IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 118

FC/D 5466/2023
HCF/DCA 38/2026

Between

YHU

… *Plaintiff*

And

YHV

… *Defendant*

JUDGMENT / GROUNDS OF DECISION

[Family Law] – [Women's Charter] – [Ancillary Matters] – [Division of Matrimonial Assets] – [TNL dicta] – [Adverse Inference] – [Rent-free occupation] – [Child Maintenance] – [Spousal Maintenance] – [Custody] – [Care and control]

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YHU
v
YHV

[2026] SGFC 118

Family Court — FC/D 5466/2023
District Judge Jason Gabriel Chiang
28 November 2025, 9 January, 6 February, 22 April and 12 May 2026 [hearing dates], 23 December 2025, 19, 23 and 27 January 2026 [written submissions]

24 August 2026

District Judge Jason Gabriel Chiang:

Introduction

1 While not all parties are able to afford legal representation and parties are fully at liberty to act in person for divorce proceedings, the assistance of good legal counsel can significantly improve the cogency of evidence presented and the soundness of arguments made. In this case, the Plaintiff Wife (the "**Wife**") and the Defendant Husband (the "**Husband**") (hereinafter referred to as the "**Parties**") were both acting in person for the ancillary matters and raised very complicated facts and allegations, and they would have been greatly assisted by competent family law counsel that are seasoned in therapeutic justice.

2 The ancillary matters in this case involved allegations of material non-disclosure for the drawing of an adverse inference, premarital assets, disputed agreements and assets, clawback for dissipation and rent-free occupation in relation to the division of matrimonial assets and further involved issues of the custody, care and control and access to children, as well as spousal and children maintenance. Such issues can become quite complex and parties need to consider the difficulties in engaging in such complicated matters without the assistance of proper legal advice in whether they feel that they could go it alone or whether they would be better positioned with the assistance of legal counsel, particularly when the asset pool is not insignificant.

Facts

The parties

3 The Parties were married in China on 5 July 2013. The Parties were originally citizens of the People's Republic of China. While the Husband subsequently took on Singapore Citizenship, the Wife remained a Singapore Permanent Resident. The Wife was in her mid-30s and the Husband was in his mid-40s. Both of them were university graduates with the Wife working in sales and the Husband being a businessman.

4 Both Parties were initially represented, but by the time they had proceeded to the hearing of Ancillary Matters, both of them had discharged their lawyers and were self-represented. The Husband had discharged his lawyers whilst parties were in the midst of mediation on 5 August 2024. The Wife discharged her lawyers on 28 June 2025, whilst parties were in the midst of interlocutory applications for disclosure and other matters.

5 While the Husband was able to converse comfortably in English, the Wife spoke primarily Mandarin and required the assistance of an interpreter when making representations to the Court.

6 The Parties have a daughter aged 12 (the "**Daughter**") and a son aged 10 (the "**Son**") as of the time of the decision (hereinafter, collectively referred to as the "**Children**").

Background to the dispute

7 The divorce was commenced by the Wife on 14 November 2023. Parties settled on grounds for divorce on an uncontested basis and interim judgment was granted on the Husband's counterclaim, that the Wife had behaved in a manner that it would be unreasonable for him to remain in the marriage, on 7 November 2024 ("**Interim Judgment**"). This was after several rounds of mediation and counselling.

8 There were separate MSS proceedings for interim maintenance where a consent order was entered into by Parties on 21 October 2025 that there would be no interim spousal maintenance for the Wife, but that the Husband would pay S$260 per month per child for a total of S$520 on 22nd of every month from 22 October 2025 with further terms for direct payments to be made by the Husband.

9 Additionally, Parties had been involved in multiple proceedings in relation to personal protection orders ("**PPOs**"):

(a) 1st PPO Proceedings in 2023, whereby after a trial of the matter, a PPO was granted to the Husband against the Wife with counselling also ordered;

(b) 2nd PPO Proceedings in early 2025, had been applied for by the Husband on behalf of the Children against Wife, but was dismissed after trial on 28 May 2025;

(c) 3rd PPO Proceedings in early 2025, had been applied for by the Wife on behalf of Children against Husband shortly after the 2nd PPO Proceedings had been filed and was also dismissed after trial on 28 May 2025;

(d) 4th PPO Proceedings commenced subsequently in April 2025 by the Wife against the Husband for herself was dismissed after trial on 5 August 2025.

