

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 111

Divorce No 3449 of 2024

Between

YGT

... Plaintiff

And

YGU

... Defendant

GROUND OF DECISION

[Family Law – Ancillary powers of court – Division of matrimonial assets –
Dual-income or single-income marriage]

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**YGT
v
YGU**

[2026] SGFC 111

Family Court — Divorce No 3449 of 2024

District Judge Marcus Ho
28 May 2026 and 23 June 2026

17 August 2026

District Judge Marcus Ho:

Introduction

1 The Plaintiff Wife (“Wife”) and the Defendant Husband (“Husband”) were married on 14 September 2008. The Husband left the matrimonial home in November 2023. The Wife commenced divorce proceedings on 29 July 2024. The interim judgment (“IJ”) was granted on 12 September 2024. This marriage lasted for about 16 years.

2 At mediation, parties were able to resolve the issue of custody, care and control and access to the two children of the marriage (“Children”), as well as the issues of maintenance for the Children and for the Wife. Their agreement was recorded as a consent order on 3 April 2025.

3 The only issue that remained for my determination was the division of matrimonial assets.

Preliminary issue

4 The preliminary issue that confronted me was the question of whether the parties had already reached an agreement on the division of matrimonial assets and thereby “settled” the matter.

5 The Husband, who was then self-represented, emailed the Wife’s solicitors on 7 April 2025, prior to a Family Dispute Resolution Conference that was scheduled at 2.00pm that day. This email appeared to set out certain terms pertaining to the ancillary matters. Thereafter, at 3.15pm, the Wife’s solicitors responded to the Husband’s email, setting out the Wife’s counter-proposals. There were no emails on these proposals thereafter until nearly five months later when on 4 September 2025 (after the Husband obtained legal representation) the Wife’s solicitors sent a letter to the Husband’s solicitors, stating that the Wife was agreeable to the Husband’s proposals as set out in his email of 7 April 2025. This letter fleshed out more fully, and in more formal terms, the terms of the agreement. The Husband’s solicitors responded via email on 10 September 2025, stating that the Husband’s proposal was only made for the purposes of mediation and that he intended to have the outstanding ancillary matters adjudicated.

6 The Wife’s position was that there was an offer made by the Husband on 7 April 2025 that she subsequently accepted on 4 September 2025. The Wife therefore argued that an order should be made in the terms of what the Husband had offered and the Wife had accepted. The Husband disagreed.

7 I disagreed with the Wife's position. On the facts, I did not consider the Husband's "offer" to have been open for the Wife's acceptance. The Husband's offer was made on 7 April 2025 in the context of mediation. The Wife had responded on the same day with a counter-proposal of her own, which the Husband did not accept. There was no indication thereafter that either party remained in negotiations, or that the Husband remained willing to settle the matter on those terms.

8 In any case, any agreement must be complete and there must not be any uncertainty as to the terms of the agreement. In my observation, the terms put forth by the Husband in his email of 7 April 2025 were not complete nor were they clear:

(a) The Husband's "offer", as it were, was couched in fairly tentative terms, containing suggestions of how the sum of \$84,000 was to be paid, with no clear indication as to what his primary position on this was. In fact, the mechanics of the Husband's suggestion that "the balance of \$60,000 maybe use on child maintenance" was unclear and may not necessarily be construed in the way the Wife had interpreted it in her letter of 4 September 2025.

(b) Further, the Husband's email did not address other outstanding issues, such as what would happen to the parties' other assets (i.e. whether each party was to retain the assets in their own names), and whether there was an agreement on costs. The Wife's solicitor's letter of 4 September 2025 set out her full position of the terms that were not contained in the Husband's email of 7 April 2025, addressing how the other assets would be divided, the issue of costs, and the inclusion of the Registrar's Empowerment Clause. These terms were set out in

paragraph 3 of the Wife's solicitors letter, which opened with "as the matter is resolved, the other terms are as follows...". This appeared to me as an acknowledgment that these terms were not previously raised or discussed. There was no record of any prior agreement on these matters.

9 I therefore found there was no agreement and accordingly declined to grant an order in terms of the Husband's "offer" that was communicated via email on 7 April 2025.

The pool of matrimonial assets

10 Before deciding how to divide the matrimonial assets, I first determined the pool of matrimonial assets to be divided.

