IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 49

Divorce (Transferred) No 4591 of 2022 and Summons No 191 of 2025

Between

XOY

… *Plaintiff*

And

XOZ

… *Defendant*

JUDGMENT

[Family Law — Matrimonial assets — Division]
[Family Law — Custody — Care and control — Whether the court may grant no order as to care and control where there is an order on joint custody]
[Family Law — Maintenance]

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v
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8, 24 July, 7 August 2025

15 August 2025 Judgment reserved.

Kwek Mean Luck J:

Introduction

1 This judgment deals with the parties' ancillary matters following interim judgment for their divorce. The issues for determination are the division of matrimonial assets, care and control of their younger child as well as spousal and child maintenance. Among the legal issues, is one which does not appear to have been addressed in judicial authorities: can a court make no order as to care and control over a child? In particular, can the court make no order as to care and control, where there is an order for joint custody?

Background

2 The plaintiff wife (the "Wife") is presently 53 years old, while the defendant husband (the "Husband") is aged 52.[1] They have two children – C1, aged 22, and C2, aged 19 (collectively, the "Children").[2] C1 and C2 are both pursuing their university education locally, with C1 currently enrolled and C2 beginning her studies this year.[3] The parties married on 8 June 2000.[4]

3 The Wife commenced divorce proceedings on 3 October 2022.[5] The claim was granted on an uncontested basis, on the ground that parties had lived apart for a continuous period of at least four years immediately preceding the filing of the action.[6] The date of the Interim Judgment dissolving the marriage ("IJ date") was 14 December 2022. The marriage lasted for 22 years and 6 months.

The Wife's application to file a further affidavit

4 At the hearing on 8 July 2025, I first considered HCF/SUM 191/2025 ("SUM 191"), the Wife's application to file a further affidavit to adduce a valuation report from Ms Yick E-Ling ("Ms Yick"). This valuation report pertains to a property owned by [Company A] (the "Howard Property"), which the Husband is the sole shareholder of. I dismissed SUM 191 for the following reasons.

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1 Joint Summary (of parties' respective positions as at 25 June 2025) ("Joint Summary") at p 2.

2 Joint Summary at p 4.

3 Joint Summary at p 4.

4 Joint Summary at p 2.

5 Writ for Divorce for FC/D 4591/2022 filed on 3 October 2022.

6 See Interim Judgment dated 14 December 2022 (FC/IJ 5592/2022).

5 First, the application comes very late in the day. SUM 191 was filed on 27 June 2025. This was after the parties had filed their Written Submissions and Joint Summary for the ancillary matters ("AM") hearing. The written submissions for the application were filed on 3 July 2025, a few days before the AM hearing was due to take place on 8 July 2025. The Wife and Husband had earlier filed reports from their respective valuers, Mr Wan and Mr Gan, on 8 October 2024 on this issue. The Husband made certain proposals to the Wife by way of a letter dated 25 November 2024.[7] The Wife did not respond until 5 May 2025, almost half a year later.[8] She did not respond specifically to the Husband's proposals, but enclosed a valuation report from Ms Yick. The Wife accepts that this comes very late in the day.[9]

6 Second, if Ms Yick's report is accepted, the Husband should be given the opportunity to respond. Ms Yick's report states that she was unable to inspect the property and assumed its condition based on information provided by the Wife.[10] She made comparisons with eight transactions taking place in 2022/2023 to reach her valuation.[11] The Husband stated that he is unable to agree with the valuation as Ms Yick did not explain how the "8 comparable properties" were selected.[12] I agree with the Husband's observations that Ms Yick's report raises further questions that would need to be addressed.

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7 Joint Core Bundle ("JCB") Vol 2 at pp 3860–3864.

8 Plaintiff's Affidavit dated 26 June 2025 at p 35.

9 Notes of Evidence dated 8 July 2025 ("8 July NE") at p 2 lines 20–25.

10 Ms Yick's report, as enclosed in the Plaintiff's affidavit at p 10, para 7.

11 Ms Yick's report, as enclosed in the Plaintiff's affidavit at p 11, para 10.

12 Defendant's Skeletal Submissions for HCF/SUM 191/2025 at p 7, para 12.

7 Counsel for the Wife confirmed at the hearing that they did not intend for the AM hearing to be vacated due to Ms Yick's report.[13] I further noted that parties agree to adopt Mr Wan's methodology and both have referred to past transactions as reference points for use. The valuation of the Howard Property could still be assessed, without Ms Yick's report.

8 In view of the above considerations, I dismissed SUM 191.

Division of matrimonial assets

9 I next deal with the division of matrimonial assets ("MAs"). The issues arising for determination are:

(a) The operative date for determining the pool of MAs and valuing the MAs;

(b) The MAs and their value;

(c) Whether an adverse inference should be drawn against the Husband for non-disclosure;

(d) The appropriate ratio for the division of MAs.

10 On a preliminary note, the Husband contends that the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") should be adopted, as the marriage between the parties was a dual-income marriage.[14] The Wife does not detail her proposed approach but appears to implicitly accept the applicability of the *ANJ* structured approach, as the Wife has made submissions on the

13 8 July NE at p 2 lines 27–31.

14 Defendant's Written Submissions ("DWS") at paras 26–28.

appropriate ratio of direct and indirect contributions to be applied.[15] I adopt the *ANJ* structured approach in the division of MAs.

Operative date for determining the pool of MAs

11 The Wife takes the position that the operative date for determining the pool of MAs should be the IJ date, 14 December 2022.[16] The Wife contends that the evidence shows a continuous relationship between parties and that there was a legal marriage union, even though it was not a happy one. There was accordingly no compelling reason to depart from the IJ date as the operative date.[17]

12 The Husband submits that the operative date should be the date of parties' separation, 18 August 2017.[18] The Husband contends that since the marriage was dissolved on the premise of parties' separation for at least four years and this was agreed on by the parties, the court ought to adopt the date of separation as the operative date instead of the default position of the IJ date. Beginning from the date of separation, there was a breakdown in the *consortium vitae.* Parties could not have intended to participate in the joint accumulation of assets.

13 I adopt the IJ date as the operative date for determining the pool of MAs, for reasons I shall explain.

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15 See, *eg*, Plaintiff's Written Submissions ("PWS") at paras 76–77.

16 PWS at paras 13–33.

17 PWS at para 33.

18 DWS at para 29–30.

Applicable law

14 The Husband relies on *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 ("*Yeo*"), where the Court of Appeal set out the date of separation as one of four possible dates to be used as the operative date in determining the pool of MAs.[19]

15 The decision in *Yeo* has to be read in the context of subsequent guidance from the Court of Appeal and the Appellate Division. In *ARY v ARX and another appeal* [2016] 2 SLR 686 ("*ARY*") the Court of Appeal held that unless the particular circumstances or justice of the case warrant it, the starting point or default position should be the date that interim judgment is granted; at [31]. The court may depart from the starting point when there are cogent reasons to do so. These include situations where, for example, a party incurs a large amount of expenditure from having "indulged in certain vices" such that the MAs have been "unfairly or unjustly depleted by the unacceptable actions of that party"; at [35]. In *ARY*, the husband's case was that after the date of separation, parties "manifested [a] clear intention" that they did not want to "contribute to the pool of matrimonial assets" and that the parties "had a clean break". The court held that this argument was flawed because even the husband himself acknowledged that after separation, he paid for the rent for the wife and the children, the children's living expenses, the wife's household expenses and gave a maintenance sum to the wife. These acts demonstrate that "there was a *continuous (albeit clearly attenuated) relationship* between the parties throughout" [emphasis in original]; at [39]. It was not the case that parties had a clean break and severed all contact whatsoever after separation.

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19 DWS at para 30.1.

16 In the recent Appellate Division decision in *WOS v WOT* [2024] 1 SLR 437 ("*WOS*"), the court rejected the husband's submission that the date of alleged separation be used as the operative date instead of the IJ date. The court noted that the ordinary factual concomitants of a failed marriage, without more, should not justify a deviation from the default position of the IJ date. If not, in almost every divorce the operative date would be the date of the parties' separation, and this would confuse the factual position with the position at law – which is that parties are still in a legal union despite the factual disintegration of the marriage; at [22]. In addition, reliance on the date of separation would require the court to undertake a forensic exercise into what parties truly intended and how they behaved to determine if they had intended to end their marriage; at [25]. This would also require the court to employ artificial distinctions as to whether acts are carried out as a parent or as a spouse; at [28].

17 The Appellate Division, however, noted an example of when it may be appropriate to depart from the default date in the case of *AUA v ATZ* [2016] 4 SLR 674 ("*AUA*"). In *AUA*, parties entered into a deed of separation which explicitly stated that each would live separate and apart as if each were single and unmarried, and provided for all matters that the court would have to consider in ancillary proceedings, *viz*, division of matrimonial assets, maintenance, custody and care and control; at [5]–[6]. In *WOS*, the Appellate Division observed that in *AUA,* it was clear on the facts that the parties' marital relationship had come to a close with the conclusion of the deed. It appeared that the only reason why the deed was entered into, instead of immediately commencing divorce proceedings, was because sufficient time had not lapsed for parties to obtain a divorce based on three years' separation; *WOS* at [33].

My analysis

18 During the hearing, the Husband accepted that *ARY* and *WOS* properly represented the general approach against the adoption of the date of separation as the operative date.[20] But the Husband contended that in the present case, the court need not engage in a forensic exercise into the parties' intentions at the material time, as the IJ was entered into by consent on the basis of four years' separation.[21] I do not think this argument takes the Husband very far. The concern of extensive forensic analysis was only one of the concerns outlined by the Appellate Division in *WOS*.

19 Instead, in the present case, the facts demonstrate that there was a continuous, albeit clearly attenuated, relationship between the parties throughout, in similar vein to what was found in *ARY* at [39]. It was the Wife's contention that the Husband stayed at the matrimonial home for substantial periods, fully provided for the Wife and children and continues to do so, and deposited his salary into the parties' joint account (the "Joint Account") till November 2023. The Wife continued to organise gatherings and meet the Husband's parents and extended family until 2023, and both communicated with each other by WhatsApp on various matters largely involving their child C2.[22] The Husband informed the court that broadly, this was not disputed, even though the Husband takes issue with some periods of absences alleged by the Wife.[23] While it may be argued that the Husband and Wife were carrying out their responsibilities as parents instead of spouses, this dovetails with the

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20 8 July NE at p 3 lines 6–12.

21 8 July NE at p 3 lines 6–12.

22 PWS at paras 21–28.

23 8 July NE at p 12 line 25 to p 13 line 2.

concern of artificial distinctions between acts carried out as parents or as spouses highlighted in *WOS* at [28].

