] 2 SLR 557 (“*WQP v WQQ*”). There, Ong JAD, delivering the judgment of the court, relied on *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) at [26]–[27]. She emphasised (see *WQP v WQQ* at [68]) that the “average ratio” derived based on the parties’ direct and indirect contributions is a “non-binding figure” meant to serve as an indicative guide to assist courts in deciding what would be a just and equitable apportionment. *ANJ v ANK* listed three non-exhaustive broad categories of factors that could warrant a shift, one of which included the constituents of the matrimonial pool as well as the factors in s 112(2) of the WC. As the intention of legislature was to confine the court’s powers of division to assets which are the material gains of the marital partnership, Ong JAD found it just and equitable to shift the ratio in favour of the husband to account for his pre-marital assets.

41 This case is not entirely similar to *WQP v WQQ*. In *WQP v WQQ*, the husband had admitted that his pre-marital funds had been commingled with his post-marital funds such that it was not possible to determine which assets were his pre-marriage assets. In the present case, the Husband maintains that his assets were never commingled with the Wife’s and that the parties had always kept their finances separate. Even if that were so, having examined the overall efforts by the Wife, I am inclined to accept that she had contributed more than just minor assistance. She had proven that there was a pattern of conduct

sufficient to suggest that she was assisting the Husband in the management of at least some of his assets. By the Husband's own account, he had transferred her at least S\$4m during this period. Although he claims that his main purpose of transferring the Wife his moneys was to help make payments for their property while he was in the United States, the Wife has provided documents showing that she had assisted by opening accounts and transferring funds to fixed deposits to earn more interest. For example, in December 2012, the Wife assisted the Husband in placing a HSBC fixed deposit of S\$200,000. When the fixed deposit matured, she helped to reinvest part of the monies in another fixed deposit. She also had to pay taxes on the interest earned from the Australian fixed deposits in her name. Therefore, I am satisfied that her management of his assets had likely helped to increase the value of at least some assets.

42 Some pre-marital funds had been transferred to and managed by the Wife at some point, some were placed in fixed deposits and other bank accounts, and some had been expended on the Pasir Panjang Property. Therefore, the more appropriate approach is to account for the Husband's pre-marital assets by adjusting the average ratio in his favour.

Wife's assets

43 For the BMW car, the Husband says that this is not a matrimonial asset as it was purchased on 22 March 2022, which was after the IJ date. He says that the balance in her UOB Account 2254 ought to be taken as at the IJ date, which pre-dates the subsequent expenditure on the BMW car. I accept his argument as matrimonial assets are typically identified as at the IJ date. For the same reason, I will not deduct the value of the Wife's alleged credit card liabilities as of May 2022 as they were likely incurred after the IJ date.

44 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\$3,557,067.50	S\$4,818,659.62	S\$298,000
Total: S\$8,673,727.12		

Direct contributions

45 The main dispute in respect of direct contributions is the parties' respective contributions to the Pasir Panjang Property. The Husband contributed S\$2,134,439.74 to the Pasir Panjang Property. Both parties agree that the Wife contributed S\$67,821.22 in CPF and S\$20,178.78 in cash towards the Pasir Panjang Property. The Wife says that she also paid a total of S\$26,677 in property tax from 2011 to 2021, 2023 and 2024, as well as S\$51,438 in MCST fees from 2011 to March 2021. All these payments ought not to be considered her direct financial contributions as they were not expended to acquire or improve the Pasir Panjang Property. As for the renovation fees amounting to S\$79,512.82, she has similarly not shown how they have increased the value of the Pasir Panjang Property. I will count all these expenses as part of her indirect financial contributions. Therefore, the ratio of their direct contributions to the Pasir Panjang Property is 96 (Husband): 4 (Wife). Adjusting this based on the net value of the Pasir Panjang Property, the Husband is deemed to have contributed S\$2,352,240 and the Wife, S\$98,010. It is undisputed that the Wife is the sole contributor to the Clementi Property.

46 The Wife says that the correct method of ascertaining direct financial contributions ought to be the actual amount paid directly towards the acquisition or improvement of the asset. Pro-rating the direct contributions to the net value of the Pasir Panjang Property is unfair to her because a significant percentage

of the capital gain will be attributed to the Husband. In this case, the net value of the Clementi Property is also accounted for as her direct contributions and any capital gain will accordingly be attributed to her. If the Wife's suggested approach were to be adopted, then her actual raw contributions to the Clementi Property should be used in calculating the direct contributions. However, there is no evidence on this apart from her CPF contributions. Thus, I am of the view that it is just and equitable to adopt the Husband's suggested approach. In any event, the capital gain is not particularly large and the ratio is likely to be similar regardless of the approach used.

47 As for the jewellery, apart from the Mikimoto pearl jewellery which the Wife reimbursed the Husband for, the other pieces were purchased by the Husband and will accordingly be attributed to him.

