

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 114

FC/D 1150/2024
HCF/DCA 111/2025

Between

XTM

... Plaintiff

And

XTN

... Defendant

GROUNDS OF DECISION

[Family Law – Ancillary Matters – Division of Matrimonial Assets –
Maintenance for ex-spouse/children]

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**XTM
v
XTN**

[2025] SGFC 114

Family Court — Divorce No 1150 of 2024
22 August, 8 September, 16 September, 24 October 2025

19 December 2025

District Judge Shobha Nair

Introduction

1. The plaintiff (wife) and the defendant (husband) were married in Argentina in October of 2009 and have 2 sons. Interim Judgment (IJ) dissolving the marriage was entered on 3 April 2024, making this a marriage of a little over 14 years in length. Parties had entered into an agreement on the custody, care and control as well as access to the children. Both sought to vary the consent order (via summons 1139 and 1447/2025). I dismissed the variation applications and issued the following orders on the ancillary matters.

- (a) The matrimonial assets of a net value of S\$1,060,013.34 is to be divided 60:40 in favour of the plaintiff/wife. The defendant/husband is to effect payment of the sum the plaintiff/wife is entitled to within 6 months of the order.
 - (b) The defendant is to pay maintenance of S\$8 000 per month (S\$4 000 for each child) with effect from 30 September 2025 and on the last day of each subsequent month.
 - (c) The defendant shall be responsible for the children's school fees which shall be paid directly by the defendant to the school.
 - (d) The defendant shall be responsible for any hospitalisation costs for the children that is not covered by insurance.
 - (e) The defendant shall pay to the plaintiff, maintenance of S\$1 000 per month for a period of two (2) years from the date of this order or until the plaintiff is in full-time employment, whichever is earlier.
2. The husband appeals against the orders above. No appeal has been lodged with respect to the orders made on summons 1139 and 1447/2025.

Background

3. The wife is 50 years old. She is an Italian citizen who was until January 2025, an Executive Director, Global Head (Skills Based Organisation) at a bank in Singapore. She was unfortunately retrenched and was unemployed at the time of the hearing. She declared her last drawn gross monthly income to be

S\$26 000.¹ The husband is 45 years of age and is an Australian citizen. He works as an Operations Program Manager at the Singapore office of a multinational technology company (Company X). He earns a gross monthly income of S\$19 474.67.²

4. After their marriage, both parties were working in Australia. The wife worked at a business management consultancy and the husband, at a utilities asset company. The husband was earning more than the wife at the time. Their first son was born in 2010, making him 15 years of age at the time of the hearing. The wife's mother assisted in his care for a few months before the child was cared for at a childcare facility. In August 2011, the husband secured a job at Company X. While the work brought in a healthy income, it took him away from home for almost half of every month.³ The wife left her job at the business management consultancy in December 2012 and started her own business. The parties soon started to plan their move to Singapore. They believed that the move would afford them a better balance between their commitments at work and home. The husband managed to secure a transfer to Singapore and the family arrived in January 2015. At the time, she was expecting their second child. As the wife had considerable difficulty with previous pregnancies and had suffered miscarriages, it was thought prudent that she did not work during the pregnancy. After the child was born in August 2015, she secured work with a local bank, as Vice-President of Human Resources (HR) and then as Senior Vice-President of People Transformation until September 2021. The couple was assisted by a domestic helper from the time the second child was born. In September 2021, she assumed a new role as Executive Director at another bank.

¹ Page 19 of wife's affidavit of 20/11/2024

² Paragraph 75 of husband's affidavit of 23/5/2025

³ Page 11 at paragraph (e) of the husband's affidavit of 8/11/2024

This job provided a significant increase in salary. Unfortunately, her services were terminated from January 2025.

5. While parties started to face challenges to their marriage from 2018, it was from about 2021 that significant cracks in the relationship began to surface. While the husband was in Australia visiting his family in 2023, the wife asked that he leave their rented premises on his return. He left in May 2023. He continued to contribute to the family expenses until December 2023 by depositing a monthly sum of S\$12 500 into the parties' joint account with DBS. He claims to have stopped providing further as the wife was utilising it to pay towards expenses they had not agreed on, including her credit card bills. Regardless, he continued to pay for the children's school fees and expenses when they were with him. Finding it difficult to sustain expenses without the husband's contribution, the wife took out an interim application for maintenance. This was heard and dismissed on 2 June 2025.⁴ As the rental of the premises the wife and children were staying at was S\$13 000 per month and unsustainable, she had at the time of the hearing before me moved to cheaper accommodation.

