IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 1

Divorce (Transferred) No 1420 of 2023

Between

WZF

… *Plaintiff*

And

WZG

… *Defendant*

JUDGMENT

[Family Law — Custody — Care and control]
[Family Law — Custody — Access]
[Family Law — Maintenance — Child]
[Family Law — Maintenance — Spouse]
[Family Law — Matrimonial assets — Division — Court drawing adverse inference for failure to make full and frank disclosure]

TABLE OF CONTENTS

INTRODUCTION **1**

BACKGROUND **3**

THE PARTIES' CASES **4**

ISSUES TO BE DETERMINED **6**

CUSTODY, CARE AND CONTROL **7**

CARE AND CONTROL TO THE WIFE 7

JOINT CUSTODY 7

NO VETO POWER TO BE GRANTED TO THE WIFE 14

ACCESS **16**

DIVISION OF MATRIMONIAL ASSETS **23**

JOINT ASSETS 24

ASSETS UNDER THE HUSBAND'S NAME 24

The Husband's failure to make full and frank disclosure *24*

(1) Australian superannuation account 27

(2) Bank accounts 27

(3) Endowment Fund 28

(4) Family Trust Account 28

(5) Income tax statements 30

(6) Insurance policies 30

(7) Interest in various companies 31

Adverse inference drawn against the Husband *36*

ASSETS UNDER THE WIFE'S NAME 45

Version No 1: 09 Jan 2025 (11:03 hrs)

TOTAL VALUE OF THE ASSET POOL 47
JUST AND EQUITABLE DIVISION OF THE ASSETS 48
Direct contributions *49*
Indirect contributions *50*
Overall contributions *51*
Conclusion on division of matrimonial assets *54*
OTHER MATTERS 57
MAINTENANCE FOR THE CHILD 59
QUANTUM OF MAINTENANCE 59
School fees *63*
Enrichment classes *63*
Household expenses *64*
Conclusion on quantum of child maintenance *66*
APPORTIONMENT OF MAINTENANCE 70
LUMP SUM OR MONTHLY PAYMENTS 71
BACKDATING 74
CONCLUSION FOR CHILD MAINTENANCE 76
SPOUSAL MAINTENANCE 76
CONCLUSION 79

Version No 1: 09 Jan 2025 (11:03 hrs)

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WZF
v
WZG

[2025] SGHCF 1

General Division of the High Court (Family Division) — Divorce (Transferred) No 1420 of 2023
Mohamed Faizal JC
4 December 2024

9 January 2025 Judgment reserved.

Mohamed Faizal JC:

Introduction

1 The unique nature of marriage, as an institution, manifests itself within the legal process in a myriad of ways. In general litigation, the doctrine of marital communications privilege – a privilege that clothes communications between spouses with immunity from disclosure and which finds legislative expression in s 124 of the Evidence Act 1893 (2020 Rev Ed) – seeks to uphold the sanctity of communications within a marriage, and to ensure that "relationships between spouses ought not to be disrupted" (Jeffrey Pinsler, *Evidence and the Litigation Process* (LexisNexis, 2023) at [15.051]). Even when the relationship between spouses has been disrupted such that the marriage must come to an end, the law still seeks to blunt the tensions inherent in the court process by sensibly adopting a therapeutic justice approach to

matrimonial matters and eschewing cross-examination on the premise that an overtly adversarial approach to matrimonial proceedings possesses a "[tendency] to prolong and exacerbate the bitterness between the parties" (*USB v USA and another appeal* [2020] 2 SLR 588 ("*USB*") at [45]).

2 In the context of such constraints, the parties' duties of disclosure in divorce proceedings take on an outsized significance (*USB* at [46]). This is because the court's power to properly dispense justice in these circumstances rests fundamentally "upon parties' compliance with their duty of disclosure and respect for the processes of the [c]ourt" (*TVJ v TVK* [2017] SGHCF 1 at [66]). As such, the impact of flagrant and intentional non-disclosure of assets cannot be understated. It represents a fraud not just on the court, but on all of the parties involved in the litigation and the wider justice system. As noted in the Ontario Court of Appeal decision of *Leitch v Novac* [2020] 150 OR (3d) 587 (at [44]):

> … [to say that] nondisclosure is the cancer of family law … is an apt metaphor. Nondisclosure metastasizes and impacts all participants in the family law process. Lawyers for recipients cannot adequately advise their clients, while lawyers for payors become unwitting participants in a fraud on the court. Judges cannot correctly guide the parties to a fair resolution at family law conferences and cannot make a proper decision at trial. Payees are forced to accept an arbitrary amount of support unilaterally determined by the payor. Children must make do with less. All this to avoid legal obligations, which have been calculated to be a fair quantification of the payor's required financial contribution. In sum, nondisclosure is antithetical to the policy animating the family law regime and to the processes that have been carefully designed to achieve those policy goals.

3 For those reasons, the court should take extra pains in a case where it is self-evident that such a fraud is being perpetuated to ensure that the implications of concealment of assets (in the division process) are visited exclusively on the offending party. As noted in the decision of the Supreme Court of British Columbia in *Cunha v da Cunha* [1994] BCJ No 2573 ("*Cunha*") (at [12]), "not

Version No 1: 09 Jan 2025 (11:03 hrs)

only is it a matter of doing justice in any particular case, it is also a matter of general interest. The system should not give offence to the honourable litigant by treating the dishonourable litigant the same".

4 On the present facts, the question that this court must resolve is how it can best facilitate justice in a case where one party plays by the rules, and the other tries all ways and means to shield from the court's view the millions of dollars of assets that they indisputably possess *via* the painting of an utterly unbelievable picture of a net financial worth of just tens of thousands of dollars. Using the language in *Cunha* (at [12]), what tools in the judicial toolbox ought to be utilised in the process of division so as to do right by, and "not give offence to", the "honourable litigant"?

Background

5 The plaintiff (the "Wife") is a 38-year-old Malaysian citizen and the defendant (the "Husband") is a 39-year-old Australian citizen.[1] The parties were married in June 2015 in Australia.[2] The Wife has been working and residing in Singapore since 2015 to date, and is a holder of an employment pass. Previously, the Husband was holding a dependant's pass tagged to the Wife's employment pass. There is no evidence before the court in relation to the Husband's current immigration status within Singapore.[3]

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1 Joint summary of parties' positions filed on 27 November 2024 ("Joint Summary") at p 1; Wife's written submissions dated 18 October 2024 ("WWS") at para 2; and Statement of Particulars (Amendment No. 1) dated 13 October 2023 ("SOP") at para 1(d).

2 SOP at para 1(a).

3 WWS at para 2.

Version No 1: 09 Jan 2025 (11:03 hrs)

6 The parties have one child (the "Child"), born sometime in 2018. The Child is presently six years old and is an Australian citizen.[4] The Child is presently attending a child care in Singapore and is due to enrol soon in a school at the primary one level.[5]

7 Previously, the parties and the Child resided in rented premises in Singapore (the "Premises"). Sometime in July 2022, the Husband moved out of the Premises.[6] On 27 March 2023, the Wife commenced divorce proceedings against the Husband in Singapore. On the same day, the parties entered into a consent order regarding the Husband's interim access arrangements to the Child (the "Consent Order"), the terms of which are set out below at [25].[7] An interim judgment was granted on 16 November 2023, which stated that the marriage is dissolved on the basis that the Husband had behaved in such a way that the Wife could not reasonably be expected to live with him.[8]

The parties' cases

8 I now briefly outline parties' positions in these proceedings for ancillary matters. In relation to care and control of the Child, the parties are not in dispute that the Wife should have care and control of the Child. However, in relation to custody, the Wife seeks sole custody while the Husband seeks joint custody of the Child. The Wife also contends that, if joint custody were to be ordered, that the Wife ought to be granted a "veto power" to make major decisions related to the Child if the parties are unable to agree. In a similar vein, the Wife also seeks

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4 SOP at para 1(e).

5 Minute sheet dated 4 December 2024 ("4 December Minute Sheet") at p 5.

6 WWS at para 6.

7 WWS at para 6.

8 Interim judgment dated 16 November 2023.

Version No 1: 09 Jan 2025 (11:03 hrs)

a specific order directing that the Husband provides his consent for the renewal of the Child's passport on a "timely basis", *ie*, "within 14 days of the [Wife] furnishing the documents required for renewal".[9]

9 In relation to the issue of access, the parties are most heavily contesting the terms for the Husband's physical access to the Child. The Wife essentially seeks to maintain the access arrangements that have been ongoing and that were agreed between the parties under the Consent Order, such that the Husband may meet the Child once a week, while supervised by the Wife and/or her parents, for two hours (between 4–6pm) on Saturday at a public venue. In contrast, the Husband seeks unsupervised access for two hours each day for four days of the week, and for four hours on Sunday, which amounts to 12 hours of unsupervised access per week. On top of that, the Husband also submits that the school holiday periods should be divided equally between the two parties with liberty for him to bring the Child overseas.[10]

10 With respect to the division of matrimonial assets, the dispute lies in the identification and valuation of the pool of assets. In gist, the Wife submits that an adverse inference should be drawn against the Husband for his non-disclosure of his key assets. Most significantly, the Wife adduced a document which shows that the Husband's paid up share capital of an Indonesian company is worth at least S$10m. The parties also dispute the applicable ratios for their direct and indirect contributions to the marriage, but otherwise agree that the overall division of the matrimonial assets should be 50:50.[11] However, as I will explain later, this agreement between the parties is

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9 Joint Summary at p 3.

10 Joint Summary at p 2.

11 Joint Summary at p 14.

Version No 1: 09 Jan 2025 (11:03 hrs)

premised on an erroneous computation of the suggested ratio of the direct contribution between the parties on the Wife's part.

11 In relation to maintenance for the Child, the Wife estimates the Child's monthly expenses to be S$7,800, while the Husband submits that this should be at a much lower sum of S$2,800 instead. Both parties are in agreement that maintenance for the Child should be apportioned equally. The Wife primarily seeks a lump sum payment of S$783,900 from the Husband for the Child's maintenance (*ie*, half of S$7,800 for each month, multiplied by the number of months before the Child turns 21 in age). She also seeks an order that the surrender proceeds of the endowment fund policy that was originally purchased for the Child should be transferred to the Wife to hold on trust for the Child.[12]

12 Finally, for spousal maintenance, the Wife seeks maintenance of S$2,150 per month, for a limited period of 12 months. The sum of S$2,150 is derived by taking the value of half of the monthly rental of the Premises. The Husband argues that no spousal maintenance is payable because the Wife is fully capable of maintaining herself.[13]

Issues to be determined

13 The issues that arise for my determination are as follows:

(a) whether the parties should have joint custody or the Wife should have sole custody of the Child;

(b) the division of matrimonial assets;

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12 Joint Summary at p 15.

13 Joint Summary at p 19.

Version No 1: 09 Jan 2025 (11:03 hrs)

(c) the issue of maintenance for the Child; and

(d) the issue of spousal maintenance.

Custody, care and control

Care and control to the Wife

14 The parties are *ad idem* that the Wife should have care and control of the Child,[14] though they take divergent positions on the questions of custody and access. Since the parties are not in dispute in relation to care and control, I would only briefly note that it is common for the court to grant consent orders on care and control when parties are in agreement for these arrangements (*VLI v VLJ* [2022] 5 SLR 301 at [14]). In any event, on the facts, given that the Wife has been the main caregiver hitherto for the Child, it is clear to me that care and control ought to be given to the Wife.

Joint custody

15 I next address the issue of custody over the Child. The Wife seeks sole custody in her name. While she acknowledges that "joint custody is the norm and sole custody is rarely ordered except in very exceptional circumstances", the Wife contends that the facts of this case are such that sole custody should be ordered here.[15] In making this claim, the Wife asserts the following:

(a) That the Husband is essentially an uninvolved parent who would not be able to make decisions for the Child. He has neglected to play a role in the Child's life so far by virtue of, *inter alia*, his failure to provide financially for the Child since moving out in 2022, the infrequent

[14] Joint Summary at p 2.

[15] WWS at para 9.

Version No 1: 09 Jan 2025 (11:03 hrs)

attempts he has made to spend time with the Child, and his apparent hectic travel schedule which meant that he was often away from the Child.[16] As such, the Husband allegedly "ha[s] no regard" or "interest in the [C]hild's well-being".[17] Given the Husband's absence from the Child's life, he would not even be in a position to make an informed decision about the Child's well-being.[18]

(b) Moreover, if joint custody is ordered, the Wife would be stuck attempting to seek consent from the Husband who has demonstrated his lack of interest in the Child, even when there are "major and urgent decisions to be made for the [C]hild",[19] such as those relating to medical issues or the Child's immigration status.[20] The Wife highlights one incident in particular, whereby the Husband "delayed [giving] his consent" for the renewal of the Child's passport (the "Passport Incident"), which supposedly illustrates how joint custody would be detrimental to the Child's welfare.[21]

(c) The Wife also claims that information on the Husband's whereabouts has "been very scarce and vague", such that she has no confirmation as to where the Husband is based exactly.[22] For instance, according to the Wife, while the Husband's solicitors have previously represented that the Husband is residing in Malaysia, he appears to still

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16 WWS at para 11.

17 WWS at para 11.

18 WWS at para 13.

19 WWS at para 13.

20 4 December Minute Sheet at p 2.

21 WWS at para 13; and SOP at para 1(z).

22 WWS at para 12; and 4 December Minute Sheet at p 1.

Version No 1: 09 Jan 2025 (11:03 hrs)

> hold a Singapore address and his affidavit was affirmed under a Singaporean address.[23] The Husband's "uncertain presence in Singapore" or elsewhere and the "very likely … diminish[ing]" of the Husband's involvement in the Child's life only accentuate the problem that the Wife may not be able to seek the Husband's timely consent for decisions in relation to the Child.[24]

16 On the other hand, the Husband seeks joint custody of the Child. While he notes some of the allegations made by the wife that he has, *inter alia*, been a relatively uninvolved parent, refused to co-operate to renew the Child's passport, given flavoured or cold juices to the Child causing the Child to be sick on that occasion, or not given the Child gifts on special occasions, he contends that these do not amount to exceptional circumstances that would militate against the imposition of joint custody.[25] In the hearing before me, counsel for the Husband accepted that the Husband has not been the most pro-active in relation to the Child, but emphasised that the Husband is ready to co-operate and take the Child's best interests into account,[26] despite the parties' history of acrimony.[27]

17 The applicable principles to the concept of custody are trite. In *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 ("*CX*") (at [31]), the Court of Appeal made clear that custody concerns the authority to make long-term decisions for the welfare of the child. An order for joint custody "is the norm

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23 WWS at para 12.

