IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 117

FC/OAD 1208/2025
FC/SUM 513/2026
FC/SUM 671/2026
HCF/DCA 64/2026

Between

YHD

… *Applicant*

And

YHE

… *Respondent*

GROUNDS OF DECISION

Family Law - Divorce - Setting aside of consent orders and final judgment

Family Law - Matrimonial assets - Division - Interpretation of order on division of matrimonial assets

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YHD
v
YHE

[2026] SGFC 117

Family Court – OAD 1208/2025 (FC/SUM 513/2026 and FC/SUM 671/2026)
District Judge Phang Hsiao Chung
5, 17 and 23 June 2026 and 29 July 2026

26 August 2026

District Judge Phang Hsiao Chung:

Introduction

1 This case highlights a peculiarity of conveyancing practice that appears to be at odds with the principles applicable to, and the interpretation of Court Orders relating to, the division of matrimonial assets. However, a practice adopted by conveyancing lawyers is just a practice, and does not have the force of law. Where an unreasoning application of a conveyancing practice will subvert the implementation of a Court Order in a particular scenario, commonsense dictates that the practice should not be adopted in that scenario.

2 By an Interim Judgment dated 10 September 2025 (the "Interim Judgment"), the marriage between the applicant wife (the "Wife" or "Applicant") and the respondent husband (the "Husband" or "Respondent") was

dissolved on the ground that the marriage has irretrievably broken down by reason that the parties agree that the marriage has irretrievably broken down.

3 The Interim Judgment contained (among other things) the following consent orders dealing with the division of matrimonial assets, including the refund of the Husband's Central Provident Fund ("CPF") contributions used for the acquisition of a Housing and Development Board ("HDB") flat that was the parties' matrimonial home (the "matrimonial flat"):

> 2. The Respondent shall sell his rights, title and interest in the matrimonial flat at [address redacted] to the Applicant at the sum of $200,000 by way of part-share resale within 3 months of the date of Final Judgment. The Respondent shall refund his own CPF contributions utilised towards the purchase of the matrimonial flat.
>
> The Applicant shall bear the costs of the part-share resale.
>
> The Respondent shall vacate the matrimonial flat within 1 month after completion of the part-share resale.
>
> 3. Each party shall retain all other assets in their respective names.
>
> …
>
> 5. The Applicant and Respondent shall continue to maintain OCBC Bank Account No. [account number redacted] (the "Joint Account") in joint names of both parties after the divorce. Subject to mutual agreement, the children's expenses for tuition, personal accident and hospitalisation insurance, enrichment, CCA, purchase of devices for school use, tertiary education fees, medical, dental, purchase of spectacles and any other agreed expenditure shall be paid out with funds from this Joint Account.
>
> Whenever the balance in this Joint Account falls below $500, either party may inform the other party and the Applicant shall deposit the sum of $900 and the Respondent shall deposit the sum of $1100 within 5 days of being informed.

4 By a Final Judgment (Divorce) dated 15 December 2025 (the "Final Judgment"), it was ordered that the parties' marriage is dissolved.

5 FC/SUM 513/2026 ("SUM 513") is the Wife's application for the Interim Judgment to be varied by inserting a "Registrar's Empowerment Clause" empowering the Registrar or Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 (2020 Rev Ed) to "execute, sign, or endorse all necessary documents relating to matters contained in this order on behalf of either party should either party fail to do so within seven days of written request being made to the party".

6 Prayer 1 of FC/SUM 671/2026 ("SUM 671") is the Husband's application to delete paragraph 2 of the Interim Judgment and replace it with the following orders:

> 2a. The Respondent shall sell his 50% rights, title and interest in the matrimonial flat at [address redacted] ("matrimonial flat") to the Applicant by way of part-share resale within 3 months from the date of this Order at the part-sale price of $345,592.35.
>
> 2b. From the part-sale price of $345,592.35, the Respondent shall refund his full CPF refund into his CPF Account and pay for his half share of the outstanding loan of the matrimonial flat.
>
> 2c. The Applicant shall bear the costs of the part-share resale.
>
> 2d. The Respondent shall vacate the matrimonial flat within 1 month after the completion of the part-share resale.

7 Prayer 2 of SUM 671 is the Husband's alternative application for the Final Judgment and paragraph 2 of the Interim Judgment to be set aside.

8 I heard SUM 513 and SUM 671 together on 5 June 2026. During the hearing, I expressed certain preliminary views, but reserved judgment. After the hearing, the Wife's litigation lawyers submitted further arguments by way of a

letter dated 17 June 2026. By a letter dated 23 June 2026, the Husband's litigation lawyers stated that there was no basis for the Wife to request for further arguments, but provided a substantive response. After I reviewed both parties' letters, I instructed the Registry to inform both parties on 23 June 2026 that the Court will issue a judgment based on the submissions at the hearing on 5 June 2026 and the additional written submissions that the parties tendered on 17 and 23 June 2026. On 29 July 2026, I issued a judgment in writing, in relation to both applications, under Part 15, Rule 10(1)(*b*) of the Family Justice (General) Rules 2024 (G.N. No. S 720/2024) without the parties present. The orders that I made are reproduced at [48]. On 12 August 2026, the Wife filed a Notice of Appeal against the following parts of my decision:

(a) To avoid doubt, it is declared that, as a matter of interpretation, under paragraph 2 of the Interim Judgment, the Applicant is solely responsible for redeeming the outstanding mortgage loan on the matrimonial flat.