10 The Husband had filed his Affidavit of Assets and Means ("**AOM**") on 4 December 2024 and the Wife filed her AOM on 5 December 2024. Parties filed multiple summons applications which were resolved before the ancillary matters hearing:

(a) the Wife applied for discovery in FC/SUM 364/2025 ("**SUM 364**") on 19 February 2025, where orders were made for disclosure by the Husband on 11 April 2025 with costs payable by the Husband ("**Disclosure ORC**");

(b) the Husband also filed a summons for discovery in FC/SUM 890/2025 ("**SUM 890**") on 7 May 2025, where no order as made on 5 out of the 6 requested disclosure, but an order was made on 28 May 2025, for the Wife to disclose bank accounts in China for a period of three (3) months around the time of the Interim Judgment;

(c) also on 7 May 2025, the Wife filed a summons for striking out portions of the Husband's AOM in FC/SUM 1002/2025 ("**SUM 1002**"), which the Husband subsequently agreed to remove portions of his AOM and an order was granted in terms on 18 June 2025;

(d) the Husband filed a summons for extension of time for the appeal of the decision in SUM 364 in FC/SUM 1211/2025 ("**SUM 1211**") on 30 May 2025, which was dismissed on 31 July 2026 after a substantive contested hearing where parties were both in person by then; and

(e) the Husband applied for discovery by way of summons in FC/SUM 1571/2025 ("**SUM 1571**") which was heard on 18 August 2025 where two (2) of the five categories (5) of documents were allowed, with no order as to costs.

11 The Wife further filed a summons application for "full asset disclosure" in FC/SUM 1825/2025 ("**SUM 1825**") on 4 August 2025. SUM 1825 was heard together with the Ancillary Matters. SUM 1825 made various requests for:

(a) full asset disclosure of all financial, investment and cryptocurrency assets and documents;

(b) payment of Costs of S$1,000 previously ordered on 11 April 2024 be paid;

(c) S$2,000 compensation for delays, distress and misconduct by the Husband; and

(d) that further orders necessary to penalize and restrain his ongoing noncompliance, including adverse inference, fines and contempt proceedings.

12 Whilst no orders were made in SUM 1825, the allegations raised were taken into account for the Ancillary Matters order, such as the issues of adverse inference. However, it is pertinent to note that in relation to non-compliance with prior court orders should have been pursued in contempt of court proceedings and "*compensation*" was not something that could be ordered in such divorce proceedings, even though costs orders could be made. This was duly informed to Parties.

13 The Wife filed her 2nd Ancillary Matters Affidavit on 7 October 2026 and the Husband filed his 2nd Ancillary Matters Affidavit on 10 October 2026.

14 At the last case conference, before the Ancillary Matters hearing, Parties had been directed to file and exchange Ancillary Matters Fact and Position Sheet ("**AMFPS**") by way of email by 14 November 2025 for a physical hearing in Chambers before me. No Written Submissions had been directed as the Parties were in person. The Husband proceeded to file his AMFPS on 4 November 2025 and the Wife filed her AMFPS on 11 November 2025.

15 The Ancillary Matters were first heard by me in Chambers for a half-day on 28 November 2025, where preliminary issues were discussed and the Wife raised a list of 20 items, which she alleged that the Husband had failed to disclose, even though a fair number of them had been ordered to be disclosed in Disclosure ORC. Parties were directed file written submissions by 2 January 2026 to account for the differences in their respective AMFPS and to provided updated information of the resale prices of the Matrimonial Home.

16 On 23 December 2025, the Wife filed an 18-paged Written Submissions and then the Husband filed his 36-paged Written Submissions later that day.

