

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 47

Divorce (Transferred) No 1136 of 2023

Between

XGA

... Plaintiff

And

XGB

... Defendant

JUDGMENT

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

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XGA

v

XGB

[2024] SGHCF 47

General Division of the High Court (Family Division) — Divorce
(Transferred) No 1136 of 2023

Choo Han Teck J

20 November 2024

5 December 2024

Judgment reserved.

Choo Han Teck J:

1 The plaintiff (the “Wife”), aged 44, is a Singapore citizen who works as a credit analyst at a bank, earning a net salary of S\$8,297. The defendant (the “Husband”), aged 45, is an Australian citizen and Singapore Permanent Resident. He is a director of G, a Singapore subsidiary of an overseas company. He is also director and shareholder of his companies, C and O. His net income is at least S\$23,913.33 a month. They married on 29 July 2007. They have two sons, aged 16 and 14 respectively, both attending secondary school in Singapore. The Wife moved out of the matrimonial home on 18 November 2022 and commenced divorce proceedings on 14 March 2023. Interim judgment (“IJ”) was granted on 21 June 2023.

Division of matrimonial assets

2 The parties accept that the court should use the IJ date, *ie*, 21 June 2023, to determine which assets fall under the matrimonial asset pool. They also accept that the value of the matrimonial assets and liabilities should be ascertained as at the date of the hearing of the ancillary matters (“AM”), that is, 20 November 2024 in this case. The exception is that the balances in bank and Central Provident Fund (“CPF”) accounts are to be valued as at the IJ date.

3 I now ascertain and value the matrimonial assets. The parties agree to a conversion rate of A\$1.3 = S\$1.

S/N	Asset	Husband’s Case	Wife’s Case	Court’s Decision
Assets that are jointly held by Husband and Wife (none)				
Husband’s assets				
1	Property D	S\$1,890,000 as at November 2023	S\$1,942,000 as at April 2024 Outstanding housing loan as at November 2023 is S\$1,345,279.75	S\$631,561.69 (S\$1,942,000 – S\$1,310,438.31)
2	Australian Property	AUD 400,000.00 (S\$355,244.77) as at 3 October 2024 (not matrimonial asset)	A\$1.32m (S\$1,161,600) as at August 2024 Outstanding housing loan as at 31 Dec 2023: A\$199,946.32	S\$775,651.48 (A\$1,008,346.92)

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
3	C	\$0	Adverse inference to be drawn as company has value	\$0, but adverse inference to be drawn against Husband
4	OCBC Savings Account No. ending with 001	S\$94.97 as at 6 November 2023	S\$12,433.86 as at 30 Jun 2023	S\$4,463.65 (IJ date)
5	UOB Current One Account No. ending with 37-8	S\$68,120.18 as at 31 October 2023)	S\$113,934.97 as at 30 June 2023	S\$101,133.99 (IJ date)
6	Commonwealth Bank of Australia (Savings Account No. ending with 164)	AUD 900.39 (not matrimonial asset)	\$2,892.96 as at 20 June 2023	S\$2,528.81 (A\$3,287.45) (IJ date)
7	ANZ Access Advantage Bank Account No. ending with 584.	AUD 1443.76 (not matrimonial asset)	S\$1,983.31 (AUD \$2,253.76) as at 30 June 2023	S\$1,568.28 (A\$2,038.76) (IJ date)
8	CPF Accounts	S\$20,046.65 as at 10 November 2023	S\$20,046.65 as at 10 November 2023	S\$20,046.65 (agreed)
Subtotal (Husband's assets only)				S\$1,536,954.55
Wife's assets				
9	Property M	S\$2,784,870 (actual purchase	S\$3m as at April 2024.	S\$1,031,574.90

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
		price as at 20 March 2021)	Outstanding HSBC loan of S\$2,020,000 as at 19 October 2023	
10	OCBC Savings Account ending with 001	S\$48,285.94	S\$48,285.94	S\$48,285.94
11	OCBC Savings Account ending with 001 (Time Deposit)	S\$502,502.00	S\$502,502.00	S\$502,502.00
12	Central Depository Account No. ending with 6967	S\$600.00	S\$600.00	S\$600.00
13	CPF Ordinary Account	S\$46,068.77	S\$46,068.77	S\$46,068.77
14	CPF Special Account	S\$61,273.43	S\$61,273.43	S\$61,273.43
15	CPF Medisave Account	S\$43,081.75	S\$43,081.75	S\$43,081.75
Subtotal (Wife's assets only)				S\$1,733,386.79
Total				S\$3,270,341.34

4 For S/N 1, the Wife adduced the Urban Redevelopment Authority's ("URA") list of Private Residential Property Transactions, showing sale prices of units in the same residential project. She relies on a transaction which

occurred in April 2024, under which a residential unit of similar size to Property D was sold at S\$1,942,000. The same list also shows a sale of another residential unit of similar size at S\$1.8m in November 2023. The Husband asserts that Property D has an estimated value of \$1.89m but has not given any documents to support his assertion. I thus accept the Wife's submitted figure.