(b) Each party is to bear his or her own costs for both SUM 513 and SUM 671.

Facts

9 The Wife commenced divorce proceedings against the Husband on 13 March 2025. After 2 rounds of mediation on 4 July 2025 and 8 August 2025, the parties reached an agreement on the ancillary matters. The agreement was set out in a Draft Ancillary Relief Order signed by both parties' litigation lawyers. The consent orders in the Interim Judgment reflected the terms of the agreement.

10 After the Interim Judgment was granted, the parties executed an Option to Purchase dated 23 December 2025 (the "OTP") granting the Wife the right to purchase the Husband's share of the matrimonial flat at the agreed purchase price of $200,000. The OTP was exercised by the Wife on 12 January 2026.

11 By a letter dated 5 February 2026, the Husband's conveyancing lawyers informed the Wife's conveyancing lawyers that the Husband "is not responsible and will not be paying for any share of the outstanding mortgage loan", and "will only be refunding his CPF account in full".

12 By a letter dated 9 February 2026, the Wife's conveyancing lawyers informed the Husband's conveyancing lawyers that the Wife disagreed with the Husband's position as to his obligation under the terms of the Interim Judgment. The Wife took the position that "[as] the Vendor of [the Husband's] share of the flat to [the Wife], it is incumbent on [the Husband] to utilize the part-share sale price of $200,000/- to fully redeem the outstanding mortgage and fully refund both the CPF Principal Sum and Accrued Interest to his own CPF Account". The Wife's conveyancing lawyers enclosed a copy of a "clarification" by the HDB to the Wife dated 12 February 2025, paragraphs 4 to 6 of which stated:

> 4 In the event that your Divorce Order of Court grants you 50% of the flat, the agreed selling price in the Option To Purchase (OTP) will be for just for the 50% of the flat that you are buying over from your ex-husband.
>
> 5 The resale part-share buyer (you) will be responsible for 50% of the outstanding housing loan, on top of that, you are also buying 50% of the flat (at the price as agreed with your ex-husband).
>
> 6 The outgoing party (your ex-husband) will be required to use the agreed selling price for his 50% the flat (sic) to first discharge his 50% share of the outstanding loan and also to refund his CPF withdrawn with accrued interest. The balance will be his cash proceeds.

13 By a letter dated 13 February 2026 to the Wife's conveyancing lawyers, the Husband's litigation lawyers:

(a) stated that paragraph 2 of the Interim Judgment:

(i) was "ostensibly worded as such because [the Wife] intended to obtain financing for the transfer of the matrimonial flat"; and

(ii) was "unworkable" because:

(A) pursuant to the division of matrimonial assets, the Husband was to receive $200,000 from the transfer of the matrimonial flat and then utilise said $200,000 to refund his own CPF contributions utilised towards the purchase of the matrimonial flat;

(B) paragraph 2 of the Interim Judgment stated "the sum of $200,000", which was the amount of consideration payable to the Husband, but did not specify the part-sale price, the parties' respective shares in the matrimonial flat and the valuation of the matrimonial flat;

(C) the sum of $200,000 was far below the valuation of the matrimonial flat; and

(D) the bank would not grant the loan which the Wife requires; and

(b) proposed that the parties file a by-consent application to replace paragraph 2 of the Interim Judgment with the orders now reflected in prayer 1 of SUM 671.

14 By a letter dated 13 February 2026 to the Husband's litigation lawyers, the Wife's litigation lawyers:

(a) stated that the Husband was reneging on the agreement that the parties reached during mediation on 8 August 2025 for the Husband to "sell his rights, title and interest in the matrimonial flat ... to [the Wife] at the sum of $200,000 by way of part-share resale"; and

(b) stated that the Wife, to "not allow [the Husband] to delay the part-share resale", had instructed her litigation lawyers to apply to the Court to insert a "Registrar's Empowerment Clause" in the Interim Judgment; and

(c) asked whether the Husband had any objections to the insertion of the "Registrar's Empowerment Clause" and, if so, on what basis.

15 By a letter dated 16 February 2026 to the Wife's litigation lawyers, the Husband's litigation lawyers responded that:

(a) the Wife was the one who had delayed the transfer of the matrimonial flat and reneged on the agreement reached following the mediation;

(b) the parties had agreed that the Husband would transfer the matrimonial flat to the Wife, the Wife would pay the Husband $200,000, and the Husband would utilise the $200,000 to make the necessary refund to his CPF account;

(c) there was never an agreement that the Husband would bear any part of the outstanding loan of the matrimonial flat;

(d) the Husband's litigation lawyers had, in their letter, proposed varying paragraph 2 of the Interim Judgment through a by-consent application; and

(e) if the Wife continued to renege on the parties' agreement, the Husband would have no alternative but to seek the necessary legal remedies.