17 The matter was thus further heard for a full day hearing on 9 January 2026 on the issues of disclosure and other matters concerning division of matrimonial assets but were unable to complete the hearing of all arguments. The were also some arguments raised by the Husband in relation to contractual claims and alleged forged agreements, which parties were informed were outside the scope of matrimonial proceedings and needed to be pursued in separate civil proceedings in the proper forum. I directed Parties to address their care plans for the Children in the event that they were granted care and control of the Children and what were their proposals on access. Parties were further directed to address how they should be considered as the primary caregiver of the children to be granted sole care and control. Additionally, parties were directed to make disclosure of certain documents that both sides were in agreement to disclose. These were directed to be submitted by 20 January 2026. The Wife filed her submissions on 19 January 2025, whereas the Husband filed one set of submissions on 23 January and another set on 27 January 2026.

18 Parties were further heard for a half-day on 6 February 2026, where arguments were heard on the issues relating to the Children as well as Children and Spousal Maintenance. In this hearing, the Wife stated that she was not seeking spousal maintenance, so long as the Husband fulfills his duties to the Children and left the issue in the hands of the Court to decide. A decision hearing was initially fixed on 20 March 2026, but had to be adjourned to 22 April 2026, in light of a serious family medical emergency that I had to attend to.

19 At the hearing on 22 April 2026, the Parties were informed that while I had reached a decision in relation to the Children issues and maintenance, certain directions previously provided to parties for matters relating to division of matrimonial assets to be addressed had not been complied with. This included

issues relating to a Chinese property and a further property purchased in Hubei, China for the Husband's parents. Parties were directed to file their 1st affidavit on this by 30 April 2026 and then for their reply affidavits by 7 May 2026. Parties were allowed to exchange these affidavits by email first before filing them. On 6 May 2026, the Husband filed one (1) document containing two (2) affidavits and the Wife filed three (3) affidavits. After hearing some preliminary arguments, decision was delivered with brief reasons provided.

20 The orders made were as follows:

(a) Parties were granted joint custody of the two (2) Children,

(b) The Wife was granted sole care and control of the Children;

(c) The Husband was granted reasonable access as follows:

(i) During school term,

(A) Weekends: Friday 8.30 pm to Sunday 12 noon of unsupervised overnight access;

(B) The Husband was also granted alternating public holiday access from 9 am to 9 pm, beginning with Labour Day, 1 May 2025. Such Public Holiday access was to supersede normal weekly school term access. For the avoidance of doubt, when the holiday falls on a weekend, the relevant day for access will be the day off given in lieu of the public or school holiday. This includes, but is not limited to, Children's Day, Youth day, Teacher's day, PSLE Marking Day. Parties were at liberty to agree in writing on a trade of days beforehand, but in the event that the Husband fails to exercise his access, there would be no make-up access;

(ii) During the School Vacations, for the 1-week March/September school vacations (beginning from the weekend before till the weekend after just before school starts), the Wife would have unsupervised overnight access on Saturday at 8 am to Tuesday 8 pm. During the School Vacations, for the June and November/December school vacations as follows:

(iii) Parties were to agree on such arrangements, taking the Children's schedule into consideration. In the event that agreement is not forthcoming, the default arrangement is that in odd years, the Wife was to have the 1st half of the school vacation and in the even years, the Wife was to have the 2nd half of the school vacations.

(iv) Such school vacation access shall supersede normal school-term access.

(v) Each Party was at liberty to travel with the children during their share of the school vacation. The Party seeking to take the Children overseas must provide the other with advanced notice and a detailed itinerary at least 2 weeks (i.e. 14 days) before the date of departure from Singapore. Such notice shall be sufficient notification and shall not require the consent of the other party for such intended travel.

(vi) Parties were to discuss the arrangements with the other parent before the overseas trip. This shall supersede other forms of access save that the other parent (i.e. the parent not travelling with the Children) shall be entitled to a telephone/video call for no longer than 15 minutes each day. For the purposes of overseas travel, the Wife was to provide the Children's passports to the Husband within 48 hours of the Defendant's request for this. The Husband was to return the Children's passports to the Wife within 48 hours of having received the passports or within 48 hours from returning to Singapore after any overseas travel with the Children.

