

- (1) This judgment DOES/~~DOES NOT~~ need redaction.
(2) Redaction HAS/~~HAS NOT~~ been done.

Chia Wee Kiat
District Judge
7 November 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 122

District Court Appeal No. HCF/DCA 113/2025
FC/D 5738/2023

Between

XSB

... Applicant

And

XSC

... Respondent

GROUND OF DECISION

[Family Law] - [Custody] – [Care and control] – [Access]
[Family Law] - [Matrimonial assets] – [Division]
[Family Law] - [Maintenance] – [Children]
[Family Law] - [Maintenance] – [Wife]

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**XSB
v
XSC**

[2025] SGFC 122

Family Court — D 5738/2023
District Judge Chia Wee Kiat
4 June 2025, 10 September 2025

7 November 2025

District Judge Chia Wee Kiat:

1 The Plaintiff shall be referred to as the “Husband” and the Defendant shall be referred to as the “Wife”.

2 The parties were married on 19 August 2007. The Husband is a senior manager while the Wife is unemployed.¹ They have two teenage sons, [C] and [X], aged 17 and 16 respectively.²

¹ Plaintiff's Written Submissions dated 7 May 2025 (PS1) at [2]; Defendant's Written Submissions dated 7 May 2024 (DWS) at [3].

² Plaintiff's Written Submissions dated 7 May 2025 (PS1) at [3]; Defendant's Written Submissions dated 7 May 2024 (DWS) at [4].

3 The Husband commenced divorce proceedings on 29 November 2023³ and moved out of the matrimonial home in February 2024.⁴ On 20 May 2024, an interim judgment for divorce (“IJ”) was granted on the Husband’s claim and the Wife’s counterclaim. Each cited the behaviour of the other as the reason for the breakdown of the marriage.⁵

4 The ancillary matters that came up before me were as follows:⁶

- (a) custody, care and control and access;
- (b) division of matrimonial assets;
- (c) maintenance for the Wife; and
- (d) maintenance for the children.

5 On 10 September 2025, I delivered my decision with brief grounds. On 23 September 2025, the Husband filed a notice of appeal to the Family Division of the High Court *vide* HCF/DCA 113/2025 against the part of my decision relating to the division of matrimonial assets and maintenance for the Wife.

6 These grounds of decision incorporate my brief grounds with elaboration where required.

³ Plaintiff’s Written Submissions dated 7 May 2025 (PS1) at [4].

⁴ Plaintiff’s Written Submissions dated 7 May 2025 (PS1) at [5].

⁵ Plaintiff’s Written Submissions dated 7 May 2025 (PS1) at [4]; Defendant’s Written Submissions dated 7 May 2024 (DWS) at [6]-[7].

⁶ Plaintiff’s Written Submissions dated 7 May 2025 (PS1) at [7]; Defendant’s Written Submissions dated 7 May 2024 (DWS) at [11].

Custody, care and control and access

7 In any custody proceedings, the paramount consideration is the welfare of the child. In the present case, I was heartened to note that the parties were able to resolve most of the issues relating to the care arrangement for the children. The parties were agreeable to joint custody with care and control to the Wife and reasonable access to the Husband.⁷ Having regard to the submissions of the parties, I made the following orders:

- (a) Parties to have joint custody of the children.
- (b) The Wife shall have care and control of the children.
- (c) The Husband shall have reasonable access to the children as follows:
 - (i) Day access twice a week. The Husband will liaise with the children directly on access arrangements.
 - (ii) The Husband shall be at liberty to have overnight access with the children once he has obtained suitable accommodation conducive for overnight access. Details of overnight access to be discussed and arranged directly between the parties.
- (d) Either party shall be at liberty to bring the children overseas during their school holidays and the travelling party shall give the other parent at least two months' notice in advance of the party's intention to bring the children overseas and provide the other parent details of the travel and itineraries.

⁷ Plaintiff's Written Submissions dated 7 May 2025 (PS1) at [8]; Defendant's Written Submissions dated 7 May 2024 (DWS) at [10] & [12].

- (e) Parties may mutually agree to vary the terms of access.

Division of Matrimonial Assets

The pool of matrimonial assets

8 The starting point in the division exercise is the identification of the total pool of matrimonial assets: see *CVC v CVB* [2023] SGHC(A) 28 (at [44]); *VJZ v VZK* [2024] SGHCF 16 (at [24]). Section 112(10) of the Women’s Charter 1961 (“the Charter”) sets out the definition of “matrimonial asset”. In brief, a matrimonial asset includes any asset which was “acquired during the marriage by one party or both parties to the marriage”: see s 112(10)(b) of the Charter. An asset which was acquired before the marriage is not a matrimonial asset, unless transformed in accordance with the tests in s 112(10)(a)(i) or (ii) of the Charter. Any asset that falls within the definition of “matrimonial asset” under s 112(10) of the Charter is subject to division.

