

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

Muhammad Hidhir Bin Abdul Majid

District Judge

12 August 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGFC 83

FC/D 34/2024
HCF/DCA 74/2025

Between

XQF

... Plaintiff

And

XQG

... Defendant

GROUND S OF DECISION

[Family Law] – [Maintenance] – [Child]

[Family Law] – [Matrimonial Assets] – [Division]

[Evidence] – [Adverse Inference]

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XQF
v
XQG

[2025] SGFC 83

Family Court — Divorce No 34 of 2024
District Judge Muhammad Hidhir Bin Abdul Majid
7 May, 15 May, 24 June 2025

12 August 2025

District Judge: Muhammad Hidhir Bin Abdul Majid

Introduction

1 This is an appeal against the ancillary orders made upon divorce between the Plaintiff (“Wife”) and the Defendant (“Husband”). On 24 June 2025, I made the following orders:

- a) The parties shall have joint custody of the child with care and control to the Wife.
- b) Access:

- i) Supervised visitation to be carried once a week for 2 hours at a family service centre for 8 sessions after which a report will be prepared by the centre for the court's consideration.
- ii) Both parties will attend counselling on managing familial conflict and child's well-being. At the end of the sessions, a report will be prepared for the court's consideration.
- iii) Unless ordered otherwise, on conclusion of the 8 sessions,
 - (a) The Husband shall have 2 hours of supervised access on Saturdays from 1 pm to 3 pm or such other mutually agreed time until further order.
 - (b) Parties to provide the court with their agreed access arrangements, if any, and if there is no such agreement, their final proposal on access, to be filed and exchanged 2 weeks after the last session of supervised visitation session for the court's consideration.
- c) Child maintenance
 - i) The Husband is to pay the Wife the sum of \$1,050 for maintenance of the child and 50% of the school fees with effect from 1 June 2025.
 - ii) In addition, for medical or dental expenses, the Husband is to pay 50% of any expenses not claimable by any party's employment benefit, payable on reimbursement basis within 7 days of any request to pay from the Wife.

- iii) In respect of the insurance policy under AIA Guaranteed Protect Plus (IV), in the event of any payout or surrender of the policy and payment is being made to the Wife instead of for the benefit of the child, the Wife shall handover 50% of the amounts received to the Husband.
- iv) Payment of child maintenance to be made into the Wife's designated account.
- d) No maintenance payable for the Wife.
- e) Division of Assets
 - a) The Wife shall retain the matrimonial home (referred to as the "Apartment") in her sole name and shall pay the Husband the sum of \$651,045 within 3 months from the date of the order.
 - b) The Husband shall vacate the Apartment within one (1) month from the date of the order in good condition.
 - c) Each party shall retain all other assets (other than the Apartment) in their respective names.
- f) Each party to bear his or her own costs.

2 The Husband has appealed against the order for maintenance for the child and the division of matrimonial assets.

Background

3 The parties were married on 12 October 2019 and a child was born in April 2023. On 3 January 2024, the Wife commenced divorce proceedings on account of the Husband's unreasonable behaviour. On 5 January 2024, the Husband filed a counterclaim on account of the Wife's unreasonable behaviour.

4 Interim Judgment was granted on the claim and counterclaim on 20 May 2024 after a period of 4 years and 7 months of marriage.

Affidavits and Submissions

5 The Wife filed the following affidavits:

(a) 1st Affidavit of Assets and Means filed on 7 August 2024 ("PAOM1").

(b) 2nd Affidavit of Assets and Means filed on 3 January 2025 ("PAOM2").

(c) 3rd Affidavit of Assets and Means filed on 3 March 2025 ("PAOM3").

6 The Husband filed the following affidavits:

(a) 1st Affidavit of Assets and Means filed on 7 August 2024 ("DAOM1").

(b) 2nd Affidavit of Assets and Means filed on 3 January 2025 ("DAOM2").

(c) 3rd Affidavit of Assets and Means filed on 3 March 2025 ("DAOM3").

7 The Wife and Husband submitted their respective written submissions on 30 April 2025. The ancillary matters were heard on 7 and 15 May after which clarifications were sought on certain issues before the decisions were made on 24 June 2025.

Child's maintenance order

8 The power of the court to order maintenance for children is found in section 127 of the Women's Charter 1961. Section 127(2) provides that the provisions of Parts 8 and 9 apply to such applications with the necessary modification. Section 68 provides that a parent has the duty to maintain or contribute to the maintenance of his or her children by providing them with such accommodation, clothing, food and education as may be reasonable having regards to his or her means and station in life or by paying the cost thereof. Under section 69(4), the court is to have regard to all the circumstances of the case including the matters set out in the subsection.