5 The outstanding housing loan for Property D as at November 2023 was S\$1,345,279.75. He took an OCBC housing loan of S\$1,409,156 around January 2022. Hence, the monthly loan repayment is estimated to be S\$63,876.25 divided by 22 months, which is S\$2,903.47. From November 2023 to October 2024, an additional S\$34,831.64 would have been paid. The estimated outstanding housing loan for Property D is S\$1,310,438.31. The net value of Property D is thus S\$631,561.69.

6 For S/N 2, the Husband contends that the Australian Property is not a matrimonial asset because he acquired it in 2005, well before the marriage. The Wife claims that the moneys used to service the housing loan (for the Australian Property) was paid out of their OCBC and/or Standard Chartered Bank ("SCB") Joint Account (which the Husband had closed after the IJ date). She also claims that she had from "time to time" assisted to transfer funds from her bank account to the joint account to pay for the Australian Property. She exhibited a payment advice of S\$9,000 from her Bank of China account to the SCB joint account, purportedly to pay for the loan.

7 There is no evidence that the S\$9,000 transfer was used to pay for the housing loan for the Australian Property. However, I accept that the payments for the loan came from the parties' joint bank accounts, as both parties had credited their salaries into joint accounts while the latter accounts were open.

Before 2023, the ratio of the Husband and Wife's earning capacity was around 70-30 (see below at [14]). The Wife thus contributed roughly 30% to the joint accounts, and so must be taken to have contributed to the Australian Property too. Hence, the Australian Property is a transformed matrimonial asset, and the entire value of the asset is to be added into the matrimonial asset pool: see *USB v USA* [2020] 2 SLR 588 at [19(b)] and [29].

8 The Wife estimates the Australian Property's value as A\$1,320,000, based on a "search using the exact address of the [Australian Property] from Australia's online marketplace platform known as Domain". The Husband alleges that properties in the neighbourhood generally range between A\$700,000 and A\$1m. He says that this range is from a website called Property Outlook, but he (and his counsel) failed to provide any screenshot of this range. I have checked the Property Outlook website for myself, and the website provides a current price range of A\$1.1m to A\$1.2m for the Australian Property. With only these, I determine the Australian Property to be A\$1.2m. The outstanding housing loan amount was A\$199,946.32 as at 1 December 2023. Once again, the Husband ought to have tendered an updated loan amount to avoid undervaluing the Australian Property. As at 1 July 2023, the outstanding loan amount was A\$204,092.95. This amount thus decreased by A\$4,146.63 over six months. On this basis, I estimate that from 1 December 2023 to the AM date, the outstanding loan amount decreased by A\$8,293.24. The outstanding loan amount as at the AM hearing date is thus A\$191,653.08. Accordingly, the net value of the Australian Property as at the AM date is A\$1,008,346.92, or S\$775,651.48.

9 For S/N 3, the Husband's counsel submits that C is not a matrimonial asset and is in any event a loss-making company without value. He provided

documents showing that the company made losses. However, as the Wife's counsel points out, the Husband has wilfully not provided balance sheets for the period of June to November 2022, reconciliation statements for the same period, and the Notice of Assessment for 2022. His refusal to disclose put him in flagrant breach of the court's disclosure orders against him. The Wife's counsel also points out that the Husband withdrew S\$149,000 from C on 13 April 2022 to help pay for Property D, and used company funds to provide him with a Mercedes Car SUV CLS leased at S\$3,430 a month. He also received an annual salary of S\$60,000 as at February 2020 and S\$69,000 as at February 2022. These suggest that C has value. His refusal to comply with his disclosure obligations further supports the inference that he is hiding the true value of C. I thus draw an adverse inference against him and give an uplift to the Wife's share of the matrimonial assets. I will deal with the uplift shortly, together with other unquantifiable assets.