- 9 As noted in *WAS v WAT* [2022] SGHCF 7 (at [4]) (“*WAS v WAT*”):

As a general position, all matrimonial assets and liabilities should be identified at the time of the IJ and valued at the time of the AM hearing. It is noted that the balances in bank and Central Provident Fund (“CPF”) accounts are to be taken at the time of the IJ, as the matrimonial assets are the moneys and not the bank and CPF accounts themselves. Thus, in general, available values as close to the AM hearing date as possible will be used. Nevertheless, where parties had specifically agreed to use a value for the asset or liability as at a different date, I adopted that value instead for this decision.

- 10 The parties helpfully prepared, pursuant to my direction, a Joint Summary of their respective positions. As the Joint Summary was binding on

the parties,⁸ I took into consideration the parties' positions as stated in the Joint Summary in determining the asset pool.

Joint Assets

11 The parties agreed that there were two joint assets, i.e. (a) the matrimonial flat and (b) SCB E\$aver Account number ~ 7130 ("E\$aver").

12 As neither party provided a formal valuation of the matrimonial flat, I took the average of the value of \$1,125,000 proposed by the Husband and the value of \$1,078,000 proposed by the Wife as the estimated market value of the matrimonial flat, i.e. \$1,101,500. The use of the average value is consistent with the broad-brush approach and has been adopted in several precedent cases in similar circumstances: for example, see *WOS v WOT* [2023] SGHCF 36.

13 I adopted the outstanding loan as of 21 October 2024, i.e. \$314,595.94, proposed by the Wife,⁹ instead of \$316,558.31 as of 31 August 2024 proposed by the Husband,¹⁰ since "in general, available values as close to the AM hearing date as possible will be used": see [9] above. Consequently, the net value of the matrimonial flat to be included in the asset pool was \$1,101,500 less \$314,595.94, i.e. \$786,904.06.

14 As regards the E\$aver, I adopted the value of \$21,839.11 as of August 2024 proposed by the Husband,¹¹ instead of \$21,454.11 as of 22 October 2024

⁸ See *XEB v XEC* [2024] SGHCF 37.

⁹ Joint Summary – Matrimonial Home, Defendant's Position on Value.

¹⁰ Joint Summary – Matrimonial Home, Plaintiff's Position on Value.

¹¹ Joint Summary – SCB E\$Saver Account number ~ 7130, Plaintiff's Position on Value.

proposed by the Wife,¹² since the value proposed by the Husband was closer to the IJ date: see [9] above.

Husband's Assets

15 I noted from the Joint Summary that the Husband's assets to be included in the asset pool for division were largely undisputed. The parties agreed that the insurance policies purchased by the Husband's parents for him prior to the marriage were to be excluded from the asset pool. This was consistent with the definition of matrimonial asset under s 112(10) of the Charter.

16 The main dispute related to the HSC insurance policies purchased for the children in 2010 and 2017.¹³ The Husband proposed to exclude these policies from the asset pool and he would continue to pay for the monthly premiums.¹⁴ While the Husband's intention was commendable, I noted that there was no agreement on this issue. In the circumstances, it was appropriate to include the surrender values of these policies in the asset pool in line with established principles: see *WXA v WXB* [2024] SGHCF 22 (at [33] & [36]) and *VRJ v VRK* [2024] SGHCF 29 (at [10]).

Wife's Assets

17 I noted from the Joint Summary that the Wife's assets to be included in the asset pool were not disputed.

¹² Joint Summary – SCB E\$Saver Account number ~ 7130, Defendant's Position on Value.

¹³ Joint Summary – Policies for the children, Plaintiff's submissions.

¹⁴ *Ibid.*

Total value of asset pool

18 In the circumstances, the total value of the asset pool for division was \$1,738,817.95, as tabulated below:

S/n	Asset	Value	
Joint Assets			
1	Matrimonial Flat	\$786,904.06 ¹⁵	
2	SCB E\$Saver Account No ~7130	\$21,839.11 ¹⁶	
	Subtotal (Joint Assets)		\$808,743.17
Husband's Assets			
1	Car	\$66,701.20	
2	Securities holdings held with SCB	\$13,154.76	
3	UOB one Current Account ~ 390-5	\$22,485.99	
4	OCBC 360 Account ~ 7001	\$4,270.17	
5	SCB Bonus\$aver account ~ 318-3	\$268,926.36	
6	SCB Securities Settlement Account ~ 096-9	\$58,084.80	
7	SCB Investment Funds	\$10,498.39	
8	CPF monies	\$343,181.32	
9	HSBC Inspire Flexi Protector Life Policy ~ 5653	\$5,263.41	
10	HSBC Inspire Flexi2 Life policy ~8504	\$13,563.93	
	Subtotal (Husband's Assets)		\$806,130.33
Wife's Assets			
1	POSB Savings ~ 173-5	\$591.92	
2	OCBC Young Savers Bank account ~ 6069	\$1,516.71	
3	OCBC Joint Account ~ 0002	\$924.09	
4	CPF monies	\$96,401.42	

¹⁵ See [13] above.

