IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGHCF 5

Divorce (Transferred) No 4673 of 2023

Between

XYK

… *Plaintiff*

And

XYL

… *Defendant*

JUDGMENT

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

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XYK
v
XYL

[2026] SGHCF 5

General Division of the High Court (Family Division) — Divorce (Transferred) No 4673 of 2023
Tan Siong Thye SJ
23, 30 December 2025

24 February 2026 Judgment reserved.

Tan Siong Thye SJ:

1 The plaintiff ("Wife") and the defendant ("Husband") were married on 25 October 1999.[1] Interim judgment for their divorce (FC/D 4673/2023) was granted on 19 June 2024.[2] The dispute in this case revolves around the division of matrimonial assets and spousal maintenance for the Wife. Central to the dispute are three properties jointly owned by the Husband with third parties who are his mother and brother. I had, in an earlier judgment (*Ng Chin Huay v Tan Tien Tuck* [2025] SGHC 145 ("the Judgment")), determined the beneficial ownership of these properties. The court now has to decide whether these properties are matrimonial assets and, if so, the portion of each of these properties to be included in the matrimonial pool.

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1 Joint Summary (of parties' respective positions as at 21 December 2025) at p 1 S/N 2.

2 Interim Judgment for FC/D 4673/2023 ("D 4673") dated 19 June 2024.

Facts

2 The Wife is 54 years old this year,[3] and is a homemaker.[4] The Husband is 67 years old this year and is presently unemployed.[5] Prior to becoming unemployed, he was an employee in a business which was owned by his parents ("the Family Business").[6]

3 The parties have three children, who are 26 years old, 24 years old and 23 years old this year respectively.[7] Maintenance for the children is thus not an issue in this case as they have all reached the age of majority.

Issues to be determined

4 The issues in this case are as follows:

(a) the assets to be included in the matrimonial pool;

(b) whether the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") or the approach in *TNL v TNK* [2017] 1 SLR 609 ("*TNL*") is to apply to the division of matrimonial assets; and

(c) whether spousal maintenance should be awarded to the Wife and, if so, the quantum of maintenance to be awarded.

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3 Plaintiff's Affidavit of Assets and Means dated 18 July 2024 ("WAM1") at p 1 (Plaintiff's Core Bundle of Documents dated 22 December 2025 ("WCB") at p 1).

4 WAM1 at para 2 (WCB at p 3).

5 Defendant's Affidavit of Assets and Means dated 16 July 2024 ("HAM1") at p 1 (WCB at p 78).

6 HAM1 at para 2 (WCB at pp 79–80); Husband's third Affidavit for Ancillary Matters dated 27 August 2025 ("HAM3") at paras 5(4)–(6) (WCB at p 431).

7 Statement of Claim for Divorce in D 4673 dated 28 September 2023 at para 4.

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Matrimonial pool

5 The parties' dispute concerns the following assets and the extent to which they are to be included in the matrimonial pool:

(a) the Husband's joint bank accounts;[8] and

(b) the three properties which the Husband jointly owns with various members of his family ("the Husband's Properties").[9]

6 I shall deal with each of these in turn.

The Husband's bank accounts

7 The Wife values the Husband's bank accounts at $78,621.43,[10] while the Husband values them at $13,854.65.[11] Neither party has made any written submission on their respective valuations of the Husband's bank accounts. It was only at the ancillary matters hearing that the counsel for the Wife clarified that the difference in the parties' valuations stems from the Wife wanting to include bank accounts which the Husband jointly owns with his family members in the matrimonial pool. The Husband wishes to exclude those joint bank accounts entirely from the matrimonial pool.

8 The joint bank accounts include the following:[12]

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8 Agreed Statement of Facts dated 26 December 2025 ("ASOF") at p 2.

9 ASOF at p 1.

10 Plaintiff's Written Submission dated 30 October 2025 ("PWS") at para 9.

11 Defendant's Opening Submission dated 31 October 2025 ("DWS") at para 2.

12 HAM1 at para 8 (WCB at pp 84–85).

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(a) UOB Account No XXX-XXX-352-9 ("the UOB 3529 Account"), which is valued at $10,703.86 and is jointly owned by the Husband and his mother;

(b) UOB Account No XXX-XXX-942-4 ("the UOB 9424 Account"), which is valued at $882.72 and is jointly owned by the Husband and his brother;

(c) UOB Account No XXX-XXX-285-6 ("the UOB 2856 Account"), which is valued at $14,669.29 and is jointly owned by the Husband with his mother and brother; and

(d) UOB Account No XXX-XXX-498-6 ("the UOB 4986 Account"), which is valued at $38,510.91 and is also jointly owned by the Husband with his mother and brother.

9 In my view, the Wife would be able to succeed in including all the moneys in these joint bank accounts in the matrimonial pool if she is able to show that the Husband is the sole beneficial owner of the moneys in these accounts. Likewise, the Husband would be able to exclude the moneys in these joint bank accounts from the matrimonial pool if he can show that he did not have any beneficial interest in these moneys.

10 Quite unsatisfactorily, however, both parties have barely made any submissions on this issue or articulated the legal basis for their respective positions, let alone adduced or pointed to any evidence in support of their arguments. The counsel for the Wife leaves it to the court to decide whether the moneys in the Husband's joint bank accounts should be included in the matrimonial pool. The Wife also submits that the moneys in the joint bank accounts were earned by the Husband, and not the Husband's mother or brother. This is a bare assertion which is self-serving.