6. The wife was acting in person but had sought the attendance of a solicitor to assist her during the proceedings. This was permitted with strict parameters drawn on the role of the solicitor during the proceedings. The husband had legal representation.

Division of Matrimonial Assets

7. Section 112 (1) of the Women's Charter 1961 (2020 Rev. Ed.) (Charter) provides that a court has the power subsequent to the grant of a judgment of

⁴ Summons 254/2025

divorce to order the division between parties of any matrimonial asset in such proportions as the court thinks *just and equitable*. Section 112 (2) provides a list of non-exhaustive factors to assist a court in determining what would be just and equitable.

8. Section 112 (10) provides the definition of a matrimonial asset. In **USB v USA and another appeal**⁵ the court expressed that “.....when a marriage is dissolved, in general all the parties’ assets will be treated as matrimonial assets unless a party is able to prove that any particular asset was either not acquired during the marriage or was acquired through a gift or inheritance and is therefore not a matrimonial asset. The party who asserts that an asset is not a matrimonial asset or that only a part of its value should be included in the pool bears the burden of proving this on the balance of probabilities...”⁶

Sums withdrawn from the DBS joint account

9. It is trite law that substantial sums expended when divorce is imminent must be returned to the pool.⁷ The plaintiff called for the court to make a finding that S\$80 828.34 was improperly withdrawn by her husband from their joint DBS account without her knowledge and that this sum be returned by the husband.⁸ The husband made a similar allegation against his wife and said that he stopped contributing a monthly sum of S\$12 500 to prevent her from using the monies on expenses they did not agree on.⁹ I did not place the sum indicated by the wife to have been spent by the husband (nor suggested by the husband to

⁵ [2020] 2 SLR 588

⁶ At paragraph 20

⁷ **XRM v XXR** [2025] SGHCF 55

⁸ Paragraph 64 of wife’s submissions dated 20/8/2025

⁹ Paragraph 10 of husband’s affidavit of 23/5/2025

be unreasonable expenses of the wife) back into the pool for division. From the evidence, both parties contributed to this account with the understanding that the monies were to be utilised for various expenses of the family. Even though they earned healthy incomes, their expenses were disproportionately high and the substantial spending from this account was by both parties and largely to meet those expenses which snowballed once parties started to live separately and divorce proceedings commenced. The wife alleged that the husband did not explain every withdrawal and appeared to be “cherry-picking”¹⁰ items he could explain. I did not agree. It is impossible for every expense to be accounted for in a marriage. In this case, a lot of what appears to be large payments relate to credit card bills which in turn relate to unmanaged family expenses and expensive school fees. The husband was able to show that he met many of the family expenses from the joint account and there was no credible suggestion that he was removing or utilising it to avoid a fair division.

Joint accounts held with children not drawn into the pool

10. The husband was of the view that the accounts held in the joint names of the children and the wife formed part of the wife’s assets.¹¹ I did not place it into the pool of assets to be divided, not on account of it being a modest collective sum but largely because the intention behind the setting up of these accounts was to provide the children with a resource to meet expenses, if needed. In any event, the husband eventually took the position that these need not be brought into the pool for division.¹²

¹⁰ Paragraph 65 of wife’s submissions dated 20/8/2025

¹¹ Annex C of husband’s submissions dated 18/8/2025

¹² Page 16A of NE dated 22/8/2025

Date of determination of asset value

11. The parties presented 2 different computations of the value of the matrimonial assets, arising significantly from the difference in the date each party proposed as the relevant date for the determination of asset value. In **ARY v ARX**¹³ the court articulated that the default position to determine the pool of matrimonial assets is the date the interim judgment was issued, in this case, 3 April 2024. The court opined that “*unless the particular circumstances of justice of the case warrant it, the starting point or default position should be the date that interim judgment is granted*”.¹⁴ In the case before me, the husband left the home in May 2023 but had a continuous relationship with the family after this and before the divorce. He contributed financially into the joint account for the children’s expenses after moving out and once that ceased, their school fees and other expenses. Parties even continued to travel as a family. It would be prudent to apply the date of IJ as the effective date of determination of the matrimonial assets. I accepted to a large extent the computation of the husband as provided at Annex C of his final submissions.