48 In the circumstances, my decision on their respective direct contributions is as follows:

S/N	Item	Husband's direct contributions	Wife's direct contributions
1	Pasir Panjang Property	S\$2,352,240.00	S\$98,010.00
2	Clementi Property	\$0	S\$1,706,339.86
3	Joint assets	S\$298,000.00	\$0
4	Husband's sole name assets	S\$3,557,067.50	\$0
5	Wife's sole name assets (excluding jewellery)	\$0	S\$580,300.31
6	Wife's jewellery	\$73,029.00	S\$8,740.45

Total	S\$6,280,336.50	S\$2,393,390.62
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49 Therefore, the ratio of direct contributions is approximately 72:28 in the Husband's favour.

Indirect contributions

50 Next, the parties have adopted diametrically opposite positions regarding indirect contributions, with each party arguing for an indirect contributions ratio of 70:30 in their respective favours. The Wife asserts that she ran the household and was the primary caregiver to C throughout the marriage. Her account is substantiated by the family's domestic helper's affidavit, which attests that the Wife handled everything from daily transport to late-night care when C was ill, while also managing household operations including groceries, kitchen duties, and home repairs. The Husband worked overseas from 2010 to 2012. This coincided with the period of her in-vitro fertilisation ("IVF") procedures and the birth of C. She also coordinated the entire renovation process while pregnant and managed the purchase of the matrimonial home independently, including handling all financial transfers and major payments. She claims to have borne the bulk of family expenses during this period, regularly paying for household bills, utilities, and maintenance.

51 The Wife says that in contrast, the Husband's involvement was limited. He was not around in Singapore for almost the entire first year after C was born. He reportedly spent most of his time isolated in his room and displayed a harsh parenting approach, particularly regarding C's academic performance. She cites specific incidents, such as dragging C to the car when he refused to attend his swimming lesson and causing stress during family trips to the United States and Australia, as examples of the Husband's demanding and problematic behaviour.

She challenges the Husband's claims about his indirect financial contributions, noting that his claimed contribution of S\$54,402 toward the Pasir Panjang Property (including utilities, management fee, internet bills) was made after 2022 when he had sole possession of the property. Furthermore, she describes his behaviour as "petty", citing instances such as his complaints about the GIRO deduction on C's school invoices for floorball and his insistence on credit card reimbursements while retaining the rewards points for himself.

52 The Husband presents himself as the more substantial contributor to the family. During the early years of their marriage, he paid all accommodation costs and most holiday expenses. He claims credit for extensive financial support of C's upbringing, encompassing education fees and extensive extracurricular activities. His most significant investment was the Club membership, which he maintains was primarily for C to have access to "facilities and coaching". He also says that he has spent S\$109,032.67 in holiday expenses, including multiple international trips and five ski trips to Japan specifically for C to learn skiing. He also paid for many housing-related expenses, including the parties' initial rental accommodation costs and moving expenses. He asserts that the IVF treatment resulting in C's conception was funded by a gift from his family. With his detailed credit card records and calculations demonstrating his regular contributions to the family, the Husband concludes that the percentage of overall indirect financial contributions should be 59.8% (Husband) and 40.2% (Wife), with an even more pronounced disparity in child-specific expenses at 80.2% (Husband) and 19.8% (Wife).

53 A significant point of contention is the impact of the Wife's extended family members' presence in the Pasir Panjang Property. Although the Husband had agreed to his mother-in-law's occasional residence in their Pasir Panjang Property, he says that the Wife unilaterally invited other family members,

thereby inflating household expenses that she claims as contributions to the marriage. He presents himself as C's primary caregiver from 2013 onwards, following a deliberate decision to sacrifice his career by retiring early and focusing on childcare. From the time C turned one until March 2021, he structured his entire schedule around C's needs, implementing research-based developmental activities and maintaining detailed records of C's progress. His approach combined structured learning with flexibility to accommodate C's interests, whether in winter sports, musical instruments, or other activities.

54 As for C's education, the Husband says that he managed the selection and admission processes for both pre-school and primary school, leveraging his alumni status to secure priority admission into his primary school. He maintained regular communication with teachers, established structured after-school routines, and tutored C himself, particularly in Chinese. He also took a systematic approach to C's health and nutrition, implementing creative strategies to expand his food preferences and establish healthy eating habits. Regarding social and cultural development, the Husband claims to have organised and supervised most of C's playdates and social activities. He claims that his contributions were more substantial than the Wife's, whose full-time work commitments and regular overseas travel limited her available time with C. He cites C's achievements under his care, including being appointed prefect and being selected for advanced academic programs. He suggests that the recent decline in C's academic performance under the Wife's sole care further demonstrates the value of his previous involvement.

55 The Husband also claims to have been a good spouse to the Wife. He agreed to purchase a landed property as their matrimonial home even though the legal title could only be in the Wife's name since he was not Singaporean. He planned holidays for the couple, bought her expensive gifts and

accompanied her for several weeks when she went to Baltimore, United States for her fellowship. He also claims to have treated the Wife's family and relatives well by buying them gifts and their favourite foods.

56 In my view, although the Husband has provided sufficient documentation of his involvement in C's life, the sheer volume and detail of these submissions do not necessarily mean that he had made a greater contribution. The division of matrimonial assets is not a mere mathematical exercise.