Parties' Income

9 The Wife did not seek any maintenance for herself and only sought reasonable maintenance for the child who was about 2 years old at the time of the hearing.

10 The Wife was a business development manager earning an average salary of \$13,266 and a monthly net salary of \$10,387. The Husband was a legal affairs manager earning an average salary of \$14,490 and a monthly net salary of \$10,732.

11 The Husband submitted that his monthly expenses amounted to \$12,584.42 which exceeded his net salary. The Wife argued that his monthly

expenses were inflated to project an impression that he did not have sufficient funds to maintain the child. She extracted his breakdown of expenses and set out her replies against each item to show the expenses were either exaggerated, speculative and devoid of evidence or supporting documents¹. His monthly expenses included anticipated expenses post-divorce for mortgage which was stated as \$4,000 and utility bill of \$100.

12 The Wife submitted that her personal expenses amounted to \$6,649.40.²

13 Having considered the evidence and submissions, I agreed with the Wife that the Husband's monthly expenses were inflated and exaggerated and rejected his claim that his expenses exceeded his income and that he did not have sufficient funds to maintain the child.

Wife's case

14 The Wife submitted the following computation for the child's expenses³:

	Items	Amount (\$)
1	Food	500
2	Medical insurance	205.22
3	Medical and dental	100
4	Child's utilities	100
5	Books, Diapers, Baby bibs, Wet Wipes, Clothes, Shoes, Vitamins, Supplements	300
6	Helper's Salary	900
7	Helper's Levy	60

¹ At paragraph 56 of the Wife's submissions dated 30th April 2025.

² At paragraph 13 PAOM1.

³ Para 14 of PAOM1.

8	Helper's Food	300
9	Helper's Utilities	100
10	Helper's Annual Passage Home Leave	100 (average)
11	Helper's Insurance and Security Bond	25
12	Helper's Medical	25
13	Helper's Work Permit Application and Card Issuance	3
	Total	\$2,718.22 ⁴

15 According to the Wife, the above expenses excluded the purchase of baby formula milk, school excursions and enrichment activities. The Wife had also enrolled the child in pre-school for half-day sessions at a private school at a cost of \$1,465.38 which the Husband disagreed with. The Husband had wanted the child to attend one which was cheaper and had proposed a cap based on that school's rate.

16 The total maintenance expenses comprising the child expenses and the pre-school expenses came up to a total of \$4,183.60 for which the Wife sought 50% contribution from the Husband amounting to \$2,092 (rounded up) per month with effect from 1 June 2025.

17 The Wife also claimed that the Husband had failed to pay maintenance since October 2023 when she left the matrimonial home and sought the Husband to pay arrears of maintenance from November 2023 to May 2025, a total of 19 months. I did not grant the Wife the arrears sought and had given my brief grounds when delivering my brief decision. As the Wife did not appeal against

⁴ The total stated in para 14 of PAOM1 erroneously stated the total as \$2,778.22 but corrected in the written submissions at para 63.

the order, I need not elaborate on the reasons for rejecting the Wife's claim for arrears.

Husband's case

18 As regards the child expenses the Husband submitted that a sum of \$579.50 should be sufficient for which his half share would be \$289.75 rounded up to \$300 per month⁵. His computations of the child expenses were as follow⁶:

		Husband's amount (\$)	Summary of Husband's response to Wife's computation ⁷
1	Food	140	Child is currently breastfed by the Wife. Outside of breastfeeding, child's meals cost \$4 per day. For a month of 30 days, the monthly cost would be \$120. Baby snacks and teether food packs cost about \$20 per month.
2	Medical insurance	205.22	Agreed.
3	Medical and dental	0	Covered by employment benefit and any shortfall to be paid by parties on a reimbursement basis.
4	Child's utilities	33.57	This is computed based on \$130 divided by a household of 7 pax. From the water bills exhibited, the Wife's utility bills for the household of 7 pax averages

⁵ At para 65 of his written submissions.

⁶ At para 30 of DAOM1.

⁷ Taken from Husband's written submissions at para 92.