16 On 26 February 2025, the Wife filed SUM 513.

17 On 16 March 2026, the Husband filed SUM 671.

Evidence

18 The parties filed a total of 5 affidavits for SUM 513 and SUM 671. These were (in the sequence in which the affidavits were filed):

(a) the Wife's first affidavit filed on 26 February 2026 ("WA1") in support of SUM 513;

(b) the Husband's affidavit filed on 16 March 2026 ("HA") in reply to SUM 513 and in support of SUM 671;

(c) the affidavit of Denny Lin Dianyan ("DLD") filed on 20 March 2026 on behalf of the Husband in support of SUM 671;

(d) the Wife's second affidavit filed on 7 April 2026 ("WA2") in reply to SUM 671; and

(e) the affidavit of Tan Soo Imm Winnie Denise ("TSI") filed on 7 April 2026 on behalf of the Wife in reply to SUM 671.

19 DLD is an advocate and solicitor who practises both conveyancing and family law. DLD was approached by the Husband to give an expert opinion in the present proceedings. DLD's evidence, as set out in his affidavit, may be summarised as follows:

(a) Paragraph 2 of the Interim Judgment differed starkly from the usual provision for part-share resale transactions (e.g. the suggested clause for part-share resale in the Family Orders Guide 2024 Edition published by the Family Justice Courts), and instead looked more similar to a transfer (other than by way of sale) clause.

(b) For HDB flats, parties adopt the part-share resale mechanism if the party retaining the flat wishes to obtain a new housing loan to finance the payments to the outgoing party. This cannot be achieved in a transfer (other than by way of sale), as a new housing loan can only be sought for sale and purchase transactions, and not for transfer (other than by way of sale) cases. For all HDB transfer (other than by way of sale) cases, the remaining party's loan can only refinance the present outstanding loan, and no new loan can or will be created.

(c) For HDB part-share resale transactions and the qualification for a new loan with increased quantum, a specific "sale" price will need to be indicated. This part-share resale price will need to take into account parties' present manner of holding as well as the market value of the property for the purposes of the loan qualification. The new Mortgagee will require the transaction to be effected at market value, so that the Mortgagee's interests will be protected in the granting of the new loan and the part-share resale transaction. This is because the Mortgagee, as a commercial entity, would not wish to be affected in any way by a transaction at an undervalue under the Insolvency, Restructuring and Dissolution Act 2018. If the transaction is done at an undervalue, then there is a "gift" element in the transaction, notwithstanding that the transaction is carried out pursuant to a Court Order.

(d) As the manner of holding of the matrimonial flat between the Wife and the Husband is 50/50 or joint tenancy, the part-share sale price of $200,000 would be correct only if the present market value of the matrimonial flat is $400,000. If the market value of the matrimonial flat is higher than $400,000, paragraph 2 of the Interim Judgment would be problematic and unworkable as this would constitute a transaction at an undervalue and not at market value.

(e) In a part-share resale transaction where there is an existing outstanding loan on the property, the conveyancing practice is to allocate liability for the outstanding loan in the proportions of the parties' manner of holding as registered on the title of the property, unless otherwise stated in a Court Order. This principle of apportionment applies even when a Court Order is silent on it. In the present case, the outstanding loan should be apportioned 50:50 between the Applicant and the Respondent, as there is no stated apportionment.

(f) On a plain reading of paragraph 2 of the Interim Judgment, the parties seemed to have agreed for the Husband to be paid $200,000 in cash, from which he would be responsible for refunding his own CPF utilised, leaving him with about $50,000 in cash. It would be absurd to apply the usual part-share resale loan apportionment interpretation on paragraph 2 of the Interim Judgment, as it would mean that the Husband would have to top-up his half of the outstanding loan amount, and end up being out of pocket by $90,000 to $100,000.

(g) A 3-month period to complete the conveyancing for a part-share resale was too short. The HDB part-share resale process would require the parties to go through the entire resale process. Only after that can the standard 2-month conveyancing period begin towards the completion of the transaction. As it would typically take around 4 to 5 months from beginning to completion, a 6-month period was more appropriate.

20 TSI is an advocate and solicitor who specialises in conveyancing transactions for both private property as well as HDB flats. TSI was previously a legal officer with the HDB's Legal Department, where she handled conveyancing transactions from 1998 to 2003. TSI was approached by the Wife to give an expert opinion in the present proceedings. TSI's evidence, as set out in her affidavit, may be summarised as follows:

(a) In a Court Order made in divorce proceedings on the transfer of matrimonial property, the labels "sell" and "transfer" are sometimes used interchangeably, and may not be of much assistance in interpreting the Court Order. The focus should be on the underlying substance of the transaction, based on an objective interpretation that is in line with established conveyancing practice.