¹⁶ See [14] above.

5	Great Eastern Life Insurance Company Wealth Accumulation Smart Invest SP policy number ~ 0367	\$7,686.25	
6	Great Eastern Life Insurance Policy Life Protection FlexiLife 10 series 2 policy number ~ 9891	\$16,824.06	
	Subtotal (Wife's Assets)		\$123,944.45
	Total Value of Asset Pool		\$1,738,817.95

Proportion of division

19 In *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”), the Court of Appeal (“CA”) set out a structured approach towards the division of matrimonial assets under s 112 of the Charter. The structured approach involves three broad steps by which the ratio of the parties’ direct contributions is first ascertained, relative to that of the other party. This is followed by ascribing a second ratio of the parties’ indirect contributions, relative to that of the other party and finally deriving the parties’ overall contributions relative to each other by taking an average of the two ratios (see *Twiss, Christopher James Hans v Twiss, Yvonne Prendergast* [2015] SGCA 52 at [17]). In *TNL v TNK* [2017] 1 SLR 609 (“*TNL*”), the CA had the occasion to revisit *ANJ*. In particular, the CA noted (at [41], [43] and [45]) and that while the *ANJ* approach works well in “Dual-Income Marriages”, the approach should not be applied to “Single-Income Marriages” as the approach “tends to unduly favour the working spouse over the non-working spouse”.

20 The Husband submitted that the *ANJ* structured approach ought to be adopted. As the Wife was gainfully employed for approximately half of the length of the marriage from 2007 to 2015, he argued that the marriage did not

fall within the Single-Income Marriage envisaged in *TNL*.¹⁷ The Wife, on the other hand, contended that although she had worked from 2007 to around 2015, she was the primary homemaker and as such, the *TNL* approach would be applicable.¹⁸

21 The concept of a Single-Income Marriage articulated in *TNL* was considered by the Appellate Division of the High Court (“AD”) in *WXW v WXX* [2024] SGHCF(A) 2 (“*WXW v WXX*”). Debbie Ong JAD, delivering the judgment of the court *ex tempore*, explained (at [13]) as follows:

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.

22 The learned judge highlighted that just because one spouse earns far less than the other does not render the partnership a Single-Income Marriage.¹⁹ 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.²⁰ 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.²¹ The determination of the primary roles carried out by each party is based on the facts

¹⁷ Plaintiff’s Written Submissions dated 7 May 2025 (PS1) at [31].

¹⁸ Defendant’s Written Submissions dated 7 May 2024 (DWS) at [76] to [78].

¹⁹ *WXW v WXX* at [13].

²⁰ *Ibid.*

²¹ *Ibid.*

and circumstances of each case.²² A homemaker spouse in a Single-Income Marriage is the primary homemaker, not just a spouse who does some or even substantial homemaking.²³

23 As further noted by the learned judge (at [15] and [16]):

15 Family law on the division of assets has always emphasised the important roles of both spouses, where each spouse may contribute different efforts in breadwinning and homemaking. Thus, if the spouses have decided on a certain arrangement such that one spouse cares for the children and home while the other provides financially for the family, the law gives equal recognition to both types of efforts. The joint marriage partnership is built on the spouses' joint and complementary roles where the breadwinner can focus on his or her career, assured that the children and home are well cared for by the homemaker spouse (and vice-versa) ...

16 Thus, whichever approach is applied, a just outcome must give sufficient recognition to the contributions of both spouses whether the spouse concentrates on the breadwinning or homemaking role ...

24 The learned judge further emphasised that parties should not apply the *ANJ* and *TNL* approaches as if they are “technical” rules, overlooking the very rationale behind them.²⁴ Whether the task is in assessing the parties' indirect contributions under the *ANJ* approach or determining whether a spouse is a primary homemaker in a Single-Income Marriage, the same principles are relevant – a broad-brush approach must be applied in assessing indirect and homemaking contributions, which should discourage needless acrimony during the divorce proceedings.²⁵

²² *WXW v WXX* at [14].

²³ *Ibid.*

²⁴ *WXW v WXX* at [17].

²⁵ *WXW v WXX* at [18].