20 In this regard, *AUA*, and its adoption of the date of the deed of separation as the operative date, can be distinguished from the present circumstance. The parties in *AUA* had entered into a formal deed of separation with the involvement of solicitors; at [5]. The deed of separation comprehensively made provisions for ancillary matters which evinced a clear position that parties no longer intended to accrue assets as a matrimonial unit; *AUA* at [6]. The termination of the marital relationship was formal and unequivocal, unlike the present case. As the Appellate Division observed in *WOS*, it was clear on the facts in *AUA* that the parties' marital relationship had come to a close with the conclusion of the deed.

21 I commend counsel for the Husband, who rightly as part of his duty to the court, flagged out the decision in *TQU v TQT* [2020] SGCA 8 ("*TQU*"). In *TQU,* the judge below did not address the issue of operative date for determination of matrimonial assets; at [36]. While acknowledging that the events of the marriage and circumstances of the separation were "far from ordinary", the Court of Appeal nonetheless applied the IJ date as the operative date; at [38]. Pertinently, *TQU* related to a situation where, in a similar vein, the IJ was granted on the basis of four years' separation and a relevant date of separation had been found; at [36]. The Court of Appeal did not see this as a principled reason to depart from the IJ date as the default operative date; at [38].

22 I hence adopt the IJ date as the operative date for determining the pool of MAs.

The MAs and their value

23 It follows from my earlier adoption of the IJ date as the operative date that the date for determining the value of the parties' bank and CPF accounts would also be the IJ date. Parties agree that for all other MAs, a date closest to the AM hearing should be adopted.[24]

24 The undisputed MAs comprise assets worth $53,513.54 in their joint names,[25] $1,502,869.69 in the Husband's name,[26] and $590,905.32 in the Wife's name.[27] I turn now to consider the disputed assets.

The Husband's shares in [Company A] and [Company B]

25 The Husband owns 100 shares in [Company A], in which he is the sole shareholder.[28] The Husband's shares in [Company A] were acquired as part of its incorporation on 4 September 2017.[29]

26 The Husband is also a shareholder (owning 85,000 shares) and the managing director of [Company B].[30] The Husband acquired 30,000 [Company B] shares on 10 October 2020, 40,000 shares on 27 March 2023 and 15,000 shares on 30 March 2023.[31]

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24 Joint Summary at p 6.

25 Joint Summary at p 7.

26 Joint Summary at p 14.

27 Cosmas LLC Letter dated 16 July 2025 ("Cosmas Letter (16 July)") at Annex A, p 3; Kelvin Chia Partnership Letter filed on 18 July 2025 ("KCP Letter (18 July)") at p 3.

28 Joint Summary at p 13.

29 PWS at para 43; DWS at para 32.3.1.

30 Joint Summary at p 14; PWS at para 54; DWS at para 56.4.

31 PWS at paras 54–55; DWS at para 56.5.

(1) Whether the Husband's shares in [Company A] and [Company B] are MAs

27 The Husband submits that his shares in [Company A] and [Company B] should be excluded from division, as the Wife did not make any contributions towards their acquisition.[32] He relies on the Court of Appeal's decision in *Oh Choon v Lee Siew Lin* [2014] 1 SLR 629 ("*Oh Choon*") which recognised that a court retains the discretion to exclude specific MAs by declining to exercise its powers of division over them; at [15].

28 I note that while *Oh Choon* recognised such a discretion, the court declined to exercise such discretion and held on the facts that:

> 16 … account ought also to be taken of the (*proportionate*) amount which the Respondent ought to be taken as having contributed towards the purchase of the Property and the Car having especial regard to the fact that the Appellant could reasonably be assumed to have utilised funds which would have been due to the Respondent for her contributions to the marriage in part payment for the Property and the Car.
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> [emphasis in original]

Therefore, it may not be appropriate to exercise this discretion if a party has contributed, either directly or indirectly, to the asset.

(A) INCLUSION OF [COMPANY A] SHARES

29 The shares in [Company A] are MAs as they were acquired before the IJ date. The question is whether the [Company A] shares should otherwise be excluded from the division.

30 The Husband submits that the [Company A] shares should be excluded from division as the Wife made no direct or indirect contributions to the

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[32] DWS at para 32.

acquisition of [Company A] shares.[33] The only amount paid to acquire the shares in [Company A] was $100, paid on its incorporation.[34] Further, by August 2017, by virtue of their separation, the Wife could not have made indirect contributions towards the Husband. The parties had a full-time domestic helper to attend to domestic chores. The Children were relatively older by around October 2020 and able to largely care for themselves.[35]

31 The Wife, on the other hand, highlights that the largest asset of [Company A] is the Howard Property, and that the Husband's own evidence is that he withdrew substantial sums of monies from his account and the parties' Joint Account for payments towards the Howard Property and [Company A].[36] During the hearing, the Husband did not dispute this, but submitted that he had put in monies he earned from [Company A] into the accounts, and had repaid the monies he drew from those accounts for [Company A]'s use.[37] It was, however, conceded that the Husband did not keep a clear separation, that the monies were co-mingled and that it was difficult to ascertain that what the Husband drew from the accounts were only [Company A]'s monies.[38]

32 I am satisfied that on the evidence, the Wife should be regarded as having made direct and indirect contributions to the acquisition of [Company A] shares.

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33 DWS at paras 32.4– 32.5.

34 DWS at para 32.4.1.

35 DWS at paras 32.5.2–32.5.5.

36 PWS at para 44.

37 8 July NE at p 3 lines 29–32.

38 8 July NE at p 4 lines 1–4.

(a) Monies acquired during the marriage, which would have been regarded as MAs, were put into [Company A]. The Wife would have a putative interest in the monies and therefore can be seen to have contributed to the value of [Company A] shares.

(b) The Wife would still have indirectly contributed to the household. While the parties had a full-time domestic helper by then, it is not contended that the helper ran the household. The Wife remained responsible for this. In addition, while the Children were relatively older and in their teenage years, this did not mean that they could largely care for themselves such that the Wife made no contribution. Children in their teenage years require a different manner of care than those who are toddlers, but they still require their parents' attention and care all the same.

33 I therefore do not find a basis to exercise my discretion to exclude the Husband's 100 [Company A] shares, which are MAs, from division.

(B) INCLUSION OF [COMPANY B] SHARES

(I) THE 30,000 SHARES ACQUIRED ON 10 OCTOBER 2020

34 The 30,000 shares in [Company B] acquired on 10 October 2020 are MAs as they were acquired before the IJ date. The question is whether the 30,000 [Company B] shares should otherwise be excluded from the division.

35 The Husband submits that the 30,000 [Company B] shares should be excluded from division. The Husband initially testified that he invested $30,000 to purchase the 30,000 [Company B] shares.[39] He later changed his evidence

[39] JCB Vol 1 at p 313, para 76.

and said that they were transferred to him in 2020 in consideration of him providing oversight and advice on how the company should be run, and therefore the Wife made no direct contribution to the acquisition of the [Company B] shares.[40] In the same vein as the [Company A] shares, the Husband argues that the Wife did not make any indirect contributions to the [Company B] shares.[41]

36 While there is no evidence that the Wife had directly contributed to the 30,000 [Company B] shares, I am satisfied for the reasons given at [32(b)] above that the Wife had indirectly contributed to the acquisition of [Company B] shares. There was no basis to exercise the discretion to exclude the Husband's 30,000 [Company B] shares from division. For completeness, counsel for the Husband accepted at the hearing that if the operative date for the division of MAs is the IJ date, there is no question of the 30,000 [Company B] shares being part of MAs.[42]

(II) THE 55,000 SHARES ACQUIRED POST IJ DATE

37 I turn to the Husband's remaining shares in [Company B] acquired post IJ on 27 March 2023 (40,000) and 30 March 2023 (15,000). Since the shares were acquired post IJ date and therefore are *prima facie* not MAs, the question is whether the 55,000 [Company B] shares should otherwise be included as MAs for division.

38 The Husband testified that in March 2023, he proposed for certain shares to be allocated to [Company B] employees sometime in 2024, in line with the

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40 JCB Vol 1 at p 1524, para 19.1; PWS at para 56; DWS at para 32.4.2.

41 DWS at para 32.5.

42 8 July NE at p 4 lines 21–22.

shareholders' previous agreement made in 2020 to redistribute [Company B]'s shareholding to better reflect each shareholder's respective contributions and to create a program to reward and incentivise employees.[43] As he was the most active shareholder advising [Company B], he held these 40,000 shares first until the employees were awarded.[44] Shareholder [D] also transferred 15,000 shares to him to be held on trust, as he could not be a direct shareholder due to his employment.[45] In support of his contentions, the Husband produced two [Company B] Director's Resolutions dated 27 March and 30 March 2023, which show two share transfers to the Husband from the shareholders and Shareholder [D] respectively with no consideration. The Director's Resolution dated 27 March 2023 did not mention any prospective share allocation to the employees. The Husband has also produced a Shareholders' Agreement dated 30 March 2023, which shows that the Husband undertook to immediately transfer the 15,000 shares to [D] upon his demand or the presentation of the letter without consideration and further recourse.[46]

39 The Wife makes two submissions to support her position that the 55,000 [Company B] shares, acquired post IJ, should nonetheless be treated as MAs.

40 First, she submits that the 55,000 shares were transferred based on the agreement entered into by the Husband and the then-shareholders in 2020.[47] However, what the Husband had said was only that the agreement on redistribution of shares was "in line" with the earlier agreement.[48] As described

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43 JCB Vol 2 at pp 3554–3555, paras 35.5.4–35.5.8.

44 JCB Vol 2 at pp 3554–3555, para 35.5.6.

45 JCB Vol 2 at p 3555, para 35.5.7.

46 JCB Vol 2 at p 3841.

47 PWS at paras 59(b) and (c).

48 JCB Vol 2 at p 3554, para 35.5.4.

by the Husband, the redistribution was also intended to reward and incentivise employees. This is not contained in the 2020 agreement. At the most, it could only be said that the 2020 agreement formed the context for the latter agreement. It could not be said that the agreement for redistribution of shares was based on the 2020 agreement.

41 Second, the Wife submits that the court should depart from the default position and determine that the date the Husband acquired the 55,000 shares be the operative date, in recognition of the Wife's indirect contributions to the Husband's acquisition of these shares.[49] However, this is contrary to the Wife's submission that the IJ date be the date of determining the pool of MAs. The Wife relied on *ARY*, in which the Court of Appeal upheld the first instance judge's departure from the default position of the IJ date to instead adopt the date of the AM hearing; at [41]–[43]. In my view, *ARY* does not assist the Wife. In *ARY*, the date of the AM hearing was adopted in relation to the operative date at large and not a select asset. The Wife has not provided any authority that it is possible to selectively target a particular asset with a shift of the operative date. Moreover, the salaries in contention in *ARY* resulted in a growth of approximately 50% of the asset pool; at [42]. This drove the Court of Appeal's finding that it was fairer to adopt the date of the commencement of ancillary proceedings as the operative date, to better ascertain and divide the fruits of the marriage. In contrast, the 55,000 [Company B] shares are not anywhere near being a substantial part of the pool of assets here.