			\$130 per month. The Wife did not provide any bills for electricity at her current residence. It is fair to allocate an additional \$15.00 to the child for that.
5	Books, Diapers, Baby bibs, Wet Wipes, Clothes, Shoes, Vitamins, Supplements	100	Most of the items are handed down. Parties agreed to continue obtaining them where available from the same people who had previously provided the items (and would therefore have more items to provide as their own children outgrows them and the child would require them as he grows older). For all other items which have to be purchased, parties have purchased them online in bulk in quantities that are needed for the child using about \$100 or less per month.
6	Helper's Salary	71.43	This is computed based on \$500 divided by a household of 7 pax. The helper that the Wife employed does take a salary of \$900. However, this is significantly higher than the market rate of \$500 per month.
7	Helper's Levy	8.57	This is computed based on \$60 divided by a household of 7 pax.
8	Helper's Food	10	This is computed based on \$70 divided by a household of 7 pax.

			The helper purchases her own food with her salary. When parties were still living together, the helper did not eat any of their food and bought her own food.
9	Helper's Utilities	0	The helper's share of utilities does not need to be separately accounted for the household's utilities has been divided by 7 (number of people in the household).
10	Helper's Annual Passage Home Leave	3.57	This is computed based on \$25 divided by a household of 7 pax. For the helper's annual air tickets home, this should be a maximum of \$300/ year, i.e. \$25/ month.
11	Helper's Insurance and Security Bond	3.57	This is computed based on \$25 divided by a household of 7 pax.
12	Helper's Medical	3.57	This is computed based on \$25 divided by a household of 7 pax.
13	Helper's Work Permit Application and Card Issuance	0	This is a one-off payment at the start of the helper's employment.
	Total	\$579.50	

Court's decision

19 The Wife's monthly net income was \$10,387 while the Husband's monthly net salary was \$10,732. On that basis, I came to the view that each party should contribute 50% of the child maintenance expenses.

Child maintenance expenses (Items 1 to 5)

20 I found the Husband's computations were not reasonable and rejected them. Even for his claim of \$4 for food per day, he did not produce any evidence as to how this figure was derived.

21 I accepted the Wife's list of expenses but adjusted the quantum sought as follows:

Item 1. Food

22 The Wife had not shown how the \$500 was derived. Based on invoices tendered, the obvious one was an invoice for monthly purchases from the Mothercare store for \$503 which included the purchase of a car seat⁸. I deducted \$170 for purchase of a car seat, and added another invoice of \$43.81 to give \$377 as the monthly maintenance for the child rounded up to \$400 as monthly maintenance to provide for buffer for additional items such as replacement of the car seat, etc⁹.

Item 2. Medical Insurance

⁸ At page 282 of PAOM1.

⁹ At page 283 of PAOM1.

23 The sum claimed was \$205.56 which I rounded up to \$206. As the policies were meant to provide for the child, I allowed this expense item as part of the child's maintenance. The Defendant agreed with this expense item. However, the Husband raised a concern on one of the 3 policies, the AIA Guaranteed Protect Plus (IV).

24 Arising from a query by me at the 2nd hearing on 15 May 2025, the Wife's solicitor clarified by his letter of 22 May 2025, that this item comprised of the following policies which were payable annually:

(a) AIA Healthshield Max B (Hospitalisation) - \$249.31.

(b) AIA Max VitalHealth B (Hospitalisation) - \$195.81.

(c) AIA Guaranteed Protect Plus (IV) with critical illness rider - \$2,017.50 (\$1,185 + \$832.50 Rider Premium).

25 The total for all 3 policies came to \$2,462.62 per year or \$205.22 monthly.

26 The Husband's solicitor, in his letter of 22 May 2025 informed that the 3rd policy "*is a life insurance policy which name the (Wife) as the sole owner¹⁰. Therefore, the payout or any surrender value (should the (Wife) decide to surrender the policy at any time as is her right as the sole policy owner) will go to only the (Wife) in the event of Death, Total Permanent Disability, and Critical Illness. In the event of any untoward event that happens to the child, the*

¹⁰ Found at para 7 of the letter of 22 May 2025.

attendant expenses will be borne equally between the parties, regardless of the quantum of the payout under this policy or to whom the payout is made". The Husband was thus of the view that the child's interest is safeguarded without requiring this policy or for half the costs which was to be borne by the Husband.

27 The Husband's point was that the policy was not a wealth accumulation plan but to provide coverage for Death, Permanent Disability and Critical Illness and while the main policy has a surrender value, the surrender value would only surpass the total premiums paid after at least 30 years into the policy. I found the Husband's concern a valid one. To address this, I made the following additional order in respect of item 2 which included the insurance policy concerned:

In the event of any payout or surrender of the AIA Guaranteed Protect Plus (IV) being made to the Wife instead of for the benefit of the child, the Wife shall handover 50% of the amounts received to the Husband with 14 days of such receipt.