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11 Meanwhile, the Husband's counsel points to two of the joint bank accounts as being corporate accounts used for the Family Business. No evidence was led to support that contention, which is a bare assertion. The fact is that, on the face of the joint bank accounts, the Husband is a co-owner of them. That is sufficient for the moneys in those joint bank accounts to *prima facie* be treated as matrimonial assets.

12 In these circumstances, I adopt neither the Wife's nor the Husband's valuations of the Husband's bank accounts. Due to the dearth of evidence and the failure of counsel to precisely elucidate the legal basis upon which their respective contentions rest, I shall proceed on the assumption that the moneys in the joint bank accounts which the Husband owns with his family members belong to the Husband and his family members in equal shares for each respective joint bank account. Hence, half of the moneys in the UOB 3529 Account and the UOB 9424 Account, and one-third of the moneys in the UOB 2856 Account and the UOB 4986 Account, will be included in the matrimonial pool. This approach is consistent with the approach taken in other cases in which bank accounts jointly held with third parties have either been sought to be included or excluded entirely from the matrimonial pool, but no or insufficient evidence was adduced in support of the claim (see, *eg*, *VRJ v VRK* [2024] SGHCF 29 at [9] and *VQF v VQG* [2024] SGHCF 4 at [11]).

13 Accordingly, the value of the Husband's bank accounts, including his share of the joint bank accounts which are to be included in the matrimonial pool, is $37,374.67.

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The Husband's Properties

14 There are three properties which are central to the dispute in the present case. These properties are legally held by the Husband with his family members in the following manner:[13]

(a) Property A – tenancy-in-common in equal shares owned by the Husband and his brother;

(b) Property B – joint tenancy owned by the Husband and his mother; and

(c) Property C – joint tenancy owned by the Husband, his mother and his brother.

15 Prior to this hearing, the Wife had taken out an application before the General Division of the High Court to determine the beneficial interests in the three properties.[14] She had sought a declaration that the Husband had a beneficial interest in these properties. That application was heard with another application filed by the Husband's mother, in which she had sought a declaration that she was the sole beneficial owner of the three properties. I shall, in this judgment, refer to these two applications collectively as the "Applications".

16 The Applications were decided on 30 July 2025 (see [1] above).[15] Due to the glaring paucity of evidence on the various parties' intentions with respect

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13 ASOF at p 1.

14 Wife's third Affidavit for Ancillary Matters dated 2 September 2025 ("WAM3") at para 3 (WCB at p 439).

15 Judgment for the Applications dated 30 July 2025 ("Judgment") (WCB at pp 443–461).

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to the beneficial ownership of these properties, as well as their respective financial contributions to the purchase price of the properties, I ultimately held that the three properties are beneficially owned by the Husband and his family members according to their legal interests (*ie*, as reflected at [14] above).[16]

17 In the Wife's written submission, she seeks to include a half-share of Property A and Property B, and a one-third share of Property C, in the matrimonial pool.[17] She then changed her position in her supplementary written submission, wherein she argues that all three properties should be wholly included in the matrimonial pool.[18] It appears, however, that the Wife has since reverted back to her original position.[19]

18 On the other hand, the Husband's position has remained consistent throughout these proceedings – namely, that the three properties ought to be excluded *entirely* from the matrimonial pool.[20] The Husband also submits that, in the event the court finds that any of the three properties are matrimonial assets, his shares of those properties should be valued in the following manner: 50% of Property A, 50% of Property B and 33% of Property C (*ie*, the same shares of the respective properties that the Wife is seeking to include in the matrimonial pool).[21]

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16 Judgment at [108]–[109] (WCB at p 458).

17 PWS at paras 6 and 9.

18 Plaintiff's Supplementary Written Submission dated 15 December 2025 ("PSWS1") at paras 3 and 6.

19 ASOF at p 1.

20 DWS at para 3; Defendant's 2nd Opening Submission dated 12 December 2025 ("DSWS") at para 2; ASOF at p 1.

21 DSWS at paras 9–10.

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19 I shall deal with the parties' arguments in relation to each of the Husband's Properties in turn. Before I do so, however, it is important to refer to the definition of matrimonial assets as found in s 112(10) of the Women's Charter 1961 (2020 Rev Ed) ("Women's Charter"). This provision defines and determines which assets of the parties are matrimonial assets. Section 112(10) of the Women's Charter states as follows:

> **112.**—(10) In this section, "matrimonial asset" means —
>
> (*a*) any asset *acquired before the marriage* by one party or both parties to the marriage —
>
> (i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or
>
> (ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and
>
> (*b*) any other asset of any *nature acquired during the marriage* by one party or both parties to the marriage,
>
> but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.
>
> [emphasis added]

Property A

20 Property A was purchased in 1998, which is before the parties' marriage,[22] and is valued at $3.8 million.[23] The Wife, however, submits that it should be included in the matrimonial pool because it was utilised as the

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22 HAM1 at para 4(1)(g) (WCB at p 81).

23 ASOF at p 1.

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matrimonial home.[24] The counsel for the Husband, in his oral submission at the hearing, concedes that Property A falls within the definition of matrimonial property. However, he takes the position that the Husband has no beneficial interest in Property A.