42 Since the 55,000 shares in [Company B] do not constitute MAs, I do not consider the issue of whether the 55,000 shares were indeed, as the Husband contends, held on trust by the Husband for the employees and [D]. For

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[49] PWS at para 61.

completeness, I am satisfied that the Husband has furnished evidence in support of his position that the shares are held on trust. In contrast, the Wife has not pointed to any suggestion that would controvert this evidence; this was accepted by the Wife during the hearing.[50]

43 I therefore do not include the Husband's 55,000 shares in [Company B], acquired post IJ, in the pool of MAs.

(2) Whether the [Company A] and [Company B] shares should be considered as a separate class of MA for division

44 The Husband submits that if the IJ date is adopted as the operative date, and the court is minded to divide the [Company A] and [Company B] shares, these shares should be considered a separate class of MAs for the purposes of division.[51] The Husband appears to be arguing in favour of the classification methodology to be adopted as opposed to the global assessment methodology. He cites *WOS*, which held that:

> 61 [t]he extent of the spouses' indirect contributions to the marriage will generally be reduced after separation. The extent of these post-separation contributions will vary from case to case, and must be properly assessed on the facts of each case.

For completeness, parties agree that the ratio of direct contribution in relation to the [Company A] and [Company B] shares is 100:0 in favour of the Husband.[52]

45 The Husband's contention is that in relation to the shares, the appropriate weightage of the direct and indirect contributions in the *ANJ*

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50 8 July NE at p 5 lines 14–17.

51 DWS at paras 33–37.

52 Joint Summary at p 30.

analysis should be weighed 75:25 in favour of direct contributions.[53] The Husband submits that given the diminished weight of the parties' indirect contributions following their separation in August 2017, the shares should be assessed separately from the other MAs in the matrimonial pool.[54]

46 I therefore consider whether the classification methodology ought to be used to attenuate the parties' indirect contributions to particular assets. In *WOS*, which the Husband cited, parties were in a long single-income marriage. It has been held in *TNL v TNK and another matter and another appeal* [2017] 1 SLR 609 ("*TNL"*) that in such situations, the *ANJ* framework is not relevant; at [44]–[46]. It was in this context that the Appellate Division considered the extent of indirect contributions to the marriage. In contrast, as set out earlier at [10], *ANJ* is applicable here.

47 The starting point for analysis is *AYQ v AYR and another matter* [2013] 1 SLR 476 ("*AYQ*"), where the Court of Appeal held that in factoring indirect contributions into the analysis, its weightage was to remain constant in relation to each class of asset; at [22]. The Court of Appeal explained that "by their *very nature*, indirect contributions are part of the very warp and woof of the *entire* marriage and must therefore be reflected consistently throughout each class of assets" [emphasis in original], and that "[t]o hold otherwise would […] be contrary to this approach and would invariably lead to undesirable anomalies"; at [23]. The Court of Appeal went on to elaborate that:

> 23 … [s]imply put, the anomaly would be that for matrimonial assets acquired very early on in the marriage, for instance immediately after the marriage, the indirect contributions concerned would more likely than not be given very little weight. In contrast, for matrimonial assets acquired

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53 DWS at para 75.

54 DWS at para 37.

> later on during the marriage, the indirect contributions concerned would likely be accorded heftier weight. However, the fallacy in such an approach is the fact that indirect contributions can only be assessed and applied at the *end* of the marriage and, by their very nature, *relate back and impact the entire marriage to date* .... Further, this assessment should not be done in a blinkered fashion where the court focuses on each individual class of assets and decides the weightage of a spouse's indirect contribution as regards that particular asset class, resulting in a situation where varying weights are accorded for indirect contributions in different matrimonial asset classes.
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> [emphasis in original]

48 In *WQP v WQQ* [2024] 2 SLR 557 ("*WQP*"), the Appellate Division explained that the reference to the "weightage" of indirect contributions in *AYQ* had to be understood in the light of subsequent significant legal developments in *ANJ*; at [47]–[51]. The "weightage of indirect contributions" in *AYQ* referred to the percentage uplift representing the indirect contributions of the spouse given the uplift. Post-*ANJ*, it would be appropriate to understand *AYQ*'s reference to "weightage" of indirect contributions as referring to what is now described as the "*ratio* of indirect contributions" [emphasis in original]. The present position is thus that the "*ratio of indirect contributions* should remain constant across all classes of assets", but "it is permissible that unequal *weightage* be given to direct and indirect contributions when calculating the average and final ratios" [emphasis in original]; at [51]. The Appellate Division noted the example of *TNC v TND* [2016] 3 SLR 1172 ("*TNC*"), in which the High Court applied the classification methodology on the basis that a particular asset was acquired by the husband before marriage and was only regarded as matrimonial property because parties used it for shelter, therefore warranting a different treatment from quintessential MAs; *WQP* at [53]–[54]. While the same ratio for indirect contributions was applied across the classes, different weightages were accorded to the ratio for parties' direct and indirect contributions as to the different classes of assets; *WQP* at [55].

49 It therefore is open to me, as a matter of law, to adopt the Husband's contention – to apply the classification methodology, consider the shares in a separate category, and accord a different weightage to the ratios for direct and indirect contributions. However, upon assessing the circumstances of the case, the global assessment methodology is, in my view, more appropriate. In *TNC*, the High Court took the view that "assets can be separately divided if some are not wholly the gains of the co-operative partnership of efforts that the marriage represents"; at [40]. The classification methodology and different weightages were applied to a pre-marital asset transformed by use as a shelter into a MA; *TNC* at [42]. The parties' contributions to the pre-marital asset would be markedly different from the general pool of MAs and a different treatment would be warranted.

50 In contrast, in the present case, I find that the Husband has not shown evidentially that the indirect contributions of the Wife were substantially attenuated after their separation. The Wife's position is that she had to serve as the main caregiver of the two Children and take care of the household throughout the marriage.[55] I find this to be borne out by the evidence, and this did not change even after separation. Therefore, even after the parties' separation, it cannot be said that the Wife's main indirect contributions would be attenuated, such that a different treatment is warranted for the shares as opposed to the other MAs.

51 For the above reasons, I do not consider it appropriate to treat the [Company A] and [Company B] shares as a separate class of assets, with its own indirect contribution ratio or with a different weightage for direct and indirect contributions.

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55 PWS at para 90.

(3) Value of the Husband's shares

(A) VALUE OF [COMPANY A] SHARES

52 The parties agree on the methodology proposed by the Wife's valuer, Mr Wan, to value the shares in [Company A].[56] In essence, Mr Wan values [Company A] by taking an aggregate of the net tangible assets of [Company A], *ie*, $186,963 as recorded in its financial statements, and the appreciation in value of the Howard Property which is owned by [Company A].[57] Parties disagree on the reference transaction that Mr Wan has adopted to derive the value of the Howard Property. The Howard Property is on the sixth floor, 1130.22 sqft in size and is a multi-user type unit.[58]

53 Mr Wan assessed the estimated value of the Howard Property at $1,302,013 and the value of the [Company A] shares accordingly at $388,976.[59] This was premised on one transaction transacted at $1,152 psf recorded on 12 January 2024,[60] even though Mr Wan subsequently notes other surrounding transactions around that price.[61] The Husband points out that Mr Wan's reference unit: (a) is not on the same floor as the Howard Property; (b) is significantly larger (1388.56 sqft compared to 1130.22 sqft) and (c) is a different type of unit, *ie*, a warehouse unit that is on the ground floor and has vehicular access.[62] The Husband submits that such a unit is typically valued higher.

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56 DWS at para 63.

57 PWS at para 48; DWS at paras 58–60.

58 PWS at para 44; DWS at para 64.

59 PWS at para 48.

60 See Chart 1 of Mr Wan's Supplementary Expert Accountant's Report ("Mr Wan's supplementary report") at JCB Vol 1, p 3494.

61 Mr Wan's supplementary report at JCB Vol 1, p 3494 paras 9.6–9.11.

62 DWS at para 64.

54 The Husband instead proposes to refer to the transaction record of a unit that is on the same floor, same unit type and comparable size as the Howard Property. The Husband relies on one transaction on 6 February 2024 that is on the same floor as the parties' unit, the sixth floor, but it is 12% larger at 1270 sq ft.[63] It transacted at $1,078 psf.[64] I examined the chart of transactions referred to by Mr Wan and another transaction also appears to be comparable. This was the transaction done on 24 April 2024 – the unit is on the eighth floor and is only about 2% smaller at 1108 sq ft. It transacted at $1,189 psf.

55 Counsel for the Wife agreed to take the aggregate of both transactions while counsel for the Husband agreed that in principle it is sound to do so.[65] The average psf from both transaction works out to be $1,133.50 psf. Applied to the size of the Howard Property (1130.22 sqft), the market value would be $1,281,104.37. The appreciation in value of the Howard Property, after deducting the book value at $1,100,000, works out to be $181,104.37. Summing the appreciation of the Howard Property with the net tangible assets of [Company A] at $186,962.88, the value of [Company A] and correspondingly, the Husband's [Company A] shares, is assessed to be $368,067.25.

(B) VALUE OF [COMPANY B] SHARES

56 The Husband agrees with the Wife's position that the value of the [Company B] shares is $1.2125 per share.[66] The Husband's 30,000 [Company B] shares which form part of the MAs are hence valued at $36,375.

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63 DWS at paras 65-66.

64 Mr Wan's supplementary report at JCB Vol 1, p 3494 Chart 1 and para 9.7.

65 8 July NE at p 8 line 25 to p 9 line 3.

66 PWS at paras 52–53; DWS at paras 66–72.

Whether rental proceeds from the Punggol Property should be divided

57 The Wife submits that the rental proceeds of the Punggol Property, which is owned by parties as joint tenants, should be included in the matrimonial pool for division. In particular, the Wife contends that the Husband withdrew rental proceeds amounting to $63,635 from November 2023 to May 2025 without the Wife's consent, save for rental proceeds in February and March 2025 from which the Wife withdrew a total of $2,200, and that this sum of $63,635 should be added to the matrimonial pool.[67]

58 The Husband accepts that he has retained the rental proceeds but contends that the rental proceeds have been utilised to meet the family's expenses and therefore should not be accounted for and divided as part of the matrimonial pool.[68]

59 At the hearing, I pointed out to parties that the rental proceeds are accrued post IJ and, pursuant to the operative date, would not constitute MAs for division. However, since parties do not dispute that the Punggol Property is jointly held and income tax statements have been filed based on equal division, the rental proceeds *prima facie* belong with equal share to the parties. This would then be more a question as to how parties are to enact the appropriate transfers after the division of MAs. Counsel for the Wife accepted this point.[69]

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67 PWS at paras 38–40.