Item 3. Medical and Dental

28 It was submitted by the Husband that these were being paid under the parties' employment benefit. In view of that I made separate orders for such payments. For the medical and dental expenses, I ordered that the Husband pays 50% of the expenses not claimable by any of the parties' employment benefit, payable on reimbursement basis within 7 days of any request to pay from the Wife.

Item 4. Utilities

29 I reduced the amount claimed from \$100 to \$60 for the child since for the helper, an adult, I assessed \$100 as a reasonable amount. Further, on weekdays the child would be in pre-school half the time.

Item 5. Books, Diapers, Baby Bibs, Wet Wipes, Clothes, Shoes, Vitamins, Supplements

30 As the child had grown older, some items such as bibs and diapers need not be purchased. I allocated \$200 as a reasonable amount as the Wife also had to purchase new clothes and shoes as the child grows older.

31 The total for child expenses child excluding medical and dental expenses came to \$433.

Items 6 to 13. Helper related expenses.

32 I found the quantum claimed justified. The total amount for all the items came to \$1,541. However, since the child was in pre-school during half of the weekdays, the helper would likely be doing other household chores for the Wife. In view of that, I attributed 80% of the total \$1,541 to the child which is \$1,232. 50% of this amount was to be paid by Husband which came to \$616.

33 The total maintenance payable by the Husband for the child's maintenance came to \$1,049 (\$433 plus \$616) and rounded up to \$1,050, to be paid with effect from 1 June 2025. The final computation and orders made were as follow:

	Items	Amount (\$) based on 50% contributions/Orders made
1	Food	200
2	Medical insurance	103 (rounded up) with additional order: In the event of any payout or surrender of the

		AIA Guaranteed Protect Plus (IV) being made to the Wife instead of for the benefit of the child, the Wife shall handover 50% of the amounts received to the Husband with 14 days of such receipt.
3	Medical and dental	In addition, for medical or dental expenses, Husband is to pay 50% of any expenses not claimable by any party's employment benefit, payable on reimbursement basis with 7 days of any request to pay from the Wife.
4	Child's utilities	30
5	Books, Diapers, Baby bibs, Wet Wipes, Clothes, Shoes, Vitamins, Supplements	100
6	Helper's Salary	616
7	Helper's Levy	
8	Helper's Food	
9	Helper's Utilities	
10	Helper's Annual Passage Home Leave	
11	Helper's Insurance and Security Bond	
12	Helper's Medical	

13	Helper's Work Permit Application and Card Issuance	
	Total amount of child maintenance:	\$1,049-rounded up to \$1,050

Pre-school fees.

34 The Wife submitted that the Husband was unwilling to commit to any preschool arrangement for the child and had unreasonably proposed the cheapest preschool which was not even located near the Wife's residence whilst that selected by the Wife was within walking distance of the residence. The one selected by the Husband not only had no available vacancies due to priority given to HDB residents in the vicinity, it was also some distance from the Wife's residence and was not conducive for the child since no transport was provided by the Husband's choice for preschool which was based solely on the costs involved. Both had soft booked the Wife's preschool choice and visited the preschool. As there were limited vacancies and the Wife had exhausted all efforts to reach an agreement with the Husband, she registered the child with the preschool of her choice which commenced in February 2025. ¹¹

35 The Husband was only willing to provide pre-school fees up to the cost of an equivalent programme at the school named by him. ¹²

36 I came to the view that the Wife was justified in proceeding to enrol the child with the private school for pre-school at a cost of \$1,465.38 per month. The Husband could well afford the payment for 50% of the fees amounting to \$732.69.

¹¹ At para 46 and 47 of Wife's written submissions.

¹² At para 82 (ii) of the Husband's written submissions.

Division of assets

Parties' assets

37 The matrimonial assets comprised of the matrimonial home, ie the Apartment, and parties' assets held in their own name.

Assets in sole name

38 The parties agree to exclude CPF monies accumulated prior to the purchase of the Apartment. The assets in their sole names comprised of the following:

	Wife (\$)	Husband (\$)
Shares	56,234.52	1,255.38
Unit Trusts	34,183.37	3,425.89
Bank accounts	86,318.43	73,981.89
CPF Ordinary account	147,059.67	195,670.07
CPF Medisave account	106,816.56	61,564.30
CPF Special account	69,969.41	69,578.39
Surrender values of insurance policies	138,339.46	0
Cryptocurrency investments	0	37,789.08
Excluding CPF prior to house purchase	(96,579.75)	(106,92.78)
Total	542,341.67	336,572.22

39 In relation to the properties other than the Apartment, the Wife sought to have parties retain them in their respective sole name while the Husband sought that all be pooled together and divided based on the structured approach.