11 Parties were largely in agreement as to the value and composition of the pool of matrimonial assets and liabilities, save for the following, which I addressed in turn:

(a) Value of the Wife's Prudential PruCash – Life Insurance Policy No. ending -2439. The Husband said that this policy should be valued at \$30,315. The Husband relied on a table at page 5 of the Wife's Compliance Affidavit filed on 23 January 2026 ("WCA"), where the Wife stated this policy's estimated maturity amount to be \$30,315. On the face of the policy document at page 16 of WCA, the policy has matured. While the Wife disputed this amount, the Wife did not provide any satisfactory explanation why this figure is incorrect, when these documents and information were provided by her. Since the policy had matured by the time of making the affidavit, the information as to its

maturity amount as declared by the Wife at page 5 ought to be its latest value. I therefore accepted its value at \$30,315.

(b) Value of the Wife's Prudential PruCash – Life Insurance Policy No. ending -6233. The Husband said that this policy should be valued at \$20,000. The Wife did not agree, though she was unable to provide an alternative figure. The Wife was ordered to provide details of her insurance policies relating to their inception date and surrender value. As referenced above, the Wife responded by providing the table at page 5 of WCA setting out the details of all her policies. At paragraph 3(a) of WCA, the Wife stated that “except for the 2 Prucash Life Assurance policies with maturity values of about \$52,313.00”, all other policies have no surrender value. This total sum of \$52,313 was ostensibly made up of the maturity values for her PruCash Policy No. ending -2439 (which I had deemed to be \$30,315), and this PruCash Policy No. ending -6233. This suggested that the Wife regarded the maturity value of these two policies as their surrender value. I therefore accepted its value at \$22,000 (rounded-off).

(c) \$20,000 loan from the Husband's father. The Wife submitted that there was a further liability in the form of a \$20,000 loan that she claims she borrowed from the Husband's father in order to pay for the downpayment of the parties' previous matrimonial property. However, by her own account, the Husband's father had refused to accept her repayment of \$20,000, saying that this was a wedding gift instead. Without any other evidence to suggest that this sum was a loan, I did not accept this to be a loan given the Husband's father's clear averment (as confirmed by the Wife herself) as to the intention behind the gift of the

sum. I therefore did not deduct this amount from the pool of matrimonial assets.

12 In summary, I found that the net value of the pool of matrimonial assets liable for division was \$1,236,797.03. This is broken down as follows:

S/N	Manner of holding	Asset/Liability	Value (\$)
1.	Joint	Property in Yishun (“Matrimonial Home”)	1,376,500
2.	Joint	Mortgage Loan	(490,694.04)
3.	Joint	OCBC Saving Account No. ending -5001	605.70
<i>Sub-total (Joint names)</i>			\$886,411.66
4.	Wife	CPF Ordinary Account	0
5.	Wife	CPF Special Account	161,959.51
6.	Wife	CPF Medisave Account	71,497.70
7.	Wife	OCBC Bank 360 Account No. ending -6001	800.43
8.	Wife	OCBC SRS Account No. ending -8171	100
9.	Wife	UOB Stash Account No. ending -5499	38,963.72
10.	Wife	DBS Savings Account No. ending -6036	816.99
11.	Wife	DBS SAYE Account No. ending -9993	9.83
12.	Wife	Maybank Saveup Account No. ending -8387	931.97
13.	Wife	Citibank Step Up Interest Account No. ending -5006	124.91
14.	Wife	Trust Bank Saving Account No. ending -8290	455.44
15.	Wife	Prudential PruCash – Life Insurance Policy No. ending -2439	30,315

16.	Wife	PruCash – Life Insurance Policy No. ending -6233	22,000
17.	Wife	Mercedes Benz GLA 180	8,000
<i>Sub-total (in the Wife's sole name)</i>			\$335,975.50
18.	Husband	CPF Ordinary Account	393.71
19.	Husband	CPF Special Account	12,132.54
20.	Husband	CPF Medisave Account	1,397.31
21.	Husband	POSB Bank Account No. ending -0509	486.31
<i>Sub-total (in the Husband's sole name)</i>			\$14,409.87
<i>Total (Joint names + the Wife's sole name + the Husband's sole name)</i>			<u>\$1,236,797.03</u>

Division of matrimonial assets

13 Having determined the pool of matrimonial assets, it remained for me to determine how to divide this pool.

Was this a dual-income or a single-income marriage?

14 When dividing matrimonial assets, the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) generally applies. An exception to this rule was identified by the Court of Appeal in *TNL v TNK* [2017] 1 SLR 609 (“*TNL v TNK*”), which found that the approach in *ANJ v ANK* should not apply to single-income marriages, where one spouse was the sole income earner and the other played the role of homemaker. In such cases, the Court would consider trends in precedent cases and its application to the specific facts of each case.