10 S/N 4 to 7 are dealt with by taking the value of the respective accounts as at the IJ date, *ie*, 21 June 2023. For S/N 9, relating to Property M (currently still under construction), the Wife produced the URA List of Private Residential Property Transactions for sales of units in the same residential project as Property M. She relies on a sale of a 99 sqm unit in April 2024 to say that the price of Property M is S\$3m. Property M is also a 99 sqm unit. The Husband says that Property M is worth S\$2,784,870, but that is simply the price at which the couple purchased Property M. I thus accept the Wife's valuation of S\$3m.

11 The original financier of the housing loan for Property M was OCBC. On 19 October, the Wife refinanced the loan to HSBC for lower interest rates. The outstanding loan as at 19 October 2023 is S\$2,020,000. According to the Wife, the monthly repayment amount from 1 November 2023 is S\$3,266.60,

and S\$4,094.74 with effect from 2 Jan 2024. The Wife would thus have repaid S\$51,574.90.00 in total by November 2024. The net value of Property M is therefore S\$1,031,574.90.

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

Subtotal for assets under Husband's name	Subtotal for assets under Wife's name	Subtotal for joint assets
S\$1,536,954.55	S\$1,733,386.79	S\$0
Total: S\$3,270,341.34		

13 Turning to the division of the matrimonial assets, *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) applies because this is a dual-income marriage. The direct financial contributions of the parties are as follows:

S/N	Asset	Wife's direct contributions (S\$)	Husband's direct contributions (S\$)
Husband's assets			
1	Property D	213,314.98	400,563.91
2	Australian Property	23,735.68	55,383.24
3	C	0	0 (adverse inference)
3	OCBC Savings Account No. ending with 001	0	4,463.65
4	UOB Current One Account No. ending with 37-8	0	101,133.99

5	Commonwealth Bank of Australia Savings Account No. ending with 164	0	2,528.81
6	ANZ Access Advantage Bank Account No. ending with 584	0	1,568.28
7	CPF Accounts	0	20,046.65
Wife's assets			
8	Property M	505,638.76	617,852.27
9	OCBC Savings Account ending with 001	48,285.94	0
10	OCBC Savings Account ending with 001 (Time Deposit) (not disputed)	251,251.00	251,251.00
11	Central Depository Account No. ending with 6967	600.00	0
12	CPF Ordinary Account	46,068.77	0
13	CPF Special Account	61,273.43	0
14	CPF Medisave Account	43,081.75	0
Total:		1,193,250.31	1,454,791.80
Ratio (nearest whole number):		45	55

14 For Property D, the Australian Property and Property M, some of the payments towards those properties came from the parties' joint bank accounts. The Wife's counsel argues that contributions from the joint bank account should be apportioned equally between the parties. In my view, such contributions should, in this case, be apportioned in relation to the parties' estimated earning capacities at the relevant time. The Wife avers that she earned a monthly net

salary of S\$2,680 in 2011, S\$485.29 in 2019, S\$1,961.91 in 2020, S\$4,800 in 2021 and S\$5,878 in 2022. Only from early 2023 did her monthly net salary increase to S\$8,297. The Husband did not always draw a net salary of S\$23,913.33. He himself stated that he used to draw a salary of GBP7,800 after taxes in the UK, which is around S\$13,212.26 now. Thus, I estimate the ratio of the Husband's and Wife's earning capacity as 13,212.26-5,878, *ie*, 70-30.

15 The parties paid for the Australian Property out of their joint accounts. I accept the Wife's counsel's submission that the estimated monthly repayment of the housing loan is A\$541.34 (A\$118,553.68 paid towards the loan as at 31 December 2023, divided by the duration of 219 months from the date of marriage to 31 December 2023). This sum is to be multiplied by the number of months from the date of marriage to the IJ date, *ie*, 190 months. The amount paid during the marriage is thus A\$102,854.60 or S\$79,118.92. I apportion this sum by the ratio of 70-30. For Property D, I do not accept the Husband's claim that he paid for it all by himself. The evidence shows that some of the moneys came from the Wife, the parties' joint accounts and rental proceeds from Property D. The Wife's counsel submits as follows:

	Amount S\$	Source/ Ref
1% option fee	18,788.88	Wife's OCBC Premier Account
4% balance deposit	75,155.55	\$61,000 from Wife's OCBC Premier Account Balance from OCBC Joint Account
Stamp duty	153,699.00	OCBC Joint Account
Balance cash difference on completion	366,235.46	\$149,000 Contilink \$25,713 Wife's bonus deposited into OCBC joint account