68 DWS at para 41.

69 8 July NE at p 12 lines 21–23.

Value of Charlton Property

60 The Charlton Property is jointly owned by the parties. Parties agree to derive the value of the Charlton Property by deducting the outstanding mortgage, quantified as $997,207.39 as at May 2025, from the market value.[70]

61 The Wife values the Charlton Property at a market value of $3,650,000.[71] This is premised on three past transactions in Charlton Villas.[72] The average price psf of the three transactions over 2023 and 2024, relied on by the Wife, works out to $1,112 psf.

62 The Husband values the Charlton Property at a market value of $3,915,000.[73] The Husband submits that the average psf valuation to be applied is $1,193 psf, based on previous transactions of the development, exhibiting a screenshot from EdgeProp showing this.[74]

63 The Husband's proposed valuation covers the range of $1,182 – $1,204 psf, based on transactions for 43 units, and appears to be more robustly based than that of the Wife's. In addition, I note that in the Wife's own documents in support of her valuation, in May 2025, there was a transaction at $1,204 psf.[75] This is close to the Husband's proposed valuation. The Wife did not have any objections to using the Husband's valuation for the Charlton Property.

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70 Joint Summary at p 7, s/n 3.

71 PWS at para 36.

72 JCB Vol 2 at p 3902.

73 DWS at p 45.

74 JCB Vol 2 at p 3907.

75 JCB Vol 2 at p 3904.

64 I will hence adopt the Husband's proposed valuation for the Charlton Property, *ie*, a market value of $3,915,000. This works out, after deducting the outstanding mortgage, to a net value of $2,917,792.61.

Value of Punggol Property

65 The Punggol Property is situated on the 14th floor and is jointly owned by parties.[76] Parties agree to derive the value of the Punggol Property by deducting the outstanding mortgage, quantified as $49,199.75 as of April 2025, from the market value.[77]

66 The Wife contends that the market value of the Punggol Property is $788,000.[78] She relies on one transaction with the resale price of $788,000 as the reference point in deriving the gross value.[79] The Husband, on the other hand, values the Punggol Property at $701,520.[80] He submits that the average psf value of units sold in the same block in 2024, of a comparable size and a comparable storey to the Punggol Property, is $592.50.[81] He relies on a series of transactions to derive this.[82]

67 I note from the transaction records referred to by the Husband that two comparable transactions took place on the 10th to 13th floor involving similarly sized units. One transaction took place in October 2024 at $654 psf and the other

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76 PWS at para 38; DWS at p 5.

77 Joint Summary at p 8, s/n 4.

78 Joint Summary at p 8, s/n 4; PWS at para 38.

79 JCB Vol 2 at p 3905.

80 Joint Summary at p 8, s/n 4; DWS at p 46.

81 DWS at p 46.

82 As exhibited at JCB Vol 2 at p 3920.

in May 2024 at $531 psf. While the Wife submitted that only the October 2024 transaction should be used as reference given the appreciation in value during that intervening period, there is no evidence to indicate an appreciation in value from May to October 2024 or what the quantum of such an appreciation would be. The average of the two transactions is $592.50 psf, which is the Husband's proposed valuation.

68 I hence adopt the Husband's valuation for the Punggol Property, *ie*, a market value of $701,520. This works out, after deducting the outstanding mortgage, to a net value of $652,320.25.

Whether an adverse inference should be drawn against the Husband

The Wife's case

69 The Wife contends that the Husband has dissipated the sums of $1,162,000, $87,206.30, $400,000 and $75,000 and/or is concealing them.[83] She submits that an adverse inference should be drawn against the Husband and the above sums to be included into the pool of MAs. The Wife's contention for an adverse inference to be drawn is premised on two documents.

70 The first document relied on by the Wife is an interrogatory served on the Husband on 3 November 2023. By way of background, the Wife, in a letter to the Husband on 3 November 2023, furnished, among others, a list of 69 deposits to and 78 withdrawals from the parties' Joint Account, requesting the Husband's explanations as to the transactions.[84] On 9 December 2023, the

83 PWS at para 75.

84 JCB Vol 1 at pp 1445–1455.

Husband responded to the Wife's interrogatory.[85] It is in this context that the Wife takes issue with the Husband's response.

(a) The Wife contends that the Husband has not properly accounted for 15 withdrawals he made from parties' Joint Account totalling $1,162,000. The Husband had explained that the withdrawals were for the purpose of transferring funds to his investment account. The Wife argues that the Husband has only disclosed a DBS investment portfolio of $356,559.02, and in this context, there is no evidence or explanation as to the whereabouts of $1,162,000 or after deducting the existing investment portfolio of $356,559.02, the balance sum of $805,440.98. Therefore, the sum of $1,162,000 or $805,440.98 should be added back to the pool of MAs.[86]

(b) The Wife contends that the Husband has not properly accounted for six withdrawals from the parties' Joint Account totalling $87,206.30. The Husband's response was that he was unable to recall the purposes or reasons for the six withdrawals from the parties' Joint Account. The Wife submits that this is incredible as the Husband was able to remember the sources for deposits and purposes for withdrawals made earlier than these six withdrawals.[87]

71 The second document relied on by the Wife is a WhatsApp message sent by the Husband on 19 August 2016. In the WhatsApp message, the Husband

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85 JCB Vol 1 at pp 1462–1480.

86 PWS at paras 67–68.

87 PWS at para 69.

claimed that he had $260,000 invested with DBS, $350,000 with Citibank, $400,000 "somewhere else" and another $75,000 with [E].[88]

(a) The Wife submits that the Husband has not properly accounted for the $400,000 "somewhere else".[89] The Husband had explained in letters dated 2 September 2023 and 20 October 2023 that the investment of $400,000 refers to stock options with [Company C] that were previously issued to the Husband when he was still employed with [Company C], but the stock options were of no value as the company has since gone insolvent. No payments were made to obtain the stock option. However, the Husband has refused to provide documentary evidence in support of the alleged stock options. The Wife therefore contends that the $400,000 could not be the stock options issued by [Company C].

(b) The Wife submits that the Husband has not properly accounted for the $75,000 invested with [E], a friend of the Husband's.[90] The Husband had explained in a letter dated 2 September 2023 that the $75,000 investment refers to a loan made by the Husband to [E] in June 2016, and that to the best of the Husband's knowledge, the loan has been repaid over the years. However, the Husband was not able to provide any evidence as to the loan or its repayment.

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88 JCB Vol 1 at p 159.

89 PWS at paras 70–73.

90 PWS at para 74.

The Husband's case and my analysis

72 In *BPC v BPB and another appeal* [2019] 1 SLR 608, the court held at [60] that an adverse inference can be drawn where (a) there is a substratum of evidence that establishes a *prima facie* case against the person whom the inference is to be drawn and (b) that person must have had some particular access to the information he is said to be hiding.

73 After duly considering the Husband's explanations, I decline to draw an adverse inference.

74 First, in relation to the 15 withdrawals from the parties' Joint Account totalling $1,162,000, the Husband submits that he has not withheld or refused to provide information in relation to this sum.[91] Notably, the Wife did not take issue with the Husband's responses and despite issuing further requests for discovery and interrogatories, did not request for further explanations, information or document relating to these 15 withdrawals.[92] The Husband explains that the Joint Account was used to conduct his investment transactions; monies from matured investments would be paid into the account and these monies may then be paid out of the account to other investments.[93] It would be extremely time consuming and onerous to track down where the sum of $1,162,000 had originated from and where the investment sums were subsequently deposited.[94] Counsel for the Wife accepted that the Wife has not served further interrogatories on the Husband in relation to these withdrawals and explained that the Wife did not think it useful to pursue further discovery

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91 Defendant's Supplementary Skeletal Submissions ("DSSS") at para 8.

92 DSSS at para 8.4.

93 DSSS at para 8.5.

94 DSSS at para 8.6.

attempts.[95] In my view, as the Wife has not sought more information from the Husband in relation to these withdrawals, it would be unfair to fault the Husband for not attempting to trace down each investment. There is therefore no basis to draw an adverse inference on this ground.

75 Second, in relation to the six withdrawals totalling $87,206.30, the Husband reiterates that he is unable to recall the purpose of the withdrawals and refrained from guessing as that may lead to further conjecture by the Wife.[96] The Husband contends that he should not be expected to account for every shortfall. The Husband relies on the Court of Appeal's guidance in *UZN v UZM* [2021] 1 SLR 426 ("*UZN*"), that "when considering whether a party has failed to make full and frank disclosure, the Court ought to bear in mind that it is an impossible exercise to have a detailed record of every transaction in a marriage", and that "[n]ot every shortfall in the account provided by a party would present a suitable occasion for an adverse inference to be drawn"; at [20]–[21]. Furthermore, the Husband also notes that the Wife did not request for any further explanation or documents in relation to these sums.[97] I note that the transactions had taken place from August to October 2020,[98] some three years before the interrogatory was served on 3 November 2023. Given the quantum of the individual transactions, it is not unbelievable that the Husband is unable to recall the exact purpose of the withdrawals. Moreover, it cannot be said that there is already good reason to suspect that the Husband is hiding assets through his explanation. I decline to draw an adverse inference on this ground.

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95 8 July NE at p 11 lines 1–10.

96 DSSS at para 9.

97 DSSS at para 8.4.

98 JCB Vol 1 at p 1476, s/n 42–47.

76 Third, in respect of the investment of $400,000, the Husband reiterates his explanation that the $400,000 investment referred to stock options in [Company C].[99] He informed the court at the first AM hearing that he is ready and willing to provide evidence of the stock options and [Company C]'s insolvency should the court require.[100] He subsequently filed a supplementary affidavit adducing evidence of this, *viz*, an employment agreement dated 4 May 2016 with [Company C] as well as evidence of [Company C]'s insolvency.[101] Under the employment agreement, the Husband was to receive 500,000 shares in the parent company of [Company C] in March 2017, 1m shares in March 2018 and 1m shares in March 2019.[102] The Wife contended that nevertheless, this does not suffice as the Husband's WhatsApp message suggests that he withdrew the $400k from the Joint Account and not that he had "$400k" worth of stock options or shares.[103] Reading the message in its context, I do not find the Wife's interpretation to be a compelling or necessary one. It is equally open to interpret the message as saying that the Husband was telling the Wife to transfer "20k" to their Joint Account so that it could be kept above "350k" and that he had other assets elsewhere (such as the "400k somewhere else") but he could not draw on them to do the top up. I also accept the Husband's contention that no further discovery was sought in this regard and there is no indication that the Husband is hiding assets. There is therefore no basis to draw an adverse inference on this ground.

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99 DSSS at para 10.