25 Having regard to the guidance provided by the AD in *WXW v WXX*, I was of the view that the *TNL* approach would be more appropriate on the facts and circumstances of the present case. Although the Wife was gainfully employed for approximately half of the length of the marriage, this did not, without more, transform the marriage into a dual-income one, contrary to the Huband's assertion.

26 The case of *VIG v VIH* [2020] SGHCF 16 ("*VIG v VIH*"), where the wife had similarly worked for about half the length of the marriage, aptly illustrates the point. In *VIG v VIH*, the parties were married in 2005. The wife was a homemaker at the time of the ancillary matters hearing. Prior to that, she was working as a lawyer. She worked for about a year while in France, and also worked from 2009 to 2013 in Singapore. The court, taking guidance from the Family Division's decision in *UBM v UBN* [2017] 4 SLR 921 at [48]–[50], held (at [63]) as follows:

Hence, it is not the case that as soon as one spouse works any amount of time that the marriage cannot be treated as a "Single-Income Marriage" and that the structured approach in *ANJ* must apply. In my view, the present case falls within the scope of a "Single-Income Marriage" even though the Wife had worked for slightly under half of the marriage.

27 In the recent decision of the Family Division in *XPA v XPB* [2025] SGHCF 57 ("*XPA v XPB*"), Mavis Chionh J accepted the wife's submission that the marriage was a long Single-Income Marriage. The learned judge held (at [125]) as follows:

While it is true that the Wife worked for 28 years out of the 34 years of the marriage, I do not consider that this detracts from the fact that she discharged a primarily homemaking role. I agree with the Wife's submission that her position is analogous to that of the wives in *Yow Mee Lan* and *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520. It will be recalled that both cases were cited by the Court of Appeal in *TNL v TNK* as examples of Single-Income marriages.

28 While *XPA v XPB* was decided after my decision in this matter and was not considered at the time, it lends further support to my conclusion that the Wife's employment did not necessarily render this a Dual-Income Marriage. Notably, in *XPA v XPB*, the wife had worked for substantially more than half the length of the marriage, i.e. 28 years out of 34 years of the marriage.

29 In the final analysis, as noted by the AD in *WXW v WXX*, what is called for is a qualitative assessment of the roles played by each spouse in the marriage relative to each other. On the evidence before me, it was clear that the Wife's primary role throughout the marriage remained that of a homemaker. It was not disputed that the Wife had been the primary caregiver for the children since they were born.²⁶ Indeed, the Husband acknowledged as follows:²⁷

... I acknowledge that that the Defendant had been the primary caregiver of the children. It was with this in mind, and also subject to the children's wishes to continue staying at the family home that I propose that care and control be granted to the Defendant while I have reasonable access to the children.

30 The Wife bore the additional responsibility of managing [C]'s psychological and behavioural condition as he had been diagnosed with Autism Spectrum Disorder.²⁸ This required her particular attention as [C] often exhibited aggressive behaviour and behavioural outbursts.²⁹ Much of the Wife's energy was expended on managing [C]'s behaviour and improving his behavioural symptoms, while caring for [X] at the same time.³⁰ She was the main contact person for both their teachers and therapists, which gave her a

²⁶ Defendant's Written Submissions dated 7 May 2024 (DWS) at [85].

²⁷ Plaintiff's AOM dated 24 September 2024 (P1) at [27(h)].

²⁸ Defendant's Written Submissions dated 7 May 2024 (DWS) at [86].

²⁹ *Ibid.*

³⁰ *Ibid.*

better understanding of the needs, strengths and weaknesses of the children.³¹ Despite suffering from Major Depressive Disorder³² herself, she gave her best efforts to the children and the family.³³

31 The Wife said that she never had the assistance of any domestic helpers³⁴ and managed all aspects of childcare and household responsibilities.³⁵ During the first eight years, she took multiple annual leaves to manage the children's health checkups, therapy sessions and sickness.³⁶ She stayed overnight at the hospital as a caregiver to support her child's recovery during hospitalization.³⁷ She advocated for [C]'s wellbeing over the years, which led to a referral to IMH's Child Guidance Clinic ("CGH") in 2023 after extensive interventions from the schools and the family service centre.³⁸ She accompanied [C] to every appointment at IMH, leading to a diagnosis based on DSM-5 criteria.³⁹ She actively liaised with various stakeholders, including school teachers, counsellors and social workers from the family service centre, and community organisations like TOUCH and SPIN, to ensure the wellbeing of the children.⁴⁰

³¹ Defendant's 2nd AOM dated 25 March 2025 (D2) at [35].

³² See medical report dated 2 January 2024 exhibited at Defendant's 2nd AOM dated 25 March 2025 (D2) at pp 147 – 148.