21 The Husband's position is inherently problematic, to say the least. In the Judgment, I had already found that the Husband and his brother hold the beneficial interest in Property A in accordance with their legal interests (*ie*, as tenants-in-common in equal shares) (see [16] above).[25] Having chosen not to appeal against that decision, the Husband cannot now assert that he does not have any beneficial interest in the property. Indeed, the concession which the Husband's counsel made at the hearing, that Property A could be considered a part of the matrimonial pool, came on the back of my indication that I had already ruled on the Husband's beneficial interest in the property. It is thus perplexing that the Husband indicates his position in the Agreed Statement of Facts ("ASOF") that Property A has a "Nil" value.[26] I take that to mean that, notwithstanding the concession of the Husband's counsel at the hearing, the Husband's position is that Property A should be excluded from the matrimonial pool entirely.

22 In any case, it cannot seriously be disputed that Property A was the parties' matrimonial home. This much was acknowledged by the Husband when he stated in his affidavit of assets and means that Property A was "where [their] family lived throughout the entire marriage".[27] Hence, although the Husband

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24 PSWS1 at para 4.

25 Judgment at [80]–[93] (WCB at pp 454–456).

26 ASOF at p 1.

27 HAM1 at para 17(1)(a) (WCB at p 87).

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had acquired his beneficial interest in Property A before the marriage, Property A would be considered a matrimonial asset under s 112(10)(*a*)(i) of the Women's Charter.

23 As the Husband owns a 50% share in Property A, half the value of Property A (*ie*, $1.9 million) is to be included in the matrimonial pool.

Property B

24 Property B was purchased during the parties' marriage, in 2002,[28] and is valued at $1.39 million.[29] Thus, it is *prima facie* a matrimonial asset pursuant to s 112(10)(*b*) of the Women's Charter. As with Property A, and contrary to my previous ruling in the Judgment, the Husband asserts that he has no beneficial interest in Property B. For the same reasons given above (at [21]) in relation to Property A, this submission is entirely untenable.

25 I should also add, with great regret, that the Husband has made factual assertions in these proceedings in relation to Property B (as well as Property C) that run contrary to my findings in the Judgment. For instance, the Husband says that the mortgage repayments for these two properties were partly funded from funds belonging to the Family Business.[30] I had already rejected this assertion in the Judgment due to a lack of evidence.[31] The Husband also asserts, in relation to Property B, that the rental income from the property was used to fund the mortgage repayments and that the Wife did not contribute any money to it.[32]

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28 HAM at para 4(2)(g) (WCB at p 82).

29 ASOF at p 1.

30 DSWS at paras 4 and 8.

31 Judgment at [54] and [99] (WCB at pp 450–451, 456–457).

32 DSWS at para 8.

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Once again, this runs contrary to my previous findings that the Husband's mother was unable to show that the rental income was used to finance the mortgage repayments.[33] It is hence not open for the Husband to make these factual assertions, which had already been rejected earlier, in the present proceedings.

26 As I had earlier found, the bottom line is that there is insufficient evidence of the respective financial contributions of the Husband and his parents (who were the original joint owners of Property B before the demise of the Husband's father) to the purchase of Property B.[34] Hence, there is nothing to displace the starting point that the Husband is taken to have acquired his share of Property B during the marriage and, *a fortiori*, that Property B is a matrimonial asset.

27 That leaves the issue of determining the portion of Property B which should be included in the matrimonial pool. Unlike Property A, Property B is a *joint tenancy* between the Husband and his mother. One of the defining characteristics of a joint tenancy is that each joint tenant "holds nothing by himself and yet holds the whole together with the other" (Charles Harpum, Stuart Bridge and Martin Dixon, *Megarry and Wade: The Law of Real Property* (Sweet & Maxwell, 7th Ed, 2008) at para 13-002, cited in *Shafeeg bin Salim Talib (administrators of the estate of Obeidillah bin Salim bin Talib, deceased) v Fatimah bte Abud bin Talib* [2009] 3 SLR(R) 439 at [9]). That being said, as I had previously noted in *Chain Land Elevator Corp v FB Industries Pte Ltd* [2020] 5 SLR 1336 ("*Chain Land Elevator Corp*") (at [46]), although there are no actual shares in a joint tenancy because each co-owner owns the

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33 Judgment at [102] (WCB at p 457).

34 Judgment at [106] (WCB at pp 457–458).

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whole, the law recognises a joint tenant as having a "*notional*, *aliquot* share, *ie*, a share that is a potentially rather than actually divided share in property". It is this notional, aliquot "share" on the part of the Husband that constitutes a matrimonial asset.

28 In the present case, the parties have agreed that, if the Husband is a beneficial owner of Property B, his "share" of Property B which should be included in the matrimonial pool is 50%. This is an eminently sensible position to take and is, in fact, in line with how the precise entitlements of joint tenants are typically particularised (Tan Sook Yee, "Execution against Co-owned Property" [2000] SJLS 52 at p 57, cited in *Chain Land Elevator Corp* at [85]):

> ... Unlike the situation in tenancies in common where the co-owners may own in unequal shares, in the case of a joint tenancy when the issue of the precise entitlement has to be particularised, for example, when there has been an alienation by a joint tenant, *it must be in equal shares, for prior to the alienation each was entitled to the whole*. If there are three joint tenants in law and in equity, and one of them alienates his interest to a fourth party, the alienee would get one third undivided share. ...
>
> [emphasis added]