(vii) Should the Children be travelling overseas with one parent, the other parent, would be at liberty to attend at the public area outside the airport or port of departure. Parties were to correspond and agree on an arrangement.

(viii) Parties were at liberty to agree to any alternate or supplementary access in writing;

(ix) In the event that either or both of the Children or the Husband was unable to attend access for valid reasons, the Wife or the Husband (as the case may be) shall inform the other party of this within 24 hours prior notice before the intended access session. If there are urgent and unforeseen reasons, Parties shall inform the other at least 1 hour before intended access.

(x) In the event that either or both the Children are unable to attend access for valid reasons, makeup access was to be arranged between the Parties within 2 weeks of the missed access unless expressly agreed in writing between parties.

(xi) While the Children are spending time with other party, the other is entitled to a telephone/video call for no longer than 15 minutes each day.

(xii) In the event that either or both of the Children is/are ill and have been brought to see the doctor or hospitalized, the parent, or their representatives, who have brought the children for such medical intervention shall inform the other parent within 2 hours of the medical intervention by way of text message. The parent shall inform the other parent of the relevant information including but not limited to any diagnosis, prognosis, medication prescribed or MC provided when available.

(xiii) The Husband shall handover the Children's Passports to the Wife within seven (7) days of this order.

(d) Division of the matrimonial assets

(i) The Matrimonial Home was to be sold in the open market, by way of joint conduct of sale. The sale proceeds shall be distributed as follows:

(A) the reimbursement of the sums from the Wife's and Husband's Central Provident Fund ("CPF") account that had been used towards the acquisition of the Matrimonial Home and the interest accrued to the Husband's CPF account;

(B) the outstanding mortgage for the Matrimonial Home;

(C) costs and expenses of the sale of the Matrimonial Home, including any conveyancing, stamp fees, registration, administrative or legal fees (including any disbursements or other costs);

(D) the equivalent of the nett of the sale proceeds after deducting (c) above (the "Nett Sale Proceeds"), shall be apportioned between parties as follows:-

(I) 68% to the Wife taking into account the reimbursement in (A);

(II) 32% to the Husband taking into account the reimbursement in (A); and

(E) In the event that there is insufficient cash balance to satisfy the Husband's or the Wife's shares of the Nett Sale Proceeds, the CPF Board shall from the monies standing in the Husband's CPF account (Ordinary and/or Special, if allowed) as of the date of this Order, transfer the relevant sum from his or CPF account to the Wife's CPF Account (Ordinary and/or Special if allowed) or vice versa, as the case maybe;

(F) In the event that a Party's share is insufficient to fully refund his or her CPF monies paid towards the Matrimonial Home with interest accrued, there will be no requirement to pay the shortfall.

(ii) Parties shall be at liberty extend the time for transfer or sale by agreement in writing.

(iii) The orders made herein are subject to the Central Provident Fund Act (Cap. 36) (the "CPF Act") and the subsidiary legislation made thereunder. The CPF Board shall give effect to the terms of this order in accordance with the provisions of the CPF Act and the subsidiary legislation made thereunder.

(iv) The Registrar or Deputy Registrar of the Family Justice Courts under Section 31 of the Family Justice Act (Act 27 of 2014) is empowered to execute, sign, or indorse all necessary documents relating to matters contained in this order on behalf of either party should either Party fail to do so within 7 days of a written request being made to the other party.

(v) Other than provided above, by consent, each party is to retain all other assets in their respective names and shall have no future claims to them.

(e) For the Maintenance of the Children, the Husband shall pay monthly maintenance of S$1,200 for each child, i.e. the Daughter and the Son, totalling S$2,400 into the Wife's bank account by way of PayNow to the Wife's mobile number on or before the 22nd day of every month, with effect from the date of the Order.

(f) No maintenance for the Wife or the Husband.

(g) No order as to costs; and

(h) Liberty to Apply.

21 Neither the Wife nor the Husband applied to extract this Ancillary Matters Order, even though a draft copy had been provided to parties in Chambers with some corrections made and countersigned by me.