57 The Husband says he was C's primary caregiver since 2013, following his early retirement. He documented his involvement in C's education, nutrition, healthcare, social development, and daily activities. He criticises the Wife's parenting capabilities. However, I am of the view that the Wife's full-time employment did not diminish the quality or significance of her contributions. Her contributions to the family can be clearly seen from how C now has a much stronger emotional bond with her. Although the Husband's intentions may have been well-meaning, the current state of his relationship with C suggests that his focus on academic achievement and structured development has had unintended negative consequences. The Wife's contributions, though less documented, appear to have provided emotional support and stability to the family. Indirect contributions to a marriage and family are not measured solely through documented activities or the amount of time spent; the quality of time spent with the child is also important.

58 Taking all factors into consideration, I find that both parties have made substantial indirect contributions to the marriage. Although their approaches and circumstances varied, neither party's contributions can be considered to

have outweighed the other's. Therefore, the parties' indirect contributions ratio ought to be equal.

Overall contributions

59 There is no reason to depart from the default position of attributing equal weight to the direct and indirect contributions. Thus, the average ratio at this point is 61:39 in the Husband's favour.

60 I will make no adjustment for the Husband's rent-free occupation of the Pasir Panjang Property since the Wife had moved out on her own accord and has not incurred additional rental costs as she owns the Clementi Property.

61 The Husband says that an adverse inference ought to be drawn against the Wife in relation to unusual deposits into her UOB Account 2254. There are five deposits in question:

- (a) S\$50,000 on 9 July 2018 (the "First Deposit");
- (b) S\$50,037.81 on 10 July 2018 (the "Second Deposit");
- (c) S\$100,050.34 on 11 July 2018 (the "Third Deposit");
- (d) S\$100,093.74 on 11 July 2018 (the "Fourth Deposit");
- (e) S\$101,641.51 on 19 September 2018 (the "Fifth Deposit") and
- (f) S\$50,647.43 on 5 March 2019 (the "Sixth Deposit").

The Third to Sixth Deposits were cheque deposits.

62 In brief, the Wife explains that these moneys were from the termination of various fixed deposits as she needed funds for the purchase of the Clementi Property. For the First Deposit, she adduced a State Bank of India statement

showing that she closed a time deposit of S\$50,000 on 9 July 2018. For the Second Deposit, she adduced a document from Hong Leong Bank showing that she had a fixed deposit with a principal sum of S\$51,338.66. As for the Third Deposit, she similarly adduced two fixed deposits from the Bank of China — the first with a principal amount of S\$25,000 and the second with a principal amount of S\$75,000. For the Fourth Deposit, she provided evidence of three CIMB fixed deposits with a principal amount of S\$50,000, S\$25,000 and S\$25,000, respectively. For the Fifth and Sixth Deposits, she was unable to find the documents to prove that the moneys were from fixed deposits.

63 The Husband, however, takes issue with her retrieval efforts for the relevant documents, including the cheque images for the cheque deposits. He says that her efforts were “belated and lackadaisical, demonstrating that she failed to utilise real and meaningful efforts to discharge her disclosure obligations”. He also says that with respect to the First Deposit, the account statement shows that the closure proceeds were credited to another account number which does not match the UOB Account 2254. As such, his view is that she had deposited the S\$50,000 from the closure of the fixed deposit into an unknown intermediary account. In respect of the Second, Third and Fourth Deposits, he says that she fails to show any nexus between the termination of the fixed deposits and the cheques. There are also smaller sums (*ie*, S\$1,338.66 for the Second Deposit, S\$50.34 for the Third Deposit and S\$93.74 from the Fourth Deposit) unaccounted for. As for the Fifth and Sixth Deposits, he says that the cheque deposits originated from an undisclosed bank account.

64 In my view, the Husband is being pedantic by picking on each piece of evidence that the Wife has provided in support of her claims. She has shown, at least with regard to the First to Fourth Deposits, that they correspond to the approximate amounts in several of her fixed deposits. The deposits into the

UOB Account 2254 also coincided with the period she acquired the Clementi Property. Moreover, there is no evidence that the Wife has any undisclosed bank account. It would not be fair to draw an adverse inference against her for not finding every relevant document six years after these events.

65 The Husband also wants the court to draw an adverse inference against the Wife in respect of her jewellery. He says she did not disclose the supposed engagement ring, jade ring, Patek Philippe watch and Mikimoto pearl jewellery in her first affidavit of assets and means. He also says that the Wife's claim that the S\$39,000 he spent was for the engagement ring is inaccurate because his credit card statements show that he made three separate purchases on three separate days in January 2011, totalling S\$39,000. Moreover, they were already married in 2011 and thus there was no need for an "engagement ring". Even for the pave diamond necklace which she did disclose, there was no corresponding valuation.

66 Regardless of whether the S\$39,000 was for an engagement ring or three separate pieces of jewellery, the sum has already been accounted for in the pool of matrimonial assets. I agree that the Wife's effort in the disclosure exercise was poor. All she did in her first affidavit of assets and means was to list her jewellery without any detail such as the estimated value. She should have accepted the Husband's proposal to obtain an expert valuation for the jewellery. Nonetheless, I have already included the purchase prices of the jewellery in the pool of matrimonial assets (see [21] above). As for the other jewellery totalling S\$13,360.51, I accept the Wife's account that she cannot remember them (see [22] above).