15 In assessing the approach to adopt, the focus is not only on whether a spouse was the ‘primary homemaker’ or ‘primary breadwinner’, but whether, due to taking on the homemaking role, that spouse did not earn income which could have been credited as his or her contributions in the structured approach and is thereby disadvantaged because of this role taken: *XKU v XKT* [2026] SGHC(A) 7 at [50].

16 The Wife submitted that this should be considered a dual-income marriage and that the approach in *ANJ v ANK* approach should apply. The Wife argued that there was no discussion or agreement for the Husband to become a full-time house husband. Rather, the Husband was simply lazy and not hardworking and did not apply himself to find a job. The Wife argued that he did not perform the role of a primary homemaker and that his undertaking of any household tasks was the least that was expected of him since he was unemployed. In fact, she suggested that the chores he undertook were no more than the chores that any reasonable and responsible full-time working husband would have undertaken too.

17 The Husband argued that the marriage in this case was a single-income marriage, not a dual-income one, and that pursuant to *TNL v TNK*, the approach in *ANJ v ANK* should not apply. The Husband argued that the parties had agreed for him to assume the role of a stay-at-home father. In any case, he submitted that facts show that he was indeed the primary homemaker. Based on precedent cases, the Husband submitted that he should be awarded with 35% of the pool of assets.

18 On the balance of the evidence provided, I found that this was a single-income marriage. I reasoned as follows.

19 It was not disputed that the Husband was unemployed for around 12 out of 16 years of the marriage, taking into account the Husband's recent part-time employment, which I gathered from the documents was a development that occurred sometime in July 2022 when the marriage was on its last legs. The Wife's own evidence of the Husband's employment history was that Husband had resigned from his job as an auxiliary police officer shortly after the marriage, worked with another company for a very short period thereafter, and

resigned again before their first child was born in June 2009. The Wife said that he then joined a different company as an auxiliary police officer, where he worked for less than a year before resigning. The Wife said that the Husband thereafter claimed to prefer to venture out into business, though there is no evidence that he actually did so. That the Husband only worked for a relatively short span of time at the start of their marriage is more or less consistent with the Husband's own account that he stopped working in or around 2011.

20 The roles of the parties were, as a matter of fact, divided along more traditional lines. At Paragraph 14 of the Wife's Statement of Particulars, the Wife regarded herself as the sole breadwinner who was responsible for all the family's expenses. In WAM1, she claims to pay for all of the family's expense, even providing a weekly allowance for the Husband. The Husband, without employment, slid into the role of a stay-at-home father who was reliant on the Wife for his finances, and who was left responsible for various day-to-day tasks. On the face of the affidavits, the Husband's tasks included sending the Children to and from school and their enrichment classes, purchasing groceries, doing minor repair works within the house, cleaning the house, cooking dinner, and caring for the Children. The household chores had to be managed without the assistance of a full-time domestic helper.

21 While the Wife may dismiss the tasks undertaken by the Husband as "basic things expected of a parent" and something he did as a matter of course since he was not working, the fact remains that the Wife was largely relieved of these responsibilities by virtue of the Husband undertaking them. To reduce a homemaker's contribution to a list of chores often does little justice to the homemaker's role. Such an approach risks treating the homemaker as no more than a dispensable economic unit whose functions could simply be outsourced. The value of a homemaker lies not in any single task, but in the totality of the

role and in the freedom it quietly affords the other. To avoid doubt, this is not to say that the Court will shy from making an assessment of each party's efforts toward the marriage. It would not be sufficient for a party to simply state that he or she is a homemaker so as to hide behind this label, without more. The Court will examine the evidence provided by the parties to, among other things, make a qualitative determination as to reality of the roles undertaken by each party and derive a final ratio for the division that would be just and equitable in the circumstances of the family.

22 For completeness, I made no finding as to whether there was an agreement for the Husband to remain unemployed to care for the family as there was insufficient evidence for me to make this determination. The Husband asserted the existence of this agreement while the Wife disputed this. Neither provided any objective evidence on this. That being said, I noted that the Wife, despite knowing the Husband's position on this matter, did not provide any objective evidence to show any objection she may have raised toward this state of affairs over the years. While the Wife pointed to her attempt to have the Husband further his studies, this attempt appears to have been made sometime in 2010 before the Husband stopped working altogether. There was no record of any efforts made to persuade or even suggest that the Husband return to the workforce. Even if there was no agreement at the very start, an inference could have been drawn that the Wife acquiesced to this arrangement over time, possibly for the value it has brought to the progression of her own career.