The net value of the matrimonial assets

12. In this case, there was no matrimonial home which was purchased by the parties as they had lived together in rented premises throughout their marriage, and separately in rented premises since May 2023. There was no dispute as to the relevance of any pre-marital asset or inheritance which the husband had received. Having determined the issues relating to the disputed assets and the date at which the assets ought to be computed, the value of assets and liabilities closest to the date of IJ is provided at **Table 1**. While I agree that

¹³ [2016] SGCA 13. See also **XOY v XOZ** and another appeal [2025] SGHCF 49

¹⁴ At paragraph 31

the values of unvested shares provided by the husband is subject to variables such as the performance of the company and that it may therefore only represent ballpark values on vesting, any loss of value would be borne by both, as would any gain.

Table 1:

Joint Assets	Value (SGD)¹⁵
Friends Provident Fund	\$320 793.60 as at November 2023
DBS Multi Currency Account (ending with 5048-5)	\$1 006.86 as at 30 April 2024
Total	\$321 800.46
Plaintiff (Wife's Assets)	Value (SGD)
SCB Account 1 (ending with 2858)	\$116 952.54 as at April 2024
SCB Account 2 (ending with same number 2858)	\$43 383.57
DBS Account (ending with 37510)	\$63.16
Standard Chartered GBP Computer Shares	\$22 136.37
PIMCO GIS Income Fund E Class (Hedged) Income (1037 unit trusts)	\$8 783.38

¹⁵ Some of the figures presented by the wife were in currencies other than the Singapore Dollar and conversions based on the currency rate proposed by the husband at Annex C of his submissions was accepted

Australian Superannuation (ending with 8506)	\$56 705.86
Plaintiff (Wife's Liabilities)	Value (SGD)
DBS Credit Card	\$3 961.35 ¹⁶
SCB Credit Card	\$2 716.61 ¹⁷
Sub-total (Assets – Liabilities)	\$241 346.50

Defendant (Husband's Assets)	Value (SGD)
OCBC SRS Investment	\$125 344.52
DBS Multiplier Account (ending with 1456)	\$3 011.15
Superannuation Account	\$165 612.28
Shares granted but not vested	\$207 908.92
Shares vested	\$25 407.65
Defendant (Husband's Liabilities)	Value (SGD)
Citibank Credit Card	\$21 286.91

¹⁶ Page 168 of the plaintiff's affidavit filed on 20/11/2024

¹⁷ Ibid. at page 209

DBS Credit Card	\$9 131.23 ¹⁸
Sub-total (Assets – Liabilities)	\$496 866.38

Table 2:

Matrimonial assets	Value (SGD)
Joint	\$321 800.46
Plaintiff's sole assets (sub-total)	\$241 346.50
Defendant's sole assets (sub-total)	\$496 866.38
Total Net Value	\$1 060 013.34

13. As this was a marriage of 14 years during which time the parties were in full time employment save for brief periods, the structured approach advanced by the Court in *ANJ v ANK*¹⁹ was applied. First, a ratio that represents each party's direct contributions relative to the other party was ascribed, having regard to the amount of financial contribution each party had made towards the acquisition and improvement of the matrimonial assets. Then, their indirect

¹⁸ Pages 178 and 181 of the defendant's affidavit of 8/11/2024

¹⁹ [2015] SGCA 34

contributions relative to each other was ascribed a ratio before arriving at an average ratio.²⁰

14. Having found that the direct contributions of the parties were approximately in the proportion 38% (wife): 62% (husband),²¹ I turned to their indirect contributions. The husband was of the view that the indirect contributions of the parties were equal. I was of the view that a fairer division ought to be 65:35 in favour of the wife.