(b) There is nothing to prevent the parties from mutually fixing a sale price or a consideration sum to be paid to the outgoing owner for the sale or transfer without obtaining a valuation.

(c) As both parties hold the matrimonial flat as joint tenants, in line with established conveyancing practice, each party is equally liable for the outstanding housing loan. The Husband is liable to discharge his 50% share of the outstanding housing loan from the selling price or consideration sum of $200,000. The Husband's conveyancing lawyers will deduct the Husband's 50% share of the outstanding housing loan from the selling price or consideration sum of $200,000, apply the remaining balance towards the requisite CPF refund, and any shortfall of the requisite CPF refund will then have to be topped up with the Husband's own cash funds.

(d) The interpretation would be different if the Order had gone on to stipulate that the Wife shall be solely responsible for the outstanding housing loan. In the absence of such a stipulation, the established conveyancing practice, that each party is equally liable for the outstanding housing loan based on their manner of holding, must necessarily apply.

(e) It was not realistic to expect the part-share resale transaction to be completed in merely 3 months. The completion process for a part-share resale transaction typically takes approximately 4 to 5 months, although it cannot be ruled out that it may possibly be done in a shorter period.

21 In WA1 and HA, the Wife and the Husband, respectively, set out the facts that I have alluded to earlier at paragraphs 9 to 15. The Husband also exhibited, at page 226 of HA, his CPF Property Statement as at 4 March 2026, which showed that he would have to refund to his CPF accounts $150,850.04 (as at 4 March 2026), comprising a principal amount withdrawn for the

acquisition of the matrimonial flat of $134,494.20, and accrued interest of $16,355.84, if his share and interest in the matrimonial flat was sold to the Wife.

22 In addition, the Husband referred in HA to certain "without prejudice" communications exchanged between the parties' litigation lawyers from 7 January 2025 to 5 August 2025. Although the Wife's litigation lawyers objected to the Husband's reliance on the "without prejudice" communications, I decided at the hearing on 5 June 2026 that I would allow the Husband's evidence on the "without prejudice" negotiations to stand, as it may have a bearing on whether the consent orders in the Interim Judgment were unworkable *ab initio* as a result of a fundamental misunderstanding at the time the consent orders were made. As it turns out, the following matters help explain what the parties understood the sum of $200,000 mentioned in paragraph 2 of the Interim Judgment to represent:

(a) The Wife's litigation lawyers proposed, at paragraph 3(e) and (f) of their letter dated 7 January 2025, that:

(i) the Husband shall "transfer (other than by way of sale)" the Husband's rights, title and interests in the matrimonial flat to the Wife, with the Wife "making full CPF refunds to [the Husband's] CPF accounts", and the Wife shall "take over the mortgage loan" and "bear the costs of the transfer"; and

(ii) the Wife shall "pay to [the Husband] within 24 months of the date of transfer of the matrimonial flat a sum equivalent to 35% of the market valuation price at the time of transfer (to be agreed) less the purchase price and CPF refunds made".

(b) The Husband's litigation lawyers proposed, at paragraph 9 of their letter dated 10 February 2025, that:

(i) the Husband shall "sell his rights, title and interest in the matrimonial flat ... to [the Wife] by way of part-share resale [within] 6 months of the Final Judgment" upon the Wife "paying to [the Husband] the sum of 50% of the net value of the matrimonial flat (requisite CPF refunds will be from the said 50%)", the net value of the matrimonial flat being "the market value of the matrimonial flat based on a valuation obtained through an HDB-appointed valuer or a private valuer appointed jointly by the parties less the outstanding loan"; and

(ii) the Wife shall "bear the costs related to the sale".

(c) The Wife's litigation lawyers proposed, at paragraph 8 of their letter dated 18 February 2025, that:

(i) the Husband "divest his share of the matrimonial flat to [the Wife] via part-share resale at the sale price of $300,000, such transaction to be effected within 6 months of the date of Final Judgment";

(ii) this "amount of $300,000 will be used to discharge [the Husband's] half-share of the outstanding loan and to refund his CPF contributions with the balance as [the Husband's] cash proceeds"; and

(iii) the Wife shall "bear the costs of the sale and take over the mortgage loan".

(d) The Wife's litigation lawyers proposed, at paragraph 2(f) of their letter dated 25 June 2025, that:

(i) the Husband shall "transfer (other than by way of sale) his rights, title and interests in the matrimonial flat ... to [the Wife] upon [the Wife] paying to [the Husband] the sum of $146,731.36";

(ii) the Husband shall make his own CPF refunds; and

(iii) the Wife shall bear the costs of the transfer.