100 DSSS at para 10.7.

101 Husband's 8th affidavit dated 22 July 2025 ("Husband's 8th affidavit").

102 Husband's 8th affidavit at p 11 para 5.3.

103 PWS at para 72.

77 Fourth, in respect of the $75,000 investment with [E], the Husband notes that the Wife did not ask for further information or documents in relation to the loan or the associated repayments.[104] The Husband also submits that there was nothing unusual or unbelievable about sums being loaned to a friend, and relied on *UZN* (as outlined at [75] above) to submit that he should not be expected to trace the repayments, which would be time consuming and onerous. I agree with the Husband that if the Wife required further evidence, the Wife should have requested for it. Since the Wife did not ask for further particulars nor did the Wife express dissatisfaction with the adequacy of the Husband's response, it would be unfair for an adverse inference to be drawn.

Pool of matrimonial assets for division

78 Arising from the above, the parties' pool of MAs is set out below. Assets, for which parties have agreed to include in and their respective valuations, have been treated together.

79 The parties' joint assets are:

S/No	Asset	Value
1	POSB Bank Account No [0930] (the "Joint Account")	$53,513.54
2	Charlton Property	$2,917,792.61
3	Punggol Property	$652,320.25
	Total	$3,623,626.40

80 The Husband's assets are:

[104] DSSS at para 11.

S/No	Asset	Value
1	Agreed assets	$1,502,869.69
2	100 [Company A] shares	$368,067.25
3	30,000 [Company B] shares	$36,375.00
	Total	$1,907,311.94

81 The Wife's assets, which all are agreed to, are:

S/No	Asset	Value
1	Agreed assets	$590,905.32

82 The sum of the parties' assets is $6,121,843.66. These figures were confirmed by the parties through correspondence.[105]

The ANJ structured approach

83 I turn now to consider the parties' direct financial contributions and indirect contributions, as well as the appropriate weightage to be placed on each ratio.

Direct financial contributions

(1) Joint assets

84 Parties dispute their direct financial contributions to the joint assets. I shall deal with each contention in turn.

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105 Cosmas Letter (16 July); KCP Letter (18 July).

(A) JOINT ACCOUNT

85 The Husband takes the position that he made 100% of the direct contributions to the Joint Account because the Joint Account consists primarily of the Husband's salary.[106] The Wife contends that the direct contributions should be attributed 85:15 in the Husband's favour.[107] She avers that she had made transfers to the Joint Account, namely all her earnings from the time of marriage until July 2007,[108] as well as deposits totalling $31,000 (in particular, 20,000 in August 2016).[109]

86 At the hearing, the Husband did not dispute that the Wife put in her earnings into the Joint Account from the time of marriage until July 2007 or that the Wife transferred $20,000 into the Joint Account, but disputed transfers in the amount of $11,000 by the Wife.[110] I note that the Punggol Property was rented out since at least 2011,[111] and the rental proceeds would be credited to the Joint Account.[112] As the parties are joint tenants of the Punggol Property, the rental proceeds would be attributed 50-50 between the parties.

87 In light of this, the Husband revised his position to advocate for a ratio of 92.8:7.2 in favour of the Husband.[113] The Husband contends that the court should take reference to the recent inflows into the Joint Account and not have

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106 Joint Summary at p 24, s/n 1.

107 Joint Summary at p 24, s/n 1.

108 JCB Vol 1 at p 20, paras 23–24; PWS at para 35.

109 PWS at para 35.

110 8 July NE at p 13 lines 20–26.

111 JCB Vol 1 at p 875, para 145.

112 JCB Vol 1 at pp 828–829, para 8.

113 Kelvin Chia Partnership Letter dated 22 July 2025 ("KCP Letter (22 July)") at paras 9.1–9.5.

regard to historical inflows. The Husband's salary and his share of the rental proceeds is substantially larger than the Wife's share of the rental proceeds. The Wife's salary deposits and transfers took place some time ago, such that it may not be possible to attribute the current sums in the Joint Account to these contributions. The Husband also points out that if historical inflows were taken into account, the Husband would still have made much more contributions than the Wife given his substantial salary and the Wife's intermittent employment history between 2000 and 2009.[114] I broadly agree with the Husband. Taking a broad brush approach, I consider that it would be fair to attribute the financial contributions in relation to the Joint Account 90:10 in favour of the Husband.

(B) CHARLTON PROPERTY

88 The parties agree that the Husband contributed $660,407.79 in CPF monies to the purchase of the Charlton Property while the Wife contributed $74,000 in CPF monies.[115] Additionally, the Husband claims that he also paid for the booking fee ($95,000) and paid for a portion of the mortgage repayments in cash that would be unaccounted for in the tally of CPF monies.[116]

(a) The Husband has not produced any evidence that he paid for the booking fee. The option to purchase furnished by the Husband only shows that a booking fee of $95,000 was paid by cheque, but does not go on to detail who had paid this amount.[117] The Wife did not claim that she paid, but contended during the hearing that the payments made by

114 Notes of Evidence dated 24 July 2025 (24 July NE) at p 3 lines 16–24.

115 Joint Summary at p 24, s/n 3.

116 Joint Summary at p 25.

117 JCB Vol 1 at pp 706–708.

the Husband could have come from their joint account,[118] but there is also no evidence of this. In the absence of evidence, taking a broad brush approach, I will apportion the contribution to the booking fee on the basis of the parties' respective proven contributions to the Charlton Property.

(b) The Husband estimates that he has made cash repayments of $36,915.35 to the UOB loan and $104,280 to the DBS loan.[119] The cash repayments to the UOB loan were computed by reference to the estimated monthly balance sum payable by cash multiplied by the estimated total number of instalment payments made. The cash repayments to the DBS loan were tabulated from the available statement of accounts. The Wife does not dispute the computation but contends that these cash payments came out of the parties' Joint Account and therefore the Wife should have a share.[120] The Wife claims that the bank statements showed that the cash repayments for the DBS loan were made from the Joint Account, and by inference, the cash repayments for the prior UOB loan would also likely have been made from the Joint Account. The Husband, in response, accepts that the cash repayments could have come from the Joint Account given the way parties had structured their finances, but contends that the vast majority of the monies in the Joint Account came from the Husband.[121] The Husband also points out that in her own affidavit, the Wife accepted that the

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118 8 July NE at p 14 lines 20–23.

119 KCP Letter (22 July) at paras 7.5–7.18.

120 24 July NE at p 4 line 29 to p 5 line 2.

121 24 July NE at p 5 line 4–8.

Husband had paid for all the instalments.[122] I accept that on the evidence, the mortgage payments were likely made from the Joint Account. Taking a broad brush approach, I apply a 90:10 ratio in relation to the cash repayments. This is in line with the ratio of direct financial contributions I had applied to the Joint Account itself; see [87] above.

89 Hence, I calculate that the Husband's contribution to the Charlton Property to be $787,483.61 while the Wife's contribution is $88,119.54. I apply a ratio of 90:10 in favour of the Husband in relation to the Charlton Property.

(C) PUNGGOL PROPERTY

90 The parties agree that the Husband contributed $161,436.69 to the Punggol Property while the Wife contributed $101,764.[123] But the Husband contends that he additionally paid $924.60 for stamp duty.[124] The Sales Order furnished by the Husband shows that a stamp duty of $924.60 was paid, but does not go on to detail who had paid it.[125] I agree with the Wife that there is no evidence that the Husband had paid for the stamp duty. In the absence of evidence, I will apportion this contribution to the stamp duty based on the parties' proven contribution to the property. I hence apply a ratio of 61:39 in favour of the Husband for the Punggol Property.

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122 24 July NE at p 5 lines 4–8.

123 Joint Summary at p 26, s/n 4.

124 Joint Summary at p 26, s/n 4.

125 JCB Vol 1 at p 686.

(2) The Husband's assets

91 Parties agree that 100% of the value of the Husband's assets is to be attributed as the Husband's direct financial contributions.[126]

(3) The Wife's assets

92 Parties agree that the Wife contributed 100% to her own CPF and bank accounts.[127] As for the Wife's insurance policies, the Husband contends that he paid for all the premiums and therefore should be attributed 100% of the direct contributions in that regard.[128] The Wife accepts that the Husband paid for them until October 2023 but contends that she paid for some of the policies from November 2023 onwards,[129] save for one insurance policy which she started paying for only in July 2024. The Wife explained that she had relied on the relative percentage of the premiums paid by her and the Husband throughout the course of an insurance policy, multiplied by the surrender value, to derive each party's respective direct contribution towards the surrender value of the insurance policy. She has furnished a table detailing the mathematical breakdown.[130] Having considered the Wife's explanation and evidence, the Husband did not have further objections to the Wife's proposed values.[131] I assess the calculations to be sound. Taking a broad brush approach, I adopt the Wife's proposed contributions to the insurance policies.

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126 Joint Summary at p 27 s/n 6 to p 30 s/n 21.

127 Joint Summary at p 30 s/n 22 to p 32 s/n 27.

128 DWS at paras 47.1–47.2.

129 PWS at paras 65–66.

130 Cosmas Letter (16 July) at Annex C.

131 KCP Letter (22 July) at para 5.

(4) Summary

93 Arising from the above, the parties' direct contributions are:

Parties' direct contribution	**Husband**	**Wife**
Joint Account	$48,162.19	$5,351.35
Charlton Property	$2,626,013.35	$291,779.26
Punggol Property	$397,915.35	$254,404.90
Husband's assets	$1,907,311.94	$0
Wife's assets	$121,527.71	$469,377.61
Total	$5,100,930.54	$1,020,913.12
Ratio of direct financial contribution	83.32%	16.68%

Indirect contributions

94 The Wife submits that the parties' indirect contributions should be 80:20 in favour of the Wife.[132] The Husband, on the other hand, contends that the ratio of indirect contributions should only be 47.5:52.5 in favour of the Wife.[133]

(1) The Wife's position

95 The Wife submits that while the Husband has provided substantially for the Wife and the Children financially, the Wife also made financial contributions towards the household expenses.[134] In contrast, the Husband

132 PWS at paras 77–90.

133 DWS at paras 48–50; DSSS at paras 12–13.

134 PWS at paras 77–79.

wasted matrimonial money.[135] Further, the Wife undertook household chores and was the Children's primary caregiver.[136] She took care of the Children and the home so that the Husband could concentrate on his career.[137] The Husband did very little for the Children and the Wife and spent very little time with them.[138] This is supported by the Husband's own evidence produced in these proceedings of the amount of time he has had to spend at work.[139]

96 The Wife relies on two cases – *ARY* and *WGE v WGF* [2023] SGHCF 26 ("*WGE*"). In these cases, the court attributed indirect contributions 70:30 in the wives' favour. The Wife contrasts the facts of these cases and submits that an indirect contribution ratio of 80:20 in her favour would be appropriate.[140]

(2) The Husband's position

97 The Husband relies on the decision of *WSY v WSX and another appeal* [2024] SGHCF 21 ("*WSY*") as being similar in circumstances.[141] In *WSY*, the court attributed an indirect contribution ratio of 60:40 in favour of the wife. The Husband submits that, contrasting the facts of the present case as against *WSY*, this should be moderated down to 52.5:47.5 in favour of the Wife. The Husband also relies on numerous other cases in his supplemental skeletal submissions.[142]

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135 PWS at para 80.

