IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 30

District Court Appeal No 85 of 2024 (Summons No 299 of 2024)

Between

XCV

… *Appellant*

And

XCW

… *Respondent*

JUDGMENT

[Family Law — Ancillary powers of court]
[Family Law — Matrimonial assets — Division]

XCV
v
XCW

[2025] SGHCF 30

General Division of the High Court (Family Division) — District Court Appeal No 85 of 2024 and Summons No 299 of 2024
Choo Han Teck J
6 May 2025

14 May 2025 Judgment reserved.

Choo Han Teck J:

1 The parties married in India on 8 June 1997. Both were Indian nationals who relocated to Singapore that year and became Singapore citizens in 2005. They have two adult children born in 1998 and 2001, respectively. The appellant husband, aged 58, is an information technology engineer earning about $5,000 monthly and the respondent wife, aged 51, is a finance manager with a monthly salary of $6,600. During the marriage, the respondent was a homemaker who occasionally worked part-time.

2 On 18 December 2018, the appellant filed for divorce in India. Two days later, the respondent filed for divorce in Singapore. The Singapore proceedings were stayed by consent, and the divorce was finalised in India on 6 January 2020. No application was made to the Indian courts for ancillary matters to be determined. More than two years later, on 26 August 2022, the appellant

commenced FC/OSF 54/2022 ("OSF 54") for leave to file an application for financial relief under s 121B of the Women's Charter 1961 (2020 Rev Ed) ("WC"). In his supporting affidavit for leave, he stated that he was "only requesting for the division of the matrimonial properties located in Singapore". The properties comprised a Housing Development Board flat (the "HDB Flat") and a condominium unit (the "Condominium"), both jointly owned by the parties. Having obtained leave, the appellant filed FC/OSF 58/2022 ("OSF 58") for financial relief under s 121B of the WC on 9 September 2022.

3 On 15 November 2022, he amended his summons application for a division of all matrimonial assets belonging to the parties "in Singapore and India". The assets in India referred to two properties in Chennai and Bangalore, the rental income from both properties, the parties' joint bank accounts, gold and fixed deposits in the respondent's name (collectively, the "Indian Assets"). On 25 July 2023, the appellant filed FC/SUM 2377/2023 ("SUM 2377") for discovery but did not make any mention of the Indian Assets. In her decision delivered on 20 February 2024, the District Judge ("DJ") declined to order a division of the assets in India and ordered the matrimonial assets in Singapore to be divided in a ratio of 52.5:47.5 in favour of the respondent. The appellant now appeals against the DJ's decision.

4 As a preliminary matter, the appellant seeks leave to adduce further evidence in HCF/SUM 299/2024 ("SUM 299") including:

(a) his alleged indirect and direct contributions to the family;

(b) his list of assets in India;

(c) an official receipt of the respondent's NTUC policy dated 14 May 2018 and a letter from NTUC Income Insurance dated 26 March 2018;

(d) official property valuation reports for the parties' properties in Bangalore and Chennai;

(e) two legal opinions on Indian law; and

(f) his bill from Kirpal & Associates.

5 SUM 299 must be, and is, dismissed. The evidence sought to be admitted could have been obtained with reasonable diligence for use at the hearing below and there is no justification for raising it at this stage. The appellant attributes this omission to inadequate advice from his previous solicitors. I will address these allegations shortly. The evidence, even if admitted, would not have influenced the result of this appeal.

6 The appellant's first ground of appeal relates to the DJ's decision not to order the division of the Indian Assets. The DJ's decision rested on several grounds. First, the appellant failed to mention the Indian Assets in his affidavit filed in support of his leave application in OSF 54. Second, apart from this procedural deficiency, the appellant provided no documentary evidence to establish the existence and valuation of the Indian Assets. Third, despite having the opportunity to do so, the appellant did not pursue discovery against the respondent regarding the Indian Assets and chose to confine his requests in SUM 2377 to their assets in Singapore. Although the appellant belatedly included a table detailing the value and particulars of the Indian Assets in his submissions, this too lacked supporting documentation. Finally, the appellant failed to provide any expert opinion contrary to the opinion of the respondent's

counsel from India. Therefore, there was no evidence before the DJ that an order from the Singapore court concerning the Indian Assets would be enforceable in India.