(e) In arriving at the figure of $146,731.36, the Wife's litigation lawyers, at paragraph 2(e) of the same letter:

(i) relied on an average ratio (derived from the ratios of the parties' direct financial contributions and indirect contributions to the pool of matrimonial assets) of 53.85% : 46.15% in the Wife's favour;

(ii) calculated the Husband's share of the pool of matrimonial assets (including the net value of the matrimonial flat) to be worth $864,660.40;

(iii) stated the value of the assets in the Husband's sole name to be $717,929.04; and

(iv) arrived at the difference of $146,731.36 to be paid by the Wife to the Husband if the matrimonial flat was transferred to the Wife, on the premise that the parties would retain all other assets in their respective sole names.

(f) The Husband's litigation lawyers proposed, at paragraph 10 of their letter dated 25 June 2026, that:

(i) the Husband shall "sell his rights, title and interest in the matrimonial flat ... to [the Wife], by way of part-share resale within 6 months of the Final Judgment, upon [the Wife] paying [the Husband] the sum of $295,000;

(ii) the Husband "shall make the requisite refunds into his CPF accounts"; and

(iii) the Wife "shall bear the costs related to the sale".

(g) At paragraphs 9, 11 and 12 of their letter dated 2 July 2025, the Husband's litigation lawyers:

(i) relied on an average ratio (derived from the ratios of the parties' direct financial contributions and indirect contributions to the pool of matrimonial assets) of 45:5% : 54:5% in the Husband's favour;

(ii) calculated the Husband's share of the pool of matrimonial assets to be worth $1,026,970.38;

(iii) stated the value of the assets in the Husband's sole name to be $726,102.63; and

(iv) arrived at the difference of "$300,867.78", and rounded this amount down to $300,000 as the amount to be paid by the Wife to the Husband for the Husband to transfer his share in the matrimonial flat to the Wife, on the premise that the parties would retain all other assets in their respective sole names.

(h) The Wife's litigation lawyers proposed, at paragraph 2(f) of their letter dated 18 July 2025, that:

(i) the Husband shall "transfer (other than by way of sale) his rights, title and interests in the matrimonial flat ... to [the Wife] upon [the Wife] paying to [the Husband] the sum of $188,887.06";

(ii) the Husband shall make his own CPF refunds; and

(iii) the Wife shall bear the costs of the transfer.

(i) In arriving at the figure of $188,887.06, the Wife's litigation lawyers, at paragraph 2(e) of the same letter:

(i) relied on an average ratio (derived from the ratios of the parties' direct financial contributions and indirect contributions to the pool of matrimonial assets) of 51.6% : 48.4% in the Wife's favour; and

(ii) calculated the Husband's share of the pool of matrimonial assets to be worth $906,816.10.

23 In WA2, the Wife objected to the Husband's reference to without prejudice negotiations to substantiate his position. The material portions of the Wife's evidence in WA2 may be summarised as follows:

(a) What was expressly agreed at the end of mediation was that the Wife would pay $200,000 to take over the Husband's share of the matrimonial flat.

(b) During mediation, there was no discussion on who would pay the outstanding loan. The discussions revolved around the sum that the

Wife would need to pay the Husband. It was eventually agreed that the Wife would buy over the Husband's share at $200,000, and the Husband will refund his own CPF contributions.

(c) The Wife claimed that her position was endorsed by the HDB. The Wife referred to a series of emails that she had sent to the HDB in March 2026, and the HDB's response on 26 March 2026. The Wife claimed that:

(i) HDB did not see any issue with paragraph 2 of the Interim Judgment, and confirmed that based on the wording of the consent order, the selling price to be indicated in the OTP was $200,000; and

(ii) HDB's interpretation of paragraph 2 of the Interim Judgment was "fatal" to the Husband's position that the Wife was responsible to pay an additional sum (above $200,000) for the Husband's share of the outstanding mortgage loan.

The parties' cases

24 I have dealt with the facts and evidence at length to explain how the parties came to take their respective positions on SUM 513 and SUM 671.

25 The parties do not dispute that there exists, in relation to the sale of real property that is encumbered by a mortgage, a conveyancing practice of allocating liability for any outstanding mortgage loan among the joint owners of the property in the proportions of their manner of holding as registered on the title of the property (the "Relevant Conveyancing Practice"). Both parties' expert witnesses confirmed the existence of the Relevant Conveyancing Practice, and TSI described it as "established conveyancing practice".

26 The Husband, assuming the correctness of applying the Relevant Conveyancing Practice to the facts of this case, sought to vary paragraph 2 of the Interim Judgment under section 112(3) or (4) of the Women's Charter 1961 (2020 Rev Ed). Given the existing case law interpreting those provisions, the Husband sought to bolster his chances of succeeding by claiming that paragraph 2 of the Interim Judgment was "unworkable". It is in this context that the Husband's litigation lawyers framed the issues to be determined by the Court as follows:

(a) whether the Interim Judgment should be varied because it is unworkable;

(b) the extent to which the Interim Judgment should be varied;

(c) whether the Interim Judgment should be set aside (because the parties were not at *consensus ad idem* when the consent order was made); and

(d) whether SUM 513 should be granted.

