

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2025] SGHCF 13**

Divorce (Transferred) No 706 of 2022

Between

XHG

*... Plaintiff*

And

XHH

*... Defendant*

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**JUDGMENT**

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[Family Law — Costs]

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**XHG**

**v**

**XHH**

**[2025] SGHCF 13**

General Division of the High Court (Family Division) — Divorce  
(Transferred) No 706 of 2022  
Choo Han Teck J  
4 February 2025

14 February 2025

Judgment reserved.

**Choo Han Teck J:**

1 On 14 January 2025, I handed down judgment in this case concerning the ancillary matters of the parties' divorce ("the Judgment"). I ordered costs against the Husband on a standard basis, except in respect of the costs involved in having to respond to the Husband's fifth affidavit of assets and means ("AOM5"). I gave him leave on 28 November 2024 to file his AOM5 but ordered indemnity costs against him for filing it so close to the hearing.

2 As the matter was fresh in my mind, I directed parties to file their submissions on the amount of costs to be awarded instead of ordering the costs to be taxed. This will save them, and the Registrar, time and further costs in having to have the amount determined at taxation before the Registrar. The tedium of taxation usually arises from having to determine the numerous details of pre-trial work and the voluminous correspondence exchanged. These are

generally the small items in the bill of costs, but they provide the Registrar an indication of the amount of costs to be awarded for the getting up for the AM hearing and the AM hearing itself, and these are the major items. The judge hearing the ancillary matters is best placed to have a sense of what work needed to be done in this regard for he had watched the action, live, as it were, unfolding before him.

3 In her written submissions on costs, the Wife disclosed that she had made an offer to settle on 27 June 2024 (“the Wife’s OTS”), and the Husband made his own offer to settle on 27 September 2024 (“the Husband’s OTS”), which she did not accept because the terms relating to the children’s maintenance was unreasonable. Further, as the final decision of this court was less favourable to the Husband than her offer (according to her), she thus asked for an order of standard costs against the Husband up until 27 June 2024, and thereafter, on an indemnity basis.

4 A large portion of justifying her costs concerned the Husband’s conduct throughout the proceedings and its impact on her. This included the emotional impact on her from the time the Husband’s solicitors gave notice of his intention to divorce her. The Wife also claims that she was distressed by his invasion of her privacy, the theft of her mobile phone, and ‘ransacking’ her personal belongings in search of evidence. Her claim for indemnity costs included the costs of engaging a private investigator after the divorce application was filed but when the couple were still living in the same house. Her claim is not for the fees of the private investigator because the investigator was engaged by the Husband. It is instead for the emotional impact of being spied upon.

5 She also alleges that the Husband coerced her to accept the ground of “unreasonable behaviour” when he was unable to file for divorce on the ground

of adultery. She alleges that he made a false police report of physical abuse, which led to her seeking psychiatric treatment. Not content with the Husband's conduct during the time they were still in the matrimonial home, the Wife alleges that his psychological abuse of her continued in the form of harassment through his lawyers "sending up to three or four" letters to her a day. And she claims that his conduct has "a lasting impact on [her] professional reputation, including defaming her in the banking industry".

6 The Wife thus asks for costs on a standard basis up to the offer to settle (27 June 2024), in the sum of \$40,000. She asks for indemnity costs from the date of the offer to settle to the date of judgment (14 January 2025), in the sum of \$50,000. The Husband's counsel, Mr Kyle Sim, submitted that no order as to costs be made on the ancillary hearing, and as to the costs thrown away for the late filing of the affidavit, it should be no more than \$500.

7 Family disputes, by their nature, involve strong emotions, as can be seen in this case. The Family Courts prefer mediation and conciliation over victory and defeat that parties in a civil action fight over. Costs orders are therefore much more finely balanced in family disputes. Hence, the court may in its discretion, decline to order costs. Thus, in family proceedings especially, a successful litigant may not recover all or any of the money he or she had expended in the court proceedings.

8 I now consider the Wife's reliance on her OTS. When a plaintiff makes an offer to settle, sub-rules (1) and (2) of r 454 of the Family Justice Rules 2014 ("FJR 2014") entitle a plaintiff to costs, where:

- (a) the offer is not withdrawn and has not expired before the disposal of the claim in respect of which the offer is made;

- (b) the offer is not accepted by the defendant; and
- (c) the plaintiff obtains a judgment not less favourable than the terms of the offer.

The plaintiff is entitled to standard costs to the date the offer to settle was served and indemnity costs from that date. This entitlement, however, is subject to the general and overriding discretion of the court: see rr 454(1) and 457 of the FJR 2014. Furthermore, r 454(7) grants the court the full power to determine by whom and to what extent any costs are to be paid, notwithstanding an offer to settle.