29 Accordingly, half of the value of Property B (*ie*, $2.5 million), is to be included in the matrimonial pool.

30 This brings me to the most contentious of the Husband's Properties, namely, Property C.

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Property C

31 Property C was purchased before the parties' marriage, in July 1995.[35] In the Wife's first written submission, she asserts that "one-third of [Property C] should be accorded to the Husband" and proposes that *one-third* of its value be included in the matrimonial pool.[36] There is no explanation, however, as to why any portion of Property C should be included in the matrimonial pool despite it being acquired before the marriage. Subsequently, in her first supplementary written submission, the Wife submits that Property C was paid for by the Husband during the marriage and that the portion paid for during the marriage should be included in the matrimonial pool. She further contends that, as "it is the [Husband's] responsibility to provide information on which portion of the purchase price was paid for during the marriage" and, as the Husband was unable to provide this information, Property C ought to be *wholly included* in the matrimonial pool.[37] At this hearing, the Wife advances the alternative submission that, as $920,000 (*ie*, the value of the mortgage taken out on Property C) out of $1.6 million (*ie*, the purchase price of Property C) was paid during the course of the marriage,[38] *52.7%* of Property C should be subject to division.

32 Subsequently, in the ASOF filed on 26 December 2025, however, the Wife's position appears to be that *33%* of Property C ought to be included in the matrimonial pool as she values the portion of Property C to be included in the pool as one-third of the value of Property C.[39] In other words, the Wife

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35 HAM1 at para 4(3)(c) (WCB at p 83); ASOF at p 1.

36 PWS at paras 6, 8 and 9.

37 PSWS1 at para 6.

38 HAM3 at para 5(16) (WCB at p 433).

39 ASOF at p 1.

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appears to have reverted to her original position in her first written submission. Just a few days later, in her second supplementary written submission filed on 30 December 2025, the Wife again submits that "the portion of [Property C] that was paid for over the course of the marriage should be included within the matrimonial pool" (*ie*, the Wife appears to have returned to her position in her first supplementary written submission and primary position during the hearing).[40]

33 It is difficult to decipher the Wife's true position amidst the mixed signals which she has been sending throughout the course of these proceedings. Nevertheless, as I shall explain below, none of her positions can hold water.

34 To begin with, the Wife's assertion that a portion of Property C was paid for during the marriage is unsubstantiated and flies in the face of the documentary evidence on record. It had already been established in the Judgment that the mortgage on Property C was redeemed in 1998 (*ie*, before the marriage).[41] The source relied upon in support of this finding was the following passage from an affidavit filed by the Husband's mother in the Applications:[42]

> We [*ie*, the Husband's mother and father] redeemed the mortgage loan *around 1998* using money from [the Family Business] and *at the same time* we refunded all the monies and accrued interests withdrawn from both [the Husband's] and [the Husband's brother's] CPF accounts.
>
> [emphasis added]

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40 Plaintiff's 2nd Supplementary Written Submission filed on 30 December 2025 ("PSWS2") at para 5.

41 Judgment at [60] (WCB at p 452).

42 Plaintiff mother's affidavit in the Applications dated 13 January 2025 at para 54 (WCB at p 472).

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35 While the Wife did challenge this assertion in her affidavit filed in those proceedings,[43] she did not adduce any evidence in support of her assertion that the mortgage was redeemed during the marriage. Indeed, the Wife acknowledges that she is not able to provide such evidence. However, she contends that the Husband's assertion that the mortgage was redeemed in 1998 was due to a misunderstanding. In this regard, the Wife states that the mention of the year "1998" in the passage from the affidavit of the Husband's mother quoted above was a typographical error. This is because the CPF moneys which the Husband and his brother used to make the mortgage repayments were refunded by their parents only in 2019 (a fact that was established on the documentary evidence in the Applications). The Wife asserts that, as the Husband's mother had averred that the CPF moneys were refunded "at the same time" that the mortgage was redeemed, the mortgage must have been redeemed in 2019 (*ie*, during the parties' marriage) and not 1998.

36 In my view, this submission that the mention of the year "1998" was a typographical error is conjecture at best and falls far short of the Wife's alleged "clear and incontrovertible proof" that Property C was paid for during the course of the marriage. One could equally take the view that the statement of the Husband's mother that the CPF moneys were refunded "at the same time" as the redemption of the mortgage was an error. Hence, the disjunct between what was stated on the face of the affidavit and the documentary evidence concerning the refund of CPF moneys is neither here nor there.

37 In any event, during the hearing, I acceded to the Husband's request to refer the court to evidence which would show when the mortgage was redeemed. Subsequent to the hearing, the Husband sought the court's

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[43] Defendant's affidavit in the Applications dated 21 May 2025 at para 3.

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permission to file an affidavit annexing new evidence showing that the mortgage loan was redeemed in 1998.[44] These included letters from the conveyancing solicitors handling the mortgage redemption. Although these documents could and should have been tendered at a much earlier stage, I granted the Husband leave to file this affidavit and tender these documents as they would be highly probative with regard to the contentious issue of whether the mortgage on Property C was redeemed before or during the marriage.