24 WWS at paras 12–13.

25 Husband's written submissions dated 18 October 2024 ("HWS") at paras 30–31.

26 4 December Minute Sheet at p 4.

27 HWS at para 31.

Version No 1: 09 Jan 2025 (11:03 hrs)

even where there is acrimony between parties … [which] includes both past and prospective conflicts between parties" [emphasis added] (*VZJ v VZK* [2024] SGHCF 16 ("*VZJ*") at [5], citing *VJM v VJL and another appeal* [2021] 5 SLR 1233 ("*VJM*") at [5] and *CX* at [36]). The court's approach to joint custody is not just a practical one, but a judicial expression of the salutary reminder that while the marriage may have come to an end, the life of the child continues to endure and therefore the parties are to work together and continue to be jointly responsible for the well-being and upbringing of such child (*VJM* at [5]). In order to help the parties resolve such conflicts, it is not uncommon for courts to order or to advise the parties to go through counselling and mediation which will enable them to "gain better insights into [the child's] needs and to strengthen their parenting abilities" (*VZJ* at [6], citing *CXR v CXQ* [2023] SGHCF 10 at [15]). This is also aligned with the court's approach to therapeutic justice which flows from the understanding that it is the parents themselves (rather than the courts) who are best placed to make parenting decisions and that they should therefore work together to reduce conflict (*VZJ* at [6], citing *VJM* at [6]).

18 In this connection, I note that sole custody orders are generally only made in exceptional cases, such as where there is some evidence of abuse, whether physical, emotional or sexual, or where the relationship of the parties is such that co-operation is impossible even after avenues such as mediation and counselling have been explored and the lack of co-operation is harmful to the child (*CX* at [38]). In particular, the court should be careful to make sure that applications for custody, care and access are not weaponised as "tools to control the other spouse or to hurt that spouse" (*VDZ v VEA* [2020] 2 SLR 858 at [76], citing Debbie Ong J (as she then was), Presiding Judge of the Family Justice

Version No 1: 09 Jan 2025 (11:03 hrs)

Courts, "Today is A New Day", speech at FJC Workplan 2020 (21 May 2020) at [65]).

19 With the above principles in mind, I find that there is nothing exceptional in this case which warrants departing from an order of joint custody. Even when taking the Wife's case at its absolute highest, her concern essentially appears to be that the Husband was not as involved in the Child's life as she opines to be ideal. While it appears to me that there is some force to that contention, in my mind, the appropriate response to that cannot be to strip the decision-making powers of the Husband altogether. It is not in the Child's interest to limit the Husband's say or stake in the key issues surrounding the Child's life merely because the Husband is not as involved as is ideal. Instead, the obvious response would be for the Husband to become more, rather than less, involved with the Child's life over time. In this regard, in my view, the past and projected conflicts that parties may have over the Passport Incident and the terms of the Husband's access to the Child (which I will discuss in greater detail below), would not in themselves be sufficient to justify departing from the norm of a joint custody order. Indeed, as aptly pointed out in *VJM* at [5]:

> … There are many growing-up years ahead for N for he is a very young child, and hence there are many years of "parenting" required. There will be numerous "forks" ahead in life's road for N; many decisions during his childhood years will have to be made in future which will shape the course of N's life. Better it is that N enjoys the full support and guidance of both his parents throughout the course of his childhood. N's and the parties' circumstances will not remain the same always, and N's relationship with each parent remains dynamic in nature, as all relationships are. It is not in N's interest to deny him his father's inputs on important matters at such an early stage in his life. *While I hear the Mother's concerns that conflicts are likely to arise in the areas of immigration and education, projected conflicts should not in themselves sever the Father's involvement in major decisions concerning N. Instead of excluding one parent from the child's life in respect of important decisions on the basis of projected future parental conflicts, the parties are expected to*

Version No 1: 09 Jan 2025 (11:03 hrs)

> *work on reducing conflict presently. This is a practical expectation that flows from the legal obligation of parental responsibility imposed on both parents.*
>
> [emphasis added]

20 As outlined above at [15], the Wife also speculates that, moving forward, the Husband's considerations for joint decisions of the Child would be ill-informed (as he would not be as informed as someone who is completely integrated into the Child's life) or he may be uncontactable or his location is otherwise unknown – all of which may thereby put the Child's interests in jeopardy when major and urgent decisions have to be made. This, in my opinion, does not get the Wife's case very far. Almost by definition, there would be an information asymmetry between a parent who has care and control of a Child and one who does not. This would not, on its own, be an appropriate basis for the court to then effectively cut the parent who does not have care and control out of the family equation. I also do not accept the Wife's argument that a sole custody order is warranted because the Child's interests are potentially jeopardised if the Husband is uncontactable or his whereabouts are unknown. If the Husband is missing and/or impossible to contact for some reason despite the Wife taking reasonable steps to reach him, the law will not require the Wife to sit idly by while the Child's interest suffers. On this front, the case of *YG v YH* [2008] SGHC 166 is instructive. In that case, the parties were awarded joint custody of their children in the divorce proceedings and Woo Bih Li J (as he then was) observed as follows (at [9]):

> … although parties who have been awarded joint custody of their children in divorce proceedings do have certain rights as part of that joint custody, *the parties should take a sensible approach towards the exercise of those rights*. *It is not in the interest of the children for the parents to be overly insistent on or calculative in respect of their rights.* … The Wife does not have to consult the Husband on every minor health issue of the children, *eg*, cold, cough and fever, but *is to consult the Husband on every intended hospital admission or hospital*

Version No 1: 09 Jan 2025 (11:03 hrs)

> *procedure unless it is not possible to do so, as in the case of an emergency.* If any of the children is hospitalised on an emergency basis, the party having physical care of the child at the time of hospitalisation is to inform the other party as soon as is practicable, for example, within two hours of the start of the emergency.
>
> [emphasis added]

Put another way, the Wife is perfectly entitled to make decisions in emergencies or where time is of the essence where the Husband is missing for some unknown reason (or, where necessary, to apply to the court to do so). However, I struggle to see how that might be the case on these facts as there is simply no evidence to suggest that the Husband has any intention to go completely off the radar, and it would be impossible for me to infer this possibility on the back of a single instance where his reply to a request (in relation to the Passport Incident) was less than expedient.

21 On the present facts, therefore, I am of the view that there is little basis to grant a sole custody order. Even taking into account my views on the rather unacceptable conduct on the part of the Husband in terms of his hiding of assets (see below at [40]–[57]), it is clear to me that the Child's interests would be furthered by having both parents continue to be involved and invested in his life. The court has emphasised that, regardless of whichever party that is granted care and control of the child, co-parenting remains necessary (*TAU v TAT* [2018] 5 SLR 1089 at [33]). An order for joint custody underscores the need for both parties to put aside their differences and acknowledge that they have to work collaboratively to ensure that their child is supported in their process to eventual adulthood.

Version No 1: 09 Jan 2025 (11:03 hrs)

No veto power to be granted to the Wife

22 In the alternative, if the court is minded to grant joint custody, the Wife contends that she should "be granted a veto power, wherein if in respect of major decisions, if the parties are unable to agree and there is a deadlock on discussions on major matters relating to the [C]hild", then the Wife can decide the matter.[28] In my view, such a "veto power" or the sole discretion to make decisions should generally not be sought recourse to, except where it is clear that the parties would have very serious difficulties in working with each other. In *VZJ* (at [13]), in relation to the wife's proposal that she be given sole discretion to decide issues relating to the child's education, the court there found that such a proposal necessarily "requires that the [h]usband be excluded from the decision-making process in respect of an important custodial matter with long-term implications for the [c]hild's welfare", and that "[s]uch a proposal is *inconsistent with the very idea of joint custody and would not be conducive to the welfare of the child*" [emphasis added]. Moreover, as the court there also observed (*VZJ* at [18]) and which is squarely applicable to the present circumstances:

> In light of the reasons set out above, I do not think the Wife should be granted sole discretion to make decisions about the Child's education (including the choice of schools). *The Child is still young; and there are many decisions still to be made in the future about his education, which will shape the course of his life. In my view, it is not in the Child's interests to deprive him of his father's input on all education matters simply because the parties are presently unable to agree on the choice of school.*
>
> [emphasis added]

23 To my mind, a "veto power" serves to significantly alter the dynamics of the relationship between the two parents, and this may often have the effect

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[28] WWS at para 15.

Version No 1: 09 Jan 2025 (11:03 hrs)

of serving as a sword of Damocles hanging over the head of the party who may be vetoed. As I explained to parties during the course of oral submissions, a veto power would have the tendency of trivialising the role of the parent who has no such power. A veto power effectively makes the point that one party's word is law, and the other party's word may be ignored: when one party holds the power to unilaterally block decisions or actions, it diminishes the autonomy and agency of the other party while simultaneously making the wielding party unamenable to meaningful discussion since they retain the trump card of vetoing anything the other party says. In my judgment, there is also a symbolic reason for the rejection of liberal granting of such requests for veto power. At its core, a marriage is about working towards common goals. Even when the parties' marriage has ended, the common goal of ensuring that the child flourishes remains fully intact. In that sense, the parties must continue to see each other as common partners in that enterprise, even if they no longer are common partners in matrimony. A veto power necessarily, even if unintentionally, shifts the dynamic towards a hierarchy since one party's word necessarily is the final authority and effectively relegates the other to being a subordinate rather than an equal contributor.

24 None of this ultimately detracts from the fact that in cases where the relationship *inter partes* is so dysfunctional that the court, rather than the parents, would end up making all the key decisions on behalf of the parents, a veto power can be a useful way to minimise the ongoing friction between the parties. One quintessential example of such a dynamic which led to the court affirming a veto power in favour of the father may be found in *TEN v TEO and another appeal* [2020] SGHCF 20 ("*TEN*"). In that case, the parties were highly hostile towards each other and unable to decide on matters such that the parties there "had to resort to multiple applications to the court over the past six years

Version No 1: 09 Jan 2025 (11:03 hrs)

that have entombed the family in the litigation box" (*TEN* at [52]). In my view, the present matter is not one of those cases. The reality is that occasional delays may sometimes happen, as is the case here with the Passport Incident whereby the Wife complained that the Husband was late in signing forms to renew the Child's passport. However, I am of the view that such administrative inconvenience represents the lesser evil as compared to giving one party "veto power" over the decisions of the other. For the same reason, I would decline to give the other alternative order sought by the Wife of a "specific order directing the [Husband] to provide his consent for the renewal of the [C]hild's passport on a timely basis, i.e. within 14 days".[29] This is quite apart from the fact that the Husband claims that the process for the renewal of passport was frustrated because the Wife had deprived him access to the Child.[30] To my mind, this is a claim that appears to be unnecessary to adjudicate on as nothing turns on the underlying reasons for the Passport Incident in light of the fact that it was, as far as I can tell, a one-off incident.

Access

25 Before dealing with the issue of access, I first set out the Husband's interim access arrangements to the Child for context. On the same day that the Wife filed the writ of divorce, *ie*, 27 March 2023, the parties also entered into the Consent Order setting out, *inter alia*, the Husband's interim access arrangements to the Child. The key terms of the Consent Order are summarily as follows:[31]

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29 WWS at para 16.

30 HWS at para 33.

31 Order FC/ORC 1364/2023 in FC/OSG 125/2022 dated 27 March 2023.

Version No 1: 09 Jan 2025 (11:03 hrs)

(a) The Husband shall be granted video call access to the Child twice a week on Tuesdays and Thursdays at 8pm for 15 minutes.

(b) Commencing on 1 February 2023, the Husband is granted an hour of access every Saturday, to be supervised by either the Wife, her mother or father, from 5pm to 6pm.

(c) With effect from 1 March to 30 June 2023, access in the manner set out in (b) above shall be increased from one hour to two hours. With effect from 1 March 2023, for supervised access, the Husband is at liberty to bring one family member along for access.

(d) With effect from 1 July to 30 September 2023, access in the manner set out in (b) above shall be increased from two hours to four hours, from 2pm to 6pm on Saturday. The Wife, her mother or her father, "shall be at liberty to leave the access venue as [they] deem fit", *ie*, access may potentially be unsupervised from 1 July 2023.

(e) Supervised access shall take place at one of five prescribed venues, or any other venue that is agreed by both parties.

(f) Parties shall review the access arrangements after 30 September 2023 with a view to either continue the current access arrangements or explore alternative access arrangements (the "Review Clause").

(g) In the event the Child is unwell or unable to make the access, the Wife shall notify the Husband at his personal email address at least one day in advance or at the earliest possible timing. The Husband shall be entitled to make up access on a mutually agreed time and date.

Version No 1: 09 Jan 2025 (11:03 hrs)

26 According to the Wife, the interim access arrangements, as set out above in the Consent Order, intend to allow for "gradual progression towards unsupervised access in due course".[32] However, it is undisputed that the Husband's access to the Child never progressed beyond two hours of supervised access, *ie*, despite the Husband being given the opportunity to have up to four hours with the Child, the duration of the time spent with the Child never exceeded two hours.[33] The parties have similarly not progressed to unsupervised access arrangements.

27 The Wife submits that the (practical) status quo should be maintained, namely, supervised access on a Saturday for two hours in a public venue and video access to the Child on the same terms as in the Consent Order.[34] However, the Wife now contends that, unlike in the Consent Order, the court should *not* allow for make-up access when the Child is unable to attend or is unwell.[35] The Wife argues that the Husband has been "sporadic and irregular" in his requests to see the Child even after the Consent Order was made, with many weeks going by without any request for access made by the Husband.[36] Moreover, as observed in the preceding paragraph, the Husband was not even able to fully utilise his access entitlement as provided in the Consent Order.[37] In fact, since February 2024, access has not taken place as the Husband has either: (a) made no request for access; (b) cancelled due to his own unavailability; or (c) requested for access on the day that access was supposed to take place, and the

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32 WWS at para 17.

33 4 December Minute Sheet at p 5.