³³ Defendant's 2nd AOM dated 25 March 2025 (D2) at [46].

³⁴ Defendant's Written Submissions dated 7 May 2024 (DWS) at [86].

³⁵ Plaintiff's AOM dated 24 September 2024 (P1) at [19(a)].

³⁶ Plaintiff's AOM dated 24 September 2024 (P1) at [19(g)].

³⁷ Plaintiff's AOM dated 24 September 2024 (P1) at [19(n)].

³⁸ Plaintiff's AOM dated 24 September 2024 (P1) at [19(h)].

³⁹ Plaintiff's AOM dated 24 September 2024 (P1) at [19(o)].

⁴⁰ Plaintiff's AOM dated 24 September 2024 (P1) at [19(i)].

32 The Wife said that she supported the children's adaption to their schools by actively participating in volunteer opportunities, which earned her Partners Awards from both their primary and secondary schools.⁴¹ She organised birthday parties for the children,⁴² facilitated their social development by arranging for outings with their friends, participated in additional talks and meetings regarding their education and wellbeing,⁴³ and engaged them in physical activities outside the home,⁴⁴ such as enrolling them in Wushu classes.⁴⁵ She tutored the children in their academic subjects,⁴⁶ taught them essential life skills to foster responsibility and independence,⁴⁷ provided emotional support and instilled good values,⁴⁸ and celebrated their significant milestones, such as when the children became student counsellors and [X] receiving the Edusave Character Award.⁴⁹

33 The Wife said that as the primary caregiver for both children, the responsibility of taking the children to medical appointments, therapist appointments, and taking care of them when they were sick often fell on her. More often than not, she was the parent who took leave from work to care for the children.⁵⁰ As she was struggling to manage both children alongside full-time work and was responsible for taking the children to their regular therapist

⁴¹ Plaintiff's AOM dated 24 September 2024 (P1) at [19(q)].

⁴² Plaintiff's AOM dated 24 September 2024 (P1) at [19(j)].

⁴³ Plaintiff's AOM dated 24 September 2024 (P1) at [19(m)].

⁴⁴ Plaintiff's AOM dated 24 September 2024 (P1) at [19(j)].

⁴⁵ Plaintiff's AOM dated 24 September 2024 (P1) at [19(q)].

⁴⁶ Plaintiff's AOM dated 24 September 2024 (P1) at [19(d)].

⁴⁷ Plaintiff's AOM dated 24 September 2024 (P1) at [19(e)].

⁴⁸ Plaintiff's AOM dated 24 September 2024 (P1) at [19(f)].

⁴⁹ *Ibid.*

⁵⁰ Plaintiff's 2nd AOM dated 20 January 2025 (P2) at [13].

visits, she resigned in 2015 from her job to be a stay-home mother to look after the children.⁵¹

34 The Wife said that in 2019, [C] started to exhibit increasingly aggressive and violent tendencies.⁵² She felt that her full-time attention was necessary to manage [C]’s physical violence, as well as to protect [X] from [C]’s aggressive outbursts.⁵³ Consequently, it was not possible for her to return to work and give both children the necessary care.⁵⁴

35 The Husband’s position was unsympathetic and dismissive. The Husband said that the Wife was constantly obsessed with finding that there was something wrong with the children and sought to unilaterally impose her beliefs on him and the therapists and counsellors.⁵⁵ However, the assessment and diagnostic report from CGH dated 7 March 2024⁵⁶ showed that [C] was referred by the Polyclinic⁵⁷ because of concerns about his anger management, excessive online gaming, self-harm, aggressive behaviours directed at family members and passive suicidal ideation. The referral letter from the Polyclinic noted, among other things, that [C] displayed “violence (says he will kill himself, will hit mother – punch mother, younger brother – force grab” and “[h]ear voice

⁵¹ Plaintiff’s 2nd AOM dated 20 January 2025 (P2) at [14], [18]-[19].

⁵² Plaintiff’s 2nd AOM dated 20 January 2025 (P2) at [22].

⁵³ *Ibid.*

⁵⁴ *Ibid.*

⁵⁵ Defendant’s 2nd AOM dated 25 March 2025 (D2) at [19].

⁵⁶ Defendant’s AOM dated 23 October 2024 (D1) at pp 50 – 63.

⁵⁷ Defendant’s 2nd AOM dated 25 March 2025 (D2) at pp 15 – 16.

calling his name” and had “suicidal verbalisation this week, monday/tuesday, punch his own head”.⁵⁸

36 The report noted, *inter alia*, that the Social Responsiveness Survey completed by his form teacher suggested deficiencies in social behaviour that were clinically significant and might lead to mild to moderate interference with everyday interactions. The clinical picture that emerged was described as Autism Spectrum Disorder as defined by DSM-5.