38 The letters from the conveyancing solicitors handling the mortgage do indeed show that the mortgage was scheduled to be redeemed on 23 September 1998.[45] As the Husband explained in his affidavit, the CPF Board did not require the CPF moneys used for the mortgage repayments to be refunded upon redemption of the mortgage.[46] According to the Husband, the CPF moneys were refunded in 2019 because the owners of Property C wanted to obtain an updated title deed to remove his father's name after he had passed away, and the CPF Board required the full CPF sum used for the mortgage repayments to be refunded before a new title deed could be issued.[47] It should also be noted that there is a letter from the CPF Board dated 24 January 2006, and addressed to the then owners of Property C, inviting them to collect the title deed for Property C as it "no longer safe keeps the title deeds of private properties which were bought with CPF and which *housing loans have been fully repaid*" and that, as such, it was "returning the title deeds to [CPF] members who *do not have any further mortgages on their properties*" [emphasis added].[48] This should rebut

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44 Other hearing related requests dated 26 December 2025.

45 Defendant's fourth Affidavit for Ancillary Matters dated 26 December 2025 ("HAM4") at pp 5 and 8.

46 HAM4 at para 3(b).

47 HAM4 at para 3(c).

48 HAM4 at p 9.

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the Wife's assertion that the mortgage must have been redeemed in 2019 at the same time as the refund of the CPF moneys.

39 Therefore, the Husband has sufficiently proven that the mortgage on Property C was redeemed before the marriage. Accordingly, Property C can only be taken to have been acquired before the marriage and is therefore to be excluded entirely from the matrimonial pool.

40 For completeness, I note that the parties mention that they were living in Property C during the marriage for a short period. The Wife says that the parties had lived in Property C for around five months from the time they were married (*ie*, in October 1999) to March 2000.[49] The Husband has given conflicting and contradictory evidence on affidavit. In his affidavit of assets and means, he claims that the Wife never lived in Property C.[50] However, in his third ancillary matters affidavit, the Husband states that, in the initial years of the marriage, he and the Wife had lived in Property C for around three months "because as a tradition newly-wed should at least live with the in-laws for the first few months".[51]

41 It is not necessary for me to make a finding on how long the parties resided together in Property C (if at all) because, even if I proceed on the basis that the parties resided there together for a period of five months, that would not be sufficient to transform Property C into a matrimonial asset pursuant to s 112(10)(*a)*(i) of the Women's Charter. As the Court of Appeal noted in *USB v USA* [2020] 2 SLR 588 (at [24]), the ordinary use or enjoyment by the parties

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49 WAM1 at para 15(B)(ii) (WCB at p 9).

50 HAM1 at para 4(3)(g) (WCB at p 83).

51 HAM3 at para 5(17) (WCB at p 433).

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of the asset sought to be transformed into a matrimonial asset "must be usual and *relatively prolonged* rather than casual" [emphasis added]. An example of casual residence is staying in a property for no more than 21 days out of 14 years of marriage (see *CXR v CXQ* [2023] SGHCF 10 at [27], citing *Ryan Neil John v Berger Rosaline* [2000] 3 SLR(R) 647 at [60]). In my view, residing in a property for five months out of close to 25 years of marriage in the present case would fall far short of the threshold of "usual and relatively prolonged" use. The Wife herself clearly viewed Property C as nothing more than a temporary abode for her and the Husband before they moved into Property A. The Wife avers that the family lived in Property C "until [they] moved into the matrimonial home [*ie*, Property A] in March 2000".[52] In any case, the Wife does not appear to be relying on s 112(10)(*a*)(i) of the Women's Charter to transform Property C into a matrimonial asset (and, in my view, quite rightly so).

Summary

42 In summary, out of the Husband's Properties, only 50% of the value of Property A and 50% of the value of Property B are to be included in the matrimonial pool.

Division of matrimonial assets

43 Having determined the composition of the matrimonial pool, I shall now turn to the division of matrimonial assets proper.

Approach to be used for division

44 The Wife submits that the *TNL* approach for long single-income marriages should be applied such that the matrimonial pool is divided equally

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52 WAM1 at para 15(B)(ii) (WCB at p 9).

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between the parties.[53] In the Husband's written submission, he cites and applies the *ANJ* structured approach and discusses the direct and indirect contributions of the parties to the marriage.[54] However, the Husband, apart from saying that his direct contributions were 100%, he does not ascribe a ratio to the parties' indirect contributions. Instead, he submits that the pool of matrimonial assets should be divided "on a 50:50 basis" without explaining how he arrived at this ratio.[55]

45 At the hearing before me, the Husband has clarified that his proposal for the matrimonial pool to be divided equally between the parties is based on the *TNL* approach and is contingent on the Husband's Properties being excluded from the matrimonial pool. He sought to impress upon me that the *TNL* approach should not be applied because the Wife worked for a period of time during the marriage. He also contends that this is not a situation in which the Wife is a full-time housewife because she has a university degree and is also "quite smart". Further, the Husband mentions the fact that the Wife has her own investments. Hence, I shall still have to determine if the *ANJ* structured approach or the *TNL* approach is applicable on the facts of this case.

46 The *TNL* approach essentially gravitates towards an equal division of the matrimonial assets in long single-income marriages (*TNL* at [48]). It is not disputed that the parties' marriage, which lasted close to 25 years, was a long one. The question that remains, therefore, is whether the marriage should be characterised as a single-income or dual-income marriage.

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53 PWS at paras 12–13.