34 WWS at para 23.

35 Joint Summary at p 3.

36 WWS at para 18.

37 WWS at para 22.

Version No 1: 09 Jan 2025 (11:03 hrs)

Wife alleged that these requests came in too late without any advance notice and she had already planned other activities for the Child.[38] Consequently, in view of these realities, the Wife contends that there is no basis to depart from the status quo. For completeness, the Husband does not factually dispute that access has not taken place since February 2024, though he argues that the Wife has been "very scheming" and purposefully cut off his contact with the Child.[39]

28 The Husband, in turn, seeks unsupervised access for two hours each day for four days of the week (5 to 7pm every Tuesday, Wednesday and Thursday, 4 to 6 pm every Saturday), and four hours on Sunday from 11am to 3pm. This amounts to 12 hours of unsupervised access per week. He is also seeking to increase video call access from 15 minutes as provided in the Consent Order to 30 minutes and, additionally, for the time during the school holidays to be divided equally between the parties.[40] In response to the Wife's claim that the Husband has not been pro-active in meeting the Child, the Husband claims that he has had difficulty contacting the Wife *via* WhatsApp and mobile phone, to which the Wife responds that the agreement between the parties under the Consent Order is that they are to contact each other by e-mail for the purposes of facilitating physical access.[41]

29 I turn to the law. In *APE v APF* [2015] SGHC 17, Tan Siong Thye J (at [32]) observed that unsupervised access should be the norm, save in exceptional

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38 WWS at paras 18 and 20; Wife's affidavit dated 16 September 2024 ("Wife's 16 September Affidavit") at paras 52–59 and pp 202–204; and 4 December Minute Sheet at p 3.

39 Husband's affidavit dated 17 September 2024 ("Husband's 17 September Affidavit") at paras 42–43.

40 HWS at para 39.

41 Husband's affidavit dated 17 September 2024 ("Husband's 17 September Affidavit") at para 42; and WWS at para 19.

Version No 1: 09 Jan 2025 (11:03 hrs)

circumstances such as the following: (a) serious welfare concerns such as violence or inappropriate parenting; (b) the child has been estranged from the parent and the parent-child relationship is in need of serious repair; or (c) factors that make it difficult for unsupervised access to be effectively implemented (*eg*, where the relationship between the parents is so acrimonious that the custodial parent frustrates the effectiveness of unsupervised access orders and unsupervised access cannot occur without detriment to the child).

30 In my view, none of these factors are at play such that an order for supervised access should be made. Additionally, it is clear to me that supervised access in the present case is unconducive on one other level. At the hearing before me, the Wife confirmed that the individual typically supervising the access is her mother.[42] It is undisputed that the Wife's mother and the Husband have an unhappy relationship.[43] The evidence suggests that the Wife's mother's presence during access has been, and will likely continue to be, deeply unhelpful and unconducive if the aim is for the Husband to spend quality time with the Child. In that sense, continued recourse to supervised access would not only be detrimental to the father-child bond, but also to the continued maintenance of any residual relationship between the two parties before the court.

31 Nonetheless, in light of the Husband's track record, I accept the Wife's point that the Husband has not made good his assertion that he wishes to spend more time with the Child. Even if I accept the Husband's claim that the Wife was difficult to contact, for large swathes of time, there is a paucity of evidence to show that the Husband initiated any access to the Child. To my mind, the

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42 4 December Minute Sheet at p 3.

43 See, for example, Husband's 17 September Affidavit at paras 15, 23 and 34; and 4 December Minute Sheet at p 4.

Version No 1: 09 Jan 2025 (11:03 hrs)

relatively liberal access presently sought by the Husband for 12 hours a week, as compared to the two hours of weekly access that have typically occurred between the Husband and the Child (or even less, since access does not even take place regularly every week), would be unwise for the Child's well-being as this would be a sudden and very significant variation from the current arrangement. I find it premature at this juncture to speak of much more extensive periods of access for the Husband, much less the request for school holidays to be divided equally. This is something that can be considered in future, assuming the father-child bond has been strengthened. In this regard, the Wife rightfully accepts that the Review Clause (see above at [25(f)]) should remain, such that parties may review the access arrangements after a particular date.[44]

32 In relation to video call access, the Wife argues that the Husband's proposal to extend the video call duration from 15 minutes to 30 minutes is "highly impractical".[45] According to the Wife, video calls between the Husband and the Child have been sporadic and they last between three to ten minutes as the Child's attention span is limited and the Husband has not been able to hold the Child's interest for a longer time.[46] The Husband does not dispute the Wife's account of the video calls between himself and the Child, and also accepts that video call access has not taken place since February 2024.[47] However, as alluded to above in [28], the Husband argues that he was not given access to the Child as the Wife had blocked him on WhatsApp and her mobile phone.[48] The Husband also highlights that he "would like access [to the Child] via video calls

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44 4 December Minute Sheet at p 3.

45 Wife's 16 September Affidavit at para 62.

46 Wife's 16 September Affidavit at para 62.

47 Husband's 17 September Affidavit at para 43.

48 Husband's 17 September Affidavit at para 43.

Version No 1: 09 Jan 2025 (11:03 hrs)

when [he is] unable to have access physically".[49] In my view, the Husband's complaint appears to be that the Wife has been difficult to contact and this hindered video call access to the Child. The Husband has not actually explained why the present terms of video call access pursuant to the Consent Order, if properly adhered to by both parties, are insufficient. In these circumstances, I find that the terms of video call access should remain as provided under the Consent Order, though, once more, these may be adjusted after a particular date according to the Review Clause. The Wife shall also provide the relevant mobile phone number(s) to the Husband to facilitate video call access.

33 Finally, I note the Wife's submission that the order providing for make-up access (see above at [25(g)]) should be removed. However, no reason for this contention was provided in her written and oral submissions. I am also unable to see why the Husband should not be entitled to make-up access if the Child is unwell or unable to make the access.

34 For those reasons, I am of the view that the Husband ought to be granted access to the Child in the following manner:

(a) Video call access to the Child twice a week on Tuesdays and Thursdays at 8pm for 15 minutes. The Wife shall provide the Husband the mobile phone numbers for the video call access.

(b) Four hours of unsupervised access every Saturday from 2pm to 6pm, commencing from the date of this judgment, at the Husband's venue of choice. The Husband shall inform the Wife of his venue of choice for the access, if such information is requested by the Wife. Pick up and drop off of the Child shall be at a venue to be agreed between the

[49] Husband's 17 September Affidavit at para 42.

Version No 1: 09 Jan 2025 (11:03 hrs)

parties or, if the parties are unable to agree, outside the residence of the Wife or her parents.

(c) In the event the Child is unwell or unable to make access, the Wife shall notify the Husband at his personal email address at least one day in advance or at the earliest possible timing. The Husband shall be entitled to make-up access. The parties are to mutually agree on an appropriate time and date for make-up access.

(d) The parties shall review the access arrangements after 30 July 2025 with a view to either continue the current access arrangements or to explore alternative access arrangements.

Division of matrimonial assets

35 I now consider the appropriate division of the matrimonial assets. The parties are in agreement that the date for ascertaining the pool of assets is the date of the interim judgment, while the date for determining the value of the assets is the date of the ancillary matters hearing.[50] The parties largely do not dispute the conversion rate to be applied to foreign currencies, save that the Husband's position is that RM1 is equivalent to S$0.305, while the Wife's position is that RM1 is equivalent to S$0.303.[51] Nonetheless, counsel for the Wife confirmed that they are not disputing the values which have already been converted to the local currency that feature in the joint summary prepared by the parties,[52] so, in that sense, nothing turns on this specific difference in position between the parties.

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50 Joint Summary at p 4.

51 Joint Summary at p 4.

52 4 December Minute Sheet at p 10.

Version No 1: 09 Jan 2025 (11:03 hrs)

Joint assets

36 It is undisputed that the parties only have one Australian bank account jointly under their names. The parties do not dispute this item being in the matrimonial pool, its valuation at S$780.10, nor the fact that this should be equally credited to both parties.[53]

Assets under the Husband's name

The Husband's failure to make full and frank disclosure

37 In the Husband's first affidavit of assets and means, the Husband only declared his Central Provident Fund ("CPF") accounts (which have no value in them) and three bank accounts, suggestive of composite net assets of S$11,731.72.[54] After a discovery order was made against the Husband, he declared another three bank accounts, which brought the composite net worth of *only* his bank accounts up to a sum of S$11,819.29.[55] In that same affidavit, the Husband declared, rather inaccurately as it turns out, that he did not "own shares … in Singapore or overseas".[56] The Husband also only declared one medical insurance policy which allegedly has no surrender value.[57] Counsel for the Husband, at the hearing before me, did not dispute that the Husband's assertions in this affidavit are squarely at odds with what have been subsequently proven to be his (much broader pool of) assets.[58]

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53 Joint Summary at p 4; HWS at para 56; and 4 December Minute Sheet at p 10.

54 Husband's affidavit dated 24 January 2024 ("Husband's 24 January Affidavit") at p 2.

55 Joint Summary at p 5.

56 Husband's 24 January Affidavit at p 3.

57 Husband's 24 January Affidavit at p 3.

58 4 December Minute Sheet at p 13.

Version No 1: 09 Jan 2025 (11:03 hrs)

38 The Wife took out a discovery application on 23 April 2024, in which she sought a variety of documents.[59] As helpfully summarised by the learned Assistant Registrar in *WZF v WZG* [2024] SGFC 46, the discovery application by the Wife sought the following, amongst others:

(a) The statements in relation to the Husband's various bank accounts. For three bank accounts, the Wife sought the bank statements for the period from January 2022 to late 2022 or early 2023, which are from before the writ of divorce was filed in March 2023.[60] The Wife also sought disclosure of the statements in relation to *six* other bank accounts owned by the Husband. The Wife highlighted that the Husband had contradictorily asserted there were no such bank accounts, while also simultaneously insisting that these (apparently non-existent) bank accounts were closed.[61]

(b) The Husband's income tax statements in Singapore and in Australia. While the Husband asserted that he was self-employed and earning S$7,500 a month, he did not disclose any documentary evidence to support this.[62]

(c) The audited financial statements or unaudited profit and loss statements of companies that the Husband owns in various jurisdictions, from 2020 to date.[63]

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59 Summons for discovery (FC/SUM 1269/2024) dated 23 April 2024.

60 Grounds of Decision for FC/SUM 1269/2024 dated 5 July 2024 ("SUM 1269 GD") at paras 4, 5 and 11.

61 SUM 1269 GD at para 8.

62 SUM 1269 GD at paras 14–16.

63 SUM 1269 GD at para 17.

Version No 1: 09 Jan 2025 (11:03 hrs)

(d) Documents pertaining to the assets and value of a family trust in the Husband's name (the "Family Trust Account").[64]

(e) The surrender value of an endowment fund held by the Husband for the Child (the "Endowment Fund").[65]

(f) The Husband's superannuation account in Australia.[66]

39 On 5 July 2024, the court found entirely in favour of the Wife by ordering the disclosure of all of the necessary documents sought by the Wife by 7 August 2024 (the "Discovery Order").

40 Unfortunately, in ostensible compliance with the Discovery Order, the Husband filed a barebones affidavit essentially obeying the order only in name.[67] In gist, the affidavit provided a myriad of sometimes inexplicable reasons for the failure to disclose large swathes of his assets. Conveniently, all of the documents that can shed light on the worth of his many entities overseas were unavailable, the Family Trust Account is self-declared by the Husband to possess no income and he conveniently was unable to disclose any documents for the Endowment Fund on the ostensible grounds that no such documents were in his possession.[68] In the next few paragraphs, I highlight the Husband's piecemeal disclosure to almost all the known assets before the court, and I also outline obvious illustrations in the Husband's evidence that he is effectively stymieing disclosure of his actual net worth.

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64 SUM 1269 GD at para 23.

65 SUM 1269 GD at para 26.

66 SUM 1269 GD at para 30.

67 Husband's affidavit dated 12 August 2024 ("Husband's 12 August Affidavit").

68 Husband's 12 August Affidavit at paras 20–23.

Version No 1: 09 Jan 2025 (11:03 hrs)

(1) Australian superannuation account

41 The Husband only disclosed this account when the Discovery Order was made.[69] Even then, the Wife highlights that he only disclosed a single statement for the period of January to June 2023, even though such statements can allegedly be easily obtained online.[70]

(2) Bank accounts

42 As noted above, the Husband initially only disclosed three bank accounts. After a request for discovery was made, the Husband made limited disclosure of three more bank accounts.[71] However, of these six accounts that have been disclosed thus far, the statements provided for three of them were incomplete.

43 During the proceedings which culminated in the Discovery Order, *six more* bank accounts were revealed, which brings the total number of known bank accounts under the Husband's name to 12. However, even after the Discovery Order was made, the Husband failed to provide any documentation for these six newly disclosed bank accounts. The Husband asserted that some of his Australian bank statements needed to be applied for in person in Australia,[72] that whatever bank records that were needed no longer exist,[73] and/or the banks have not provided the statements to him.[74]

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69 Husband's 12 August Affidavit at para 24.

70 WWS at Annex B.

71 Wife's affidavit dated 23 April 2024 ("Wife's 23 April Affidavit") at para 8.

72 See, for example, Husband's 12 August Affidavit at paras 6, 7, 10 and 13.

73 See, for example, Husband's 12 August Affidavit at paras 8 and 9.

74 See, for example, Husband's 12 August Affidavit at paras 12 and 16.

Version No 1: 09 Jan 2025 (11:03 hrs)

44 In sum, six of the 12 bank accounts are virtually unknown in value, and the records requested (bank statements at around the time before the writ of divorce was filed) for a another three of these 12 accounts were not disclosed as ordered.

(3) Endowment Fund

45 As the Wife observes, the Endowment Fund was closed by the Husband in April 2023, shortly after the writ of divorce was filed, and the surrender proceeds would have effectively gone to the Husband.[75] The relevant documents evincing the value of the surrender proceeds of the Endowment Fund were part of the Discovery Order. According to the Husband, he applied for the relevant documents and is waiting for a response.[76] Unsurprisingly, no record of such an application was produced, much less any documentation about the surrender value of the Endowment Fund.

(4) Family Trust Account

46 The Discovery Order required the Husband to provide, *inter alia*, "documents stating the value of the [Family Trust Account]".[77] Instead, the Husband issued a one-line letter addressed to himself (for a trust he was in charge of) conveniently stating that "there has been no income or expenditure in relation to the [Family Trust Account] since its inception", which he then signed off on.[78] Putting aside the obvious point that the Husband did not even bother to get an independent party or an accountant to declare this after studying

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75 WWS at Annex B; and 4 December Minute Sheet at p 11.