15. Even as the parties managed their work and household chores without helpers till the birth of their second child in 2015, the wife appears in my view to be the one who was more consistent in providing for the family and whose contribution was of a nature that connoted a larger responsibility when it came to the care of the children. They were both good providers of financial support. The wife's income relative to the husband's was larger only from 2021 but it allowed for greater contribution to the family expenses from that time. Her lower pay before 2021 (relative to her husband's) would also need to be understood in the context of the manner in which the husband dealt with his salary. Deductions from his salary was made to pay for the OCBC SRS account as well as the Superannuation Fund in Australia.²² This lowered his available salary for family expenses. Notwithstanding, I am of the view that this was less of a concern given that it was accounted for in the pool of assets. The deductions to his salary for the purchase of shares which amounted to almost S\$2 000 a month however was of greater relevance as it reduced available income to meet

²⁰ Paragraph 22

²¹ Table 3

²² Paragraph 21 of husband's affidavit dated 8/11/2024

family expenses. The wife's salary on the other hand was fully applied to meet the family expenses.

16. Apart from the time the wife was on maternity leave for 4 months and what appears to be a 2-month paternity leave the husband was on after the birth of their first son in 2010, the husband was away substantially every month for work related matters when he was working for Company X in Australia. This was between 2011 and the end of 2014. During these years, the care of the first son would have fallen on the wife, assisted for a brief time by her mother. When the couple arrived in Singapore in 2015 the wife did not work during her pregnancy. During this time, the husband was the sole provider and she would have been with her older child, assisted this time by a domestic helper. However, in 2020 the husband stopped work for a period of about a year which placed the economic responsibility on the wife. The husband claimed that he wanted to homeschool the children during the Covid-19 pandemic which they feared would impact the health of their second son in particular. The wife disagreed with the husband's reason for ceasing employment and attributed it to the stress that he felt during that time. Regardless of the reason, the family lost income during this period in addition to share entitlements/benefits. The relationship came under intense pressure from 2021 and the husband chose to travel to Australia to be with his brothers. In May 2023 he was asked to leave the home making his contributions to daily care of the children rather more limited for the year prior to April 2024. In essence, approximately 4 of their 14-year marriage saw the husband either travelling for significant periods each month for work or living separately from the children (on account of being told to do so), thus limiting his caregiving. I could not ignore the fact that the wife must have shouldered the responsibility more, at least for those 4 years. As for the remaining years, clearly it can be said, as it can for almost every marriage,

that contributions were made by both parents to the care of their children. The husband spoke of having shared equally in the discharge of responsibilities towards the children. The wife did not agree and suggested that he was in fact an absent father. The husband understandably rejected such a position and shared examples of his contribution. He spoke of feeding and putting his first son to sleep after night feeds, taking the children on “scooter rides”, bringing them to parties and to the doctor when his wife could not. These amongst others, were contributions that were taken into consideration. From the affidavits however, it appears that the wife was the one who largely liaised with school, tutors and doctors. The husband stepped in, without any hesitation, but usually when she could not. The husband also appears to prefer the children deciding what was good for them. An example would be drum lessons which the second son had taken. This was to assist in the management of ADHD. It was stopped when the son indicated a lack of interest.²³ Similarly when the child indicated that he was bored with therapy sessions with a psychologist, the husband was of the view that the child need not attend.²⁴ The wife enrolled the child for a sleep study to better address his challenges which the husband did not agree with. Additionally, and more recently, he appears to be more comfortable contributing to the needs of the children if such needs or events occurred during his time with the children. When an appointment the wife made with a Ear, Nose and Throat (ENT) specialist for the second child did not fall on his time with the children, he was of the view that the wife should then take him.²⁵ While the husband need not take the child each time he is asked to, the position he takes on when he has an obligation to do so, i.e., when he has the child with him, paints a larger picture of compartmentalising duties and how the onus to meet

²³ Paragraph 17 of husband’s affidavit of 3/7/2025

²⁴ Ibid. at paragraph 18

²⁵ Ibid. at paragraph 19(a) and (b)

the needs of the children continuously resides with the mother. Insofar as his explanation on why he agreed to cancelling classes the children were not interested in, this could be viewed simply as differing parenting styles. The wife's view that the children should take on or commit to programmes that would help them manage their ADHD in particular and her commitment to following through with them shows a parent that was willing to do more to address these issues. It would have been easier to allow the children to drop activities they found uninteresting. It may not however be in their best interest.