54 DWS at paras 18–24.

55 DWS at para 25(1).

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47 In *WXW v WXX* [2025] SGHC(A) 2 ("*WXW(AD)*"), the Appellate Division of the High Court offered the following guidance on the approach which courts ought to take when arriving at a conclusion to this question:

> 13 We highlight that just because one spouse earns far less than the other does not render the partnership a single-income marriage. In *DBA v DBB* [2024] [2024] 1 SLR 459 ("*DBA v DBB*"), the Appellate Division of the High Court made clear that "a large disparity in income between the spouses does not in itself render the marriage a single-income marriage" (*DBA v DBB* at [13]). Also, **the fact that one spouse worked intermittently over the course of the marriage does not in itself determine whether the marriage is a single-income or dual-income marriage** (see *DBA v DBB* at [12]). The key enquiry focuses on the *roles undertaken and discharged* by the spouses during the marriage: what is called for is **a qualitative assessment of the roles played by each spouse in the marriage relative to each other** (*UBM v UBN* [2017] 4 SLR 921 at [52]). The reason why the *ANJ* approach does not apply to single-income marriages is that it "tends to unduly favour the working spouse over the non-working spouse" (*TNL v TNK* at [44]) and thus the homemaker spouse is disadvantaged by his or her role in the marriage despite the philosophy that marriage is an equal partnership of different efforts. This rationale should guide how a single-income marriage ought to be understood.
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> 14 The determination of the primary roles carried out by each party is based on the facts and circumstances of each case. **A homemaker spouse in a single-income marriage is the *primary homemaker*, not just a spouse who does some or even substantial homemaking**. As an example, in the latter situation, a working spouse who is not the primary homemaker may also carry out substantial homemaking and will be credited with substantial indirect contributions pursuant to the *ANJ* approach.
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> [emphasis in original in italics; emphasis added in bold]

48 As Debbie Ong JC (as she then was) noted in *UBM v UBN* [2017] 4 SLR 921 ("*UBM*") (at [50]), a "single-income marriage" would include a marriage where one party is *primarily* the breadwinner and the other is *primarily* the homemaker. Furthermore, *UBM* referred to cases in which the spouse who took on the role of the main homemaker had also made *some* financial contributions,

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such as through *employment* or *investments*, and the court had nevertheless characterised the marriage as a single-income one.

49 In the present case, it is not disputed that the Wife worked at a bakery run by the Husband for around six years during the marriage.[56] However, the parties dispute whether the Wife received income from doing so. In the Wife's own words, "the [Husband] gave [her] an *extra allowance* of $2,000.00 per month in recognition of [her] efforts" during this period of time [emphasis added]. She also characterises this as being "monies earned from assisting [the Husband] with the bread shop".[57] During the hearing, the Wife's counsel argued that the Wife was unpaid while working at the bakery and that the extra $2,000 which she was given each month was a gift and not salary. In my view, the Wife was working at the bakery and was given $2,000 each month in return for her efforts. She also had CPF contributions during the period when she worked at the bakery.[58] Hence, the possibility that the Wife was earning *some* income during the marriage cannot be excluded entirely.

50 In my view, the fact that the Wife had worked for five years out of the almost 25-year long marriage does not qualify the marriage as a dual-income marriage. Notwithstanding the short stint which the Wife undertook in the Husband's bakery, she remained primarily the homemaker in the marriage whereas the Husband was primarily the breadwinner. This is borne out by the fact that, on the Husband's own account, he paid for *all* the household expenses throughout the *entire* marriage and that he passed a sum of $3,000 to the Wife

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56 WAM1 at para 15(B)(iv) (WCB at pp 9–10).

57 Wife's second Affidavit for Ancillary Matters dated 4 April 2025 ("WAM2") at para 11(a) (WCB at p 417).

58 HAM3 at para 5(29) (WCB at p 435).

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each month "to pay for whatever the household needed such as groceries".[59] Moreover, the way in which the Husband frames his indirect non-financial contributions to the marriage in terms of the household chores in his affidavit of assets and means is particularly revealing:[60]

> (d) *From 2019* till date, I have been doing all the laundry and also the drying of the clothes of the family.
>
> (e) *From 2019* till date, I have been doing all the floor mopping and cleaning of the 1st floor of the house. [The Wife] would do the second and the third floor.
>
> (f) *From 2019* to 2023, I did the marketing and grocery shopping for the household.
>
> [emphasis added]

51 During the larger part of the parties' marriage before 2019, it was the Wife who was solely responsible for doing the household chores such as cleaning the house, shopping for groceries and doing the laundry. Indeed, this is corroborated by the Wife's averment that she "performed all of the household chores, purchased the groceries and household items" and that the Husband "did not perform household chores or purchase groceries for the family *prior to his retirement* in 2019" [emphasis added].[61] There was, therefore, a clear demarcation of responsibility between the parties during their marriage (see *UBM* at [52]). At least for the most part of the marriage, when the Husband was working, he would focus almost entirely on his employment and the Wife supported him in running the household.

52 The Husband submits that the Wife had made investments during the marriage. This is indeed acknowledged by the Wife in her affidavit. The Wife

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59 HAM1 at paras 12(f), 17(1)(b) and (j) (WCB at pp 86–88).