22 It bears noting that the Wife had a significant emotional response to the delivery of the decision and spent about half an hour crying and ranting about certain matters she claimed had not been taken into consideration for adverse inference. Much time was spent in trying to explain matters to the Wife and to calm her down. This was not helped by the Wife's belief that her case was strong that she expected the Court to grant her the whole of the Matrimonial Home and was thus shocked by the outcome. While I had sympathies for her worries about providing a home for her Children, I found the decision to be a fair position between parties' competing claims and the needs of the Children. Parties were informed that they were at liberty to file for an appeal if they disagreed with my decision.

23 Despite the Wife's outburst at the decision hearing, she filed no appeal. The Husband, however, being dissatisfied with my decisions filed an appeal in HCF/DCA 38/2026 on 22 May 2026 and appointed new legal representation for the appeal. In the circumstances, I provide my reasoning for my decision below.

The parties' cases & issues to be determined

24 The outstanding Ancillary Matters in this case were:

(a) Division of Matrimonial Assets, where there were specific assets disputed and allegations of a failure to provide full and frank disclosure for which an adverse inference was asked to be drawn, the exclusion of premarital assets and clawback for dissipation (claimed by the Wife) and issues of accounting for rent-free occupation of Matrimonial Home (claimed by the Husband);

(b) Spousal Maintenance for the Wife, which was initially being claimed by the Wife, but was subsequently dropped;

(c) Children Maintenance;

(d) Custody of the Children, where each Party had initially sought sole custody, and further orders including who was to hold on to the Children's passports;

(e) Care and Control of the Children, where each Party was also seeking sole care and control of the Children;

(f) Access; and

(g) Costs.

General Principles & Agreements in relation to Division of Matrimonial Assets

25 Sections 112(1) and (2) of the Women's Charter 1961 provide as follows:

> **Power of court to order division of matrimonial assets**
>
> **112.**—(1) The court has power, when granting or subsequent to the grant of a judgment of divorce, judicial separation or nullity of marriage, to order the division between the parties of any matrimonial asset or the sale of any such asset and the division between the parties of the proceeds of the sale of any such asset in such proportions as the court thinks just and equitable.
>
> (2) It is the duty of the court in deciding whether to exercise its powers under subsection (1) and, if so, in what manner, to have regard to all the circumstances of the case, including the following matters:
>
>> (a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;

> (b) any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage;
>
> (c) the needs of the children (if any) of the marriage;
>
> (d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family or any aged or infirm relative or dependant of either party;
>
> (e) any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce;
>
> (f) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;
>
> (g) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business; and
>
> (h) the matters referred to in section 114(1) so far as they are relevant.

26 In this case, Parties agreed that the ***ANJ v ANK*** [2015] 4 SLR 1043 ("***ANJ v ANK***") Structured Approach for dual income marriages was to be adopted in relation to the division of matrimonial assets. The Structured Approach as set out by the Court of Appeal in ***ANJ v ANK*** involves the Court first arriving at "*a ratio that represents each party's direct financial contributions relative to that of the other party, having regard to the amount of financial contribution each party has made towards the acquisition or improvement of the matrimonial assets*" (see ***ANJ v ANK*** at [22]. Secondly, the Court would consider parties' indirect contributions and ascribe a second ratio which represents the contributions of each party to the family's wellbeing relative to the other party. Thirdly, the Court derives an average percentage contribution for each party, at which point further adjustments may be made to account for other considerations (see ***ANJ v ANK*** at [27]).

27 Parties left it up to the Court to adopt either the global or classification methodology (see ***NK v NL* [2007] 3 SLR(R) 743** ("*NK v NL*")). Given that there were no special reasons to classify some assets into special classes, I applied the global methodology. There was also no arguments made on the applicable operative dates for determining the pool of matrimonial assets and their value (see ***BPC v BPB and another appeal* [2019] 1 SLR 608** ("*BPC v BPB*") at [25] and ***USA v USB* [2019] SGHC 5** ("*USA v USB*") at [32] to [35]). In the circumstances, the norm dates of interim judgment for the determination of pool and ancillary matters hearing for the valuation of matrimonial assets (save for monetary assets which are determined as of interim judgment), was adopted.