67 As stated earlier, I will make an adjustment of 8% in the Husband's favour as a clear inference may be drawn in this case that a substantial portion

of the pool of matrimonial assets consists of the Husband's pre-marital assets (see [39]–[42] above). The final ratio is therefore 69 (Husband): 31 (Wife).

Maintenance of the child

68 The Husband wants the court to make findings on a core group of C's expenses (eg, medical and dental, Chinese tuition and insurance) and that the parties will bear these expenses equally. All other expenses are then to be borne by each party at their own liberty as and when C resides with each party. In respect of C's school fees and related expenses, the Husband wants the court to find that his obligation is limited to those ordinarily incurred by Singapore citizens attending local schools and he shall bear half of the same. The Wife's position is for a lump sum maintenance to be given, as well as backdated maintenance since March 2021. She also wants the Husband to reimburse his half-share for C's school fees and related expenses from 2023 to 2024, and to bear half of C's school fees and related future expenses.

69 Since C will mostly be staying with the Wife, I find that the Husband's proposal for calculating maintenance is not feasible. Instead, I will determine C's reasonable share of household expenses and his personal expenses, and the Husband shall transfer the Wife money for C's maintenance. The household expenses are set out at Annex 4. I have adjusted the expenses to a reasonable amount and will briefly address some of the disputed items.

70 I held in *WLE v WLF* [2023] SGHCF 14 at [18], that the maintenance for a child should not include expenditure that the parent with care and control would in any case have to incur even if that parent did not have care and control, otherwise, it becomes an order for the other party to subsidise the care parent's living expenses. Conversely, the expenditure of items which will reasonably

increase proportionately with the number of household members (*eg*, utilities and groceries) ought to be included. For this reason, I am excluding items such as internet and cable TV, replacement of electric items, maintenance, repairs and property tax for the Wife's home. I fix the cost of car-related expenses at S\$100 monthly. Although the car is used mainly for the Wife's benefit, she would drive C around in this car and her car-related expenditure (such as petrol) would naturally increase.

71 The Wife is claiming S\$51 for Christmas presents and Christmas dinner, as well as S\$83 for Deepavali “angpows” and Deepavali goodies and decorations. She also wants S\$137 for “pet food” and S\$88 for “pet grooming” and “vet services”. These may not amount to much, but parties should pay for such expenses from their own general basket of income. These are all excluded from C's share of household expenses. I shall include eating out and transport under household expenses (apart from C's personal expenses) as C would travel and dine outside with the people in the Wife's household. Apart from the expenses related to the helper (which shall be divided by three), the remaining household expenses will be divided by four as there are four people living in the Wife's household. As such, C's share of the household expenses is S\$953.30 (being S\$353.30 + S\$600).

72 As for C's personal expenses, I have similarly calibrated the quantum of the expenses to a reasonable amount. The list is found at Annex 5. The most significant contested expense is C's school fees. The Husband takes issue with the fact that the Wife had unilaterally decided to enrol C into the International School without his consent or knowledge. The Wife maintains that she made this decision after careful consideration of C's circumstances, including his PSLE score which placed him in Express/Normal Academic stream, his unsuccessful attempt to secure a place at his preferred secondary school, and his

desire to enrol in a secondary school affiliated to his primary school. She had proactively reserved a place at the International School as a backup option, viewing its small class ratio as beneficial for C's learning and mental health.

73 The Husband's view is that as a Singapore citizen, it is in C's best interests to remain within the local education system. The Husband discovered that the Wife had enrolled C and paid S\$23,838 in non-refundable fees in July 2023, months before C's PSLE results were released. The Husband contends that the Wife's justification for choosing the International School is contrived, pointing out that unlike some local schools, the International School is not formally affiliated with C's primary school. The Husband contends that the Wife's decision to reject the MOE's Secondary 1 Posting Process entirely was particularly problematic. Although C's PSLE results did not qualify him for his preferred choice, other suitable local schools remained viable options.

74 The Wife sought to justify her decision by referring to Ong JAD's concerns about the Husband exerting undue academic pressure on C. C had explicitly stated that he did not want his father involved in his academic-related decisions and had shown distress upon learning that his father was aware of his academic performance. She contends that the Husband's preference for a public school is motivated purely by financial considerations even though he can comfortably afford the fees of an international school. Since January 2024, the Husband has been paying his half-share of what would have been local secondary school fees (S\$12.50 per month). He relies on *VDT v VDU* [2020] SGHCF 15, in which the High Court held that a parent who disagrees with an international school choice should not bear the additional financial burden. The Husband's position is that the Wife should bear the larger financial responsibility for the International School fees since it was her unilateral decision to enrol C in the school.