60 HAM1 at paras 17(2)(d)–(f) (WCB at p 89).

61 WAM1 at para 15(B)(v) (WCB at p 10); WAM3 at para 11(d) (WCB at p 418).

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has deposed that she owns various shares worth $243,570.00 in value.[62] She says that she "made investments with [her] savings and the profits were utilised to pay for household expenses when the monthly allowances from the [Husband] was insufficient".[63] While the Wife may have made substantial investments on her own, this does not detract from her role as the primary homemaker rather than a breadwinner in the family. Indeed, I note that the present case is analogous to *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 ("*Lock Yeng Fun*"), a case cited by Ong JC in *UBM* (at [53]) in support for the proposition at [48] above. That case similarly concerned a marriage in which the wife was a homemaker, had been employed for four months out of a 30-year marriage, and "amassed considerable wealth (some $500,000) by investing money that the husband had given her as her allowance". As Ong JC noted at [53] of *UBM*, *Lock Yeng Fun* was a case cited by the Court of Appeal in *TNL* (at [50]) as one concerning a single-income marriage, and the decision in *Long Yeng Fun* "illustrates that a spouse who makes substantial financial contribution to the acquisition of matrimonial assets can still be regarded as a homemaker in a Single-Income Marriage". Hence, the Wife's investments alone, while significant, are in my view insufficient to displace the conclusion which I have drawn from the parties' respective demarcation of their roles and responsibilities in the household, as borne out by their own evidence, that their marriage was a single-income one.

53 With regard to the Husband's submission that the Wife has a university degree and is "quite smart", that is completely irrelevant for the purposes of determining if the marriage was a single-income marriage or, indeed, for the purposes of dividing the matrimonial pool. There are a great many marriages

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62 WAM1 at para 7 (WCB at p 5).

63 WAM1 at para 15(A) (WCB at p 9).

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where a spouse may have had superb academic qualifications but had to give up potential career opportunities to perform a homemaking role and support the family. The academic qualifications, much less the level of intelligence, of a spouse, therefore has no bearing on whether that spouse was the primary homemaker of the family or whether the marriage in question was a single-income or dual-income marriage.

54 Turning to the applicable ratio for division of the matrimonial assets, I am aware that it is not an immutable rule that, for every long single-income marriage, the matrimonial pool must be divided equally between the parties. As Debbie Ong J (as she then was) articulated in *UYP v UYQ* [2020] 3 SLR 683 (at [52]), "inclining towards equality is not the same as a presumption of equal division, a norm of equal division, or a strict regime that each party shall be entitled to half the assets". It has been noted in *WXW v WXX* [2024] SGHCF 24 ("*WXW(HC)*") (at [59]) that cases in which the court has deviated more significantly from an equal division of matrimonial assets are those which involved "exceptional facts" (an observation left undisturbed by the Appellate Division in *WXW(AD)* even though the wife's appeal on the Judge's characterisation of the marriage as a single-income marriage was allowed). One such example of a case involving "exceptional facts" which has been routinely cited by the courts is *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 (at [80]), where the matrimonial pool (amounting to around $69 million) was unusually large and the family's fortunes were accrued due to the "extraordinary" contributions by one party (see, *eg*, *WXW(HC)* at [59]; *WPN v WPO* [2023] SGHCF 38 at [83] and [108]; *TNL* at [52]).

55 In my view, there are no exceptional circumstances on the facts of the present case which would justify a departure from a 50:50 division ratio. When I first queried the counsel for the Husband at the hearing on the appropriate ratio

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for division should the court choose to adopt the *TNL* approach instead of the *ANJ* structured approach, he first stated that it should be "around 60:40". When I asked him what the principle of the *TNL* approach was, he replied that *TNL* stood for equal division of the matrimonial pool. He then added that "as counsel", he could not submit for equal division. However, despite acknowledging that the default position under *TNL* is equal division unless there is a special reason to depart from that, the counsel for the Husband could not raise any special reason.

56 Hence, it is clear that there are no exceptional facts which warrant a departure from equal division in the present case. The matrimonial pool is therefore to be divided equally between the parties.

57 To recapitulate, the assets which form the matrimonial pool, in the order in which they are listed in the ASOF, are as follows:[64]

S/N	Asset	Value (S$)	Comments
Assets in Wife's Name			
1	Bank Accounts	65,540.53	
2	CPF	75,186.58	
3	Insurance	33,153.79	
4	Stocks and Shares	243,570.00	
A	**Net Assets in Wife's Name**	417,450.90	

[64] ASOF at pp 1–2.

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S/N	Asset	Value (S$)	Comments
Assets in Husband's Name			
5	Property A	1,900,000.00	Portion representing the Husband's half-share in the property (see [20]–[23] above)
6	Property B	2,500,000.00	Portion representing the Husband's notional, aliquot half-share in the property (see [24]–[29] above)
7	Bank Accounts	37,374.67	Includes the Husband's share of the bank accounts which he jointly holds with his family members (see [7]–[13] above)
8	CPF	639,469.07	
9	Car	105,000.00	
B	**Net Assets in Husband's Name**	5,181,843.74	
TOTAL (A + B)		**5,599,294.64**	

58 Since the matrimonial pool is valued at $5,599,294.64, the Wife's and the Husband's share of the matrimonial pool will be valued at $2,799,647.32 each. Hence, the Husband will have to transfer a value of $2,382,196.42 to the Wife.