7 Counsel for the appellant, Mr Kalamohan, advances several arguments regarding the alleged inadequacies of the appellant's previous legal representation. Since commencing proceedings in 2022, the appellant has been represented by four different law firms, as follows:

Period	**Representation**
9 September 2022 – 8 November 2022	Self-represented
9 November 2022 – 17 March 2023	RLC Law Corporation ("first lawyer")
18 March 2023 – 24 April 2023	Self-represented
25 April 2023 – 4 October 2023	Rajan Chettiar LLC ("second lawyer")
5 October 2023 – 18 October 2023	Self-represented
19 October 2023 – 3 March 2024	Kirpal & Associates ("third lawyer")
4 March 2024 – present	R Kalamohan Law LLC

8 Mr Kalamohan submits that the first lawyer failed to advise the appellant to obtain an opinion from a counsel in India to support the exercise of the Singapore court's jurisdiction over the Indian Assets. Following the amended summons filed on 15 November 2022, the appellant was also not advised to file a further affidavit to particularise the Indian Assets. Mr Kalamohan further contends that the first lawyer should have advised the appellant to seek discovery of the respondent's assets in India in SUM 2377. Similar criticisms

are levelled at the third lawyer for neither producing documentary evidence regarding the Indian Assets nor seeking leave for further discovery. He says that as a result of their omissions and inadequate advice, the appellant was left "in a hopelessly disadvantaged position". On these grounds, Mr Kalamohan seeks an order from the court to compel the respondent to disclose all her assets in India and for a retrial or re-assessment to be conducted.

9 The appellant, having initiated divorce proceedings in India and sought a stay of the Singapore proceedings, inexplicably failed to pursue ancillary matters in India during the divorce proceedings. It was only two years after the divorce that he applied in the Singapore courts for the division of their assets, including those in India. Mr Kalamohan attributed the delay to the appellant's "ignorance" of the law.

10 This argument is untenable. The Indian court is the more appropriate forum for adjudicating the parties' assets in India, especially since they were married and divorced there. Proceeding there would also avoid the difficulties in enforcing a Singapore court order concerning the Indian Assets. Mr Kalamohan's submissions largely comprise unsubstantiated allegations against the appellant's previous solicitors for failing to give adequate legal advice to the appellant. He seeks to portray the appellant as a helpless layman who was at a "clear disadvantage" in the proceedings. But far from being disadvantaged, the appellant has had the benefit of legal representation by four different law firms since November 2022. His conduct throughout these proceedings suggests a pattern of procedural impropriety rather than helplessness. For instance, one week before the present appeal hearing, he requested to have his counsel from India and himself attend the proceedings without first obtaining the respondent's counsel's consent. His request was

rejected.

11 The Court of Appeal has consistently emphasised, albeit in the context of criminal cases, that grave allegations which attack the reputation of counsel should not be lightly made and, if made at all, must be supported by strong and cogent evidence: see, for example, *Thennarasu s/o Karupiah v Public Prosecutor* [2022] SGCA 4 at [15] and *Muhammad Salleh bin Hamid v Public Prosecutor* [2025] 1 SLR 554 at [4]. It is inappropriate for the appellant to ground his appeal on allegations of his previous solicitors' incompetence or his periods of self-representation. The appellant had multiple opportunities to present evidence supporting the exercise of the Singapore court's jurisdiction over the Indian Assets, but he relied instead on arguments unsupported by fact or law. Accordingly, the appeal regarding the division of Indian Assets is dismissed.

12 The appellant's second ground of appeal concerns the division of matrimonial assets in Singapore. The DJ, following the trends set out in *BOR v BOS and another appeal* [2018] SGCA 78, deemed it equitable to award the respondent 45% of the matrimonial assets for a 23-year, single-income marriage. The DJ then applied two adjustments to the respondent's share: a 5% uplift for the appellant's non-compliance with his disclosure obligations, and a further 2.5% uplift to account for the appellant's rent-free occupation of the Condominium (from 2016) and the HDB Flat (from mid-2022), to the exclusion of the respondent and the children.