75 I am of the view that it would be in C's best interests to continue his education at the International School. The child has already completed one-and-a-half years there, and any disruption to his current schooling arrangement may adversely affect his academic progress and emotional well-being. Nevertheless, there is merit to the Husband's position regarding the sharing of school fees. Although the Wife's selection of secondary school was motivated by C's best interests, her unilateral decision to enrol him in the International School without prior consultation with the Husband was not appropriate. Ong JAD's observations about academic pressure were clearly intended to limit direct communications about academic matters between the father and son, but they did not absolve the Wife of her obligation to consult or at least inform the Husband about this significant decision. The Wife had ample opportunities to discuss her plans with the Husband before committing to the non-refundable fees in July 2023. Had there been proper communication, the parties might have reached a consensus about a suitable school, whether public or private. Therefore, I shall limit C's school fees under the maintenance order to S\$1,500. Any expenses in excess of that shall be paid by the Wife solely.

76 Regarding tuition and enrichment lessons, C currently attends three classes: (a) Tabla classes for S\$190; (b) Chinese tuition for S\$420 (which is undisputed); and (c) Mathematics tuition for S\$510. The Husband says that the Tabla classes are a discretionary expense and that they ended in June 2024. He also disputes the necessity and effectiveness of the Mathematics tuition. I need not determine which classes are beneficial for C, and will instead, order a fixed expense of S\$1,000 for all tuition and enrichment classes.

77 Apart from that, the Wife's claim includes S\$350 for a laptop, study desks, storage and other miscellaneous items, as well as S\$65 for a mobile phone. So far as the laptop and study desks are concerned, if C already has one,

this would not be a recurring monthly expense requiring S\$350 a month. I will fix such expenses at S\$1,200 a year (or S\$100 a month). This should be sufficient to account for the regular wear and tear of such items. Neither do mobile phones need to be replaced frequently. There are mobile plans that go as low as S\$10 per month. Expenses for birthday presents and special occasions as well as holidays ought to be borne by each party at his or her own liberty as they are luxury items. As such, I find the total monthly expenditure incurred by C to be S\$4,563.30.

78 The parties have agreed to share the expenses equally and thus I will so order. The Wife has asked for a lump sum payment as the Husband can afford to transfer her the cash immediately and doing so will allow them to have a clean break. Although I agree that the Husband is financially capable of doing so, I am not satisfied that there is a high likelihood of him defaulting in his payments. Moreover, C is a teenager and his expenses are likely to change as he begins his tertiary education in the near future. The amount of maintenance will depend on the life choices he makes, and hence a lump sum maintenance is not appropriate here. The Husband shall instead transfer S\$2,281.65 to the Wife monthly.

79 The Wife also asks for backdated maintenance as she claims that the Husband has not paid for any of C's expenses since March 2021. This is except for S\$12.50 monthly (for the costs of local secondary school fees), C's primary school fees, some payments for C's co-curricular activities and most recently, C's Chinese tuition expenses. Since July 2022, the Wife had not asked the Husband for contributions towards C's expenses. It was only through the Wife's disclosure in her second affidavit of assets and means in June 2024 that the Husband learnt of some of C's expenses. He thus began transferring 50% of C's Chinese tuition fees and insurance. Since 28 May 2025, he began transferring

50% of C's medical and dental fees and the International School meal plan fees. He also made a one-time transfer of S\$630 (S\$70 multiplied by 9 months) on 13 May 2025 so that the additional agreed expenses will have applied from when the Husband began transferring the Wife 50% of the expenses first disclosed in her second affidavit of assets and means. He says that he is "consistent in his position that if the [Wife] wishes to incur and share the financial burden of any specific child-related expenses with the [Husband], it is contingent on the [Wife] first disclosing and discussing the same to the [Husband], so that a consensus can be reached accordingly".

80 The Husband's position misses the point of maintenance, which is to account for the reasonable expenses incurred by the child. The Husband's "agreed" expenses, even in June 2024, were merely for insurance and Chinese tuition. C would obviously have spent much more on many other necessary living expenses such as food, utilities, groceries and transport — none of which were contributed by the Husband. Just because the Husband did not "agree" to the expense does not mean that C did not in fact reasonably incur them. I will thus order backdated maintenance of S\$60,000 to be paid in one lump sum by the Husband to the Wife. By consent, there shall be no spousal maintenance payable to the Wife.

81 The parties, together with their solicitors, are to agree on the appropriate consequential orders to give effect to the division ratio of 69 (Husband): 31 (Wife). I shall give parties liberty to apply in the event they are unable to come to an agreement.

82 Parties are to submit on costs within 14 days of this judgment.

Choo Han Teck
Judge of the High Court

Wang Liansheng (Bih Li & Lee LLP) (instructed), Rashidah Binte
Kader Saheer and Dharmambal Shanti Jayaram (Dharma Law LLC)
for the plaintiff/wife;
Gill Carrie Kaur and Ting Shi Jie Cyril (Harry Elias
Partnership LLP) for the defendant/husband.