23 In the round, no matter how one sliced and diced it, the arrangement that took shape over the course of this marriage was one that more closely resembled that of a single-income marriage, even if there was no agreement of this to be the case at the very start. The reality was that the Husband was unemployed for most of the marriage. When the Husband was working, he drew a relatively low

salary. When he was not, the Husband had no income to speak of. It would have been a strain to regard this as a dual-income marriage and the Husband would have been left prejudiced if the structured approach in *ANJ v ANK* were to apply. I therefore characterised this as a single-income marriage and declined to adopt the structured approach in *ANJ v ANK*.

How should the pool of matrimonial assets be divided?

24 Taking guidance from the Court of Appeal's observations in *BOR v BOS and another appeal* [2018] SGCA 78 (at [113]) that the trend in moderately lengthy marriages of around 15 to 18 years was to award the homemaker about 35% to 40% of the matrimonial assets, the Husband submitted that it would be appropriate for him to be apportioned with 35% of the pool.

25 Notwithstanding this, I declined to award the Husband a proportion of the asset pool within this range, which I noted was intended as a guide and was not meant to be so strictly prescriptive. I reasoned as follows.

26 While the Interim Judgment was only granted on 12 September 2024, the Husband left the matrimonial home nearly one year before that in November 2023. The marriage lasted for around 15 years up to that point. This placed the marriage within the lower end of the abovementioned range.

27 There was no evidence that this was a case where the Husband had set aside his own career progression and ambitions to become a homemaker. By the Husband's own account, he was working in a low-paying job for four years before the marriage, and continued in this job for another two years or so before he resigned. According to him, he had low career prospects and earned a low income. There were no details of any efforts on his part to apply himself at a higher level. Although the Wife enrolled him in a course for him to obtain a

diploma, he said he did not complete this part-time course because he did not have any interest in this field. There was no clear career path or trajectory laid out and no indication of any aspirations on the Husband's part that he had to lay aside, such that any strong consideration should be made in this regard as a means of compensating him for the loss of opportunity.

28 I also accepted that the Wife herself made considerable indirect non-financial contributions too, notwithstanding her primary role as the family's sole breadwinner. For instance, it was not disputed that the Wife made all major decisions relating to the family, and would undertake the family's financial planning and budgeting, in addition to her being the sole source of the family's finances. It was also not disputed that she did minor repairs and upkeep of the home, or that she was involved in the Children's education, monitoring their homework and being responsible for their enrolment into various tuition classes. By the Husband's own admission, he was less academically inclined than the Wife, so it was not unnatural for the Wife to be the parent who took the lead in the Children's education. Paragraph 19 of the Husband's own submissions noted that the Wife had made "significant investment in the children's education and health". While both parties claim to be the Children's primary caregiver, in my observation, the Wife must have been sufficiently active in the Children's lives to maintain a strong relationship with them despite her full-time employment, such that parties mutually agreed for her to have sole care and control of the Children moving forward.

29 All in all, I found that awarding the Husband with 30% of the matrimonial assets would better reflect a just and fair outcome.

My orders

30 I therefore divided the pool of matrimonial assets valued at \$1,236,797.03 in the proportion of 70% to the Wife and 30% to the Husband. Less the value of assets in the Husband's own name, to make up his 30% share, the Husband would receive \$371,039.11 (i.e. 30% of \$1,236,797.03) - \$14,409.87 = \$356,629.24. As both parties were of like mind that the Matrimonial Home should be transferred to the Wife, I ordered as follows:

(a) The Husband's rights, title and interest in the Matrimonial Home shall be transferred (other than by way of sale) to the Wife upon the Wife paying to the Husband the sum of \$356,629.24 within 9 months of the Final Judgment. The Wife shall bear the costs of the transfer. The Husband shall make the necessary refunds to his CPF account from this sum received.

(b) In the event that the transfer of the Matrimonial Home is not completed within 9 months as stipulated above, the property is to be sold on the open market within 6 months thereafter, i.e. within 15 months of the Final Judgment. The sale proceeds shall be applied as follows:

- (i) To make full payment of the outstanding housing loan to the bank;
- (ii) To pay the HDB resale levy (if any);
- (iii) To pay all costs and expenses incidental and relating to the sale of the property;

(iv) The balance sale proceeds shall be divided in the proportion of 60% to the Wife and 40% to the Husband. Each party shall pay the requisite CPF refunds in accordance with the applicable CPF Rules and Regulations to the Parties' respective CPF accounts from their share of proceeds.

(c) Each party shall retain all other assets in his or her own name.

Costs

31 In the circumstances of the case, I ordered that each party was to bear their own costs.

Marcus Ho
District Judge

Toh Siew Sai Thomas (CK Tan Law Corporation) for the Plaintiff;
Samuel Chong and Jocinda Wong Jia Heng (Esteem Law LLC) for
the Defendant.