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Whether the Wife ought to be granted spousal maintenance

59 The Wife submits that the Husband ought to continue providing her with a sum of $3,000 per month as maintenance as "this has been the practice throughout the years".[65] As it so happens, the Husband is still providing the Wife with $3,000 each month. The Wife also highlights that, apart from her short stint being employed at the family bakery, she did not work for more than two decades and it is unlikely that she will be able to obtain any significant income.[66] The Husband, on the other hand, contends that the Wife ought to be entitled to only a token lump-sum maintenance of no more than $50,000 (which is "on the assumption of 2 years expenses").[67]

60 I note that the Husband's original case when he advanced this submission is that the Husband's Properties should be excluded entirely from the matrimonial pool. It should be borne in mind that the Husband's case is that the matrimonial pool ought to be valued at $1,527,684.99, with half of this value (*ie*, $763,842.495) going to the Wife.[68] However, I have found that the matrimonial pool ought to be valued at $5,599,294.64 with the Wife's share being valued at $2,799,647.32 (see [57]–[58]). Given the huge disparity between the Husband's valuation of the Wife's share of the matrimonial pool on the one hand and the court's valuation of the same on the other, amounting to a difference of $2,035,804.83, I must proceed with caution in relying on the Husband's submission in relation to spousal maintenance. This is because the power to order maintenance is supplementary to the power to order a division of matrimonial assets (*ATE v ATD* [2016] SGCA 2 ("*ATE*") at [33]). Indeed, it

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65 PWS at para 17.

66 PWS at para 18.

67 DWS at para 25(1).

68 DWS at paras 18 and 25(1).

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is useful to repeat the following observations in Leong Wai Kum, *Elements of Family Law in Singapore* (LexisNexis, 2nd Ed, 2013) ("*Elements of Family Law*") at p 66 (which were endorsed by the Court of Appeal in *ATE* at [34]):

> The order to the husband to continue to provide maintenance to his former wife, being supplementary to the order to divide their matrimonial assets between them, *fills the gap remaining between the financial statuses of the former spouses*. The order of maintenance *corrects any residual inequality that remains* in the spouses' financial resources. The author suggests this view:
>
> 1 Where the just and equitable division of their matrimonial assets yields to the former wife a fair share of the surplus wealth of the marital partnership, the order of maintenance may be merely nominal.
>
> 2 Where it yields her substantial properties, the application for maintenance may even be dismissed.
>
> ***3 It is only where there are not enough matrimonial assets to divide or the nature of the assets given to the economically weaker former spouse 'cannot both provide a decent home for her (and the children, if as usual, they remain in her care) and produce some acceptable level of income, should the court make an order for her maintenance'***.
>
> Where the exercise of the power to divide matrimonial assets suffices to equalise the financial statuses of the former spouses, the court may make no order of maintenance for the former wife, a mere nominal order (to keep the husband's liability alive) or, at most, a modest order of maintenance. Where there is hardly any matrimonial asset to divide between the former spouses, the power to order maintenance for the former wife can be expected to be exercised to its full extent because it must perform the role that is normally discharged by the power to divide matrimonial assets. Then there is the residual situation where, despite the exercise of the power to divide matrimonial assets, the homemaker and child carer remains financially disadvantaged by the roles discharged during marriage. Here it is expected that the court will also exercise the power to order maintenance for the former wife to the extent needed to better equalise the financial statuses of the former spouses. It is discussed below that maintenance orders, when juxtaposed with the order of division of matrimonial assets made between the same couple, falls into several categories.
>
> [emphasis added]

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61 In short, the quantum of spousal maintenance to be awarded, or whether spousal maintenance should even be awarded at all, would largely depend on the financial status of the spouse seeking maintenance *after* the division of matrimonial assets. Thus, I cannot assume that the Husband's position on spousal maintenance would be the same if he had known that the Wife would be receiving $2,799,647.32, instead of $763,842.495, from the matrimonial pool.

62 The Wife will be receiving a substantial sum from the matrimonial pool. In fact, the value of the assets which she holds in her name will increase by more than five-fold (*ie*, from $417,450.90, as documented in the table at [57] above, to $2,799,647.32) after the matrimonial pool is divided. Concomitantly, the value of the assets which the Husband holds in his name will be halved (*ie*, from $5,181,843.74, as documented in the table at [57] above, to $2,799,647.32). In these circumstances, I do not think that it would be fair to expect the Husband to provide a lifetime annuity of $3,000 per month to the Wife. It bears emphasising that an order of maintenance is *not* intended to create a life-long dependency by the former wife on the former husband (*ATE* at [31], citing *Elements of Family Law* at pp 693–694 and *Quek Lee Tiam v Ho Kim Swee (alias Ho Kian Guan)* [1995] SGHC 23 at [13], [21] and [22]). To put it another way, upon a marriage being terminated, a party ought not to have a duty to be a general insurer *vis-à-vis* his former spouse (*ATE* at [29]).

63 Assuming that the Wife's monthly expenses are indeed $10,200 each month as she claims (a figure which exceeds even the $3,000 monthly sum that the Husband has been providing her), the sum of $2,799,647.32 which she will be left with after the division of matrimonial assets will be sufficient to cover her expenses for around 23 years. Taking into account the fact that the parties' children are all adults now and no longer financially dependent on them, I have

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no doubt that the Wife will be left with a sizeable enough amount which would more than fulfil her financial needs.

64 Accordingly, no spousal maintenance will be awarded to the Wife.

Conclusion

65 In conclusion, I order that:

(a) the matrimonial pool be valued at $5,599,294.64 and divided equally between the parties;

(b) the division of matrimonial assets be effected by the Husband transferring a sum of $2,382,196.42 to the Wife; and

(c) no maintenance for the Wife be awarded.

66 Each party is to bear his or her own costs.

Tan Siong Thye
Senior Judge

Augustine Thung Hsing Hua (Yeo & Associates LLC) for the plaintiff;
Goh Peck San (P S Goh & Co) for the defendant.

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