Whether the assets other than the Apartment should be retained in the respective parties' sole name?

40 The Wife stated that during the marriage, their financial arrangements were that each of them kept separate finances, bank accounts and investments except for the housing mortgage and household expenses such as groceries and utilities which each of them contributed equally¹³. In view of that, they never opened a joint account together and conveniently used the bank account (called the Household Account) that was opened for the housing loan payment and the household expenses. The account was topped up by the parties whenever it got low.

41 The Husband confirmed the above arrangements¹⁴. With respect to the Household Account, although it was in the Wife's name, they had always treated it as a joint account, as the common understanding was that the monies in the Household Account were also to be used for household expenses.

42 The Wife further stated that throughout the marriage, she had suggested to the Husband a couple of times to do "combined investments" but he did not want to do so and informed her that he much preferred to do his own separate investments¹⁵. The Wife was fine with this. It also dawned on her that another reason that the Husband wanted to keep his finances separate was because he wanted the financial freedom to do what he wanted such as gambling at poker,

¹³ In her PAOM1 at para 21(b).

¹⁴ In DAOM2 para 120, reply to para 21(b).

¹⁵ In PAOM1 at para 21(c).

drinking, and by keeping his finances separate, she did not get to track his finances at all.

43 The Husband confirmed that the Wife did suggest that they make “combined investments”¹⁶. However, he was not keen to do so and preferred to do his separate investments as “combined investments” did not present any additional financial benefits when compared to making separate investments. They also had different investment strategies, and he did not want to create more conflict between them.

44 In relation to the insurance policies, when the Wife suggested investing together such as purchasing a wealth accumulation insurance policy as a form of education savings and planning for the child, the Husband vehemently disagreed and told her that when it was time, they could just contribute the necessary amounts required for the child’s education¹⁷.

45 The Husband also confirmed that the Wife did suggest purchasing a wealth accumulation insurance policy for the child but was insistent on accumulating an excess of \$1 million for that purpose whereas he preferred to invest in a diversified and balanced portfolio of various instruments which could accumulate more wealth for both the child’s educational and the household needs¹⁸.

46 Based on the above evidence, on behalf of the Wife, it was submitted that all the investments made by each party were from their respective income which were never shared with each other and kept separate. One example given was that the Wife did not know about the large sums that the Husband spent on

¹⁶ In his DAOM2 para 122. Reply to para 21(c).

¹⁷ In her PAOM1 para 21 (e).

¹⁸ In para 126 of his DAOM2.

gambling and that he had indulged in cryptocurrency investments which the Wife considered as risky. The Wife also claimed that the Husband had not been financially prudent in managing his assets as he had used his personal income for his own gambling hobbies and other investments without the Wife's knowledge. Each of them did not make any financial or non-financial contribution towards their respective accumulation of assets/investments. As such it would be unfair and inequitable for the Husband to have a share in the Wife's investments which were all kept separate in the same manner that the Husband had kept his separate to himself. Each party thus should retain all other assets in their respective names and that only the Apartment should be divided.

47 The Wife relied on section 112 of the Women's Charter 1961 to support her contention that in deciding whether to exercise its powers under subsection (1), the court is to have regard to all the circumstances of the case. Section 112 reads:

112.—(1) The court has power, when granting or subsequent to the grant of a judgment of divorce, judicial separation or nullity of marriage, to order the division between the parties of any matrimonial asset or the sale of any such asset and the division between the parties of the proceeds of the sale of any such asset in such proportions as the court thinks just and equitable.

(2) It shall be the duty of the court in deciding whether to exercise its powers under subsection (1) and, if so, in what manner, to have regard to all the circumstances of the case, including the following matters:

- (a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;
- (b) any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage;
- (c) the needs of the children (if any) of the marriage;
- (d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring

for the family or any aged or infirm relative or dependant of either party;

(e) any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce;

(f) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;

(g) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business; and

(h) the matters referred to in section 114(1) so far as they are relevant.

48 The provision empowers the court to order the division of assets upon divorce. The Wife relied on the case of *Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] 2 SLR (R) 729, wherein the Court of Appeal said:

“26. Thus, it is not mandatory for the court to exercise its powers of division under s 112 and the court may generally decline to do so where a valid reason is given: *Wong Kam Fong Anne v Ang Ann Liang* [1992] 3 SLR(R) 902 at [31]. For the reasons given above, the present case is one in which there is good reason for the court not to divide Malvern Springs.”