13 Although Mr Kalamohan concedes that this was a single-income marriage and suggests that the starting point should have been 50:50, he disagrees with both uplifts. Regarding the adverse inference, he acknowledges

the appellant's "lackadaisical" approach during discovery but contends that costs orders have already been ordered against him by the DJ to "penalise" him for his conduct. He further argues that the respondent, despite being educated and having "an able array of counsel", has "concealed all the evidence" of her assets in India. He suggests that an adverse inference should instead be drawn against the respondent. Despite that, he claims that he is willing to abandon this position if no adverse inference is drawn against the appellant. Mr Kalamohan reiterates that the appellant, as a layman, lacked the expertise to comply with discovery obligations — a responsibility he attributes solely to the appellant's previous counsel.

14 In my view, counsel's argument is unmeritorious. It is undisputed that the appellant did not comply with the court order to disclose quarterly bank statements for all his accounts from 2016 to 2022, omitting at least four years of statements from three accounts. He provided no explanation for this non-compliance, merely citing his status as a layperson and suggesting that his previous solicitors should have assisted him. Moreover, contrary to Mr Kalamohan's assertion, the DJ's notes of evidence do not reflect any costs penalty imposed for the appellant's non-compliance. Costs orders are not intended as punishment but as partial compensation to defray the other party's legal expenses. The DJ awarded the respondent costs of $5,000 because the appellant had rejected a "Without Prejudice" offer by the respondent, containing terms that were more favourable to him than the DJ's eventual orders. In the circumstances, the DJ's exercise of discretion to draw an adverse inference for the appellant's failure to comply with disclosure obligations was entirely appropriate.

15 Regarding the uplift for rent-free occupation, Mr Kalamohan submits that the respondent had "voluntarily left with the children" rather than been "forced out of the matrimonial flat". He claims to have photographs showing that the respondent damaged the HDB Flat, necessitating repairs to make it habitable again. He describes the respondent as "calculative and manipulative" and accuses her of being "intent on fleecing the appellant". The respondent refutes these claims and cites my decision in *TRS v TRT* [2017] SGHCF 3, where I held that rent-free occupation simply means that one party occupies it to the exclusion of any benefit to the other, regardless of whether such exclusion was forced.

16 The DJ found that the contemporaneous police reports corroborated the respondent's account that she and the children were "effectively forced out of the HDB Flat" by the appellant's harassing tactics and changing of locks. I find no reason to disturb the DJ's findings of fact. Moreover, even if the respondent and the children had left of their own accord, the appellant's exclusive occupation of both properties remains undisputed. Indeed, he had resided in the HDB Flat and rented out the Condominium, whereas the respondent and the children had to seek rental accommodation elsewhere. Therefore, the DJ's decision to award a 2.5% uplift to the respondent's share was reasonable and appropriate.

17 Next, Mr Kalamohan submits that "the percentage divided by the DJ [was] not coherent when calculating figures". First, he claims that the DJ used different dates for the parties' Central Provident Fund ("CPF") values, with the respondent's CPF being valued as at 1 January 2020 and the appellant's being valued as at 1 January 2021. This assertion is incorrect as the DJ's notes of evidence make clear that she adopted the values as at 1 January 2020 for both

parties. Second, he argues that the value of the respondent's Prudential insurance policy should have been taken as at 2023 instead of 1 January 2020. Although the courts typically adopt insurance policy surrender values as at the ancillary matters hearing date, I agree with the respondent that there were compelling reasons for the DJ's departure from the starting position. This case is distinguishable from typical Singapore divorces as the parties had been divorced for over three years before the hearing on division of matrimonial assets commenced. It would have been unjust and inequitable to account for any increases in the insurance policy's surrender value after January 2020 (which was when their divorce was finalised in India).