27 The Husband took the positions that:

(a) paragraph 2 of the Interim Judgment was unworkable because implementing that paragraph would lead to a result that was radically different from what the parties had originally agreed upon;

(b) the Interim Judgment should be varied in either of the following ways:

(i) the Court could make an additional order stipulating that the Wife is solely responsible for the outstanding mortgage of the matrimonial flat, pursuant to section 112(3) of the Women's Charter 1961; or

(ii) the Court could vary paragraph 2 of the Interim Judgment to the extent necessary to give effect to the objective of the parties' agreement, pursuant to section 112(4) of the Women's Charter 1961;

(c) paragraph 2 of the Interim Judgment could be set aside because the parties had mistakenly believed that they were *ad idem* on the issue of how the outstanding mortgage loan should be borne; and

(d) the Registrar's Empowerment Clause should only be inserted after the unworkability of paragraph 2 of the Interim Judgment had been addressed.

28 The Wife, also assuming the correctness of applying the Relevant Conveyancing Practice to the facts of this case, took the positions that:

(a) the Interim Judgment was unambiguous;

(b) there was no basis to vary paragraph 2 of the Interim Judgment; and

(c) SUM 513 should be granted, and a Registrar's Empowerment Clause should be inserted in the Interim Judgment.

29 However, despite how the parties have attempted to frame the issues, the only real issue in this case is this: If a Court Order for the division of matrimonial assets directs the sale or transfer (other than by way of sale) of one party's share of the matrimonial home to the other party, and the Court Order is

silent on how any outstanding mortgage loan on the matrimonial home is to be discharged, then how should liability for the redemption of that loan be allocated between the parties?

30 Both parties agree that the Wife is to pay the Husband $200,000 for the transfer of his share of the matrimonial flat to her, and that the Husband is to refund his CPF contributions from that payment. The only real dispute is over whether the Husband is also liable to discharge half of the outstanding mortgage loan, even though the Husband never agreed to do so, and paragraph 2 of the Interim Judgment is silent on this point. This is a matter of interpretation of paragraph 2 of the Interim Judgment.

Decision

Interpretation of paragraph 2 of the Interim Judgment

31 The Relevant Conveyancing Practice is not without basis. In a sale of real property that is encumbered by a mortgage, there is some justification for adopting a conveyancing practice that allocates liability for any outstanding mortgage loan among the joint owners of the property in the proportions of their manner of holding as registered on the title of the property. Where the net sale proceeds will be distributed among the joint owners of the property in the proportions of their manner of holding as registered on the title of the property, fairness dictates that the joint owners also contribute to the redemption of the outstanding loan in those proportions.

32 However, this does not hold true for certain cases involving a sale or transfer of real property. In the division of matrimonial assets in divorce proceedings, when the Court orders the sale or transfer (other than by way of sale) of one party's share of the matrimonial home to the other, there are no net

sale proceeds to be distributed between the parties according to the proportions of their manner of holding as registered on the title of the property. The amount that the party relinquishing a share in the matrimonial home is to receive from the party to whom that share is to be transferred is really a balancing figure, to adjust the total value of each party's assets after the divorce to reflect the proportion of the pool of matrimonial assets that each party is to receive based on the Court's assessment, under section 112(1) of the Women's Charter 1961 (2020 Rev Ed), of what is just and equitable. In this context, it makes absolutely no sense to require the parties to contribute to the redemption of the outstanding loan in the proportions of their manner of holding as registered on the title of the property. In fact, as this case illustrates, an unreasoning insistence on applying the Relevant Conveyancing Practice will only subvert the implementation of the Court Order on the division of matrimonial assets, by altering the proportions of the parties' shares of the pool of matrimonial assets that the Court has determined to be just and equitable.

33 Under section 112(1) of the Women's Charter 1961, the Court has power, when granting a judgment of divorce, to order the division between the parties of any matrimonial asset "in such proportions as the court thinks just and equitable". Thus, when a Court Order on the division of matrimonial assets is made, each party's share of the pool of matrimonial assets is crystallised. If any issue subsequently arises in relation to the implementation of the Court Order, and the Court Order is silent on how that issue is to be dealt with, an interpretation of the Court Order that preserves the parties' crystallised shares of the pool of matrimonial assets is to be preferred to an interpretation that has the effect of altering those shares.

34 It is apparent from the Wife's litigation lawyers' letters dated 25 June 2025 and 18 July 2025, and the Husband's litigation lawyers' letters dated 25

June 2025 and 2 July 2025, that the parties had negotiated the amount to be paid by the Wife to the Husband for the transfer of his share of the matrimonial flat to her in reliance on the principles applicable to the division of matrimonial assets that were laid down in *ANJ v ANK* [2015] 4 SLR 1043; [2015] SGCA 34 ("*ANJ v ANK*").