28 With regard to the calculation of direction financial contributions to the Matrimonial Home, Parties took no view as to whether the raw values of the monies paid or extrapolated values of the monies paid to the current market value should be used. In light of this, I used the extrapolated values for a better representation of the current value of the Matrimonial Home.

29 With regard to weightage of the direct financial contributions relative to the indirect contributions, the Wife claimed that indirect contributions should be weighted higher at 60%, whereas the Husband took the position that the norm of equal weightage should be applied. However, the Wife presented no case law to support her position. Usually, in cases where it was a short childless marriage there could be an argument that the weightage for direct financial contributions to be higher. However, placing a higher weightage on the indirect contributions to the family, would require some very exceptional reasons. As the Wife provided no such reasons to warrant weighting indirect contributions higher than direct financial contributions, I weighted both ratios equally.

Preliminary Issue: alleged signed agreements for personal loans

30 As briefly mentioned earlier, there had been allegations of signed agreements for a personal loan between the Wife and her parents and the Husband. The Wife claimed that such documents were fabricated and that she had never signed any such documents. In this regard, she had made a police report on this alleged forgery. Given that these were contractual claims, such alleged agreements, even if they were authentic, were matters that needed to be pursued separately in civil court proceedings. The agreements related to purported loans by the Husband to the Wife and her family members, who were not party to these proceedings. These purported loans were also not alleged to be monies used for the benefit of the family to be taken into account for. This issue was identified to Parties in the hearing on 9 January 2026 and not pursued further after that.

Issue 1: Disputed Assets

31 The Wife alleged that there were assets which had not been disclosed and that there were certain properties in China and other assets that needed to be accounted for that the Husband disputed. He alleged that he had provided what he could for disclosure and that he had certain limitations as he had renounced his Chinese citizenship for Singapore Citizenship and thus could not obtain certain documentation. He also claimed that the Wife's Chinese property should be a matrimonial asset, and she instead argued that it was a premarital asset and should be excluded. In the following section, I deal with the law on adverse inference and these further disputed assets.

Law on the drawing of Adverse Inference

32 The law on adverse inference was recently clarified ***UZN v UZM***. The Court of Appeal provided a succinct summary on the legal principles on the drawing of an adverse inference in Ancillary Maters proceedings at [16] to [21] of ***UZN v UZM* [2020] SGCA 109** as follows:

> ***Drawing an adverse inference for non-disclosure of matrimonial assets***
>
> 16 In the division of matrimonial assets upon divorce, the court is concerned with ensuring the just and equitable division of the material gains of the marital partnership between the spouses. "[M]arriage yields, upon its termination, a deferred community of property" (*BPC v BPB and another appeal* [2019] 1 SLR 608 ("*BPC*") at [52]). A necessary prerequisite for this endeavour is a fair assessment of the size of the pool of matrimonial assets to be divided.
>
> 17 Unlike proceedings in civil trials, the determination of the pool of matrimonial assets in family proceedings takes place in the **absence of cross-examination** (unless, exceptionally, cross-examination is specifically ordered by the court). As this court explained in *USB v USA and another appeal* [2020] SGCA 57 ("*USB*") at [46], **these procedural constraints result in the parties' duty of full and frank disclosure taking on particular significance**. Each party's discovery obligations must be strictly observed; since it is ultimately for the court to decide which of the parties' assets belong in the matrimonial pool, it is not for the parties to tailor the extent of their disclosure in accordance with their own views on what constitutes their matrimonial assets (*USB* at [58]).
>
> ***Legal principles on drawing an adverse inference in AM proceedings***
>
> 18 If a party fails to make full and frank disclosure in the AM proceedings, an adverse inference may be drawn against the party. The drawing of an adverse inference in this context has been the subject of an extensive discussion in the recent decision of this court in *BPC*. An adverse inference may be drawn where (*BPC* at [60]):
>
> > (a) there is a **substratum of evidence that establishes a prima facie case against the person against 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**.