18 Next, the appellant challenges the DJ's decision to consider the outstanding loan on the Condominium's mortgage on December 2023 instead of January 2020. He argues that the lower outstanding amount in 2023 reflects his timely repayments of the mortgage since 2020, without the respondent's contribution.

19 The respondent contends that the DJ had taken the valuation of the Condominium as of December 2023 and therefore it was fair for her to account for the corresponding mortgage balance as at the same date. The respondent says that in any event, the appellant will recover his expenditure towards the mortgage payments through CPF refunds and the net sale proceeds. Under the DJ's order, the Condominium is to be sold on the open market, with proceeds allocated first to the outstanding housing loan repayment, then to the appellant's CPF refunds and sale-related costs. After a lump-sum payment of $65,245.04 to the respondent, the appellant retains the balance. As the respondent's share of the sale proceeds from the Condominium is fixed, the DJ's order allows the appellant to benefit from any appreciation in the property's value. Moreover,

the appellant has been collecting rental income from the Condominium to service the mortgage. The respondent says that she should be credited with half this rental income, given the appellant's exclusive control over their jointly owned property.

20 I find that the DJ's adoption of the December 2023 values for both the property valuation and outstanding mortgage was appropriate and correct. The appellant's complaint about bearing the mortgage payments alone must be viewed against other factors:

(a) he had exclusive control of the Condominium and its rental income;

(b) the rental income was used to service the mortgage;

(c) he will recover his CPF contributions through refunds from the sale proceeds; and

(d) he stands to benefit from any capital appreciation of the Condominium through the DJ's ordered distribution scheme.

Accordingly, there is no basis to interfere with the DJ's findings on the valuation dates.

21 Next, the appellant contends that he will receive only $357,724 instead of the ordered $866,156.74 from the division of matrimonial assets, based on his calculations in a table annexed to his submissions. In this table, he inexplicably deducts the costs of transportation, maintenance and repair from the estimated proceeds of the sale of the Condominium. There is also no explanation supporting the calculations. If the appellant seeks clarification on implementing the DJ's division orders, he has to seek clarification from the DJ

rather than pursue an appeal. The appellant's table, presented without much explanation, provides no basis for appellate intervention.

22 The appellant also wants to retain the Condominium, despite having consistently pursued its sale throughout the OSF 58 proceedings. His prayer appears to be borne out of a misconception that he should be entitled to retain the Condominium since the DJ has ordered the HDB Flat to be transferred to the respondent without consideration. Although this is not a valid ground for appellate intervention, the respondent has indicated no objection to this arrangement provided the appellant pays her due share. Accordingly, I am minded to grant the appellant's prayer conditional upon his payment of $65,245.04 to the respondent, as ordered by the DJ. The appellant also claims that he has been made to "suffer" by paying the mortgage and MCST fees solely. It is unclear what remedy he is seeking by making such a claim. But if these payments pose a significant financial burden to him, the logical solution would be to comply with the DJ's orders by selling the Condominium. Lastly, in the appellant's Notice of Appeal, he indicated an intention to appeal against the transfer of the HDB Flat to the respondent and the $5,000 costs ordered against him. However, no submissions were made on either point.

23 For the reasons above, the order below is amended to permit the appellant to retain the Condominium, conditional upon his payment of $65,245.04 to the respondent. All other aspects of the DJ's order remain unchanged.

24 Although the appellant has succeeded in obtaining a variation to the DJ's order on the sale of the Condominium, the order was granted on the basis of the respondent's consent rather than the merits of his case. The appellant's pursuit

of numerous unmeritorious arguments and baseless accusations against his former solicitors has unnecessarily prolonged these proceedings. Taking these factors into account, I order the appellant to pay the respondent costs fixed at $3,500 plus disbursements.

- Sgd -
Choo Han Teck
Judge of the High Court

R Kalamohan and Shanthi Elavarasi d/o R Kalamohan (R Kalamohan Law LLC) for the appellant;
Lim Ying Ying and Swatthi Mohan (Titanium Law Chambers LLC) for the respondent.