9 Mr Sim submits that the Wife's OTS was no longer capable of acceptance after 31 October 2024 as parties had entered into a consent order in respect of custody, care and control and access on terms set out in the Husband's OTS. I agree with Mr Sim. When the parties entered into the consent order, the conditions and circumstances applying to the offers had been altered. If the Wife wished to maintain her OTS, she had to renew it, with or without amendment to the amount. However, she did not do so. I thus find that the Wife's OTS had expired on 31 October 2024, before the disposal of the ancillary matters. There is hence no basis for me to award indemnity costs from 27 June 2024 onwards.

10 I turn next to the parties' arguments in relation to my order that indemnity costs be granted against the Husband for work done in response to the Husband's affidavit filed on 29 November 2024, and that standard costs be granted against him for the AM proceedings. The Husband did not disclose:

- (a) private investigator fees;
- (b) bank statements for the period between June and September 2022;

- (c) his 2023 Remuneration Review;
- (d) if he has any other bank accounts aside from those disclosed; and
- (e) if he has any other substantial expenditures in excess of S\$4,000 incurred from the period between January 2022 until October 2022.

11 Mr Sim insists that his client “has consistently shown the utmost respect for legal process and the Court”, and asks “[h]ow can it be that doing so has led him to this stern admonition from the Court?”. His main submission is that a party’s continuing duty under r 64 of the FJR 2014 to provide discovery of all documents must be within the ambit of, and contingent on a prior order being made under r 63 of the FJR 2014. Since there was no court order requiring the Husband to disclose the information listed at [10] above, he was under no continuing duty to disclose the information.

12 With respect, this submission misses the point. Quite apart from the disclosure obligations under the FJR 2014, our courts have held time and again that parties to ancillary matters proceedings pursuant to divorce are under a duty of full and frank disclosure: see *USB v USA* [2020] 2 SLR 588 at [46] and *BG v BF* [2007] 3 SLR(R) 233 at [52]. The following passage from *TVJ v TVK* [2017] SGHCF 1 at [66] explains the rationale behind the duty of full and frank disclosure:

66 ... The court’s ability to exercise its statutory discretion under the Women’s Charter rests upon parties’ compliance with their duty of disclosure and respect for the processes of the Court. Secondly, the “catch-me-if-you-can” attitude leads to an inevitable sequence of requests for documents, interrogatories and disclosure by further affidavits. This increases the costs and length of litigation, and is unhelpful to an orderly assessment of evidence and adjudication of issues. Finally, such conduct also increases emotional strain and conflict

between parties, often with adverse impact on any children within the family.

Parties should not be encouraged to be evasive in the hope that they may not be found out.

13 I had ordered the Husband to pay costs on an indemnity basis for the Wife having to respond to AOM5, filed just prior to the AM hearing, because it disclosed information that ought to have been disclosed from the beginning. AOM5 was filed to refute the Wife's claim that the Husband's bonus consisting of \$221,105 in May 2022 had been dissipated. In AOM5, the Husband claimed that all the money can be traced in the bank statements which he disclosed for the first time therein. But he could have provided the bank statements and explained them much earlier, and not just before the proceedings commenced. The Husband's conduct led to the court and the Wife expending time and effort to deal with evidence urgently.

14 There was no compelling reason to order indemnity costs in relation to the other work done for the AM hearing. Her various allegations as to the Husband causing her emotional and reputational harm (summarised at [4]–[5] above) are unproven. In any event, these allegations bear little relevance to the costs of the AM hearing. The AM hearing is not the right forum to seek compensation for distress and loss of reputation.

15 In this case, I ordered costs against the Husband because he had persisted in not disclosing many items of information which he must have known to be material, despite requests from the Wife. However, I agree with Mr Sim that the Wife was also not forthright in respect of the S\$100,000 that she transferred to her friend, G (see the Judgment at [24]), as well as the S\$77,730 which she

asserted was her father's allowance that she was keeping on his behalf (see the Judgment at [21]). These are relevant to the quantum of costs.

16 Costs are awarded to a party to defray the costs of instructing counsel. That is why litigants in person are not normally awarded party and party costs, save in cases where the court may exercise its discretion to order costs as partial compensation for the litigant's time and effort. Although the Wife is now acting in person, she was represented until the eve of the AM hearing. Her written submissions filed after the AM hearing, including the submissions on costs, were clearly penned by the practised hand of a solicitor. I thus ordered full costs but on a lower amount than would ordinarily be the case.

17 Taking all the factors into account, including the parties' costs submissions, I order the Husband to pay costs of the ancillary proceedings, on a standard basis, fixed at S\$5,000, and \$2,000 on an indemnity basis for the Wife's costs of responding to AOM5.

- Sgd -  
Choo Han Teck  
Judge of the High Court

Kyle Leslie Sim and Florence Ting (Engarde Legal LLC) for the  
plaintiff/husband;  
the defendant/wife in person.

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