49 In *Ong Boon Huat Samuel*’s case, the wife who originally agreed to purchase a property with the husband withdrew her consent after they separated and left the purchase to the husband to purchase it in his own name. The wife’s application to have a share of the property failed.

50 Having considered the evidence and the law, I found merits in the Wife’s arguments. However, I was of the view that only the investment items should be left in the parties’ sole name and these comprised of the shares, unit trust and insurance policies for the Wife and for the Husband, the shares, unit trust and his cryptocurrency investments. The following were to be retained by the parties in their own names and not liable for division:

	Wife (\$)	Husband (\$)
Shares	56,234.52	1,255.38
Unit Trusts	34,183.37	3,425.89
Surrender values of insurance policies	138,339.46	0
Cryptocurrency investments	0	37,789.08
Total	\$228,757.35	\$42,470.35

Assets to be divided

51 In determining the division of assets, I followed the approach set out in the Court of Appeal’s decision in *ANJ v ANK* [2015] 4 SLR 1043, which stipulated a structured approach (at [22]):

Using the structured approach, the court could first ascribe a ratio that represents each party’s direct contributions relative to that of the other party, having regard to the amount of financial contribution each party has made towards the acquisition or improvement of the matrimonial assets. Next, to give credit to both parties’ indirect contribution throughout the marriage, instead of giving the party who has contributed more significantly than the other an ‘uplift’ to his or her direct contribution percentage, the court should proceed to ascribe a second ratio to represent each party’s indirect contribution to the well-being of the family relative to that of the other. Using each party’s respective direct and indirect percentage contributions, the court then derives each party’s average percentage contribution to the family which would form the basis to divide the matrimonial assets. Further adjustments (to take into account, *inter alia*, the other factors enumerated in s 112(2) of the WC) may need to be made to the parties’ average percentage contributions ...

52 The Court of Appeal further elaborated that indirect contributions, being a question of impression and judgment, is not to be determined mathematically but based on “all the relevant facts” of the case (at [24]).

53 The following assets, in addition to the Apartment, were added to the total pool of assets for distribution which included the legal fees paid out by each party to their solicitors prior to interim judgment:

	Wife (\$)	Husband (\$)
Bank accounts	86,318.43	73,981.89-UOB One
		0.24 - POSB
CPF Ordinary account	148,623.88	129 ,709 .89 (After Pre-Marital portion deduction)
CPF Medisave account	107,224.40	38,057.46 (After Pre-Marital portion deduction)
CPF Special account	70,513.36	52,352.63 (After Pre-Marital portion deduction)
Excluding CPF contributions prior to house purchase ¹⁹	(47,443.75)	-
Clawback legal fees	10,000	5,000
	\$375,236.32	\$299,102.11

Direct financial contributions

54 On the issue of direct financial contributions, the Husband raised the following issues:

¹⁹ The total CPF monies excluding contributions prior to house purchase for the Wife was \$278,917.89 while that of the Husband was \$220,119.98.

i) Valuation of Apartment

55 The Wife got Valuer 1 to do the valuation of the flat on 17 March 2025 and this was for the purpose of the sale of the property. The actual property was inspected and valuation was done at \$2.6 million²⁰. The Wife also informed that in November 2024, a similar unit was transacted at \$2,508,00.

56 The Husband got another valuation done by Valuer 2 and produced a valuation report dated 2 May 2025²¹. The valuer claimed that he inspected the subject property on 15 April 2025.

57 I noted that the report of Valuer 2 referred to another unit on the same floor which was stated as having a concrete structure in an off-centre location of the living room which could not be removed or demolished and thus reduced the useable area. Without giving an assessment of the valuation of that unit, the valuer concluded that the parties' unit is valued at \$2,685,000. I found his comparison to the other unit and the parties' unit perplexing. The valuer would be more convincing if he had valued the other unit first and then opined that the parties' unit would be worth more as it did not have that structure. The valuer's method made the final valuation figure arbitrary.

58 In view of the above observations, I accepted the Wife's valuer's valuation of \$2.6 million.

ii) Outstanding loan

²⁰ Found in Wife's Written Submission at Tab 1

²¹ Submitted by way of a letter dated 5 May 2025

59 The Apartment was purchased on 18 April 2019 for a sum of \$1.8 million with stamp duty paid amounting to \$56,000. It was purchased in the Wife's sole name prior to the marriage.