136 PWS at paras 81–82.

137 PWS at para 83.

138 PWS at paras 83–85.

139 PWS at para 86.

140 PWS at para 90.

141 DWS at paras 48–50.

142 DSSS at paras 12–17.

(3) My analysis

98 I first examine the authorities cited by the Wife and the Husband before considering the appropriate ratio of indirect contributions to be applied in the present case.

99 The Wife relies on the cases of *ARY* and *WGE.* In *ARY*, the Court of Appeal affirmed an indirect contribution ratio of 70:30 in favour of the wife which had been accorded by the High Court judge. *ARY* related to a marriage of 15 years; at [3]. The wife worked for about nine years of the marriage before she became a full-time homemaker for the remaining six years; at [61]. Two considerations were pertinent in the court's analysis. First, the husband's case in relation to indirect contributions was a negative one as he had sought to undermine the wife's non-financial contributions instead of expounding on his own; at [59]. Even when the husband claimed to have played an active role in the family, the references given in support of the proposition were passages in his case continuing to attack the wife's indirect contributions. Second, the wife, who held a senior banking position when she was made redundant in 2003, had subordinated her interests and career to allow the husband to pursue his, by relocating with the husband thrice over the course of five years; at [61]. The wife spent time to raise the children, freeing time for the husband to devote to his career. Weight was accorded to the wife's sacrifices in this regard.

100 In *WGE,* the High Court applied an indirect contribution ratio of 70:30 in favour of the wife; at [162]. The length of the marriage was about 10 years and parties had one child; at [4]–[5]. The wife left her job as a lead stewardess to be a homemaker after the birth of their only child for the second half of the marriage; at [158]. The husband had borne nearly the entirety of the family expenses; at [139]. The High Court took into account two key factors in coming

to its apportionment. First, the wife took care of the child without the assistance of domestic helpers or family members; at [158]. Second, the Husband departed from the matrimonial home in October 2019, when the child was about three years old; at [158]. This made the wife's task of caring for the child even more onerous. This is yet again compounded by the consideration that the wife had to rejoin the workforce.

101 The Husband relies primarily on *WSY*. In *WSY*, the High Court opined that it may be appropriate to apportion indirect contributions 60:40 in favour of the Wife, but this was only *obiter* as the High Court ultimately chose not to disturb the DJ's decision to classify the marriage as a long single income marriage rather than to apply the *ANJ* structured approach; at [66]. The marriage was 19 years long and the parties had three children; at [1]. The High Court highlighted four salient factors in its analysis: (a) the Wife was the primary caregiver of three children, including a pair of twins and all three children were conceived via IVF treatments; (b) while parties had hired domestic helpers, the parties do not allege that the wife delegated or abdicated household responsibilities; (c) the Wife was more involved in homemaking responsibilities while the Husband had to travel often for work; (d) indirect financial contributions would have been largely equal until the Wife discontinued her employment; *WSY* at [65].

102 In addition, the Husband also highlights the following precedents which, in my view, were of some relevance:

(a) *TUV v TUW* [2016] SGHCF 15 ("*TUV*") involved a marriage of almost 13 years; [1]–[2]. The court accorded a 60:40 ratio for indirect contributions in favour of the wife; at [41]. The court was satisfied that the wife's contributions to the welfare of the family were substantial as

(i) she had been the main caregiver of the four children of the marriage and had done so for many years after the parties were separated; and (ii) in particular, she had taken care of one of the children who suffered from cancer and had to shuttle between home and hospital to take care of all four of the children; at [39]. The husband was also found to have contributed to the family's welfare in no small amount; at [40].

(b) *BNS v BNT* [2017] 4 SLR 213 ("*BNS*") involved a marriage of about 10 years with two children; at [1]. The court accorded a 60:40 ratio for indirect contributions in favour of the wife; at [44]. The court found that the husband was an involved father and had made significant indirect contributions; at [42]. But the wife was the children's primary caregiver and had been diligent in her work. She had given up her employment for the family when the husband relocated to Singapore for work, moved again to Bangkok and then returned to Singapore; at [43]. In particular, the court rejected the husband's contention that indirect contributions should be lower for the other spouse who had enjoyed an expatriate lifestyle as such contentions "undervalue the sacrifices made by the other spouse in terms of the comforts of home; the security of gainful employment and financial independence; and familiar support networks, which in particular make raising young children easier"; at [43].

(c) *TYS v TYT* [2017] 5 SLR 244 ("*TYS"*) involved a marriage of about 17 years with one child; at [1]–[2]. The court accorded a 75:25 ratio for indirect contributions in favour of the wife; at [43]. This was in recognition of the wife's significant indirect contributions as (i) she had undergone IVF treatments which was recognised as exacting a high toll on the wife; (ii) she was the primary caregiver of a child who was on the

autistic spectrum and therefore required special care and attention; (iii) the wife did not have the assistance of a domestic helper in these 17 years, save for the first ten months of the marriage; at [43]. In contrast, while the husband had made significant indirect financial contributions, he was found to have concentrated on his career, travelled extensively and left the household to the care of the wife; at [42]–[43].

103 From a review of the other precedents, it appears that an indirect contribution ratio of 70:30 or above has generally been awarded in favour of a spouse only where there are distinct circumstances, *eg*, (a) the failure to present a positive case as to his own indirect contributions while attacking the other spouse's contributions where the other spouse had sacrificed her career to be a full-time homemaker (*ARY*); (b) the departure of a spouse from the matrimonial home, leaving the other spouse with the responsibility of taking care of a young child (*WGE*); and (c) the special care and attention required to take care of a child on the autistic spectrum and the significant toll involved with IVF treatments (*TYS*). A 60:40 ratio has been accorded when circumstances indicate substantial indirect contributions, *eg*, (d) the care of a child with cancer (*TUV*) and (e) the relocation and sacrifice of a spouse's career in support of the other spouse (*BNS*).

104 In this present case, I find that the appropriate ratio of indirect contributions between parties is 65:35 in favour of the Wife, for two reasons.

105 First, while the Wife made some indirect financial contributions and the Husband was involved with the Children, the evidence shows that the Wife was the primary caregiver of the Children while the Husband was the main source of indirect financial contributions by paying for most of the family's expenses. The Wife was a full-time homemaker from 2000 to 2007, save for her taking up

part-time jobs from 2002 to 2003.[143] From 2009 to 2013, the Wife took up part-time insurance and project management work.[144] While parties do not dispute that the Wife has had the assistance of a domestic helper from at least 2007 to 2009 and from 2011 onwards,[145] the Wife, as the spouse at home, would still have overall supervision of the household. In contrast, by the Husband's own evidence, he had a busy work schedule[146] and travels frequently,[147] with the frequency of travel increasing after joining the private sector.[148] He also candidly acknowledged that both he and the Children "may wish that [he] could have spent more time with them as they were growing up".[149] His career also involved participation in overseas training and exercises, which limited the time the Husband could spend at home. Notably, the Husband left the matrimonial home on two undisputed occasions – the first was when he went to the United States for training by himself for one and a half years[150] and the second was for two years after the parties' separation in 2017, although the Husband still visited.[151] While the evidence does suggest that the Husband has a good relationship with the Children and they go for activities together, his role at home would necessarily be circumscribed by his commitment to his career.

106 Second, the Wife had sacrificed much to support the Husband's career. From 2000 to 2001, early in the marriage, she accompanied the Husband to the

143 JCB Vol 1 at pp 19–20, paras 22–24.

144 JCB Vol 1 at pp 20–21, paras 21–28.

145 JCB Vol 1 at p 833.

146 JCB Vol 1 at p 329, para 133.

147 JCB Vol 1 at p 332, para 140.

148 JCB Vol 1 at p 1537, para 56.

149 JCB Vol 1 at p 1533, para 39.4.

150 JCB Vol 1 at p 304, para 44.

151 JCB Vol 1 at p 306, para 53.

United States for his studies for one and a half years, and she did not have a work permit to work while she was there.[152] On a second occasion, from 2004 to 2005, the Husband was required to go to Canada for training for an extended period of time, and the Wife and C1, who was an infant at the material time, accompanied him.[153] The Husband himself acknowledged that the Wife had felt "incredibly lonely and homesick [for] being so far away from her family for such an extended period of time" and therefore had sought to spend his free time with the Wife to assuage her loneliness.[154] This is compounded by the fact that the Wife would have had to take care of C1, then an infant of about one to two years old, during their stay in Canada, in a foreign environment. *BNS*, which the Husband had cited, emphasises that relocation and the attendant difficulties of childrearing in a foreign environment is a factor that may be considered in the assessment of indirect contributions.

107 Taking into consideration the balance of factors, the precedents and assessing the indirect contributions in broad strokes as per *ARY* at [55], I find that it would be fair to apportion indirect contributions at 65:35 in favour of the Wife.

Weightage to be applied

108 In *ANJ*, the Court of Appeal outlined at [27] at least three non-exhaustive broad categories of factors to be considered in attributing the appropriate weight to be accorded to direct contributions *vis-à-vis* indirect contributions: (a) the length of the marriage; (b) the size of the matrimonial assets and its constituents, in particular, if the pool of assets is extraordinarily large and may be attributed

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152 JCB Vol 1 at pp 19–20, para 22; PWS at para 81.

153 JCB Vol 1 at p 297, para 23.

154 JCB Vol 1 at p 323, para 112.

to one party's exceptional efforts, direct contributions are likely to be accorded greater weight; and (c) the extent and nature of the indirect contributions made.

109 The Husband submits that direct contributions should be given a higher weightage than indirect contributions. At the hearing, I raised that the size of assets in the present case is not that sizable compared to those in the precedents, see, *eg*, *ANJ* at [27(b)], citing *Yeo* where the matrimonial pool of $116,560,000 was attributed to the Husband's extraordinary efforts. Parties did not controvert this.[155] But the Husband nonetheless submitted that there should be a higher weightage for direct contributions because the indirect contributions of the Wife were reduced after their separation.[156]

110 As earlier noted, the extent of the parties' indirect contributions may be reduced after separation, and this should be assessed in the circumstances; see [44] above. It is therefore on this premise that I turn to case authorities to determine whether the circumstances justified the shift of the weightage in favour of direct contributions.