Annex 1: The parties' assets

S/N	Asset	Husband's case	Wife's case	Court's decision
Joint assets				
1	Singapura Finance account	S\$150,000 (not a matrimonial asset)	S\$150,000	S\$150,000
2	Sing Investments & Finance Limited account	S\$148,000 (not a matrimonial asset)	S\$148,000	S\$148,000
Subtotal (joint assets only)				S\$298,000
Husband's assets				
3	Club membership	S\$0	S\$67,000	S\$5,000
4	TD Ameritrade Retirement Account	US\$62,658.16 (being 39.7% of US\$157,829.13)	US\$157,829.13	US\$62,658.16 (S\$87,025.22)
5	Netwealth Super Accelerator Personal Super	AUD17,701.12 (being 18.2% of AUD97,258.91)	AUD97,258.91	AUD17,701.12 (S\$17,354.04)
6	CPF accounts	S\$1,177.88 (undisputed)	S\$1,177.88 (undisputed)	S\$1,177.88 (undisputed)
7	CIMB Junior Saver account	S\$5,463 (excluded)	S\$5,463 (excluded)	Excluded

8	CIMB Fastsaver account number ending with 2354	S\$1,088 (not a matrimonial asset)	S\$1,088	S\$1,088
9	CitiAccess account number ending with 8521	US\$2,970 (not a matrimonial asset)	US\$2,970	US\$2,970 (S\$4,125)
10	Citi MaxiGain account number ending with 7985	S\$11,701.50 (not a matrimonial asset)	S\$11,701.50	S\$11,701.50
11	Citibank InterestPlus account number ending with 5076	S\$1 (not a matrimonial asset)	S\$1	S\$1
12	DBS account number ending with 3734	S\$1.03 (not a matrimonial asset)	S\$1.03	S\$1.03
13	HSBC savings account number ending with 9221	S\$150,378.03 (not a matrimonial asset)	S\$150,378.03	S\$150,378.03
14	ICBC Current account number ending with 5306	CNY1,945.35 (not a matrimonial asset)	CNY1,945.35	CNY1,945.35 (S\$401.93)
15	Maybank iSAVvy savings account number ending with 8956	S\$500.78 (not a matrimonial asset)	S\$500.78	S\$500.78

16	OCBC Savings account number ending with 5001	S\$500.04 (not a matrimonial asset)	S\$500.04	S\$500.04
17	RHB High-Yield Savings account number ending with 32/06	S\$500.86 (not a matrimonial asset)	S\$500.86	S\$500.86
18	SCB eSaver account number ending with 6481	S\$1,000 (not a matrimonial asset)	S\$1,000	S\$1,000
19	SCB BonusSaver account number ending with 5626	S\$3,000.89 (not a matrimonial asset)	S\$3,000.89	S\$3,000.89
20	Sing Investments & Finance Limited Savings account number ending with 0320	S\$1,000.76 (not a matrimonial asset)	S\$1,000.76	S\$1,000.76
21	UOB Current Wealth Premium account number ending with 1519	S\$1,001 (not a matrimonial asset)	S\$1,001	S\$1,001
22	ANZ Progress Saver account number ending with 0909	AUD15 (not a matrimonial asset)	AUD15	AUD15 (S\$14.71)

23	Bank of Queensland Bonus Interest Savings account number ending with 2248	AUD1 (not a matrimonial asset)	AUD1	AUD1 (S\$0.98)
24	Bank of Queensland Day2Day Plus account number ending with 0217	AUD1 (not a matrimonial asset)	AUD1	AUD1 (S\$0.98)
25	Bankwest Easy Transaction account number ending with 5078	AUD1 (not a matrimonial asset)	AUD1	AUD1 (S\$0.98)
26	Bankwest Hero account number ending with 5086	AUD51,651.64 (not a matrimonial asset)	AUD51,651.64	AUD51,651.64 (S\$50,638.86)
27	Commonwealth Bank of Australia Goalsaver account number ending with 7573	AUD1 (not a matrimonial asset)	AUD1	AUD1 (S\$0.98)
28	NAB Personal account number ending with 2984	AUD230,601.78 (not a matrimonial asset)	AUD230,601.78	AUD230,601.78 (S\$226,080.17)

29	NAB Classic account number ending with 5194	AUD1 (not a matrimonial asset)	AUD1	AUD1 (S\$0.98)
30	St George Complete Freedom account number ending with 3057	AUD1 (not a matrimonial asset)	AUD1	AUD1 (S\$0.98)
31	St George Incentive Saver account number ending with 0163	AUD1 (not a matrimonial asset)	AUD1	AUD1 (S\$0.98)
32	Citibank, N.A. Regular Checking account number ending with 3593	US\$1,620.54 (not a matrimonial asset)	US\$1,620.54	US\$1,620.54 (S\$2,250.75)
33	BEA Fixed Deposit account number ending with 0285	S\$75,468.75 (not a matrimonial asset)	S\$75,468.75	S\$75,468.75
34	Bank of China Time Deposit account number ending with 8014	\$20,513.70 + S\$55,049.24 = S\$75,562.94 (not a matrimonial asset)	\$20,513.70 + S\$55,049.24 = S\$75,562.94	S\$75,562.94