76 Husband's 12 August Affidavit at para 23.

77 SUM 1269 GD at para 23.

78 Husband's 12 August Affidavit at p 38.

Version No 1: 09 Jan 2025 (11:03 hrs)

the trust account's records, *no mention is made of what exactly the assets of or value of the trust are*.[79] This supports the Wife's suspicion that the Family Trust Account was designed to illegitimately "ringfence" matrimonial properties from the court's view.[80] It is self-evident that the "value" of the trust account is a vastly different concept from the "income or expenditure" of such an account. To illustrate by way of example, if an individual has a bank account with $1m inside (the "value"), but does nothing with the moneys in it and it is a low-interest rate account, he may only receive a few hundred dollars a year on the account as "income". Thus, a declaration that the bank account's income is only a few hundred dollars belies the reality that $1m can be found in the account.

47 In any event, I struggle with any contention on the part of the Husband that the Family Trust Account would have no assets of significant value in it. It defies common sense and logic that the Husband would have gone through the lengthy and somewhat complicated process of setting up a family trust with him as the singular beneficiary, engaged the use of a law firm to draft what is, on its face, a very comprehensive trust deed (spanning over 30 pages of terms and conditions), and even put in place sophisticated auditing frameworks within the trust deed such as a requirement for annual accounts to be prepared, only to then leave it entirely dormant with no end-game in sight.[81] The fact that the accounts in question either were not prepared (in contravention of the requirements of the trust) or simply are hidden from view is a further indicator that the Husband's aim is to surreptitiously keep the likely sizeable pool of assets into that account shielded fully from public view. When I questioned counsel for the Husband regarding the above reality, counsel demurred from providing any meaningful

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79 WWS at para 62.

80 WWS at para 63.

81 Wife's 23 April Affidavit at pp 91–127.

Version No 1: 09 Jan 2025 (11:03 hrs)

response and merely stated that this trust instrument is the only document he has in his possession, and that he would leave it to the court to draw the necessary inferences given his client's articulated position.[82]

(5) Income tax statements

48 In relation to his income tax statements, the Husband's position is that he has not made any tax filing in Singapore or Australia from 2020 till date.[83] No document is produced to support the Husband's assertion that his monthly salary is indeed S$7,500. I outline this at this juncture to provide a complete picture of the Husband's pattern of conduct in hiding his net worth and assets in these proceedings, though this particular point regarding the Husband's income will be most relevant when I discuss the issue of child maintenance at a later point.

(6) Insurance policies

49 It appears that the Husband has three insurance policies under his name, of which he had only disclosed one. Even then, he asserts that its surrender value is zero.[84] The Wife noticed that there are likely two other insurance policies, on top of the single disclosed policy, under the Husband's name after a careful perusal of his credit card records which revealed payments (presumably for premiums) in relation to these two policies.[85] Although information relating to the insurance policies was not specifically requested by the Wife as part of the application that led to the Discovery Order, such information was requested by

82 4 December Minute Sheet at p 15.

83 Husband's 12 August Affidavit at para 17 and 19.

84 Husband's 24 January Affidavit at para 5.

85 Wife's 23 April Affidavit at p 133.

Version No 1: 09 Jan 2025 (11:03 hrs)

the Wife by way of a letter dated 26 April 2024.[86] The Husband did not respond to this letter.[87]

(7) Interest in various companies

50 I now turn to the final, and perhaps most significant, bucket of potential assets under the Husband's name. It is clear that key to understanding the actual asset value of the Husband is his role in a group of companies called the [W] Group (the "Group"), and the value of his shareholdings in it. It speaks volumes of his lack of credibility that the Husband did not even disclose initially any interest in a swathe of companies, including: (a) his shareholding or interest in multiple entities based in at least four jurisdictions within the [W] Group; (b) his directorship and 25% shareholding in an Australian company [X]; and (c) his interest in a Singaporean company [Y] as a result of his role as co-founder and managing director therein; and (d) his interest in another Singaporean company [Z] by virtue of his position as its director of commercial operations.[88]

51 For all intents and purposes, it is clear that the Group appears to be a well-resourced group, which the Husband oversees as a director. The Wife, through her own industry, was able to pull out the company documents from some of the many jurisdictions that the Group operates in – an impressive list including Australia, Singapore, Indonesia and the Czech Republic.[89] For avoidance of any doubt, these entities within the [W] Group are distinct from companies [X], [Y] and [Z]. Based on those documents, they provide a glimpse of what appears to be a very vivid picture of the Group's successful business:

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86 Wife's 16 September Affidavit at pp 140–141.

87 WWS at Annex B.

88 WWS at para 46; and Wife's 16 September Affidavit at para 15.

89 Wife's 23 April affidavit at paras 13–16; and WWS at para 46.

Version No 1: 09 Jan 2025 (11:03 hrs)

(a) In relation to the Singaporean arm of the Group, after the Discovery Order was made, the Husband disclosed one statement from the Inland Revenue Authority of Singapore which reveals that the company made S$120,000 in total income for the year of assessment of 2021.[90] According to the Husband, the submission of the accounts for the years of 2022 and 2023 are still "pending" on his accountant's side.[91]

(b) The records for the Indonesian entity of the Group reveal that the company had a paid-up capital of 150bn Indonesian Rupiah, or about S$12m, and that the Husband is a majority shareholder (holding over 80% of the shares) of the company.[92] Significantly, the Husband does not dispute the authenticity of these documents, meaning that he accepts that he had pumped in equity value of over S$10m in that company.[93]

(c) For the Australian entity of the Group, the Husband was receiving monthly payments of A$2,500 to A$10,000 between June and November 2023 from the company, though there is no evidence as to what these payments were for.[94]

52 In order to understand the value inherent in the Group, the Wife had sought the discovery of either the audited financial statements or unaudited profit and loss statements of these entities.[95] In relation to the Australian arm of the Group in particular, the Husband failed to produce any documentation,

90 Husband's 12 August Affidavit at p 55.

91 Husband's 12 August Affidavit at para 21.

92 Wife's 16 September Affidavit at p 84.

93 4 December Minute Sheet at pp 12–13.

94 Wife's 16 September Affidavit at para 24.

95 SUM 1260 GD at para 17.

Version No 1: 09 Jan 2025 (11:03 hrs)

stating that his accountant informed him (by way of a letter dated 6 May 2024) that the process of preparing and lodging tax returns would take around six months.[96] With respect, this is a complete non-answer that seems intended to distract. The suggestion that the audited statements may take time to complete conveniently ignores the fact that the Husband would nonetheless be able to provide the *unaudited* profit and loss statements of the company or, at the very least, some other equivalent or proxy. Indeed, the order made by the Assistant Registrar specifically envisioned that. Accordingly, as the Wife notes and I agree, even if I accept the Husband's account that more time is needed to provide the audited statements, "no effort … was made … to provide alternative information and independent evidence / documents about his income".[97] No attempt at a meaningful assessment of the value of the companies was made by the Husband, even if it may have been a qualified or tentative valuation.[98] The absence of even a superficial attempt to value the company speaks volumes of the fact that a low valuation is simply something that the Husband cannot meaningfully justify, which itself should make it plain and obvious that his interest in these companies is extremely valuable and he has no intention to declare the specifics of these precisely due to that fact.

53 Counsel for the Husband argued that the information regarding the Group's value in these jurisdictions was not specifically requested by the Wife.[99] In my mind, this is absurd on two fronts: first, many of the Assistant Registrar's orders were in fact to obtain documentation that would allow the court to estimate the value of the companies in question (*ie*, to effectively value the

96 Husband's affidavit dated 15 May 2024 at p 9.

97 WWS at para 44.

98 4 December Minute Sheet at pp 12–15.

99 4 December Minute Sheet at p 14.

Version No 1: 09 Jan 2025 (11:03 hrs)

company), and second, given that *only the Husband* knows what is in the company and would have access to the necessary records, it is for the Husband to provide cogent evidence of what the valuation of these entities are. To expect the Wife to do so, or to hunt for documents that the Husband would be in ready possession of or which he could easily obtain, is obviously perverse since she would not know the inner workings of any part of the Group.

54 In any event, as I informed counsel for the Husband during the hearing, the Husband's explanations about the valuations to be accorded to the various assets often do not accord to logic.[100] If in fact these companies were earning a pittance as he seems wont to suggest, then no time at all would be required for his accountants to produce audited accounts categorically proving that fact since there would be very little or nothing for the accountants to compute or study. If, as the Husband contends, the accountants require six months to produce these accounts, then that only proves the Wife's point that these companies in question are likely big, complex, high-revenue yielding operations which are extremely valuable. Of course, it is debatable how much precisely they might be worth. Nonetheless, the point remains that if it is in fact the case that many months are required for the accounts to be completed for these companies, this categorically puts paid to the Husband's claim that such companies and/or his shares in them are worthless. Despite this obvious fact, the Husband incredulously claims that the court should ascribe these companies within the [W] Group *collectively* a value of *zero dollars*.[101]

55 In a similar vein, the Husband does not provide any relevant information regarding his interest in companies [X], [Y] or [Z] and how these assets should

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100 4 December Minute Sheet at p 14.

101 HWS at para 7; and 4 December Minute Sheet at pp 12–16.

Version No 1: 09 Jan 2025 (11:03 hrs)

be valued, beyond insisting against the face of the evidence that he is not a director and/or shareholder of these companies.[102] As the Wife points out, these assertions fly in the face of the Husband's work history as publicised on his own LinkedIn profile and other documentary evidence such as company letters.[103] When I questioned counsel for the Husband as to the viability of his client's insistent position that all these companies are worth nothing, counsel concedes that he is in a fix to answer the court's questions as he has duties to his client and that "the facts speak for themselves", and he ultimately leaves it to the court to draw the necessary inferences.[104]

56 The very fact that the Husband demurs from providing *any* corroborative evidence of the value of the companies in question whatsoever necessarily requires the court to assume that any statements he produces would be especially damaging to his narrative in which he paints himself effectively as a man of very modest means. With the greatest of respect, it should be painfully obvious that a man of very modest means does not run a multi-jurisdictional corporation in which he is able to contribute to the equity of the company to the tune of millions of dollars, nor does such a person hire lawyers to set up elaborate trust accounts which require annual accounts and in which he is the singular beneficiary, only to elect to put nothing in these accounts.

57 It should therefore be clear that nothing provided by the Husband, whether by way of affidavit or documentary evidence, remotely aligns to his narrative about his net worth. Even on the most charitable reading of the Husband's affidavit in response to the Discovery Order, it would be impossible

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102 HWS at p 79.

103 Wife's 16 September Affidavit at para 15 and pp 92–96,

104 4 December Minute Sheet at pp 12–13.

Version No 1: 09 Jan 2025 (11:03 hrs)

not to conclude that the Husband was committed to hiding his assets and coming up with farcical reasons of why he was not able to comply with his disclosure obligations. Indeed, the Husband has attempted to evade disclosure of his assets at every turn: (a) he failed to disclose any of his key assets from the get-go; (b) when certain assets were identified by the Wife, the Husband then declares them but claims that none of the relevant documents allowing for a meaningful valuation are available; and (c) when the Wife provided documents suggestive of these assets being worth a princely sum, the Husband audaciously ignores them and urges the court to assume that his net assets in these companies are worth nothing.

Adverse inference drawn against the Husband

58 The fact that the Husband is determined to blatantly misinform and mislead the court about the value of his assets is therefore painfully obvious. The somewhat more difficult issue to grapple with is how the court may best deal with such audaciously bold actions, given that the court remains none the wiser about what is being hidden, save that it is obvious it would be of somewhat high value, in the order of millions. An adverse inference may be drawn where there is a substratum of evidence that establishes a *prima facie* case of concealment against the person whom the inference is to be drawn against, and that person must have had some particular access to the information that they are said to be hiding (*BPC v BPB and another appeal* [2019] 1 SLR 608 at [60]). To my mind, it is clear that the above is established *vis-à-vis* the Husband for the value of his assets in every respect and the various entities in particular.

59 There are two broad approaches that are generally adopted to give effect to an adverse inference arising from non-disclosure: (a) the court may make a finding on the value of the undisclosed assets and include that value in the

Version No 1: 09 Jan 2025 (11:03 hrs)

matrimonial pool for division (the "quantification approach"); and (b) the court may order a higher proportion of the known assets to be awarded to the other party (the "uplift approach") (*UZN v UZM* [2021] 1 SLR 426 ("*UZN*") at [28]). The decision regarding which method to apply is a matter of judgment in any specific case, and the court should adopt the method it considers most appropriate in achieving a "just and equitable division of the true material gains of the parties' marriage" (*UZN* at [29]). In *WRX v WRY and another matter* [2024] 1 SLR 851 ("*WRX*"), the Appellate Division of the High Court observed that the court may, in appropriate circumstances, employ *both* the quantification and uplift approach simultaneously where doing so would give full effect to the adverse inference drawn (*WRX* at [38]–[41] and [49]).

60 There is, to my mind, much wisdom in the approach adopted in *WRX*. In divorce proceedings, where the court is confident that one party is intentionally under-declaring or concealing assets to a significant extent, there is no reason why the court should not be able to employ both approaches to achieve a fair result. I acknowledge that, in practical terms, this may potentially leave the non-disclosing party worse off than if they had just been transparent from the outset. However, this is precisely the point – the consequences of hiding assets should be sufficiently severe that it encourages and fully incentivises parties to give full and frank disclosure. The Court of Appeal in *UZN* rightly observed that the objective of drawing an adverse inference is to "counter the effects of non-disclosure of assets" (at [29]). In the fog of non-information perpetrated by the non-disclosing party, the court must be cautious not to perversely allow those who game the system to benefit from such actions. In a sense, the use of both the quantification and uplift approaches simultaneously, as the Appellate Division of the High Court did in *WRX*, reinforces the underlying principle that any such dishonesty or unfair gamesmanship by either party would result in

Version No 1: 09 Jan 2025 (11:03 hrs)

deeply adverse consequences, thereby allowing for some broad level of equity between the parties and, in particular, to do right to the party that had been honest, and that played by the rules, from the get-go.

61 In making this point, I accept that the nature of therapeutic justice is such that the court should not demand that parties engage in a speculative exercise of seeking adverse inferences to be drawn against the other on spurious grounds of less than ideal record-keeping that will inevitably delay the healing process (*UZN* at [21]), or that an adverse inference should be drawn simply on the basis of suspicions (*UTS v UTT* [2019] SGHCF 8 at [30]) or subjective (self-interested) claims regarding the other side's apparent worth (*O'Connor Rosamund Monica v Potter Derek John* [2011] 3 SLR 294 at [37]). Nonetheless, the court must balance this with the fact that it should never sit idly by while parties seek to perpetuate a fraud on the court. The court's power to draw an adverse inference and give effect to that inference is precisely to "counter the effects of non-disclosure of assets which diminishes the value of the matrimonial pool and thereby places those assets out of the reach of the other party for the purposes of division under s 112 of the [Charter]" (*UZN* at [29]). In this regard, I entirely agree with the forceful sentiment expressed in *Cunha* (at [9]) that such non-disclosure represents the "cancer of matrimonial property litigation". Much like dealing with cancer, there is merit in appropriate cases to taking aggressive approaches to cure such ills. In my view, the approach taken in *WRX* does precisely that.