37 The report noted that [C] may struggle with social cues and meaning behind verbal and non-verbal messages and instructions, and he may also have difficulty reading facial expressions. The report recommended for [C] to continue to receive therapy sessions in the Neurobehavioral Clinic (Autism Services) and that it would be helpful for teachers to play a patient, understanding and supportive role in school. The report further recommended that the parents could benefit from further psychoeducation to help them better understand the disorder and support [C]’s needs.

38 The report by CGH, which bore out the Wife’s concerns, demonstrated the Wife’s attentiveness and commitment as the primary caregiver, which stood in stark contrast to the Husband’s dismissive attitude and troubling lack of insight into [C]’s developmental needs. The Husband’s suggestion that the Wife “wanted a medical opinion that she could use as an excuse and pretext that she needed to be home to care for [C] and hence, not look for a job”⁵⁹ could not be taken seriously. In my view, it reflected a cavalier disregard for the

⁵⁸ See Polyclinic’s Referral to Psychiatry – Non Epic dated 9 September 2022 exhibited at Defendant’s 2nd AOM dated 25 March 2025 (D2) at pp 15 – 16.

⁵⁹ Plaintiff’s AOM dated 24 September 2024 (P1) at [27(f)].

circumstances that prompted the Wife to seek medical attention for [C] and the tremendous burden she had been shouldering.

39 In an attempt to show that the Wife became a stay-at-home mother by circumstance and not by choice, the Husband sought to portray the Wife as a job-hopper, pointing out critically that she did not last for more than six months in several of her jobs.⁶⁰ The Husband also said that the Wife was forced to resign in many of her jobs as her superiors had found her performance to be sub-par.

40 Yet, I noted that the Wife had remained in her employment for a continuous period of almost five years before her resignation.⁶¹ By any account, this could not be considered a short period of employment. While it was not disputed that the Wife was asked to resign,⁶² this must be considered in the context of the realities she faced – having to balance full-time employment with the care of both children, one of whom has special needs - a circumstance that further underscored her role as the primary caregiver.

41 Although the Husband disputed the extent of the contributions made by the Wife and the sacrifices she had made for the family,⁶³ the objective facts showed that the Wife had been the primary caregiver of the children since birth and had been a full-time homemaker since 2015. The Wife's employment for half of the marriage did not alter the fact that this was, in substance, a Single-

⁶⁰ Plaintiff's 2nd AOM dated 20 January 2025 (P2) at [21].

⁶¹ Plaintiff's 2nd AOM dated 20 January 2025 (P2) at [11].

⁶² Defendant's 2nd AOM dated 25 March 2025 (D2) at [14].

⁶³ Defendant's 2nd AOM dated 25 March 2025 (D2) at [8] to [28].

Income Marriage. A qualitative assessment of the roles played by each spouse relative to each other showed that she discharged the primarily homemaker role.

42 As the Husband had premised his submissions on the basis of the *ANJ* structured approach, I invited him to provide a supplementary submissions on the basis of the *TNL* approach. In his supplementary submissions, the Husband submitted as follows:⁶⁴

We submit that if however this Honourable Court is not minded to apply *ANJ v ANK* structured approach to the facts of the case and is indeed minded to apply the *TNL* approach, we submit that the outcome ought not to be deviated substantially between the two approaches and regardless of the approach adopted after giving regard to all the circumstances of the case as stipulated paragraph 112(2) of the Women's Charter, we submit that the decision must accurately reflects the respective parties' contributions or lack thereof during the marriage.

43 In my respectful view, the Husband's contention that that the outcome "ought not to be deviated substantially between the approaches" was not an accurate articulation of the legal position. The fact that the court must give sufficient recognition to the contributions of both spouses whether the spouse concentrates on the breadwinning or homemaking role did not mean that the outcome would be substantially the same whichever approach was taken. It was precisely because the *ANJ* structured approach "tends to unduly favour the working spouse over the non-working spouse" that the CA in *TNL* found it necessary to provide for a different approach for Single-Income Marriages, in line with the philosophy of marriage being an equal partnership.

44 In determining the proportion of division in Single-Income Marriages, the trend in past cases is relevant. As noted in *BOR v BOS* [2018] SGCA 78 (at

⁶⁴ Defendant's Supplemental Submissions dated 2 July 2025 (PS2) at [5].

[113]), the trend in “moderately lengthy marriages” of around 15 to 18 years was towards awarding the homemaker wife about 35% to 40% of the matrimonial assets. In the present case, the length of the marriage was about 16 years and 9 months as of the date of the IJ. Taking into consideration all the circumstances of the case, including the responsibility of caring for two children, one of whom has special needs, I found it just and equitable to award the Wife the higher end of the range, i.e. 40% of the asset pool.