17. The husband spoke rather more broadly on the money he had provided to meet the children's expenses.²⁶ While this is certainly important, both seem to have contributed well with the last 4 years seeing a larger contribution by the wife. The larger disparity between the parties appear to be in their respective contributions to the care and well-being of the children. I was of the view that the wife catered towards this more substantially and greater weight for her indirect contributions was accordingly given. Where both parents work, the amount of time available for their children may not differ materially but the nature of care may well be divergent. Other forms of indirect contribution such as that relating to the wife having assisted the husband to secure work at Company X or planning the logistics of the family's move to Singapore, were not taken into account in the decision to award her a higher percentage for her

²⁶ Paragraph 39 of the husband's affidavit of 23/5/2025

indirect contributions. There was little by way of credible evidence to suggest that either did more than the other in these areas.

Adjustments to the average ratio

18. Guided by the court in *ANJ*, I looked at 3 broad categories relating to the length of marriage, the size of the assets and its constituents and the nature of the indirect contributions of the parties²⁷ in addition to several other relevant factors provided under s 112(2) of the Charter in making adjustments to the average ratio and arriving at an appropriate division.

19. Apart from the relevant factors stated in preceding paragraphs, I considered the needs of the children further.

20. The wife suspected that both boys may have Attention Deficit Hyperactive Disorder (ADHD). Assessments indicate that they have the disorder. The second son's condition appears to be one which requires more attention. The road ahead for the wife who will be caring for their day-to-day needs will require a greater and more involved presence and closer care and engagement with the school and support providers. Additionally, the children were until the time they had to move into their current rented premises, used to a lifestyle more luxurious on account of the fact that both parents were earning healthy incomes. With the loss of employment on the wife's part, more than half of the family income is no longer available, bringing with it substantial uncertainty. It is very likely as the wife herself had acknowledged, that their continued stay in Singapore is contingent on her finding suitable work. The wife is 50 years of age and regardless of her skills, her ability to obtain employment at the salary level the family was used to, is unlikely. Providing a buffer to the

²⁷ At paragraph 27 of the Judgment

wife who has the care and control of the children was felt to be needed hence an adjustment was made. Given the relatively modest net value of assets, a 3.5% adjustment was made (which translates to a real value of about \$37 000).

The husband's remuneration package – a lack of full and frank disclosure

21. The wife asserted that “*No one at [Company X] works for the cash they are paid.*”²⁸As part of his company's compensation structure, employees at Company X, earn shares as restricted stock units (RSU). 25% of the shares could be encashed after 1 year of being granted and 75% was similarly cashable every quarter or bi-annually over 4 years after it is granted. Shares were also granted through an employee salary sacrifice scheme (ESPP) and other equity-based instruments. It was the wife's position that the husband dissipated and concealed his share portfolio and associated cash proceeds from the sale of shares.

22. While initially the husband appeared to be saying that rewards for personal work was not a matrimonial asset, submissions by his counsel accepted that vested shares and shares granted but unvested as at the time of the IJ should be retained in the matrimonial pool of assets to be divided. With regards to the vested shares, he provided statements from an E-trade Morgan Stanley Account, the account through which shares are traded, to show its value as at April 2024²⁹ and highlighted also that he had given a sum of \$43 000 to his wife, which he said represented half of the amount he received from the sale of vested shares.³⁰ Dissatisfied, the wife applied for discovery. One of the orders related to the need to produce documents to state the number of shares he owns whether provided by his company or purchased between April 2022 and March 2023. The judge