35	CIMB Fixed Deposit account number ending with 3766	S\$10,000 + S\$15,000 + S\$10,000 + S\$10,000 + S\$10,000 + S\$10,000 = S\$65,000 (not a matrimonial asset)	S\$10,000 + S\$15,000 + S\$10,000 + S\$10,000 + S\$10,000 + S\$10,000 = S\$65,000	S\$65,000
36	DBS Fixed Deposit ending 1209	S\$19,999 (not a matrimonial asset)	S\$19,999	S\$19,999
37	HL Bank FD account number ending with 8702	S\$75,000 (not a matrimonial asset)	S\$75,000	S\$75,000
38	Hong Leong Finance Fixed Deposit Account number ending with 6951	S\$75,000 (not a matrimonial asset)	S\$75,000	S\$75,000
39	HSBC Time Deposits	S\$50,000 + S\$50,000 + S\$35,000 + S\$35,000 + S\$30,000 = S\$200,000 (not a matrimonial asset)	S\$50,000 + S\$50,000 + S\$35,000 + S\$35,000 + S\$30,000 = S\$200,000	S\$200,000
40	ICBC Fixed Deposits	S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 = S\$80,000 (not a matrimonial asset)	S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 = S\$80,000	S\$80,000

41	OCBC Time Deposits	S\$9,500 + S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 = S\$109,500 (not a matrimonial asset)	S\$9,500 + S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 = S\$109,500	S\$109,500
42	RHB Fixed Deposits	S\$25,000 + S\$25,000 + S\$25,000 = S\$75,000 (not a matrimonial asset)	S\$25,000 + S\$25,000 + S\$25,000 = S\$75,000	S\$75,000
43	SBI Singapore Term deposit ending with 0101	S\$75,000 (not a matrimonial asset)	S\$75,000	S\$75,000
44	UOB Time/Fixed deposits	S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 = S\$100,000 (not a matrimonial asset)	S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 + S\$20,000 = S\$100,000	S\$100,000
45	Bank Australia Term Deposit account number ending with 1561	AUD233,700 (not a matrimonial asset)	AUD233,700	AUD233,700 (S\$229,117.65)
46	Bank Australia Term Deposit account number ending with 2506	AUD611.45 (not a matrimonial asset)	AUD611.45	AUD611.45 (S\$599.46)

47	Bank Australia TD account number ending with 5431	AUD14,411.50 (not a matrimonial asset)	AUD14,411.50	AUD14,411.50 (S\$14,128.92)
48	Bank of Queensland Premier Investment accounts	AUD107,210.46 + AUD31,540.53 + AUD110,053.23 = AUD248,804.22 (not a matrimonial asset)	AUD107,210.46 + AUD31,540.53 + AUD110,053.23 = AUD248,804.22	AUD248,804.22 (S\$243,925.71)
49	Bankwest Gold Term Deposit account number ending with 1320	AUD197,890 (not a matrimonial asset)	AUD197,890	AUD197,890 (S\$194,009.80)
50	Qudos 12 Month Term Deposits	AUD237,500 + AUD10,783.50 = AUD248,283.50 (not a matrimonial asset)	AUD237,500 + AUD10,783.50 = AUD248,283.50	AUD248,283.50 (S\$243,415.20)
51	St George Term Deposits	AUD4,347.81 + AUD1,009.02 + AUD11,294 + AUD1,055 + AUD219,675.80 + AUD11,664.32 = AUD249,045.95 (not a matrimonial asset)	AUD4,347.81 + AUD1,009.02 + AUD11,294 + AUD1,055 + AUD219,675.80 + AUD11,664.32 = AUD249,045.95	AUD249,045.95 (S\$244,162.70)

52	522,982 shares in Acacia Conservation Fund (Offshore), Ltd	US\$430,148.20 (not a matrimonial asset)	US\$430,148.20	US\$430,148.20 (S\$597,428.06)
53	Singapore Saver Bonds in SGX Securities Account number ending with 7131	S\$200,000 (not a matrimonial asset)	S\$200,000	S\$200,000
Subtotal (Husband's assets only)				S\$3,557,067.50
Wife's assets				
54	Pasir Panjang Property	S\$2,450,250 (as at 18 June 2024)	S\$2,359,500 (as at March 2022)	S\$2,450,250 (as at 18 June 2024)
55	Clementi Property	S\$1,924,095.86 (S\$3,717,756 less S\$1,793,660.14)	S\$1,456,339.86 (S\$3,250,000 less S\$1,793,660.14)	S\$1,706,339.86 (S\$3,500,000 less S\$1,793,660.14)
56	CPF accounts	S\$260,568.26 (undisputed)	S\$260,568.26 (undisputed)	S\$260,568.26 (undisputed)
57	State Bank of India savings account number ending with 5099	INR4,663.22 (as at 28 February 2022)	INR4,694.22 (as at 30 April 2022)	INR4,663.22 (S\$82.80) (as at 28 February 2022)
58	Citibank (Australia) account number ending with 1552	AUD1,511 (as at 28 February 2022)	AUD1,541 (as at 31 May 2022)	AUD1,511 (S\$1,481.37) (as at 28 February 2022)