45 The final division ratio as such was 60 (Husband) : 40 (Wife).

Consequential orders

46 The total value of the asset pool was \$1,738,817.95.

47 The Wife’s 40% share of the asset pool was \$695,527.18 and the Husband’s 60% share of the asset pool was \$1,043,290.77.

48 Although the Husband wanted to be given the first option to take over the matrimonial flat⁶⁵ and had also indicated that he would prefer to have the matrimonial flat sold in the open market than transferring it to the Wife,⁶⁶ I was of the view that the Wife should be given the first right of retaining the matrimonial flat given the needs of the children: see s 112(2)(c) of the Charter; *VWM v VWN* [2023] SGHC(A) 4 (at [18]).

49 The total value of the assets in the Wife’s sole name and the matrimonial flat was \$910,848.51 (\$123,944.45 add \$786,904.06). Hence, if the Wife chooses to exercise her right to retain the matrimonial flat, the amount to be paid

⁶⁵ Defendant’s Written Submissions dated 7 May 2024 (DWS) at [45(f)].

⁶⁶ Defendant’s 2nd AOM dated 25 March 2025 (D2) at [34].

to the Husband would be \$215,321.33 (\$910,848.51 less \$695,527.18) and \$X (being the payment made by the Husband towards the outstanding housing loan after 21 October 2024).

50 In the circumstances, I made the following orders on the division of matrimonial assets:

(a) The Wife shall have the first right to take over the Husband's rights, title and interest in the matrimonial flat. The Wife shall inform the Husband of her decision within 6 months from the date of the Final Judgment.

(b) In the event that the Wife chooses to exercise her said right, the Husband's rights, title and interest in the matrimonial flat shall be transferred (other than by way of sale) to the Wife upon the Wife making a partial CPF refund of \$215,321.33 and \$X (being the payment made by the Husband towards the outstanding housing loan after 21 October 2024) to the Husband's CPF account. Parties shall bear the costs of the transfer equally.

(c) In the event that the Wife chooses not to exercise her right in accordance with clause (a) above, the matrimonial flat shall be sold in the open market at or above market value within 18 months from the date of the Final Judgment. The sale proceeds shall be apportioned as follows:

- (i) To make full payment of the outstanding housing loan.
- (ii) To pay all costs and expenses incidental and relating to the sale of the matrimonial flat.

- (iii) To reimburse each party for payments made towards the outstanding housing loan after 21 October 2024.
- (iv) The balance sale proceeds shall be divided between the parties in such a way that the total value of the share of the asset pool received by each party must reflect the final division ratio ordered.
- (v) Each party shall pay the requisite CPF refunds to his or her own CPF account in accordance with applicable CPF laws.
- (vi) The Registrar of the Family Justice Courts under s 31 of the Family Justice Act 2014 is empowered to execute, sign, or indorse all necessary documents relating to the transfer or sale of the matrimonial flat pursuant to this order on behalf of either party should either party fail to do so within 7 days of written request being made.
- (vii) The Husband shall retain the balance in the Joint bank account SCB E\$Saver account ~ 7130.
- (viii) Each party shall retain all other assets in their respective names.

Spousal Maintenance

51 The Husband proposed to pay \$1,000 a month for six months as the Wife's maintenance. Thereafter there should be no spousal maintenance for the

Wife.⁶⁷ On the other hand, the Wife sought \$1,250 per month for spousal maintenance for an indefinite period.⁶⁸

52 The power to order maintenance in favour of a former spouse is supplementary to the power to order the division of matrimonial assets. The court takes into account each party's share of the matrimonial assets when assessing the appropriate quantum of maintenance for a former spouse: see *WRX v WRY* [2024] SGHC(A) 22 ("*WRX v WRY*") (at [57]). It is also a trite principle of law that an "order of maintenance is not intended to create life-long dependency by the former wife on the former husband". A former wife "ought to try to regain self-sufficiency": see *XKT v XKU* [2025] SGHCF 27 (at [83]).

53 While I found the sum of \$1,000 per month proposed by the Husband to be reasonable, I did not think that this was an appropriate case to fix a duration. The Wife had been out of the workforce for more than 10 years and faced significant issues with her mental and physical health.⁶⁹ In addition, she would have to take care of the children as the parent with sole care and control. This must, no doubt, be challenging, given that [C] is a child with special needs.⁷⁰ In the event that the matrimonial flat is sold, she would face the additional challenges of helping the children adjust to a new environment. Given these circumstances and the uncertainty that lies ahead, it was simply unrealistic to fix a timeline at this point in time. In any event, the law allows for a variation in the event of a material change in circumstances even if a timeline was not specified.