62 Indeed, the facts of the present case illustrates the dilemma that may come up if the court is forced to elect one option to the exclusion of the other. If forced to choose between applying the uplift approach and quantification approach to the exclusion of the other, it is clear that the preferred option of the two (in that it would cause less injustice) would be the quantification approach.

Version No 1: 09 Jan 2025 (11:03 hrs)

This is because the limitation inherent in the uplift approach is that where one party is assessed to be intentionally shielding an inordinate amount of assets from the view of the court (relative to what is in fact disclosed), the uplift approach would never meaningfully allow for a fair division of assets. That is obviously the case here: on the assumption I award 100% of the declared assets to the Wife, *ie*, the maximum award I could conceivably grant under the uplift approach, the likely award of around S$100,000[105] would hardly do justice if, in fact, as is very likely, the non-declared assets are worth millions of dollars. It is therefore clear to me that the better approach to take here would be the quantification approach. There are also sound reasons, in principle, as to why, in most cases, the quantification approach is conceptually preferred to the uplift approach (Tan Ming Ren, "Honesty is the Best Policy: Adverse Inferences and Non-Disclosure of Matrimonial Assets" [2021] Sing JLS 394 at 400).

63 Nonetheless, even as it represents the better of the two approaches in cases like this one, the quantification approach itself cannot fully resolve the dilemma that arises in this case and, if employed on its own, would still possess a tendency to result in a likely undervaluation of the assets. Typically, the court would have to seek recourse to an adverse inference precisely because there are obvious markers that one party has intentionally underdeclared his or her assets and/or shielded them from the court's view. In that sense, in most of these cases, the court would not be equipped to engage in a forensic analysis of what a fair estimate for the value of that asset would be, since the very point of the strategy adopted by the non-cooperating party is to deprive the court of any meaningful way to ascertain the assets' actual worth. This makes the application of the quantification approach understandably problematic to an extent. As will be

105 This number was arrived at by summing up the total of the undisputed known assets. See Joint Summary at pp 5–7.

Version No 1: 09 Jan 2025 (11:03 hrs)

elaborated upon later, for some of the assets in question such as the value of the Indonesian entity of the Group, there are, at least, some proxies upon which to divine some valuation that would not be entirely arbitrary. For others such as the Australian entity of the Group, the absence of even a single data point for valuation means any attempted valuation would be arbitrary and uninformed and would amount to nothing more than plucking a number out of thin fair and then randomly assigning it as the value of the entity in question. This would be an entirely artificial and poor way to determine the value of a matrimonial asset.

64 In my judgment, a better way to do so, on facts such as those of the present, would be to try and divine a value for the assets that have some imperfect but reasonable proxies (*eg*, the Indonesian entity of the Group), while simultaneously allowing for an uplift of the assets to be granted to the Wife in order to further compensate her for the lack of disclosure of assets for which any attempt to ascribe a value would be nothing more than an aspiration to clairvoyance. Using both methodologies simultaneously in such a manner on the present facts would ensure that the division process remains tethered to the numbers that are available before the court, while at the same time, allow for a fair and equitable distribution of assets to be undertaken at a composite level.

65 With the above in mind, I turn to the valuation of the Indonesian entity in the Group. Based on the company profile produced by the Wife, the Husband appears to own 80% of the shareholding in the Indonesian entity, wherein the total "paid up capital" in the form of "cash funds" is 150bn Indonesian Rupiah or around S$12m.[106] As such, according to the Wife, the Husband's shareholding translates to approximately S$10,054,716 in value.[107] For completeness, I note

106 WWS at para 46; and Wife's 23 April Affidavit at p 237.

107 WWS at Annex B.

Version No 1: 09 Jan 2025 (11:03 hrs)

that this value differs from the value that would have been obtained if the parties' agreed exchange rate (1 Indonesian Rupiah is equivalent to S$0.000084) was applied to 80% of 150bn Indonesia Rupiah, namely, S$10,080,000.[108] Since the difference between these two values is marginal relative to the total sum of about S$10m, I will assume the Wife's proposed valuation of the Husband's interest in the Indonesian entity in [W] to be S$10,054,716, which is also the same value that features in the Wife's written submissions.

66 The Wife's position is that paid up capital is necessarily what the shareholder, *ie*, the Husband, paid for the shares.[109] In response, the Husband's position is that the value of the shares is not equivalent to the amount that was paid for the shares.[110] While I agree with the Husband's reasoning, the paid up capital of the company serves as a useful (and the only) starting point for assessing its value in the absence of any detailed financial information. After all, the paid up capital represents the nominal value of the shares issued by the company and reflects the value of the initial equity investment. While this is admittedly not always or even commonly co-related with the shares' actual *present* value (which incorporates a multitude of other factors), it represents a sensible base line and, is, in any event, the only available relevant proxy for the value of the Husband's shares in the company. Of course, it may very well be, as the Husband asserts, that it is no longer a fair reflection of the current market value, or that he bought the shares at a different price. However, in the present circumstances, given that the Husband is intentionally not furnishing any data point to the court for its consideration, the Wife's representation of the value of

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108 Joint Summary at p 4.

109 4 December Minute Sheet at p 11.

110 4 December Minute Sheet at p 12.

Version No 1: 09 Jan 2025 (11:03 hrs)

the paid-up capital owned by the Husband represents the only meaningful proxy available.

67 The Husband also objects to this manner of valuation of the assets in the Indonesian entity of the Group, claiming that there is no evidence to support such a proposed valuation and there is therefore nothing for the court to meaningfully value.[111] The inference that he seems to be urging the court to make is that it runs the very significant risk of overvaluing if it engages in such an exercise of linking equity placed into the company with its actual value. When the issue is seen through theoretical lenses, there may be some merit to such a concern. This is especially so if the point of the division exercise really is to divide the "material gains of the marital partnership" (*USB* at [27], and see also Leong Wai Kum, "Definition of Property as Matrimonial Asset Through the Lens of Therapeutic Justice" [2024] SAL Prac 4 at [31]) and once one takes into account the possibility or risk that some of the value of the companies might have accrued pre-marriage (or indeed, post-marriage). This must be so because, based on the evidence before me, at least some of the companies were founded before or after the marriage, such as the Czech entity in [W].[112] Be that as it may, the Wife points out, and this does not appear to be disputed by the Husband, at least the Indonesian and Singaporean entities (in the [W] Group and also the Singaporean entity in [Y]) appear to have been set up during the course of their marriage.[113] Based on a search on the Australian Business Register, it also appears that the Australian company [X] was active from November 2021, *ie*, from during the marriage.

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111 4 December Minute Sheet at p 14.

112 Wife's 16 September Affidavit at para 16 and p 103.

113 Wife's 16 September Affidavit at paras 14, 48–49.

Version No 1: 09 Jan 2025 (11:03 hrs)

68 Nonetheless, even if the valuation of the Husband's assets does involve an elevated value, he only has himself to blame for this predicament. In a room full of shadows, the one who casts a light must necessarily lead the way. The Wife's attempt at valuation was, even if based on a deeply flawed proxy, at least *bona fide* and an educated (if still much less than perfect) guess at divining the actual value of the Indonesian entity of the Group using the only meaningful proxy available to her. In stark contrast, the Husband claims, without any evidence, that the Group across its many jurisdictions is worth nothing. The Husband did not disclose any valuation documents, which only he would have immediate access to since he is the only and/or majority shareholder of some of those companies. In the absence of any financial records, whether audited or otherwise, which support the Husband's odd contention (*ie*, the contention that the entire conglomerate is worth nothing) is an assertion that I have little hesitation in rejecting outright.

69 The suggestion that the Group is collectively worth nothing is also especially difficult to reconcile with the millions in equity he initially seemingly pumped into the Group, as evidenced by the documents produced by the Wife *vis-à-vis* the Indonesian entity of the Group. Indeed, much as it seems to me that the Husband is making up his salary as he went along, it is similarly clear that he is disingenuous about the value of the Group and his other related shareholdings so as to shield their true value. I stress again that there is a real possibility that the Wife has overvalued the company or that the actual gains during marriage may be much more conservative (since, if the true facts were known, it may be that only a relatively small proportion of the Husband's shareholdings in the Group could be said to be matrimonial assets in the technical sense). However, given that the Husband is clearly intentionally shielding the necessary information from the court, he should quite rightfully

Version No 1: 09 Jan 2025 (11:03 hrs)

take the risk of such overvaluation. In fact, I parenthetically note that there is also the converse possibility that even the significant valuation suggested by the Wife may be *conservative* and represent an understatement of the value of the equity of all the companies in question.

70 I turn back to the facts. While I am able to ascribe a value (albeit imprecise) to the Indonesian entity of the Group, I am unable to do so with the Husband's interests in the other entities in the [W] Group and beyond. Given the Husband's clear attempts to obfuscate his actual net worth, there is simply no meaningful proxy that is even remotely rational upon which to actually ascribe a notional value to these assets in question. One thing however is certain: these assets were not likely to be *de minimis* in value. As an example, although ostensibly capitalised to the tune of just S$8, the Singaporean entity of the Group made an income of S$120,000 in one particular year (see above at [51(a)]). That is not a small sum by any length of the imagination, and it leaves me with little doubt that the other entities in the Group are themselves substantial. This makes it important to ensure that some steps are taken to mitigate against such a wanton act of non-disclosure.

71 For the reasons set out above, I accepted *in toto* the Wife's assessment of the *value* of the matrimonial pool (to the extent I was able to arrive at any meaningful estimate for the valuation *via* the use of a proxy). Applying the quantification approach, I return S$10,054,716 to the pool, which corresponds to the paid up share capital of the Husband's shareholding in the Indonesian entity of the Group.

Version No 1: 09 Jan 2025 (11:03 hrs)

Assets under the Wife's name

72 The Wife's assets mainly comprise her bank accounts and two insurance policies. The value of her two bank accounts (S$32,999.87)[114] and the value of the insurance policy ending with 852 (S$2,206.85) are not disputed.[115]

73 In relation to the insurance policy ending with 779, the Wife submits that its surrender value is S$15,617, which is the estimated guaranteed surrender value.[116] The Husband submits that the surrender value should actually be S$18,750.08, which is based on an e-mail from the insurance provider to the Wife herself confirming that the surrender value as of 31 December 2023 is S$18,750.08.[117] In the circumstances, I prefer the Husband's proposed value for this particular policy.

74 The Husband points out for the first time in these proceedings that the Wife, being a Malaysian citizen who resided and allegedly worked in Malaysia in the past, would have funds in her Employees' Provident Fund ("EPF") account and would also possess "assets in Malaysia".[118] The Husband argues that the Wife failed to disclose these assets,[119] and refused to provide information on her past employment throughout the marriage despite the Husband's request for such information *via* interrogatories. In response to the Husband's request for the Wife's "employment [records] throughout the marriage even when she was pregnant", the Wife stated that she had already

114 Joint Summary at p 6; and 4 December Minute Sheet at p 10.

115 Joint Summary at p 7.

116 Wife's 24 January Affidavit at p 63.

117 HWS at p 60.

118 Joint Summary at p 10.

119 HWS at paras 42–43.

Version No 1: 09 Jan 2025 (11:03 hrs)

disclosed her payslips and statements from the Inland Revenue Authority of Singapore for at least the past three years in her affidavit which would sufficiently show her income and means.[120] There was no follow-up request or response on the Husband's part to this. According to the Husband now, if these records had been provided, they could shed light on the value of her EPF account.[121]

75 In response to the above, counsel for the Wife points out that this is the first time these assertions of non-disclosure against the Wife are being raised in these proceedings. Moreover, these issues were raised in the Husband's written submissions rather than by way of affidavit, and the Husband has also not adduced any evidence in support of his assertions.[122] I agree. It has been undisputed thus far that the parties were married in June 2015 in Australia, and the Wife has been working in Singapore since 2015 (see above at [5]). There is no evidence led by either party that the Wife was working in Malaysia at any point during their marriage. Additionally, I note that the proceedings for ancillary matters have been ongoing since January 2024 and it is peculiar that the Husband only raises these specific concerns regarding the Wife's assets in his written submissions filed on 18 October 2024. The phrase, "assets in Malaysia", is also incredibly vague. I therefore see little basis to these contentions.

76 By virtue of the above, I find that the Wife's sole assets in her name, totalling S$53,956.80, is as follows:

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120 HWS at p 58.

121 HWS at para 43.

122 4 December Minute Sheet at pp 10–11.

Version No 1: 09 Jan 2025 (11:03 hrs)

Item	**Value (S$)**
Two bank accounts	32,999.87
Insurance policy ending with number 779	18,750.08
Insurance policy ending with 852	2,206.85
Total:	53,956.80

Total value of the asset pool

77 The disclosed assets under the Husband's sole name comprise: (a) the bank accounts valued at S$11,819.29; and (b) the superannuation account valued at S$37,534.28. This brings us to a sum of S$49,353.57. The Wife does not dispute these values that have indeed been disclosed despite her stance that the records for some of these accounts are incomplete.[123] For the value of the assets under the Wife's sole name, this stands at S$53,956.80.

78 As such, I find that this is the total asset pool available for division and distribution between the parties:

Item	**Value (S$)**
Joint bank account	780.10
Value of assets in Husband's name	49,353.57
Value of assets in Wife's name	53,956.80

123 4 December Minute Sheet at p 10.

Version No 1: 09 Jan 2025 (11:03 hrs)

Amount restored to matrimonial pool by way of quantification approach	10,054,716
Total:	10,158,806.47

Just and equitable division of the assets

79 I next turn to the question of division of the pool proper. Given that both spouses in the present case are working and able to make direct and indirect contributions to the household, the parties agree that the structured approach set out in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") should apply to the present matter (see also *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 at [42]). In *ANJ*, the Court of Appeal developed a three-stage test for the division of matrimonial assets, often referred to as the structured approach. It comprises the following three steps:

(a) express as a ratio the parties' direct contributions relative to each other, having regard to the amount of financial contribution each party made towards the acquisition or improvement of the matrimonial assets;

(b) express as a second ratio the parties' indirect contributions relative to each other, having regard to both indirect financial and non-financial contributions; and

(c) derive the parties' overall contributions relative to each other by taking an average of the two ratios above, keeping in mind that, depending on the circumstances of each case, the direct and indirect contributions may not be accorded equal weight and one of the two ratios may be accorded more significance than the other.