35 Therefore, when paragraphs 2 and 3 of the Interim Judgment were made by consent of both parties, the parties did in fact understand the sum of $200,000 mentioned in paragraph 2 of the Interim Judgment to represent a balancing figure, to adjust the total value of each party's assets after the divorce to reflect the proportion of the pool of the parties' matrimonial assets that each party is to receive based on the structured approach in *ANJ v ANK*. As the $200,000 represents the net amount that the parties had agreed that the Husband would receive following the division of the matrimonial assets, if the Wife is to retain the matrimonial flat, and the parties are to retain all other assets in their respective sole names, the Wife's interpretation of paragraph 2 of the Interim Judgment was clearly not sustainable. Requiring the Husband to contribute any amount towards the redemption of the outstanding mortgage loan would have the effect of reducing the Husband's share of the pool of matrimonial assets, and increasing the net value of the matrimonial flat (derived by deducting the amount of the outstanding mortgage loan from the market value of the matrimonial flat) to be retained by the Wife. This clearly undermined what the parties agreed, and what the Court decided, to be a just and equitable division of the matrimonial assets, as enshrined in paragraphs 2 and 3 of the Interim Judgment.

36 Further, as a matter of principle, after the Husband's share in the matrimonial flat is transferred to the Wife pursuant to paragraph 2 of the Interim Judgment, the Wife alone should be liable to repay any amount outstanding on

the existing mortgage loan on the matrimonial flat, as the Wife alone retains the benefit of the matrimonial flat after the transfer. The issue of redemption of the outstanding mortgage loan only arose because the parties were replacing the existing mortgage loan taken out by both parties with a new mortgage loan taken out solely by the Wife. That being the case, it is unclear why the Husband should now be liable to redeem half of the existing mortgage loan, and in effect repay in advance half of the Wife's future liability under a new mortgage loan.

37 Therefore, as a matter of interpretation, paragraph 2 of the Interim Judgment contemplates that the entire outstanding mortgage loan is to be discharged by the Wife. This is the only interpretation that would be consistent with section 112(1) of the Women's Charter 1961 and the structured approach in *ANJ v ANK*.

38 It bears repeating that the Relevant Conveyancing Practice is just a practice adopted by conveyancing lawyers, and does not have the force of law. Whether the Relevant Conveyancing Practice should be displaced in a particular case will depend on the facts of the case. However, the Relevant Conveyancing Practice cannot be relied on to defeat an apportionment of matrimonial assets that the parties have agreed to, and that the Court has endorsed as being a just and equitable distribution.

39 To be clear, my decision does not turn on whether the transfer of the Husband's share in the matrimonial flat to the Wife is characterised as a "part-share resale" or a "transfer (other than by way of sale)". While these terms are not used interchangeably, the Court does not distinguish between a "part-share resale" and a "transfer (other than by way of sale)" when deciding how the pool of matrimonial assets is to be apportioned between the parties. The different terms are used only to reflect whether the transferor receives anything, and what

the transferor receives, in return for transferring his or her share of the matrimonial home. The term "transfer (other than by way of sale)" is reserved for situations where there is no cash consideration paid to the transferor, although the transferee may refund all, a specified sum or none of the transferor's CPF contributions to the transferor's CPF accounts.

SUM 513

40 In my opinion, SUM 513 was misconceived. Section 31 of the Family Justice Act 2014 is meant to address a situation where a party who is ordered to execute a deed, sign a document or indorse an instrument "is absent, or neglects or refuses to do so". Here, the issue was never about the absence of the Husband, or his neglect or refusal to complete the conveyancing formalities required to transfer the matrimonial flat to the Wife, but about the Husband's liability to redeem half of the outstanding mortgage loan. The Husband was never ordered to redeem half of the outstanding mortgage loan. If the Wife tenders to the Registrar of the Family Justice Courts, for signing on behalf of the Husband, any document that gives the impression that the Husband is liable to redeem any part of the outstanding mortgage loan as part of the conveyancing formalities for the transfer of the Husband's share of the matrimonial flat to the Wife, that document would be fraudulent. Specifically, it would be fraudulent for the Wife to tender to the Registrar of the Family Justice Courts, for signing on behalf of the Husband, any document purporting to authorise the redemption of the outstanding mortgage loan from the $200,000 to be paid by the Wife to the Husband. The insertion of a Registrar's Empowerment Clause in the Interim Judgment was therefore of no use to the Wife.

41 That said, I noted that the Husband's litigation lawyers had indicated in their written submissions that the Husband's objection was not to the insertion

of a Registrar's Empowerment Clause *per se*, but that the "root issue" needed to be addressed first. As this decision addresses the underlying issue of who is responsible for the redemption of the outstanding mortgage loan, I saw no reason to refuse a Registrar's Empowerment Clause in this case.

SUM 671

42 In my opinion, SUM 671 was misconceived insofar as it was premised on paragraph 2 of the Interim Judgment being unworkable from the start. Paragraph 2 of the Interim Judgment was clearly workable at the time the Interim Judgment was made. Disagreements between the parties on how paragraph 2 of the Interim Judgment is to be implemented do not on their own make paragraph 2 unworkable.