²⁸ Page 8/9A of NE of 22/8/2025

²⁹ Page 8 of husband's affidavit of 8/11/2024 at Tab 4 and 5

³⁰ Page 13 at paragraph (v) of husband's affidavit of 8/11/2024

who heard the application also noted that apart from the shares granted as part of the remuneration package, there was a need to disclose information on the additional shares purchased through the salary sacrifice scheme for the same period. In his affidavit attempting to comply with the orders, the husband produced instead the E-Trade Morgan Stanley accounts from 2023.³¹ He said³² *“Although the plaintiff requested for information/documents from April 2022, the disclosure sought for by the plaintiff is too extensive and onerous upon me. Further, I fail to see how the old statements would be relevant. I have therefore disclosed the information only from April 2023 onwards (i.e. the period when I moved out) and verily believe such extent disclosure (sic) is sufficient for the court to adequately determine my financial resources”*. This was a position unilaterally taken despite the court order. This threw up many questions with respect to the period before he left the matrimonial home and how those shares were dealt with, including the nature of expenditure from the shares if sold. With respect to the ESPP, a sum of \$1 947 is deducted from his salary every month for its purchase. Information was not forthcoming on the number of shares he had between April 2022 and March 2023, disabling any submission on the prudence of how the sale proceeds, if any, was applied. Even for the period March 2023 to April 2024, he failed to identify the ESPP in the statements exhibited in his compliance affidavit. In his 2nd affidavit for the ancillary matters,³³ he claimed that the E-Trade Morgan Stanley Statements provides details of it while saying at the same time that he sold the shares as soon as he purchased them.³⁴ He made no attempt to show the number of shares he held

³¹ Affidavit of 5/3/2025

³² Ibid.at paragraph 35

³³ Affidavit of 23/5/2025

³⁴ Affidavit of 23/5/2025 at paragraph 77 referring to affidavit of 5/5/2025 filed in compliance with order made for discovery

under the ESPP and how the figures aligned with his position that he utilised the proceeds for credit card loans immediately upon sale. Parties indeed “...*bear a duty to approach the division process with candour, diligence and a genuine commitment to resolution*”.³⁵ An inference was made that the husband failed to fully account for the number of shares he had, in particular that which he purchased through deductions from his salary.

23. Adverse inferences should only be drawn if “*there is a substratum of evidence that establishes a prima facie case against the person against whom the inference is to be drawn and that person had some particular access to the information he is said to be hiding*”.³⁶ There are 2 approaches that will allow an adverse inference arising out of non-disclosure to be effected. One would be for a court to make a finding on the estimated value of undisclosed assets and include that value in the matrimonial pool of assets to be divided. This however would be effective typically, if there is available evidence. It can however be utilised even in the absence of it as seen in *BPC*. The other approach would be for the court to order a higher proportion of the assets to the other party.³⁷ The lack of candour with respect to the true extent of his shares between April 2022 and April 2024 and if they were sold, where that value was deposited and how it was applied required in my view an uplift of 5% to be ascribed to the wife’s share.

24. Looking at the facts in totality and bearing in mind the continued relevance of the broad-brush approach, the following were the ratios for direct

³⁵ *XIB v XIA* [2025] SGHCF 40 at paragraph 55

³⁶ *BPC v BPB* and another appeal [2019] 1 SLR 608 at paragraph 60

³⁷ *WXR v WRY* [2024] SGHC (A) 22 at paragraph 39 referring to *UZN v UZM* [2020] SGCA 109

and indirect contributions, adjustments made to the average ratio and the 5% uplift for failure on the part of the husband to disclose his share portfolio fully in compliance with orders made pursuant to the discovery application.

Table 3: Final Division of Matrimonial Assets

	Wife	Husband
Joint Assets	S\$160 900.23	S\$160 900.25
Sole Assets	S\$241 346.50	S\$496 866.38
Direct Contribution	37.94%	62.05%
Indirect Contribution	65%	35%
Average Ratio	51.47% (51.5)	48.52% (48.5)
Average Ratio adjusted largely on account of needs of children	55%	45%
Adverse Inference arising from failure of	+5%	-5%

husband to account for shares from April 2022		
Final division	60%	40%

Maintenance for the wife and children

25. At the time of the hearing, the wife and children had moved from their previous rented premises, thus necessitating an update of the expenses of the family. The wife provided by way of further submissions a new table of expenses which is reproduced below. Where figures reflected the cost per school term or annually, the monthly cost is reflected by dividing the given figure by the number of months. For ease of reference, the wife's position on some aspects of the expenses are also reflected in the table.