(a) In *WUI v WUJ* [2024] 5 SLR 979, the court applied an 80:20 weightage in favour of direct financial contributions. The parties married on 15 October 2011 and had no children. Throughout the marriage, neither had a close relationship with each other. In 2020 the Wife moved out of the Husband's family home. Divorce proceedings were commenced on 24 March 2022. Interim judgment was granted on 14 June 2022. Parties lived together for about nine years even though the official length of the marriage was around ten and a half years. The

155 8 July NE at p 18 lines 11–14.

156 8 July NE at p 17 line 29 – p 18 line 2.

court took into account the fact that the marriage was a short one, heavy reliance on domestic workers and that parties did not invest much in building a shared life together, in coming to the 80:20 weightage; at [68]–[73].

(b) In *WZF v WZG* [2025] 3 SLR 1219, the court applied a 70:30 weightage in favour of direct financial contributions. The court took into account the length of the marriage which lasted only for around eight years, the large matrimonial pool ($10,158,806.47) and the fact that the Wife was the primary caregiver of the child in coming to the 70:30 weightage; at [89].

(c) In *WNW v WNX* [2024] 3 SLR 1761 ("*WNW*"), the court applied a 2:1 ratio in favour of direct contributions. The marriage lasted for almost 31 years, but parties had separated for 26 out of the 31 years of marriage; at [15]. Despite the separation, parties continued to reside in the matrimonial flat from 1989 to 2018 for some 29 years; at [27]. While the DJ applied an 80:20 weightage in favour of direct contributions, Andrew Ang SJ was of the view that the weightage was inappropriate. He found that even though parties had separated in 1994, parties contributed to their sole child's care for a lengthy period of 20 years; at [47]. Notwithstanding their early separation, it was a relatively long marriage. Therefore, Ang SJ held that an appropriate ratio would be 2:1 in favour of direct contributions.

111 In the present case, the marriage lasted 22 years and 6 months, a significant length. But parties agree that the matrimonial relationship had in substance ended even earlier. The Husband's account is that parties effectively

lived separate lives since 2012.[157] The Wife's account is that she still slept on the same bed as the Husband until August 2017 and they did not stop talking to each other completely.[158] Regardless of the precise date of effective separation, it would appear that their indirect contributions to each other in the marriage would be attenuated. But there was a household insofar as the parties had continued to provide and care for the Children and for a significant period of time continued to reside together in the matrimonial property. The Wife's main indirect contributions were to the household and the care of the Children and these did not diminish, a point which was acknowledged by counsel for the Husband.[159]

112 A comparison in this regard could be drawn to the circumstances in *WNW,* insofar as in the present case, the parties had two children instead of one, and had spent at least some ten years amicably married as opposed to five. Indirect contributions would therefore feature more strongly in the present case as opposed to *WNW.* Assessing the present circumstances in broad strokes, I do not think that the diminished indirect contributions between spouses during the period of separation would suffice as justification for attributing a higher weightage to the direct contributions at the expense of indirect contributions. I hence assess on the basis of equal weightage for direct and indirect contributions.

Overall ratio for division

113 Following from the above, the overall ratio for the division of the MAs is set out below:

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157 JCB Vol 1 at p 304, paras 46–47.

158 JCB Vol 1 at p 856, para 87.

159 NE 8 July at p 18 lines 23–26.

	Husband	**Wife**
Direct Financial Contributions (50%)	83.32%	16.68%
Indirect contributions (50%)	35%	65%
Overall ratio	59.16%	40.84%
Overall ratio after rounding	59%	41%
Parties' share of the matrimonial pool	$3,611,887.76	$2,509,955.90

Custody and Care and Control of C2

114 C1, the elder daughter, is now 22. C2, the younger daughter, is 19. She will be starting her university education in 2025. Parties agree on joint custody over C2 but contest care and control. The Wife seeks care and control of C2.[160] The Husband initially submitted that care and control should be given to him as C2's needs are more financial at this stage of life and he is better placed to provide this and advice to her as she prepares to be a working adult.[161]

115 At the first hearing, parties were asked to confirm if they were still contesting the care and control of C2. If they were not, they were to inform the court of the proposed arrangement. This was to see if it was possible to avoid drawing C2 into their legal dispute.[162] Before parties were able to discuss, the Wife asked C2 to file an affidavit. This invariably pulled C2 into the parties' legal dispute. C2's affidavit was produced shortly before the second hearing.

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160 PWS at para 100.

161 DWS at paras 78–80.

162 NE 8 July at p 19 lines 7–14.

116 At the second hearing, the Wife informed that she was still seeking sole care and control. She relied on C2's affidavit in support of her position.

117 The Husband took the position that the Wife's unilateral act of procuring C2's affidavit was improper and not in C2's best interest. The Husband conveyed, through his counsel, that he had spoken to C2 after she had affirmed her affidavit. C2 shared that she was under the impression that she must choose to stay with either of her parents. On being informed by her father that it may be possible to stay with both parents, C2 conveyed to him that she would prefer not to choose either parent. The Husband revised his position to seek shared care and control.

118 Rather than ask C2 to file a supplementary affidavit, I decided to hold a judicial interview with C2. Both parties were also agreeable to this. I also gave liberty to parties to file further submissions on the issue of care and control, including the possibility of there being no order for care and control.

119 In her further submissions, the Wife submits that an order for care and control ought to be made as part of the custody order for a child. She maintained her position that she should be given sole care and control of C2, even as parties have joint custody over C2.[163] The Husband submitted that in view of s 124 of the Women's Charter 1961 (2020 Rev Ed) (the "Women's Charter"), the Court has the power to make no orders as to care and control if it thinks fit, subject to the considerations set out in s 125(2) of the Women's Charter. He revised his position to submit that there should be no order for care and control of C2 and that this would be in C2's best interests.[164]

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163 Plaintiff's 2nd Supplementary Written Submissions ("PSWS 2") at paras 7 and 27.

164 Defendant's Further Supplementary Skeletal Submissions at paras 8 and 10–11.

120 Having regard to the overall circumstances of the case, I grant no order as to care and control. The paramount consideration in devising an order for care and control is the welfare of the child, and subject to this, the court is also to have regard to the wishes of the parents and the child; see s 125(2) of the Women's Charter. In my view, granting no order as to care and control would better serve C2's welfare. I will first highlight the relevant authorities, before providing my reasons for my decision.

121 It is clear from s 124 of the Women's Charter that while a court "may" make "orders as it thinks fit with respect to the welfare of any child", including custody and care and control orders, it is not obliged to. This is well recognised in judicial authorities. In *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 ("*CX*"), the Court of Appeal opined that a no custody order may be preferred over a joint custody order, even though the orders may have similar practical effects. The court was of the view that a no custody order "[leaves] the law on parenthood to govern the matter, as both parents continue to exercise joint custody over the child" and also "affirms the approach of the courts not to intervene unnecessarily in the parent-child relationship where there is no actual dispute between the parents over any serious matter relating to the child's upbringing"; at [18]. Further, a no custody order avoids drawing the child into a battle over the extent of their custodial powers and any possible negative psychological effects that may come about as one parent "wins" and the other parent "loses"; at [19].

122 This guidance in *CX* was applied in *Anthony Patrick Nathan v Chan Siew Chin* [2011] 4 SLR 1121 ("*Anthony Patrick Nathan*"). There, the wife, who was living in the matrimonial home with the daughter, sought sole care and control over the daughter with liberal access to the husband. The husband, on

the other hand, asked for no order to be made. The court agreed with the husband and made no order as to custody and care and control, for three reasons.

(a) There was no actual dispute between the parties over any matter of weight relating to the daughter's upbringing, as the husband did not contest the existing arrangement between parties which saw the daughter residing with the wife; at [13].

(b) There was no need to risk any possible negative psychological effect that may come about if the husband "lost" on care and control of the daughter; at [13].

(c) The daughter was also close to the age of majority, being 20 years old at the date of the judgment on 2 June 2011; at [3] and [13].

123 In my view, there is nothing in the Women's Charter that mandates the ordering of a care and control order in circumstances where a joint custody order is made. Ultimately, as set out in s 125 of the Women's Charter, the paramount consideration is the welfare of the child. As the Court of Appeal explained in *BNS v BNT* [2015] 3 SLR 973 at [22], there are many composite factors that may inform the court's decision as to where the child's best interests lie, and the assessment of the factors must depend in the final analysis on the consideration of all the facts in each case.

124 In the present case, in my judgment, the circumstances indicate that no order as to care and control would be the most appropriate. This is so, even though I am inclined to an order for joint custody.

125 As the Court of Appeal explained in *CX* at [32]–[33], care and control concern day-to-day, short-term decisions regarding the child's upbringing and

welfare. The right to decide how a child should dress or travel to school, what sport or musical instrument he should take up and similar ordinary day-to-day matters, resides with the parent who has care and control. C2 is close to the age of majority, being 19 years of age. She is starting her university education shortly. She would have sufficient maturity and independence to take charge of her day-to-day decision-making. A formal order of care and control in this regard would be superfluous.

126 There is also no actual dispute between parties over any matter of weight in relation to C2's living arrangements. None has been surfaced in these proceedings. C2 is commencing university education this year and will be staying in one of the university halls. Hall life is expected to be busy. This may include weekends. This is acknowledged by the Wife in her 2nd Supplementary Written Submissions.[165] During the judicial interview, C2 indicated that she prefers to have the flexibility to decide for herself who she would stay with during the times she is not living in the university hall. This is also consistent with what she has said in her affidavit at [4]. There she ended her affidavit by stating that if she did not have to choose, she would not choose which parent she wanted to reside with, and that she wanted to spend time with both her parents as much as possible.[166] Parties do not disagree that C2 should have the independence to decide for herself whom she would wish to stay with. The Wife also submitted that by virtue of C2's age and maturity, her wishes must be a significant factor.

127 I find no need to risk any negative psychological effect that may stem from a formal order of care and control in favour of one party over the other. It

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165 PSWS 2 at para 20.

166 Cosmas LLC Letter dated 23 July 2025.

is evident from what C2 has conveyed in her affidavit and judicial interview that C2 loves both her parents and prefers not to choose between them.

128 I did not consider a shared care and control order to be viable. Both parents were given an opportunity to discuss and come to an agreement on care and control of C2, so as to avoid drawing her into the legal dispute between the parties. What happened after, as set out at [115] above, as well as the tenor of their disputes over matters in this case, does not give me confidence that both parents would be able to cooperate sufficiently to make a shared care and control order dealing with day-to-day issues, workable.

129 In my judgment, no order as to care and control would be in the best interest of C2, taking into consideration all the circumstances. It would provide a flexible living arrangement for C2, which is also her preference. She is independent and mature enough to make such choices. It would avoid the negative psychological effect that may stem from an order in favour of one party. It would also avoid the tension that would arise if parties had to work together under a shared care and control order.