43 However, it is clear from the evidence of both parties' expert witnesses that the original time frame of "3 months of the date of Final Judgment" for the transfer of the Husband's share of the matrimonial flat to the Wife is no longer workable. The Final Judgment in this case was dated 15 December 2025, so the original period for the transfer has long expired. Both parties' experts agreed that the completion process for a part-share resale transaction typically takes approximately 4 to 5 months. In the circumstances, it would be appropriate to vary paragraph 2 of the Interim Judgment to extend the time frame for the transfer to 6 months after the date of this decision, to give some leeway for unanticipated delays.

44 I also note that TSI observed that if paragraph 2 of the Interim Judgment had gone on to "stipulate that the Applicant shall be solely responsible for the outstanding housing loan", then TSI, as a conveyancing lawyer, would not have applied the Relevant Conveyancing Practice in this case. TSI's evidence made

it clear that the Relevant Conveyancing Practice can be displaced. While I did not think that TSI's interpretation of paragraph 2 of the Interim Judgment was correct, and I did not agree with her view that paragraph 2 of the Interim Judgment must contain such a stipulation in order to displace the Relevant Conveyancing Practice, to avoid any risk that conveyancing lawyers may mechanically apply the Relevant Conveyancing Practice when implementing paragraph 2 of the Interim Judgment, I decided to declare that, as a matter of interpretation, under paragraph 2 of the Interim Judgment, the Wife is solely responsible for redeeming the outstanding mortgage loan.

45 I am prepared to give both parties the benefit of the doubt that they never applied their minds to who should be responsible for redeeming the outstanding mortgage loan. However, it should have been apparent to both parties (or their litigation lawyers), from the manner in which they negotiated paragraphs 2 and 3 of the Interim Judgment, that the only logical consequence of those paragraphs would be that the Wife would be solely responsible for redeeming the outstanding mortgage loan. To that extent, I did not think it could be said that the parties were not at *consensus ad idem* when paragraphs 2 and 3 of the Interim Judgment were made. I say this to pre-empt the Wife from alleging that, as a consequence of this decision, paragraph 2 of the Interim Judgment should be set aside because the parties had mistakenly believed that they were *ad idem* on the issue of how the outstanding mortgage loan should be borne.

46 Lastly, the Husband's application to set aside the Final Judgment was misconceived. As observed by the Family Division of the High Court in *VQB v VQC* [2021] SGHCF 5 at [14] and [16]:

> (a) In a divorce case, the Final Judgment dissolves the marriage, and the status of the parties as a married couple is brought to a permanent

and unsalvageable end. Once the Final Judgment is made, the marriage is at a permanent end and cannot be reinstated.

(b) The Women's Charter 1961 makes no provision for setting aside a Final Judgment. The only conceivable exception is when the Final Judgment was obtained by fraud; but even then, it may have to be a fraud that taints the Final Judgment itself, such as a forgery of the Court Order.

47 There is nothing in this case to suggest that the Final Judgment was obtained by fraud. The Husband's application to set aside the Final Judgment must therefore be dismissed.

Costs

48 There has been much acrimony in this case, and costs were incurred (in my opinion unnecessarily), because both parties were locked into their respective positions based on advice and opinions from their respective conveyancing lawyers, litigation lawyers and expert witnesses. I think the Wife was opportunistic when presented with a suggestion that would have allowed her to increase her share of the matrimonial assets if the suggestion had any merit. However, as neither party was personally responsible for this unfortunate state of affairs, and as both parties and their legal advisers all appear to have acted under a misapprehension that the law required the Relevant Conveyancing Practice to be applied in this case, I ordered each party to bear his or her own costs for both applications.

Conclusion

49 In the circumstances, I made the following orders in relation to both SUM 513 and SUM 671:

(a) The Registrar, the Deputy Registrar or an Assistant Registrar of the Family Justice Courts is empowered under section 31 of the Family Justice Act 2014 to execute, sign and endorse any document necessary to give effect to paragraph 2 of the Interim Judgment on behalf of a party, should that party fail to do so within 7 days after a written request is made to that party to do so.

(b) Paragraph 2 of the Interim Judgment is varied to the extent that the time within which the Respondent shall sell his rights, title and interest in the matrimonial flat to the Applicant is extended to 6 months after the date of this order.

(c) To avoid doubt, it is declared that, as a matter of interpretation, under paragraph 2 of the Interim Judgment, the Applicant is solely responsible for redeeming the outstanding mortgage loan on the matrimonial flat.

(d) Except as provided above, prayers 1 and 2 of SUM 671 are dismissed.

(e) Each party is to bear his or her own costs for both SUM 513 and SUM 671.

Phang Hsiao Chung
District Judge

Mr Low Hong Quan (Ascentsia Law Corporation) for the Wife;
Ms Angelina Hing and Mr Dylan Han (Integro Law Chambers LLC) for the Husband.