60 A mortgage loan of \$700,000 was taken up by the Wife and an initial loan of \$951,197 was given by the Wife's parents for the purchase. Both parties executed a loan agreement with the Wife's parents on the loan taken from the Wife's parents²².

61 The Wife used her CPF monies towards the repayments of the mortgage loan.

62 In October 2022, the Wife's parents extended a further loan of \$510,000 which was used to partially redeem the mortgage loan on 21 October 2022 which amounted to \$636,160.34.

63 Whilst parties had repaid the parents for the loan during the marriage, the outstanding loan to the Wife's parents, according to the Wife, stood at \$816,000 as at the date of the ancillary hearing. The Husband disputed that the amount was \$816,000 and claimed that the amount should be \$616,000.

\$200,000 purported as a gift to the Wife by parents.

64 The Wife maintained a loan spreadsheet relating to the Apartment²³. On 22 October 2022, there was a record of the Wife having made a repayment of \$200,000 for the loans made by the parents. The Husband submitted that there were no such transactions in any of the Wife's bank accounts and claimed that

²² The Deed for the loan agreement with Wife's parent are at page 306 of PAOM1.

²³ Found at page 46 of PAOM1

the Wife had an undisclosed bank account. The Husband invited the Court to draw an adverse inference against the Wife for the non-disclosure.

65 The law on drawing adverse inferences was succinctly summarised by the Court of Appeal in *Koh Bee Choo v Choo Chai Huah* [2007] SGCA 21 at [28] and followed in subsequent cases including *BPC v BPB and another appeal* [2019] 1 SLR 608. In order for the court to draw an adverse inference, there must be:

- (a) a substratum of evidence that establishes a prima facie case against the person against whom the inference is to be drawn; and
- (b) that person must have had some particular access to the information he is said to be hiding.

66 Further, when informed that the \$200,000 deduction was made as the Wife's parents had gifted her 2 separate sums of \$100,000, the Husband claimed that the \$200,000 were also gifted to him and should be shared.

67 The issue to be determined was whether the Wife had undisclosed bank account and whether the \$200,000 gifted by the Wife's parents to the Wife was intended to be shared with the Husband.

68 The Wife disclosed that a \$100,000 gift was given to her by her parents on account of their 37th anniversary on 17 January 2023 and a further \$100,000 by her father on his 61st birthday in March 2023. Her father had asked that these 2 gifts be reflected into the loan spreadsheet to be dated 14 March 2023. The Wife indicated the \$200,000 loan to her parents as being paid as at 22 October 2022 in the loan spreadsheet.

69 She explained that these two gifts were non-cash transactions to her which were set off against the outstanding parent's loans extended and thus not reflected in her bank statements. She produced her father's WhatsApp message of 17 January 2023 which was sent only to her and another WhatsApp message for the next \$100,000 gift²⁴.

70 On the evidence, I accepted the Wife's version as to how the \$200,000 came about. I found it unlikely that the Wife's parents had intended that the \$200,000 be a gift to be shared with the Husband. If so, her parents would have also sent the same WhatsApp message or a separate one to the Husband but that was not the case here. The messages also clearly indicated that the gift was for the Wife solely.

71 On the evidence, I was also satisfied that there was no undisclosed bank account as alleged by the Husband. As such I declined to draw any adverse inference against the Wife.

iii) Account for wedding monies received

72 The Husband also sought to have the monies (referred to as "Ang Pows") received by the Wife at their wedding held in 2019, to be included in the pool of assets. According to her, parties had also agreed to keep their respective wedding gifts and continue to hold separate accounts for their respective personal assets. They had agreed to have separate boxes for monies gifted at their wedding and to keep the monies received separate. She informed that the monies received by her were deposited into her bank account and used

²⁴ Para 5 of PAOM3 and at pages 23 to 24 of YJR-2.

in the course of the marriage. All her bank accounts have been disclosed during the discovery²⁵.

73 I accepted that the Wife would have deposited the monies into her bank accounts and these were accounted for. I similarly declined to draw any adverse inference against the Wife which was also sought by the Husband.

74 As I accepted that the \$200,000 was a gift to the Wife only, the direct financial contributions were as follow:

	Apartment	Other Assets	Total	Ratio
Wife	701,062.06	375,236.32	1,076,298.38	62.70
Husband	341,062.06	299,102.11	640,164.28	37.30
	1,042,124.15	674,338.43	1,716,462.66	100

Indirect contributions

75 The indirect contributions as set out in the parties' affidavits were considered²⁶. In deciding the indirect contributions, I came to the following views:

- i) The Wife was the main caregiver of the child from birth till interim judgment, that is, from 2 April 2023 to 20 May 2024, which was slightly over 1 year, even if the presence of the helper should be taken into account.