Version No 1: 09 Jan 2025 (11:03 hrs)

Direct contributions

80 The Wife and Husband do not dispute that the joint bank account should be split equally between the parties. The parties also accept that they are responsible for directly contributing to the assets in their sole name.

81 The Wife suggests that the ratio of direct contribution between the parties should be 99.6 to 0.4 in the Husband's favour, as a result of the S$10,054,716 that was returned to the matrimonial pool (see above at [71]). This approach suggested by the Wife is, with respect, incorrect in principle. In this regard, I note the Court of Appeal's guidance that if an additional sum is included in the matrimonial pool by virtue of an adverse inference rather than by disclosure, the Husband is *not entitled to credit for it* in the computation of contribution ratios (*UZN* at [57]). In other words, the sum of S$10,054,716 shall not be credited to the Husband as his direct contribution to the pool.

82 The Husband's proposed ratio for parties' direct contributions is 47.8 to 52.2, in the Wife's favour.[124] Based on my above findings and calculation, I agree with the Husband's proposed ratio:

Item	Husband (S$)	Wife (S$)
Joint assets	$390.05	$390.05
Sole assets	$49,353.57	$53,956.80
Total	$49,743.62	$54,346.85
Ratio	**47.8%**	**52.2%**

[124] Joint Summary at p 14.

Version No 1: 09 Jan 2025 (11:03 hrs)

Indirect contributions

83 On the matter of indirect contributions, the Wife claims that this should be assessed to be 85:15 in her favour.[125] Meanwhile, the Husband claims that the parties contributed equally to the household and that the indirect contributions on the part of each party is 50:50.[126]

84 In my view, neither estimate appears to be reflective of the reality of the situation. On a reading of the entirety of the evidence before me, I accept that the Wife contributed more indirectly to the marriage, having regard to the fact that the Husband had to constantly travel for work during the marriage.[127] This necessarily means that the Wife would have largely been the party vested with the responsibility of taking care of the domestic affairs of the household. Additionally, since the Husband left the Premises in July 2022, the care of the Child primarily fell on the Wife, and she also shouldered most if not all of the Child's caregiving and expenses since then.[128]

85 That said, there is very little to suggest that the Husband was an entirely absent father. Where the Husband was absent, it was largely for reasons outside his control which he ought not to be penalised for, such as when he was away for a prolonged period of time during the COVID-19 pandemic and as a result of the border restrictions that ensued. Nonetheless, even on the Husband's own submissions,[129] it is clear that he struggles to highlight why he should be given

125 WWS at para 71.

126 HWS at para 54.

127 Wife's 16 September Affidavit at para 48; and Husband's 17 September Affidavit at para 17.

128 WWS at paras 25 and 70.

129 HWS at para 53.

Version No 1: 09 Jan 2025 (11:03 hrs)

equal credit for indirect contributions, with some of the allusions that he makes – *eg*, that he made effort to come back to Singapore during the pandemic from Australia, that he contacted the Child over WhatsApp when they were separated, sent gifts to the Child and the Wife, and that he changed his travel plans to attend gynaecologist sessions with the Wife – themselves being reflective of the reality that he was doing no more than playing a secondary role to the Wife when it comes to contributions to their joint life together and to their Child. On balance, taking into account the above considerations, it would be appropriate to assess the indirect contributions at 75:25 in the Wife's favour.

Overall contributions

86 The third step under the *ANJ* framework would be to derive the parties' overall contributions relative to each other. The guidance given by *ANJ* (at [27]) is instructive in so far as it focuses the discussion on three non-exhaustive, but typically instructive, considerations, as follows:

(a) The length of the marriage, whereby the longer the marriage, the more indirect contributions would be accorded significance;

(b) The size of the pool of matrimonial assets. If such pool is extraordinarily large, then direct contributions would normally play a more outsized role than indirect contributions;

(c) The extent and nature of indirect contributions made, and in particular, the true nature and depth of the homemaking and caregiving responsibilities in the marriage.

87 On this front, the Husband claims that little weight should be given to indirect contributions, though he does not provide further details of what

Version No 1: 09 Jan 2025 (11:03 hrs)

weightage should be ascribed to it. In particular, he contended that the situation in this case was "not the usual norm" as:[130]

> The marriage lasted for about 8 years before the [Wife] filed for current divorce proceedings. However, it should also be noted that the parties agreed that they were basically separated from each other for most part of their marriage. There is little to show that one party indirectly contributed more, or less, than the other. The [Wife] was gainfully employed and was studying, with the Child mostly cared for by her parents. Such arrangement can be similarly be [*sic*] arranged by the [Husband] if the [Wife] allows …

88 The Wife, on the other hand, suggests that indirect contributions should be given the same weightage as direct contributions, in light of her own "substantial indirect contributions" not only towards the family *qua* spouse, but also towards the Child.[131]

89 As I had observed in *WUI v WUJ* [2024] 5 SLR 979 ("*WUI*") (at [71]), the matter of the appropriate weight to be placed on indirect contributions is necessarily a fact-specific exercise and, in that sense, existing jurisprudence would be of little guidance. It is also, in some senses, impressionistic, in so far as such an assessment, by its very definition, defies scientific precision and must be done by way of "broad strokes" (*ANJ* at [30]). In coming to a conclusion on this, I specifically was guided by the following considerations:

(a) While the duration of the marriage was not *de minimis*, it was also not particularly long and lasted for about eight years. I had made certain observations about marriages of such length in *WUI* (at [69]), suggesting that, on its face, this may mean giving slightly less weight towards indirect contributions and I would echo such observations here.

130 HWS at para 55.

131 WWS at paras 67–70.

Version No 1: 09 Jan 2025 (11:03 hrs)

In coming to this conclusion, I gave no weight to the Husband's contention that the "parties agreed that they were basically separated from each other for most part of their marriage".[132] To my mind, much of the *physical* separation between the parties for a large part of their marriage was a result of the pandemic and also the nature of the Husband's job. While the Husband cannot be blamed for such physical separation, it is absurd to suggest that the Wife's contributions to the marriage and the Child should be attenuated as a result of this. Indeed, if nothing else, the fact that she was forced albeit by circumstances to work full-time *and* to simultaneously take care of the Child because the Husband was involuntarily stuck overseas should be a factor to her credit, rather than her detriment.

(b) The court's approach to determining the value of the matrimonial pool, would itself, be of some relevance – to take a simple example, if I had taken the Husband's assessment of what the matrimonial pool would have been (which would have amounted to a relatively paltry six digit sum as opposed to a matrimonial pool comprising an eight digit sum as I have found), then, in all likelihood, indirect contributions would take an added significance. This must be so as a matter of logic: just as much as direct contributions play an outsized role when the matrimonial pool is extraordinarily large (*ANJ* at [27(b)], citing *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157), so too that the converse should generally be true, that indirect contributions would take on more prominence when the matrimonial pool is modest. On the present facts, given that the matrimonial pool is large because I found in favour of the Wife's

132 HWS at para 55.

Version No 1: 09 Jan 2025 (11:03 hrs)

methodology in assessing the contours of the pool liable for division, that would itself be a factor that depresses the weightage to be given to indirect contributions.

(c) I also gave some weight to the fact that the Wife was largely the caregiver for the Child. In this regard, I rejected the Husband's self-interested and entirely unprincipled suggestion that the Wife's parents' contributions to caregiving should be entirely ignored because he could have, in a different world, arranged for his own parents to take care of the Child.[133] That alternative reality that he alludes to does not exist, and that reality is not the one in which this court must oversee the division of matrimonial assets. The court will not engage in such speculative exercises in saying a party *could have contributed more*, as such a discussion will invariably lead to both parties making entirely unhelpful and self-interested statements about how they could do more in an alternate reality, and if the circumstances were different. The question is not about whether one *could* do more (since such a question will *always without exception* be answered in the positive), but whether one in fact *did* do so. Credit cannot be given for intent, especially not for intent unsupported by practical expression.

Conclusion on division of matrimonial assets

90 On the present facts, having regard to the above considerations, I am of the view that a 70:30 weightage in favour of direct financial contributions would be fair.

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133 HWS at para 55.

Version No 1: 09 Jan 2025 (11:03 hrs)

91 Finally, as I alluded to earlier (see above at [64]), I find that there is basis to cumulatively apply both the quantification and uplift approaches in this case to achieve a fair result. On these present facts, I am inclined to effect a further 10% uplift to the Wife as a result of the blatant and egregious non-disclosure in this case which is seemingly without equal in our courts. To my mind, it is clear that such an uplift is needed: it is self-evident to me that the assets being hidden from the view of the courts are in the range of millions, and I see no reason why the courts should shy away from taking the steps necessary to effect broad justice between the parties by ensuring that the Wife is not unduly prejudiced by such non-declaration.

92 The overall ratio, and final division of the total value of the matrimonial pool (S$10,158,806.47) is as follows:

	Husband	**Wife**
Direct (70%)	47.8%	52.2%
Indirect (30%)	25%	75%
Average Ratio (rounded off)	41%	59%
Final ratio (after 10% uplift for the Wife)	31%	69%
Final division of assets (rounded off)	$3,149,230	$7,009,576

93 The final ratio is therefore 69:31 in the Wife's favour, which is much higher than the 50:50 split that the parties agree is appropriate. I note that, even taking into account the Wife's erroneous calculation of the ratio of direct

Version No 1: 09 Jan 2025 (11:03 hrs)

contributions (see above at [81]) such that her proposed overall ratio may also be incorrect, the outcome I have proposed here is considerably more favourable to the Wife than she herself had sought in these proceedings. In cases like these, I am of the opinion that the court should not shy away from making it clear to parties like the Husband that such acts of shielding assets wantonly will be met with a response which disincentivises such behaviour. As I have taken pains to impress earlier, to the extent this potentially over-compensates the Wife, the Husband has only himself to blame.

94 Based on the final division outlined at [92] above, the Wife is entitled to the sum of S$7,009,576, being 69% of the matrimonial assets. To give effect to the division of the matrimonial pool, after accounting for the joint assets and the assets in the Wife's name, the Husband is to transfer to the Wife a total of S$6,955,229 (rounded off to the nearest dollar) within six months of this decision.

95 I note the Husband's assets are in the form of shares in a private company and, in that sense, their liquidity may be uncertain. Consequently, following from the Husband's own refusal to disclose any information about these shares, there is no evidence before me as to the liquidity of the Husband's shares in the Indonesian entity of the Group. However, here, if the Husband wished to raise any issues regarding the liquidity of the shares, he could and should have submitted an alternative valuation of the shares that was, for example, adjusted for lack of control or marketing (see, for example, *WPN v WPO* [2023] SGHCF 38 at [48]–[52]). The Husband's failure to provide the court any alternative valuation or any relevant information regarding his shares is, with respect, by his own design. I have nonetheless provided a liberal time frame (of six months, as set out in the preceding paragraph) for him to effect the necessary transfer to mitigate against any practical concerns on liquidity.

Version No 1: 09 Jan 2025 (11:03 hrs)

96 For completeness, I also note the Wife's request for an order that the surrender proceeds of the Endowment Fund should be transferred to her to be held on trust for the Child. In my view, the surrender proceeds (if any) of the Endowment Fund would already have formed part of the Husband's assets, such that the effect of the adverse inference drawn against the Husband (by way of the uplift approach) would have taken these proceeds into account.

Other matters

97 I next deal very briefly with three other ancillary matters that have arisen, relating to three specific assets within the broader pool of matrimonial assets. I would highlight at the outset that these assets are, relatively speaking, very small parts of the matrimonial asset pool. To be fair, at the hearing before me, counsel for the Husband candidly admitted that he accepted that there was little legal basis for the requests in question, and that it would go against the grain of the jurisprudence to mandate that the Wife returns these items.[134] Nonetheless, I deal with each request briefly.

98 First, the Husband is seeking the return of the wedding thali (wedding ceremonial jewellery).[135] The Wife indicates that she is not in possession of the same, and therefore urges the court to make no order on this.[136] In my view, it is difficult to make any order on an item that the alleged possessor claims is not actually with them (and there is no evidence to specifically contradict this). I therefore make no order on this.

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134 4 December Minute Sheet at p 10.

135 HWS at para 58.

136 WWS at para 75.

Version No 1: 09 Jan 2025 (11:03 hrs)

99 Second, the Husband also seeks the return of a wedding gift apparently amounting to about RM10,723 (about S$3,270) though he indicates that he is agreeable for the value of this to be divided between the parties.[137] I decline to make any such order. On the present facts, this would, in practical terms, already form part of the matrimonial pool. To the extent there is any of this sum left, it would presumably be part of the matrimonial assets already in the mix for division. To the extent there is none of this sum that is left, it would be inappropriate to seek to divide monies which are no longer in the possession of either party. In any event, it appears to me that the value of such a wedding gift is sufficiently small (especially if we go by the logic that the value should be split evenly between both parties) such that it would not make substantive difference to the outcome of the division process.

100 Third, the Husband seeks the return of the costs of the application for Australian permanent residency for the Wife, which apparently costs A$7,715 (or approximately S$6,800). I decline to make any such order. In a case involving the division of matrimonial assets, it would be somewhat unfortunate for a court to encourage all parties involved to engage in bean-counting and to demand each side return costs associated with things one party has done for the other. Should, for example, one party be made to compensate for a laptop purchased for the other party during the course of a marriage? Should one be made to return half-rent for staying in a rented property that the other paid for fully during the subsistence of a marriage? The answer to me is obvious – the court should not encourage either party to partake in an exercise where each side sets out a litany of payments made ostensibly on behalf of, or that benefits, the other side during the course of a marriage and to demand the return of such

137 Husband's 17 September Affidavit at para 29; and HWS at para 58.

Version No 1: 09 Jan 2025 (11:03 hrs)

value. Indeed, to allow for this would be to encourage parties to consistently keep the score and receipts of what they did for the other side throughout the subsistence of the marriage, as insurance that one day they can claim it all back. As the Appellate Division of the High Court noted recently in *WQP v WQQ* [2024] 2 SLR 557 (at [61]), and I agree, "[s]ad is the day when married couples keep records or organise their affairs in ways that will put them in a better financial position in the event that the marriage ends in divorce".