Wife's Monthly Household Expenses (SGD)

Groceries	\$4 000
Rent	\$6 600
Utilities/internet/gas	\$506.02
Transport (some part of this includes transportation to sports games etc for the children)	\$1 500

Medical (children)	Wife's position: To be covered by the husband's insurance during time wife is unemployed. For emergencies, the parent the child is with is to pay and be reimbursed under relevant insurance plans.
Helper (monthly salary at \$1 000 with the remaining for her personal expenses, travel etc)	\$1 600
Maintenance (aircon)	\$40
Maintenance (garden)	\$100
Maintenance of household items (wear and tear)	\$120
Total	\$15 042.40

Monthly Expenses of the children (SGD)

	1st Child	2nd Child
School fees (paid by the husband)	\$4 128.66	\$3 605
School uniforms	\$25	\$25

Books/Stationery	\$15	\$25
Mobile Phone	Paid directly by husband to service provider	Paid directly by husband to service provider
Transportation	\$250	\$250
Medical/Dental	Refer to item on medical under household expenses	Refer to item on medical under household expenses
Haircut	\$60	\$40
Toys/Books etc (some of these being necessary to manage ADHD)	\$40	\$50
Dining Out	\$300	\$250
Outings/Entertainment	\$150	\$100
Clothes	\$120	\$90
Toiletries	\$50	\$30
Supplements	\$52	\$52

Sports Academy	Paid directly by the husband to the service provider	\$152.60
ECA	\$250 per term (\$83.33 per month)	\$250 per term (\$83.33 per month)
Birthday Expenses	\$83.33 (approximately \$1 000 per year)	\$83.33 (approximately \$1 000 per year)
Travel	\$33.33	\$250
Gifts	\$100	\$100
Ipad/accessories	To be paid by husband	To be paid by husband
Bedding/linen etc	\$167	\$167
Total	\$5 657.65	\$5 353.26

26. The appropriate maintenance to be ordered for children is one that reflects a balance between the means of the party paying and the needs of those receiving. S 68 of the Charter makes it clear that the duty to maintain children is placed on both parents. S 127 of the Charter provides for an order of maintenance to be made where a couple divorces or is in the process of doing so. The provisions within Parts 8 and 9 of the Charter apply. Insofar as the maintenance of former wives are concerned, the power to make an order is found in s 113 of the Charter. S 114 goes on to spell out various factors that may be taken into consideration in the determination of what may be reasonable. An

important factor would be the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future, the ages of parties, the standard of living enjoyed by the family prior to the breakdown of the marriage and the responsibilities and needs each party has or is likely to have in the foreseeable future.³⁸

27. Given that the wife was no longer drawing an income from January 2025, the husband's responsibilities became significantly larger. I was mindful that the lack of contribution by the wife at this time should not translate to the husband then providing for the same lifestyle the children were accustomed to as this would cripple him financially. I understand that with divorce and the creation of a new norm including setting up 2 households, has significant impact on the financial situation of families. Clearly adjustments would have to be made. However, it did mean that for this time and until such time the wife finds suitable employment or if the children are compelled to relocate given that the wife's residency in Singapore is linked to her employment here, the husband had to stretch his dollar to meet the needs of the family. What then are his means and expenses? He produced a table as follows:³⁹

Husband's Monthly Expenses (SGD)

Income Tax	\$4 371.25
Groceries/Food etc	\$2 000
Clothing/Shoes	\$200

³⁸ S 114(1)(a)-(d)

³⁹ Affidavit of 23/5/2025 at Annex B which updates the table found in affidavit of 8/11/2024 at Tab 6

Dental/Medical (covered by employers)	\$64 for coverage to be provided
Life Insurance	\$340
Mobile	\$70
Transportation	\$2 000
Credit Card Loan Instalments	\$2 780.01
Rent	\$6 000
SP Services	\$400
Internet etc	\$50
Weekly House Cleaning	\$350
School fees for children	\$7 733.60
Miscellaneous	\$500
Mobile for older child	\$70
Basketball (1 st child)	\$1 000
Rock Climbing (2 nd child)	\$250
Holiday Expenses for children	\$1 333

Total:	\$29 511.86
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28. The husband's income as declared in his affidavit⁴⁰ is \$19 474.67. He declared his net monthly income to be between \$17 000 to \$18 000 as almost S\$2 000 would be deducted for the ESPP scheme⁴¹ and contributions to his SRS. From a quick glance of the expenses of both parties, it is clear that even with the wife working, they were not able to meet expenses. With the wife not working, they need to relook their living expenses and school expenses of the children which are taking up the bulk of the available income. In *VBR v VBS*⁴² the court was of the view that a reasonable parent who is paying maintenance should live within his means and not take on unnecessary financial obligations which would reduce his ability to provide. The husband says that he had taken on accommodation at a relatively high rent of \$6 000 per month to allow the children more space during access. While his wife denies having suggested this need, this is an expense that could be reduced if it is causing an inability to meet other expenses including maintenance. To be clear, I did not think that he was intentionally taking on such an expense to reduce his obligations. Insofar as school expenses are concerned which is taking up a substantial amount, it was a joint decision that the children be placed in an international school in Singapore. It would not be possible to place them in local schools at this time, even if the option were available. The reality is that they need to be kept in school until such time the wife obtains employment which will then allow her to resume her responsibility to maintain the children with their father. In *XPG*