²⁵ Para 6 of PAOM3.

²⁶ The Wife's indirect contributions were set out in paragraph 19 of PAOM1 from page 19 to 20. The Husband's were set out in paragraph 23 page 32 to 51 of DAOM1.

- ii) During the marriage and before the child was born, the Wife's indirect contributions were more than the Husband's from a comparison of the accounts given by both in their respective affidavits.
- iii) The Wife should also be given credit for her efforts in acquiring the Apartment which has appreciated in value from the purchase price of \$1.8 million to \$2.6 million which the Husband also stood to benefit from. In this respect, I noted the following efforts made by the Wife:
 - a) The Wife's sole determination to purchase the property despite the Husband's reluctance as he was only willing to purchase either a cheaper condominium or a public flat (a Housing and Development Board flat). He had stated that the Wife insisted of a property which has also potential for capital appreciation. She had bought the property in her sole name and also took the risk of taking the maximum loan possible.
 - b) Parties could not afford the apartment on their respective incomes but through the Wife's sole effort, she managed to obtain a substantial interest free loan from her parents. The Husband disclosed that the Wife had unilaterally discussed with her parents the issue of financial aid from them, the form such financial aid would take, and eventually the terms of the loans from her parents. Her parents loaned them \$951,197 for the apartment. Her efforts saved the parties interest payments of \$160,000 for the 5 years²⁷.

²⁷

At para 19d) of PAOM1 page 14.

76 In relation to property investment decisions, in *UJF v UJG* [2018] SGHCF 1, the party concerned was given credit as indirect contributions (at [108]). In that case, the Wife was the party who was primarily involved in making property investment decisions. The Court stated (at [109]):

The exercise of these skills on a general basis throughout the marriage is to my mind sufficient to qualify as “indirect financial contributions” (see *ANJ v ANK* at [24]). I am not aware of any case law that would point against this. Recognising such decision-making as a form of indirect contribution, captures the effort and skill exercised by the spouse in question, which contributes to the welfare and prosperity of the family just as much as other efforts. But it should be borne in mind that not all such decisions would necessarily be recognised; much will depend on facts, including the number of occasions of the decision-making or deliberation, and the amount involved each time. One-off decisions, or a few decisions done over a long period of time, is unlikely to qualify for recognition.

77 While the marriage was short lived and lasted 4 years 7 months to the time of the interim judgment, based on the above, the Wife’s indirect contributions in acquiring the matrimonial home was significant and with her other indirect contributions, I assessed them to be 60% with most part of it being attributed to her efforts in securing the Apartment and the interest free loans from her parents.

78 The final ratio came to as follows:

	Wife	Husband
Direct Financial Contributions	62.70	37.30
Indirect Financial Contributions	60	40
Average	61.35	38.65

Manner of distribution

79 The total assets comprised of the following which included other assets worth \$299,102.22 in the Husband’s sole name:

	Apartment (\$)	Other Assets (\$)	Total
Wife	701,062.06	375,236.32	1,076,298.38
Husband	341,062.06	299,102.22	640,164.28
	1,042,124.15	674,338.54	1,716,462.66

Total distributable assets

80 The notional proceeds after deducting outstanding loan of \$816,000 owing to the Wife’s parents from the value of the Apartment of \$2.6 million was \$1,784,000. With the other assets amounting to \$674,338.54, the total distributable assets were \$2,458,338.54 ²⁸.

81 The Husband’s share comprising 38.65% of total distributable assets came to \$950,147.85²⁹. The Husband’s assets in his own name were \$299,102.22. The shortfall was \$651,045 (derived from \$950,147.85 – \$299,102.22, rounded down).

82 As the Wife intended to retain the Apartment in her sole name, I made an order that she would retain the Apartment in her sole name upon payment to the Husband the above sum of \$651,045 within 3 months.

83 The Husband who had been staying at the Apartment, was required to vacate the Apartment within one month of the date of the order in good condition.

²⁸ \$1,784,000 plus \$674,338.54.

²⁹ The Wife’s share comprising of 61.35% of total assets came to \$1,508,190.69

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Muhammad Hidhir Bin Abdul Majid
District Judge

Yap Teong Liang with Russell Huang Liang Jun
for the Wife (T L Yap Chambers LLC).
Low Jin Liang with Chloe Chua Kay
for the Husband (PKWA Law Practice LLC).