59	Commonwealth Bank (Australia) account number ending with 3880	AUD1	AUD1	AUD1 (S\$0.98)
60	Australia Superannuation account number ending with 2171	AUD88,504.08	AUD88,504.08	AUD88,504.08 (S\$86,768.71)
61	DBS account number ending with 4619	S\$9,460.52 (as at 22 February 2022)	S\$8,064.90 (as at May 2022)	S\$9,460.52 (as at 22 February 2022)
62	UOB account number ending with 2254 (“UOB Account 2254”)	S\$536,037.67	S\$65,632.37	S\$132,746 + S\$89,191.67 = S\$221,937.67
63	Pave diamond necklace	S\$11,000	S\$1,057	S\$11,000
64	Engagement ring / three pieces of jewellery	S\$39,000	S\$410	S\$39,000
65	Jade ring	S\$7,800	S\$600	S\$7,800
66	Mikimoto pearl jewellery	S\$8,740.45	S\$0	S\$8,740.45
67	Patek Philippe watch	S\$15,229	S\$0	S\$15,229
68	Other jewellery	S\$13,360.51	NA	S\$0

69	BMW car	Not a matrimonial asset	S\$70,726	Not a matrimonial asset
Subtotal (Wife's assets only)				S\$4,818,659.62
Total				S\$8,673,727.12

Annex 2: The Husband's bank accounts prior to marriage

S/N	Bank account	Amount as at January 2009
1	HSBC Current Account number ending with 2496	S\$352,227.30
2	Citibank Step-Up Interest Account number ending with 9004	S\$6,682.61
3	Citibank Money Market Account number ending with 9804	S\$375,048.50
4	Citibank Foreign Currency Account number ending with 9012	AUD10.72 (S\$10.41) (based on exchange rate as at 31 January 2009 of AUD 1 = S\$0.9707)
5	Citibank CitiAccess Account number ending with 9039	US\$40,828.54 (S\$61,557.60) (based on exchange rate as at 30 January 2009 of US\$1 = S\$1.5082)
6	Citibank Online Cash Manager number ending with 6552	AUD701.78 (S\$681.22) (based on exchange rate as at 31 January 2009 of AUD 1 = S\$0.9707)
7	Citibank Ultimate Saver Account number ending with 6656	AUD771,000 (S\$747,409.70) (based on exchange rate as at 31 January 2009 of AUD 1 = S\$0.9707)
8	Chase Workplace Checking Account number ending with 7965	US\$80,507.64 (S\$121,421.62) (based on exchange rate as at 30 January 2009 of US\$1 = S\$1.5082)

Annex 3: The Husband's investments prior to marriage

S/N	Investment item	Date
1	250,000 Acacia Conservation Fund shares	2 July 2007
2	7,027 Revy Investments Syndicate No. 2 Trust units	16 June 2003
3	69,454 Caledonia (Private) Investment Unit Trust units	June 2008
4	251,802 Caledonia Global Investment Unit Trust units	June 2008
5	100,000 Everest Babcock & Brown Masters Fund II units	31 January 2009
6	250,000 Alternative Investment Trust units	30 June 2008
7	153,093 Astro Japan Property units	24 November 2008
8	89.067 Prime Infrastructure Holdings units	3 January 2007
9	12,223 Everest Financial Group units	19 January 2009
10	10,000 eircom Holdings Limited shares	13 February 2006
11	156,994 Infigen stapled securities	24 November 2008
12	252,538 Redbank Energy Limited stapled securities shares	11 December 2006
13	The following United States stocks (listed by stock symbols): (a) 200 shares of EPWDF (b) 2 shares of BRKB	31 May 2008

	(c) 37 shares of CME (d) 184 shares of CX (e) 100 shares of MDC	
14	15,000 units of Babcock & Brown Air Ltd	30 November 2007
15	The following United States mutual funds: (a) 135.078 shares in First Eagle Global Fund Class C (b) 88.075 shares of Third Avenue Value Fund (c) 217.910 shares of Third Avenue Real Estate Value Fund	31 December 2008

Annex 4: Household expenses

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Court's decision (S\$)
Household expenses				
1	Utilities	326.93	458	400
2	Internet / Cable Television	Excluded	255	Excluded
3	Maintenance / Repairs	Excluded	84	Excluded
4	Property tax	Excluded	262	Excluded
5	Groceries	1,200	1,200	1,200
6	Eating out	Accounted for as C's personal expense	800	600
7	Transport	Accounted for as C's personal expense	100	100
8	Helper's salary, levy and related expenses	1,060	1,060	1,060
9	Replacement for electric items	Discretionary expense	59	Excluded
10	Car-related expenses	Excluded	804.30	100
11	Festive gifts	Excluded	134	Excluded

12	Pet expenses	Excluded	225	Excluded
Subtotal for household expenses				3,460

Annex 5: C's personal expenses

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Court's decision (S\$)
C's personal expenses				
1	Allowance	41	200	200
2	EZ-Link top-up for travel and lunch	139	200	150
3	Enrichment classes (Chinese tuition, Mathematics tuition, Tabla classes)	420 (only agrees to Chinese tuition)	1,120	1,000
4	School-related expenses	52	150	100
5	School fees	25	3,080	1,500
6	Laptop / study desks / storage / miscellaneous items	0 (capital items, not expenses)	350	100
7	Handphone	13	65	30
8	Clothing	42	100	50
9	Birthday presents / occasions / holiday	Excluded	600	Excluded
10	Insurance	40	40	40

11	Eating out	289	350	350
12	Toiletries / personal grooming (including spectacles)	45	40	40
13	Medical and dental expenses	50	50	50
Subtotal for C's personal expenses				3,610