⁶⁷ Plaintiff's Written Submissions dated 7 May 2025 (PS1) at [45(e)].

⁶⁸ Defendant's Written Submissions dated 7 May 2024 (DWS) at [58] and [90(e)].

⁶⁹ Defendant's Written Submissions dated 7 May 2024 (DWS) at [63].

⁷⁰ Defendant's Written Submissions dated 7 May 2024 (DWS) at [86].

54 In the circumstances, I ordered the Husband to pay the Wife spousal maintenance of \$1,000 per month with effect from 15 September 2025 and thereafter on or before the 15th of each month into a bank account to be specified by her.

Child Maintenance

55 The Wife's position was that the sum of \$2,500 (\$1,250 per child) should be paid to her monthly, and that medical and dental bills should be paid on a reimbursement basis.⁷¹

56 The Husband's position was that he would contribute \$850 a month for each child, i.e. totalling \$1,700 a month. He sought to pay the monthly sums to the children directly. In addition, the Husband would also pay for the listed expenses at paragraph 45(c) of his Written Submissions⁷² directly. He also proposed that upon the Wife procuring gainful employment, she was to bear 50% of the children's fees, school-related expenses, medical and dental expenses.⁷³

57 As noted by the AD in *WRX v WRY* (at [62]):

At the outset, we emphasise that parties should not take an overly mathematical or calculative approach to the children's maintenance. An order for maintenance should not be based on the parties curating a list of specific expenses, as if each item on the list represents an item to be specifically provided for. While parties should submit a list of the current expenses of the children in order to provide the court (and the other party) with the children's likely monthly expenses, a maintenance order does not cast those listed items in stone as if only those specific expenses are allowed to be incurred for the children.

⁷¹ Plaintiff's Written Submissions dated 7 May 2025 (PS1) at [25] and [39].

⁷² Defendant's Written Submissions dated 7 May 2024 (DWS).

⁷³ Plaintiff's Written Submissions dated 7 May 2025 (PS1) at [45(c)-(d)].

Instead, the assessment of reasonable monthly expenses upon which the order for maintenance is made is based on broad budgeting rather than the itemisation of specific expenses (*WBU v WBT* [2023] SGHCF 3 (“*WBU*”) at [10]–[11]).

58 As regards the parties’ obligations to maintain the children, the following observations of the court in *XOY v XOZ* [2025] SGHCF 49 (at [138]) were instructive:

I next consider the appropriate contributions of the parties to C2’s expenses. It is statutorily provided in s 68 of the Women’s Charter that each parent has a legal duty to maintain his or her children. In *AUA* at [41], the Court of Appeal described that the principle of common but differentiated responsibilities undergirds the provision – “both parents are equally responsible for providing for their children, but their precise obligations may differ depending on their means and capacities”. By way of comparison, I refer to *TIT v TIU and another appeal* [2016] 3 SLR 1137 (“*TIT*”), which was referred to by the Court of Appeal in *AUA*. In *TIT*, the court did not order the Wife to contribute to the maintenance of the children because she had no income at all; at [63]. In contrast, in the present case, the Wife is drawing an income. I find the Husband’s approach, based on the ratio of their respective incomes, to be fair.

59 Applying the broad budgeting approach, I found the maintenance sought by the Wife for each child to be reasonable. Indeed, I noted that the difference between the parties’ positions was not that far apart. As the Wife was the parent with care and control of the children and hence bore the responsibility of managing the daily expenses of the children, the maintenance ought to be paid directly to her. Of course, if the Husband wishes to give any additional pocket money to the children out of love for them, he is at liberty to so. Indeed, this will be most commendable. With regard to the Husband’s request to fix a quantum for the Wife’s contribution to the children’s maintenance upon procuring gainful employment, I was of the view that it would be premature for the court to do so. Among other things, the Wife’s income, which is a relevant

factor in apportioning the parties' contributions, would only be known when she has obtained gainful employment.

60 In the circumstances, I ordered the Husband to pay a monthly sum of \$2,500 (\$1,250 per child) with effect from 15 September 2025 and thereafter on or before the 15th of each month into a bank account to be specified by the Wife. In addition, the Husband is to pay for the medical and dental bills of the children on a reimbursement basis.

Costs

61 As noted in *WRX v WRY* (at [75]), the usual costs order in ancillary matters proceedings on financial relief is for parties to bear their own costs. As there was nothing exceptional in the present case to depart from the usual position, I ordered each party to bear its own costs.

Chia Wee Kiat
District Judge

Ms Looi Min Yi Stephanie (Constellation Law Chambers LLP)
for the plaintiff;
Defendant-in-person