130 This is not inconsistent with an order for joint custody. As the court explained in *CX* at [31]–[32], custody without care and control concerns a different bundle of rights, *ie*, the right to make more important, longer-term decisions concerning the upbringing and welfare of a child. In respect of these more impactful and longer-term decisions for C2, it would still be in C2's best interests for both her parents to be involved in such decision making. This was not disputed by either party or C2. In my view, this reflects a careful calibration of the court's intervention in parent-child relationships, to where it is truly needed. This is in line with what has been expressed in *CX* at [18].

131 I therefore grant the parties joint custody over C2, but make no order as to care and control over C2. With this in place, I urge parties to cooperate with each other in raising the Children. The mutual obligation to cooperate in parenting in service of the welfare of the child, as enshrined in s 46 of the Women's Charter, continues even after the termination of the marriage; see *WKM v WKN* [2024] 1 SLR 158 at [91]. I hope for the sake of the Children, parties will bear this well in mind as they move on to the next phase of their lives.

Maintenance

Maintenance for C1

132 The parties agreed that there be maintenance ordered for C1 even though she is above 21. However, in *Thery Patrice Roger v Tan Chye Thee* [2014] SGCA 20 ("*Thery*"), the Court of Appeal held that the son, who was above 21 years old, should have personally made an application for maintenance under s 69(3)(*b*) of the Women's Charter 1961 (Cap 353, 2009 Rev Ed) ("2009 Women's Charter"); at [50]; see also *XKU v XKT* [2025] SGHCF 27 ("*XKU*") at [90]. The wife was not in a position to apply for maintenance on behalf of the son because she was neither a guardian nor in actual custody of her 25-year-old son under s 69(3)(*a*) of the 2009 Women's Charter. These provisions have not been amended since and the Court of Appeal's guidance is still applicable. It follows from this that parties in matrimonial proceedings do not have the standing to apply for maintenance on behalf of an adult child.

133 Nonetheless, it is open for C1, as an adult child, to file the necessary maintenance summons and affidavit, with the summons then transferred to the High Court to be heard together with ancillary matters. *Thery* was brought to the attention of parties at the first hearing on 8 July 2025, and parties were asked

to update the court as to their intentions. To date, parties have not furnished any update. I therefore do not order maintenance for C1.

Maintenance for C2

134 The Wife's position is that the Husband should pay 100% of the maintenance of the Children.[167] This is because she would be paying for other expenses such as groceries and rental costs for C2, and because the Husband's monthly income is five times that of the Wife's. She initially quantified C2's monthly expenses at $3,189.00.[168]

135 The Husband submits that parties should pay for the Children's monthly expenses in a proportion that is commensurate to their respective relative incomes, in line with s 68 of the Women's Charter, which stipulates that each parent has a legal duty to maintain his or her children.[169] The Husband initially quantified C2's monthly expenses at $3,700.[170]

136 Following the first hearing, pursuant to directions of the court, the Wife updated that C2's expenses amounted to $3,846.41, including an additional $325 for groceries.[171] While the Wife provided a list of her expenses should care and control of C2 be awarded to her,[172] I do not take into account the list because it pertains to the Wife's and not C2's expenses and, in any case, I have made no order on care and control.

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167 PWS at para 99.

168 Joint Summary at p 45.

169 DWS at paras 85–86.5.

170 Joint Summary at p 45.

171 Cosmas Letter (16 July) at Annex E; 24 July NE at p 2 lines 26–29.

172 Cosmas Letter (16 July) at Annex D.

137 I first deal with the reasonable monthly expenses of C2. Parties broadly agree on the quantum to be attributed to C2's expenses and their dispute as to the amount allocated for each particular expense is relatively marginal. The item which stands out in this scheme of relatively marginal differences, is that of school supplies. The Wife calculates this as $100 per month, while the Husband assesses it at $50 per month.[173] As neither number is supported by any evidence of past or projected expenditure, I adopt $50 per month for school supplies for the purpose of assessing monthly expenses for C2. It does not strike me that either parent will begrudge C2 and increase this component later if indeed there is a need. Rather, their dispute is over each parties' respective share. Taking a broad brush approach, I assess C2's reasonable monthly expenses to be about $3,750.

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

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173 Cosmas Letter (16 July) at Annex E s/n (xx)(d); 24 July NE at p 2 lines 16–24.

139 The Wife's monthly employment income in 2024 was on average $7,052.58, while the Husband's monthly employment income was on average $24,784, with $1,409.79 received in rent.[174] I discount the rental incomes given that the Punggol Property may be sold pursuant to the division of matrimonial assets and look solely at the parties' employment income. The ratio of parties' monthly income based on their assessable income from employment in 2024 is roughly 80% (Husband) to 20% (Wife). Applying the same ratio, it would be fair to expect the Husband to pay for approximately 80% of C2's monthly expenses, while the Wife contributes to the remaining 20%.

140 As I had granted no order as to care and control, the mechanics of effecting the maintenance order requires further examination. I order the Husband to pay $3,000 for C2's expenses. This includes the expenses relating to school fees and the health insurance policies under C2's name, including those currently paid for by the Wife. The Husband is to make the payments directly to the charging entities for these expenses. The Wife is to contribute $750 each month to C2's expenses. I assess that C2 is mature and confident enough to handle her own finances. Both parties can make their contributions directly to her and do not need to channel it through either party. This is with a view to reducing sources of tension between the parties. For the Husband, this would be the remaining sum after payment of the school fees and the health insurance policies.

141 I urge parties to work together in the administration of this maintenance order in the best interests of C2. If circumstances change or unexpected expenses arise, parties should seek to reach an accord in line with their joint parental responsibility and mutual obligation to cooperate. Parties had done so

174 Joint Summary at p 3.

throughout the course of the marriage and the formal dissolution of the marriage should not hinder this working relationship.

Maintenance for the Wife

142 The Wife submits that her monthly expenses total $10,481.70.[175] She is currently employed as a medical social worker with an average monthly income of $7,052.58.[176] The Wife, however, takes reference to her monthly take home pay of about $4,128.10 and contends that there is a shortfall between her monthly expenses and take-home income. She submits that the Husband should pay backdated maintenance of $97,898.80 from November 2023 to July 2025 and lump sum maintenance of $607,395.84, calculated at $6,327.04 per month for eight years.[177]

143 The Husband contends that no maintenance should be made for the Wife as the Wife is already self-sufficient and will receive a substantial amount of matrimonial assets.[178]

144 I first examine the Wife's reasonable monthly expenses. I assess her reasonable monthly expenses on a broad-brush basis to be about $4,500.

(a) The Wife claims expenses of $400 per month for vacation. Vacation is a luxury and not a necessity. This cost should be borne by the party that desires to go for vacation; see *WXA v WXB* [2024] SGHCF 22 at [26].

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175 PWS at para 95.

176 Joint Summary at p 3.

177 PWS at paras 97–98.

178 DWS at paras 90–102.

(b) The Wife claims expenses in relation to various donations and gifts, including gifts for celebrations at Chinese New Year, birthdays, weddings, monthly tithes, donation in support of a missionary couple and youth programmes and financial support for family. It would not be reasonable to expect the Husband to pay for the Wife's largesse.

(c) The Wife claims expenses for a domestic worker. The Husband disputes this on the basis that even if C1 and C2 are to stay with the Wife, C2 is expected to stay in university accommodations, and C1 and C2 are 22 and 19 respectively.[179] Given the smaller household, in any event, there is no real need for a domestic worker. I agree with the Husband.

(d) The Wife claims $1,500 per month for a car. This is disallowed as the Wife is presently working as a medical social worker, and there is no special need for a car in this regard. C1 and C2 are also of sufficient maturity to travel independently.

(e) The Wife's proposed quantum associated with general expenses, such as eating out, utilities, household consumables, telephone, haircuts, health supplements and gym membership are generally reduced.

145 Having regard to her assessed monthly employment income of $7,052.58 in 2024, I do not think her monthly expenses will be out of proportion, especially given that there is more than ample room for her to adjust her lifestyle if necessary.

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[179] 24 July NE at p 5 lines 26–27.

146 I next turn to the assets that the Wife will be awarded in these matrimonial proceedings. It is trite that the court's power to order maintenance is supplementary to the power to order a division of matrimonial assets; *TNL* at [63]. The courts have therefore declined to award maintenance where a spouse has been awarded a substantial amount of the MAs. For example, in *TQU*, the wife was found to be entitled to 25% of $13,667,860.72, amounting to $3,416,965.18. The court in *TQU* held at [147] that "even though [the court had] varied the [w]ife's portion to 25%, this still [left] her a substantial amount of the matrimonial assets and [the court saw] no reason to award her any maintenance." This was similarly the case in *UBM v UBN* [2017] 4 SLR 921. There, the court noted at [74] that with $3.65m in assets under the division order, the wife had sufficient financial resources to meet her reasonable needs.

147 Following the above division of MAs, the Wife is entitled to assets in the substantial amount of $2,509,955.90, which will be more than sufficient to sustain the Wife. I have also made orders on maintenance for C2, so the Wife would only need to focus largely on her own needs. She does not need interim spousal maintenance to sustain her until the Husband transfers her share of the MAs to her.

148 A former wife "ought to try to regain self-sufficiency", and "an order of maintenance is *not* intended to create life-long dependency by the former wife on the former husband"; *ATE v ATD and another appeal* [2016] SGCA 2 at [31]. The Wife's response is that an order for maintenance ought to take into account the previous lifestyle and expenses that both parties incurred in the course of the marriage, and that some items, *eg*, holidays, travel and car, had been granted in previous cases.[180] But each case has to be assessed on its

[180] 24 July NE at p 6 lines 19–23.

circumstances. A fair balance, in my view, has been struck to take into account post-divorce realities. In view of these considerations, and in line with *TQU* and *UBM*, I do not find a basis to award the Wife spousal maintenance.

Conclusion

149 For the reasons given above, I make the following orders:

(a) The pool of MAs for division is valued at $6,121,843.66. The ratio for the division of MAs is 59:41 in favour of the Husband. Parties requested to be given the liberty to work out, as between themselves, how to effect the court's order on the division of assets. They are to write in within 21 days of this Judgment, to update the court.

(b) Parties are to have joint custody over C2, but I make no order as to care and control.

(c) The maintenance order for C2 is as outlined at [140] above.

(d) No spousal maintenance is ordered for the Wife.

150 As parties have each succeeded on some of their issues, I am inclined to order that parties bear their own costs. If parties are unable to agree on the issue of costs, they are to write in within 14 days of this Judgment. I will then hear the parties on costs.

Kwek Mean Luck
Judge of the High Court

Jayamani Jose Charles (Cosmas LLC) for the plaintiff;
Chan Qing Rui, Bryan (Chen Qingrui) (Kelvin Chia Partnership) for the defendant.