		\$178,265 transferred from UK account – proceeds of sale of London Property [balance of S\$13,257.46 assumed to come from joint account]
Total	613,878.89	Save for \$149,000, balance \$464,878.89 to be attributed to parties equally
Housing loan instalments paid from OCBC Joint Account and rental from Property D		

16 I accept the Wife's counsel's submissions, save that I apportion the contributions from the joint accounts and the proceeds of sale of the London Property (S\$359,377.01) 70-30 in favour of the Husband. The Wife did not provide the total amount of housing loan paid, but I have estimated that to be S\$98,717.69 (see [5] above). This too shall be apportioned 70-30. The Wife's sole contributions amounted to S\$105,501.88, and the Husband's amounted to S\$149,000. The Wife's contribution towards Property D is thus S\$213,314.98 and the Husband's is S\$400,563.91.

17 For Property M, the Husband's counsel submits a ratio of 83.33-16.67 in favour of the Husband, but his calculations appear to ignore the Wife's CPF contributions and the fact that he had stopped repaying for the loan from October 2022 onwards. The Wife argues that S\$882,646.10 came from the parties' joint account, S\$183,079.93 came from her own CPF account, S\$54,134.18 came from repayments made solely from her from October 2022 to August 2024 (because the Husband had closed the joint account then), and S\$3,630.82 came from her late interest payment in December 2022 (the lateness arising from the Husband's non-contribution from October 2022 onwards). I accept her figures. Applying the 70-30 ratio to S\$882,646.10, the Wife's

contribution towards Property M is S\$505,638.76 and the Husband's is S\$617,852.27. Accordingly, the overall ratio of direct contributions is 55-45 in the Husband's favour.

18 I move on to the parties' indirect contributions. Having read parties' submissions, I find that they have both indirectly contributed in their own ways to the household – both financially and non-financially. However, I would give a slightly greater proportion to the Wife, as she had sacrificed her career to be a full-time homemaker in the UK, and was the primary person who ran the household throughout the marriage. The Husband's counsel also overstates the Husband's indirect financial contributions. He argues that the Husband “had borne most of the expenses related to the upkeep of the family”, and “made all if not most of the payments to the [costs arising from the] family home”. But this overlooks the fact that the expenses were paid from the parties' joint accounts, into which both parties had contributed their salaries. In other words, the Wife's contributions towards the family expenses were not negligible. The indirect contributions ratio is thus 55-45 in the Wife's favour.

19 This is a marriage of around 15 years (from the date of marriage to the date on which the Husband moved out). The Husband's counsel submits that less weight should be accorded to indirect contributions due to the moderate length of the marriage, and cited *BOR v BOS* [2018] SGCA 78 at [113] in support. But that case and the precedents cited therein relate to single-income marriages, to which *ANJ v ANK* does not even apply. I see no reason why I should accord different weights to the direct and indirect contributions in this case. I thus determine the overall ratio to be 50-50.

20 This is not the end of the matter. I must deal with the Husband's various non-disclosures. The Wife points out that the Husband had breached a disclosure order against him, by failing to disclose financial documents relating to C, O, and two of his fixed deposit accounts. He has not provided any explanation for his non-compliance, save an unsatisfactory one regarding O that it "has been closed, and no further documents are available". The Husband obviously has access to the financial documents – he is director and shareholder of both companies and the owner of his fixed deposit accounts. Even if O has been struck off the companies register as alleged, the documents pertaining to O cannot just vanish. The Husband is clearly intent on hiding his assets, short-changing the Wife and disobeying the court. The appropriate response to such conduct is to grant the Wife an uplift of 7.5% to the overall ratio. The final ratio for division is therefore 57.5-42.5 in the Wife's favour. The Wife is entitled to S\$1,880,446.27, and the Husband to S\$1,389,895.07.