Maintenance for the Child

Quantum of maintenance

101 I next turn to the matter of maintenance for the Child. First, I deal with the issue of the quantum of such maintenance. The Wife's initial position is that the Child's monthly expenses are around S$7,898 per month (a quantum that she then approximates downwards to about S$7,800 a month).[138] The Wife then places a caveat to the proposed amount of S$7,800: given that the Child may be attending an international school in due course, the Child's expenses may be elevated by S$1,000 to S$1,500 beyond the estimated S$7,800 due to the increase in school fees and related expenses.[139]

102 In contrast, the Husband's estimate of the Child's monthly expenses is S$2,800 (which is rounded up from S$2,769.56).[140] The Husband suggests that some of the Child's expenses are excessive (or, in his words, "extravagant"), and that much of the expenses provided for are inflated, or otherwise

138 WWS at para 30.

139 WWS at para 31.

140 Joint Summary at p 18.

Version No 1: 09 Jan 2025 (11:03 hrs)

unnecessary.[141] As examples, the Husband claims that there is no need for the Child to undergo various enrichment classes, including martial art classes, additional reading classes, or art classes and expected tuition expenses are artificial in so far as a child of six years old simply does not require such classes.[142]

103 As provided for under s 69(4) of the Women's Charter 1961 (2020 Rev Ed) (the "Charter"), maintenance is ordered to provide for the reasonable needs of the child, having regard to all the relevant circumstances of the case. I note that the mere fact that the parties have been paying for certain items during the marriage "does not automatically render such expenses *reasonable* expenses for the purposes of determining maintenance" (*WBU v WBT* [2023] SGHCF 3 ("*WBU*") at [9]). Instead, parties should show "how their projected expenditure for the child's expenses is reasonable having regard to all relevant circumstances, including the child's standard of living and the parents' financial means and resources", and any other "changed circumstances following the marital breakdown" which invariably impacts the family's financial needs and resources (*WBU* at [9]).

104 It flows from the above that parties should avoid an overly mathematical approach, and a "budget" approach should be preferred – whereby "broad categories of the child's estimated needs are identified, and a corresponding reasonable sum is proposed for each category" (*WBU* at [10]). Indeed, the court will also not be overly prescriptive in how these budgeted moneys are applied to various expenses (*WBU* at [11]). The nature of parenthood is that we all understandably want the best for our children, whether it is providing them with

141 HWS at paras 25–26.

142 HWS at paras 22 and 26.

Version No 1: 09 Jan 2025 (11:03 hrs)

the finest education, the most enriching experiences, or a future full of opportunity. However, it is important to temper that with financial realities and with a realistic budget, particularly in a situation where the marital breakdown has broken one household into two, and resources must now be stretched across two households. In some ways, this is nothing more than a reflection of the lessons that we impart to our own children: teaching our children the value of hard work, resilience and managing expectations is just as important as any material gift any of us as parents can provide, for teaching them the ability to navigate life's challenges (and financial constraints) with grace is often itself a valuable life lesson.

105 It is also the reality of these things that the expenses of and opportunities available to children of well-heeled individuals may be vastly different from those with limited resources. Nonetheless, this court has previously observed that a child's "reasonable needs" are not determined solely by the financial capabilities of its parents, and while "wealthy parents may indulge their children beyond what they reasonable need, they can expend their largesse at their pleasure" as the "court is only concerned with what a child in the circumstances reasonably needs" (*WOS v WOT* [2023] SGHCF 36 ("*WOS*") at [50]). In that case, the court considered that the child's overseas tertiary education was not a reasonable expense simply because the parents could afford it (*WOS* at [50]), though it ultimately noted that the issue is "academic" because the ship has sailed – the child was already living overseas and attending university abroad such that any child maintenance award must take these circumstances into account (*WOS* at [51]). As succinctly observed in *VZJ* as well (at [71]):

> The reality, however, is that the parties will often ask the court to order maintenance to be paid in respect of luxuries that the other party does not agree to incur. *Whether such luxuries are in the best interests of the child is a matter of parenting views, and the court is not the correct forum to endorse one parenting*

Version No 1: 09 Jan 2025 (11:03 hrs)

> *view over another. In such circumstances, careful consideration must be given when declaring expenses as reasonable, especially when such a declaration would essentially coerce one parent into accepting the other's parenting approach* (see *WLE v WLF* [2023] SGHCF 14 at [29]).
>
> [emphasis added]

106 In *WBU* (at [11]), the court similarly observed that any conflict in parenting approaches should be resolved by parents, and not the court:

> … In drawing up the appropriate budget, parties may disagree over decisions such as what to spend on for the child's benefit, including what the child is to eat, what enrichment classes the child should attend, and even which lifestyle habits to cultivate in the child. *These are fundamentally parenting decisions involving parents' views and aspirations for their child which are personal and unique to each set of parents. A court of law is not the most appropriate forum to resolve such parenting matters. Instead, it is a fundamental part of the parties' parental responsibility to attempt to resolve their differences and come to a compromise for the child's best interests.* Even after a marriage has broken down, the mutual "give and take" which is the very pith and marrow of family decision-making should not cease.
>
> [emphasis added]

107 I agree with the observations above. In this context, it would be inappropriate for the court to pass judgment on whether a six-year-old should be attending international school, a special reading or performance class, or a martial art class, as this is simply not the forum to resolve any conflict in parenting approaches. Thus, the court will only bear in mind the *reasonable* expenses of the child, having regard to the relevant circumstances. Nonetheless, even if a certain item may be considered to be a "luxury", where both parties agree and are willing to shoulder a certain expense for the Child and there is evidence that the Child has been incurring such expense, I am of the view that it may be reasonable and sensible for such sums to be included in the quantum of child maintenance to be awarded. In this regard, I highlight that for many categories of expenses where the Husband does not dispute that the expense is

Version No 1: 09 Jan 2025 (11:03 hrs)

reasonable for the Child, he did not propose an alternative quantum and merely left it to the court's determination.

School fees

108 While the Husband initially indicated that the Wife's projected school fees for the Child (of between S$2,500 to S$3,500 of monthly school fees for international schools selected by the Wife) is excessive,[143] he also accepted that, if the school of choice for the Child is discussed by both parties and agreed to be good for the Child, he is happy to shoulder his share of the Child's school fees.[144] Given the fluid nature of the Child's projected school fees, I make a separate order that, once a decision for the Child's school of choice is reached by both parties and the Child's school fees are more certain, then that quantum will be ordered as part of the reasonable maintenance for the Child.

Enrichment classes

109 As alluded to above from [105]–[107], enrichment classes are generally not reasonable expenses for the Child that the court may take into account when divining a quantum for child maintenance. This is, I note, aligned to the Husband's position that these classes are not necessary for their six-year-old child, that he was kept in the dark about the full extent of the Child's expenses and he did not consent to putting the Child through the enrichment classes.[145] In *WBU* (at [20]–[21]), the court there also found that the mother's estimated expenditure for the five-year-old child's enrichment classes, including swimming, art, speech and drama and academic classes, despite the fact that

143 WWS at para 28; and HWS at para 22.

144 4 December Minute Sheet at p 9.

145 Husband's 17 September Affidavit at paras 32–33.

Version No 1: 09 Jan 2025 (11:03 hrs)

these were all premised on actual expenditure, was far higher than was reasonably needed for the child, having considered the child's age and the fact that the child had not yet started schooling. The court in *WBU* disagreed with the mother's proposed budget of S$1,400 for the child's enrichment, and it did not disturb the District Judge's finding that a budget of S$500 was reasonably sufficient for the child there.

110 I note that the Husband does not dispute the principle behind and utility of *some* of these enrichment classes and that he appears to consent to the Child continuing these particular lessons. For instance, the Husband does not contest, in principle, the swimming lessons and the play therapy classes for the Child nor the frequency for these classes,[146] which total at S$760 in expenses per month. Broadly speaking and applying the budget approach, I find that a total budget of S$1,000 for the Child's enrichment is appropriate, having regard to the circumstances such as the parent's financial ability and what is reasonably necessary for the child.

Household expenses

111 I now summarise the parties' positions on the Child's household expenditure. In doing so, I first set out the overall household expenses:

S/N	Item	Husband's case	Wife's case
1	Rent	Leaves it to the court's determination.	S$4,300
2	Utilities	Leaves it to the court's determination.	S$350

146 Joint Summary at pp 16–17.

Version No 1: 09 Jan 2025 (11:03 hrs)

S/N	Item	Husband's case	Wife's case
3	Internet or mobile	Leaves it to the court's determination.	S$250
4	Housing maintenance (air-conditioner servicing, household repairs and cleaning)	This expense is inflated.	S$840
5	Groceries	This expense is inflated.	S$1,200
6	Netflix subscription	Leaves it to the court's determination.	S$26
Total		No quantum provided.	S$6,966

112 The Wife is presently residing in the rented Premises with her mother and the Child. As such, for her proposed quantum for the Child's household expenses, she suggests a third of the total household expenditure of S$6,966, which approximates to S$2,322.[147]

113 In the recent decision of *XGA v XGB* [2024] SGHCF 47, the court there intimated that expenses such as Netflix are luxuries that cannot be claimed in the context of child maintenance (at [24]). To the extent the court in that case suggested that such streaming services would, *in principle*, never amount to claimable expenses, I would respectfully disagree. In my judgment, whether

147 WWS at para 30.

Version No 1: 09 Jan 2025 (11:03 hrs)

Netflix or other such streaming services may be claimed as child maintenance would be fact-dependent. Indeed, Netflix services (or, for that matter, any other streaming services) are increasingly quite conventional in many households in the same way broadband and/or other entertainment expenses for the home may represent conventional expenses, and often, as appears to be the case here, are claimed as a substitute to (often pricier) cable television. There is, in my mind, no reason in principle why this should not be allowed.

114 In relation to the monthly expenditure for housing maintenance, the Wife has since clarified that S$840 is an incorrect estimate, and that this expense is more accurately estimated at S$200 instead.[148] In my view, this is a much more reasonable number which I adopt accordingly. I agree with the Husband that the quantum provided for groceries appears high, but parties have not provided any receipt or other values to work with.[149] I thus apply a broad brush approach and find that the Child's monthly reasonable household expenditure is S$1,900.

115 For completeness, given that the Wife has clarified that expenses for household maintenance is S$200 a month instead of S$840, the *Wife's case* for the total monthly household expenditure is thus S$6,326 instead of S$6,966, and her proposed quantum for the Child's household expenditure would thus be S$2,100 (rounded down) instead of S$2,322.

Conclusion on quantum of child maintenance

116 With the above in mind, I find that Child's monthly reasonable expense is S$3,700, excluding school fees:

148 Joint Summary at p 24.

149 HWS at p 12.

Version No 1: 09 Jan 2025 (11:03 hrs)

S/N	Item	Husband's case	Wife's case	Court's decision
1	School fees	S$1,200	S$2,180. This may increase to S$2,500 to S$3,500 if the Child is enrolled in an international school.	Separate order to be made once Child's school fees are known.
2	"Perform and Read" classes	The expense is unnecessary.	S$516	S$1,000
3	Art class	The expense is unnecessary.	S$252.88	
4	Martial arts class, with uniform and grading fee	The expense is unnecessary.	S$260	
5	Swimming classes	Leaves it to the court's determination.	S$160	
6	Play therapy sessions	Leaves it to the court's determination.	S$600	
7	Toys	Leaves it to the court's determination.	S$50	S$50

Version No 1: 09 Jan 2025 (11:03 hrs)

S/N	Item	Husband's case	Wife's case	Court's decision
8	Medical expenses	S$50	S$200	S$150
9	Insurance, deductibles and co-payments	Leaves it to the court's determination.	S$309.56	S$309.56
10	Additional school hours	The expense is unnecessary.	S$150	Disallowed. Unclear head of expense.
11	Books	S$50	S$100	S$50
12	Clothes, school shoes and other essentials	Leaves it to the court's determination.	S$80	S$80
13	Leisure or entertainment	Leaves it to the court's determination.	S$80	Disallowed. Not a reasonable expense.
14	Meals or dining out	Leaves it to the court's determination.	S$80	Disallowed. Not a reasonable expense.
15	Travel or vacation	The party that is bringininig the child for a vacation	S$200	Disallowed. Not a reasonable expense.

Version No 1: 09 Jan 2025 (11:03 hrs)

S/N	Item	Husband's case	Wife's case	Court's decision
		should cover the cost.		
16	Pocket money	S$20	S$50	S$50
17	School field trips	Leaves it to the court's determination.	S$30	S$30
18	Events, gatherings or gifts	This expense is unnecessary.	S$80	Disallowed. Not a reasonable expense.
19	After school transport for lessons	S$50	S$150	S$50
20	Haircut	S$10. Child does not need a haircut every month.	S$25	S$25
21	Housing expenses	No quantum provided. See above at [111].	S$2,100	S$1,900
Child's total estimated expenses (rounded off)		~ S$2,800 (including school fees)	~ S$7,800 (including school fees)	~ S$3,700 (*excluding* school fees)

Version No 1: 09 Jan 2025 (11:03 hrs)

117 As can be seen from the table above, the parties are to bear their own expenses when, for example, bringing the Child out for leisure, meals, holidays and events.

Apportionment of maintenance

118 Both the Wife and the Husband are in agreement that the maintenance for the Child should be apportioned equally. I agree. However, this leaves me to consider whether it is feasible to order equal apportionment in light of the Husband's assertion that his income is only S$7,500 a month.