⁴⁰ Paragraph 75 of the husband's affidavit of 23/5/2025

⁴¹ Ibid. at paragraph 77

⁴² [2025] SGHCF 54

v *XPH*⁴³ the court similarly found it to be in the best interests of the child to continue his education at an international school, having already completed 1.5 years there. The court opined that any disruption to the current school arrangement may adversely affect the child's academic progress and emotional well-being. In the case before me, the order enabling the husband to deal directly with the school was to allow for some flexibility in the short-term, (i.e., pending greater certainty in the wife's professional life), in drawing up a payment plan. This is of course subject to the school's agreement. The payment of school fees is not realistically to come from his net salary every month and would need to be drawn from his assets, bonuses and share returns. Documents showing his past annual income is able to meet this if he manages it carefully. Given that the elder child will be sitting for the international GCSE soon, it would be vital that this period of time pass without interruption. Additionally, the school the children are at provide support for students with ADHD.⁴⁴ Conversations as to the long term plans for schooling however would inevitably need to take place.

29. The order of monthly maintenance of \$4 000 per child (\$8 000 per month in total) was ordered on a computation of reasonable expenses as follows:

Table 4:

Accommodation (2/3 of rent of \$6 600)	\$4 400
All extra activities (basketball, rock climbing etc) and payments for mobile phones etc	Approximately \$1 000

⁴³ [2025] SGHCF 45 at paragraph 75

⁴⁴ Page 6A of NE of 22/8/2025

currently paid for by the father to be subsumed within the maintenance order	
Food (including meals outside)	Approximately \$2 000
Clothing/Shoes/Nutritional Supplements/haircuts/books/toiletries/medical and dental not covered by insurance	\$700
Transportation	\$500
Total:	\$8 600

30. Even if only the most basic of expenses are taken into account, the figure stands at \$8 600. I did not take into account many other items which the children were used to having. I also did not include expenditure that a parent with care and control would in any case incur even if she did not have care and control.⁴⁵ The maintenance amount would also need to be utilised to pay for services which the husband is currently paying for. Insofar as medical and dental expenses are concerned, insurance coverage can be activated when needed. For all medical expenses which are not so covered, the maintenance amount would need to be used to meet those. Therefore if the children are to consult a general practitioner and the cost is not covered by insurance, this is to be paid from the maintenance amount. The only exception when the maintenance amount need not be used for medical expenses (which are not covered by insurance) is in the event of hospitalisation as the charges are likely to be high.

⁴⁵ *XPG v XPH* at paragraph 70

31. I allowed a sum of \$1 000 per month as maintenance for the ex-wife for a period of 2 years or until she secures employment, whichever is earlier, so as to provide some assistance with rent and food at this time. I am in agreement with the husband that she had always been financially independent and that they had jointly contributed resources for the maintenance of the family. She did not in the past depend on the provision of spousal maintenance which would typically be of some relevance in deciding if she should be entitled to any, post-divorce. I was of the view however that some support for a limited period against the backdrop of a rather more affluent lifestyle in the past, would be fair.

Conclusion

32. With the unfortunate termination of the wife's employment, a significant source of family income was no longer available, making it important to determine the division of matrimonial assets with the larger interests of the children in mind. This is so especially because parties do not own property and the net value of assets is relatively modest. The maintenance obligation on the husband is not a light one but it is likely to be temporary. The maintenance orders are, in my view, necessary given the need to provide stability to the children both in terms of their living arrangements and their education. The husband would need, as would the wife and children, make rather dramatic changes to lifestyle to meet their long term needs.

Shobha Nair
District Judge

Plaintiff in person;
Stephanie Looi Min Yi (Constellation Law Chambers LLC) for the
Defendant