Maintenance for the Wife and the sons

21 It is well-established that the court's power to grant spousal maintenance is supplementary to its power to divide matrimonial assets, and so the court will consider the value of assets to which the Wife is entitled after division to determine the quantum of maintenance, if any. The Wife has a substantial sum after division, but her liquid assets are low in value. Nonetheless, she is earning a monthly net salary of S\$8,297, and can thus support herself. I am of the view that the Husband should pay a monthly maintenance of \$2,000 for the next two years. This is to help the Wife transition to a life of singlehood, especially since Property M is still under construction. The Husband is well able to afford this sum, as he earns a net monthly salary of at least S\$23,913.33 and receives S\$5,200 every month from renting out Property D. Since the Husband had

stopped paying maintenance from May 2023 onwards, I also grant the Wife backdated maintenance for 19 months at the same quantum. Overall, I order the Husband to pay the Wife a lump sum maintenance of S\$86,000.

22 I set out the reasonable expenses for the two sons:

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
Expenses for eldest son				
1	Share of the household expenses (inclusive of Rent, household, and utilities contributions for living at Wife's parents' residence, food groceries Netflix, apple music, property mortgage for Midtown Modern.	0	2,109.02	833.33
2	Dine out / Takeaways	0	393	300
3	Monthly allowance / Pocket money	200	250	250
4	School fees	580	580	580
5	Transport	49 (school transport only)	330	150 (public transport)
6	School related expenses — School books/Assessment	0	195	60

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
	books/Stationery/ Educational Materials			
7	Tuition classes	480	1,200	1,200
8	School bag, water bottle, School uniforms, long pants, school T-shirts and shorts, school shoes, socks, sportswear for rugby, casual clothing, and casual shoes	0	250	100 (250 a month is excessive)
9	Holidays	0	425	200
10	Toiletries and sundries	30	66.48	40
11	Haircut	22	36	22
12	Health supplements / Grooming products	0	45	0
13	Mobile Phone / Computer / Other digital devices	0	83	83
14	Mobile Phone expenses	15	15.28	15
15	Online Games/ Entertainment / Outings / Concerts	0	200	25
16	Insurance Premiums	91.14	91.14	91.14

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Amount (S\$)
	Total			S\$3,799.47
Expenses for youngest son				
17	S/N 1 to 5			2,113.33
18	School related expenses — School books/Assessment books/Stationery/Educational Materials	0	120	60
19	Tuition classes	240	480	480
20	Enrichment classes	625	915	825
21	S/N 9 to 10			240
22	School uniforms, T-shirts and shorts, school shoes, socks, sportswear for tennis, clothes, and shoes	0	300	100
23	S/N 11 to 15			145
24	Insurance Premiums	90.76	90.76	90.76
25	Flight school entertainment	150	0	150 (granted, since Husband is willing to pay)
	Total			S\$4,204.09

23 For the “Share of the household expenses”, the Wife claims for:

S/N	Items	S\$
1.	Rent, household and utilities contributions for living at Wife’s parents’ residence	1,500.00
2.	Food / Groceries (wet market/supermarket)	1,000.00
3.	Netflix	19.98
4.	Apple music (\$109 / year)	9.08
5.	Property Mortgage for Property M (Cash about \$2,798, CPF \$1,000)	3,798.00
	Grand Total	6,327.06
	$\frac{1}{3}$ share of the household expenses	2,109.02

24 I do not include Netflix and Apple Music as those are luxuries. I also do not include the mortgage for Property M. The Wife relies on *UEB v UEC* [2018] SGHCF 5 (“*UEB v UEC*”) to argue that it is not inappropriate to consider the wife’s mortgage repayments for providing a roof over the children’s head. I accept that the court can treat mortgage repayments as expenses to provide a roof over the wife’s and children’s heads, and that there is no absolute prohibition against using maintenance funds to acquire assets: *UEB v UEC* at [6]–[7]. Nonetheless, “it is in the court’s discretion to take into account the fact that the wife also owns the property and thus has some financial resources in the form of an asset”: *UEB v UEC* at [7]. Property M is an appreciating asset (see [10] above) and the Wife will get to reap the profits if she decides to sell. I thus find it fair that the Husband need not pay for Property M’s loan repayments. The grand total is S\$2,500, and one-third of that is S\$833.33.

25 I have adjusted the quantum of the other expenses so that the expenses are reasonable. The children’s reasonable expenses add up to S\$8,003.56. The

26 The parties have dealt with all other ancillary matters by consent. They, with the help of their solicitors, should work out the details of how to carry out the court's division order (*WVS v WVT* [2024] SGHC(A) 35 at [45]), with liberty to apply should they be unable to agree. They are to bear their own costs.

Lee Mong Jen and Yeo Yang (LMJ Law Corporation) for the
plaintiff;
Lau Kah Hee (BC Lim and Lau LLC) for the defendant.