119 The Court of Appeal observed that, in terms of maintenance for the child, financial obligations of parents may differ depending on their means and capabilities (*AUA v ATZ* [2016] 4 SLR 674 at [41]):

> Section 68 [of the Charter] states that a parent's duty is to provide what is "reasonable having regard to his or her means and station in life". This is buttressed by s 69(4) of the Charter, which specifically directs the court to have regard to "all the circumstances of the case", including, among other things, the income and earning capacities of the wife and child in deciding what sum to order in maintenance. Undergirding these provisions is the principle which we would, to borrow an expression from another area of the law, call the principle of common but differentiated responsibilities: *both parents are equally responsible for providing for their children, but their precise obligations may differ depending on their means and capacities* (see *TIT v TIU* [2016] 3 SLR 1137 at [61]). *The Charter clearly contemplates that parents may contribute in different ways and to different extents in the discharge of their common duty to provide for their children.*
>
> [emphasis added]

120 I return to the Husband's claim that he only earns about S$7,500 a month. If indeed this is factually true, then it would not be sensible or realistic to expect him to potentially dedicate close to half of his monthly salary (assuming that the Child's school fees will be at least S$2,000 a month) for the

Version No 1: 09 Jan 2025 (11:03 hrs)

expenses of his Child, especially when seen against the backdrop of the Wife's much higher declared salary. Nonetheless, I have little hesitation in rejecting such an account of his monthly salary. The Husband's statement that he earns S$7,500 per month is a bare assertion devoid of any context or documentation. He provides no income tax statements, salary slips, or any other documents from any of the jurisdictions he has businesses in that supports this claim of his alleged income. It is obvious to me that this number is not a fair reflection of his actual income, which is likely considerably higher in reality. The credibility of such a number has to be seen against the backdrop of the fact that, as I explained above, the Husband is clearly intentionally shielding assets from the court with a view to painting a caricature of his actual financial standing. I therefore have little reason to believe that S$7,500 bears any form of rational connection to his actual income, even if I am not able to definitively conclude as to what his average monthly income in fact is. In the premises, I am of the view that there is no reason not to have the Husband pay his fair share of the Child's monthly expenses.

Lump sum or monthly payments

121 I next turn to the question of whether such maintenance should be in the form of a lump sum payment or by way of monthly payments. In her latest ancillary affidavit, the Wife clarifies that she primarily seeks such monies on a lump sum basis in order to afford a clean break between the parties, namely, a lump sum of S$783,900 (*ie*, S$3,900 per month for 201 months).[150] The use of a multiplier of 201 months is because this represents the number of months between September 2022 to the month that the Child reaches the age of 21.[151]

150 Wife's 16 September Affidavit at para 73; and WWS at paras 34–36.

151 WWS at para 37.

Version No 1: 09 Jan 2025 (11:03 hrs)

When counsel for the Wife was asked about how the issue of possibly elevated school fees may feature in the calculation of a lump sum, she intimated that any increase in school fees may be the subject of a secondary order for another lump sum.[152]

122 As noted by the Court of Appeal in *AYM v AYL and another appeal* [2014] 4 SLR 559 ("*AYM*") (at [18]), a lump sum payment would be typically sensible where it allows the parties to have a clean break from the marriage (*Lee Puey Hwa v Tay Cheow Seng* [1991] 2 SLR(R) 196 at [9]) and where default in periodic payments may be likely and such lump sum payment would not cripple the husband financially (*Neo Mei Lan Helena v Long Melvin Anthony (Yeo Bee Leong, co-respondent)* [2002] 2 SLR(R) 616 at [68]–[70]). In this connection, I stress that one key question that would arise in considering whether a lump sum payment would be sensible is to consider whether such an order is most likely to prevent any further legal disputes between parties, particularly where there have been, or there are, a multiplicity of legal proceedings between the parties (*AYM* at [21]). A further factor in this regard is whether the parties have moved on. In *AYM*, for example, the fact that the wife and children had relocated to another continent altogether, and the fact that the Husband had since remarried and had step-children to care for (at [20]), necessarily meant that the parties' primary interaction would be on the matter of continued maintenance. The court in *AYM* found that a lump sum payment is called for in those circumstances to "enable both parties to move on with their lives and avoid further rancorous interactions" (at [20]), especially given the backdrop of exceptional acrimony between those parties such that it generated "substantial litigation in both the

152 4 December Minute Sheet at p 5.

Version No 1: 09 Jan 2025 (11:03 hrs)

State Courts and the Supreme Court, and ha[d] already come up before the Court of Appeal on one previous occasion" (*AYM* at [5]).

123 In my view, there is no basis for the awarding of a lump sum payment in the present case. It is clear that, for better or for worse, the parties *must* continue to work together given that they continue to have joint custody of the Child, and both parties agree that some access must be given to the Husband with the Child on a regular basis (even if they disagree on the specifics of this). In that sense, unlike in *AYM*, the parties here must, and will have to, continue to work together and co-operate with each other. Granting a lump sum maintenance in these circumstances would not accrue any of the benefits envisioned – indeed, in these circumstances there are at least two primary downsides to a lump sum maintenance. First, it ignores the reality that the Child's expenses in this case can vary significantly at short notice. As a simple example, if the Child moves, at any time, from an international school to a local school, the costs of his upkeep could very well vary significantly (likely downwards) almost overnight. Similarly, in view of the Child's young age, his needs and expenses will change as he grows up. I note that the Wife accepts this reality and claims that she is happy to accept that she runs the risk of not being able to claim more if the Child's expenses suddenly spike.[153] In my judgment, that would not be ideal since the Child should not be deprived of essential living expenses purely because of a strategic move by one spouse or the other. Second, lump sum maintenance can symbolically appear to take away from the sense of agency of the Husband as one of the two parents of the Child, since the tangible financial link between father and child is hollowed out altogether. I emphasise that this would make eminent sense when the father is not envisioned to be in

153 4 December Minute Sheet at p 5.

Version No 1: 09 Jan 2025 (11:03 hrs)

the child's life anymore, but it seems to be not all that sensible in a situation where the father is expected to continue to be part of the child's life.

Backdating

124 I finally turn to the question of whether the child maintenance order ought to be backdated, and if so, to which date. The Wife contends the maintenance should be backdated to September 2022, because this is when the Husband stopped contributing to the expenses at home.[154] The Husband does not dispute the fact that he stopped shouldering the Child's expenses from that particular date, and he also accepts in principle that maintenance for the Child should be backdated.[155] The Husband explains that he only stopped paying for the Child's expenses in 2022 because the Wife closed the bank account that was used for the payment of the Child's expenses. He also highlights that he has always been willing to pay for his share of the Child's expenses, but that this should be, much like what is stated above, at the lower rate of S$1,400 a month.[156]

125 In *AMW v AMZ* [2011] 3 SLR 955 ("*AMW*") (at [9]), the court there observed that the date of the writ may typically serve as a reference point for the date that maintenance ought to be backdated to, since "a claim for maintenance will usually arise when or after a writ is filed for the dissolution of a marriage". Nonetheless, the court has wide powers (under s 127(1) of the Charter) to order maintenance to commence from whichever date the court considers fair (*AMW* at [13]):

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154 WWS at para 48.

155 HWS at para 28; and 4 December Minute Sheet at p 9.

156 HWS at para 28.

Version No 1: 09 Jan 2025 (11:03 hrs)

> … The point is that the court has a wide power to order maintenance to commence from whichever date the court considers fair. *The court may even order maintenance to be backdated to a date before the writ was filed, for example, to a date when the applicant left the matrimonial home and was paying for all her expenses on her own.*
>
> [emphasis added]

126 With the above in mind, I find it appropriate to backdate the maintenance to September 2022, which is the undisputed date from which the Husband stopped financially supporting the Child.

127 Since the Child has been attending child care with monthly school fees of S$2,180, I add half of that sum (*ie*, S$1,090) to the half-share of the Child's monthly reasonable expense to be paid by the Husband (*ie*, S$1,850). This brings the multiplicand for backdated maintenance to S$2,940. Multiplying this by 28 (the number of months between September 2022 and December 2024, with both these months inclusive), I arrive at S$82,320.

128 The monthly rental of the Premises was initially S$4,100, but it was increased to S$4,300 with effect from 18 September 2024.[157] Hence, for two years from September 2022 to September 2024, the Wife paid S$200 less each month in rent, or S$4,800 less in total. Dividing this by three to account for the Child's one-third share of the rent (see above at [112]), I arrive at S$1,600. I deduct half of this amount (*ie*, S$800), which corresponds to the Husband's half-share of the Child's reasonable expenditure, from the backdated maintenance to be paid by the Husband.

129 Hence, the total amount of backdated maintenance to be paid by the Husband is S$81,520.

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157 Wife's 16 September Affidavit at p 198.

Version No 1: 09 Jan 2025 (11:03 hrs)

Conclusion for child maintenance

130 In conclusion, I make the following orders for the maintenance of the Child:

(a) The Husband shall pay to the Wife a sum of S$1,850 a month as reasonable maintenance for the Child, commencing in January 2025.

(b) The Husband shall pay to the Wife half of the Child's monthly school fees as reasonable maintenance for the Child each month, on top of the S$1,850.

(c) The Husband shall pay a lump sum of S$81,520 of backdated maintenance for the Child from September 2022 to December 2024 (inclusive), to be paid by end-February 2025.

Spousal maintenance

131 On the matter of spousal maintenance, the Wife seeks maintenance of S$2,150 per month for 12 months, *ie*, S$25,800 in total. The Wife's approach to this is that S$2,150 is half of the rental payment for the Premises which she resides in with the Child and her mother. According to the Wife, S$2,150 accounts for the Husband's share of the rental payment which he would have contributed to if he had continued residing in the Premises.[158] The Husband, on the other hand, contends that no spousal maintenance ought to be forthcoming, noting that there is no evidence that the Wife's earning capacity has been diminished in any meaningful way in the course of the marriage.[159]

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158 WWS at para 78; and 4 December Minute Sheet at p 8.

159 HWS at paras 9–19.

Version No 1: 09 Jan 2025 (11:03 hrs)

132 With one eye to the considerations set out in s 114(1) of the Charter, I decline to grant any order for spousal maintenance. As noted in *CGX v CGY and another appeal and other matters* [2014] SGHC 256 (at [78]), maintenance should not be granted as a matter of course, but on the basis that the facts of the case can support such a request. In my view, they do not. While I take issue with the Husband's claims that he only earns S$7,500 a month, I note that the Wife presently earns about S$14,800 a month, against the backdrop of claimed expenses of S$18,694.53 a month.[160] On this front, it would appear to me that some of the expenses claimed by the Wife may not be aligned to her actual expenses moving forward. For example, in suggesting that she would be out of pocket for around S$3,000 a month for the school fees for her master's education programme, it would appear that most if not all of the payments for the programme would have already been incurred (since she would be graduating in April 2025),[161] so, in that sense, moving forward, the payments she claims to need to make no longer exist or are at the cusp of concluding. This is above and beyond the question of whether the Husband should have a duty to bear the costs of such further education on her part.

133 Furthermore, expenses such as a sum of almost S$1,000 for gym expenses per month strikes me as somewhat excessive, at least when seen against the context of whether the Husband should be partly responsible for picking up the tab on this. A party is of course, entirely free to elect how they choose to spend their income, but the court must necessarily question these expenses if the claim is being made that their former spouse bears a responsibility, in part or in full, for fulfilling any shortfall in expenses as a result. I further note, as the Husband also contends, that she is relatively successful in

160 Joint Summary at p 24.

161 Wife's 16 September Affidavit at p 161.

Version No 1: 09 Jan 2025 (11:03 hrs)

her own terms and the parties appear to have been quite financially independent (*ATE v ATD and another appeal* [2016] SGCA 2 at [44]).[162] There is no suggestion, and no evidence adduced before me, that the Wife was previously only getting by because the Husband had been financially bridging any gap between her income and her expenses. In any event, for the reasons I have stated in the preceding paragraph, it is not necessarily apparent to me that there was in fact a gap, or at least a sufficiently significant gap, between the Wife's income and her expenses, such that the Husband should be made to contribute to such expenses.

134 In the premises, even though I am of the view that, in all likelihood, that the Husband is (and contrary to his claims) earning more than the Wife, I do not think the facts of this case warrants the imposition of an order of spousal maintenance. Moreover, given my decision to award a larger share of the matrimonial pool to the Wife and that the court's power to order spousal maintenance is *complementary* to its power to divide matrimonial assets (*BG v BF* [2007] 3 SLR(R) 233 at [75]), there is no need to order spousal maintenance in this case. I therefore decline to impose such an order. For completeness, the fact that the sums claimed by the Wife represents half of the rental of the present premises she resides in with the Child is, in my view, a red herring. As should be evident from the considerations set out in s 114(1) of the Charter, spousal maintenance is not, and should not be, tethered to any specific expense in the marriage, and cannot be meaningfully computed exclusively on grounds of one specific expense or another.

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162 HWS at paras 16 and 19.

Version No 1: 09 Jan 2025 (11:03 hrs)

Conclusion

135 For the above reasons, I order as follows:

(a) The parties are to have joint custody of the Child.

(b) Sole care and control is granted to the Wife, with access granted to the Husband on the terms stipulated in [34] above.

(c) To give effect to the division of the matrimonial pool of 69:31 in the Wife's favour, the Husband is to transfer to the Wife an amount of S$6,955,229 within six months of this decision.

(d) The Husband shall pay to the Wife a sum of S$1,850 a month as reasonable maintenance for the Child, commencing in January 2025. The Husband shall pay to the Wife half of the Child's monthly school fees as reasonable maintenance for the Child each month, on top of the S$1,850.

(e) The Husband shall pay a lump sum of S$81,520 of backdated maintenance for the Child from September 2022 to December 2024, to be paid by end-February 2025.

(f) There shall be no maintenance for the Wife.

(g) Liberty to apply.

136 If costs are not otherwise agreed, the parties are to file submissions on costs, limited to no more than eight pages each, within two weeks of the issuance of this judgment.

Version No 1: 09 Jan 2025 (11:03 hrs)

137 I end off with an observation. In my view, the present case represents one of the most brazen attempts to shield assets from the matrimonial pool that our courts have seen. The husband has hidden almost the entirety of his assets over the years from view in order to do his best to shoehorn the court from being able to sensibly dispense justice, coming up with a myriad of excuses for why no objective evidence of their value are available, and why therefore, he should be allowed to declare all of these varied assets to be worthless. The response by the court must reflect the utter contempt that it has for such behaviour. For the reasons set out in this judgment, the court is of the view that even the non-offending party's suggestion of how best to take into account such blatant hiding of assets in plain view – by seeking 50% of what she estimates to be the assets of the offending party (see above at [10]) – does not go far enough to do right by her. It is in these circumstances that I have awarded an estimated 69% of what I have assessed to be matrimonial assets to her (see above at [92]). Such a response, in my judgment, is appropriate and necessary if we are to live up to the mantra that the need for spouses to be honest with each other in marriage extends to being "honest and forthright to the court [in a divorce], especially in the difficult task of dividing matrimonial assets and making orders for the welfare of the children of the marriage" (*TOE v TOF* [2020] SGHCF 18 at [10]).

Mohamed Faizal
Judicial Commissioner

Version No 1: 09 Jan 2025 (11:03 hrs)

Looi Min Yi Stephanie (Constellation Law Chambers LLC) for the plaintiff;
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Version No 1: 09 Jan 2025 (11:03 hrs)