19 In *AZZ v BAA* [2016] SGHC 44 at [107], the High Court interpreted the first criterion as referring to a *prima facie* case of *concealment* by the party against whom the inference is to be drawn. For convenience, we will refer to this spouse as "the non-disclosing party", and to the other spouse as "the other party".

20 The drawing of an adverse inference in the context of the duty to fully and frankly disclose assets enables the court to reach a fair assessment of the total pool of matrimonial assets liable to be divided in accordance with the judicial philosophy undergirding s 112 of the Women's Charter. In the context of matrimonial proceedings, 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**, particularly when the marriage was a long one. Thus, in *UYQ v UYP* [2020] 1 SLR 551 ("*UYQ*"), this court held:

> 2 … Indeed, the nature of a marriage stands in stark contrast to a cold commercial relationship, where parties generally keep a close and calculative eye on each other. Attempting to dredge up every record is futile because human memory is fallible, and also constitutes an exercise in obfuscation, when viewed against the tendency for parties to try to locate every detail in their favour in the aftermath of a marriage breakdown.
>
> …
>
> 4 In our view, it would assist the parties to find a way forward and put this painful chapter of their lives behind them by focusing on the major details as opposed to every conceivable detail under the sun. We caveat that this does not mean parties should swing to the other extreme by being remiss in submitting the relevant records. Put simply, there ought to be reasonable accounting rigour that eschews flooding the court with details that would obscure rather than illuminate. …
>
> [emphasis in original]

21 An adverse inference ought not to be easily drawn against a party unless both the criteria we have referred to above (at [18]) are satisfied. Not every shortfall in the account provided by a party would present a suitable occasion for an adverse inference to be drawn. Parties in a functioning marriage may not always keep fastidious records, and it is understandable that they may genuinely be unable to recount past transactions in the AM proceedings (see *UBM v UBN* [2017]

> 4 SLR 921 ("*UBM*") at [15]). In fact, requiring or incentivising parties to dredge up every record far into the past runs contrary to the legal exhortation in s 46(1) of the Women's Charter: spouses must not be incentivised to be calculative, nor constrained from being generous and loving while they cultivate trust during their marriage and build their joint lives together. Upon divorce, the termination of the marriage does not abruptly transform the parties into adversaries such that the past years of marriage are examined through the lens of a cold, commercial partnership. It would simply be unrealistic to ignore the fact that spouses in a marriage do not conduct themselves in the way they would with business parties. Even though divorced parties are no longer spouses, there is every reason to treat one's former spouse, and current co-parent of one's children, with respect and a measure of give-and-take.
>
> [emphasis in original in italics; emphasis added in bold]

33 The Court of Appeal further clarified when it would be appropriate for the courts to adopt the quantification or the uplift approach to give effect to the adverse inference at [27] to [35]:

> ***Legal principles on giving effect to the adverse inference***
>
> 27 … We begin with the question of how the adverse inference should be given effect to.
>
> 28 It is well-established in the jurisprudence in this area that there are **generally two approaches** the courts have used to give effect to an adverse inference against a non-disclosing party (see *BPC* ([16] supra) at [64], *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 ("*Chan Tin Sun*") at [64], *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") at [65], and *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") at [61]–[62]):
>
> > (a) First, the court may ***make a finding on the value of the undisclosed assets*** **based on the available evidence and, subject to the party dissatisfied with the value attributed showing that that value is unreasonable, include that value in the matrimonial pool for division**. We will refer to this as "the **quantification approach**".
> >
> > (b) Second, the court may **order a *higher proportion of the known assets* to be given to the other party**. We will refer to this as "the **uplift approach**".
>
> 29 The judgments of this court have made it clear that whether the court adopts the quantification approach or the

uplift approach is a matter of judgment in each individual case (see *Yeo Chong Lin* at [66] (cited in *BPC* at [66]), *Chan Tin Sun* at [65], and *NK v NL* at [64]). The court should adopt the method it considers most appropriate in achieving a just and equitable result. What is just and equitable must be seen in the light of the objective of drawing an adverse inference in this context in the first place – to counter the effects of non-disclosure of assets which diminishes the value of the matrimonial pool and thereby places those assets out of the reach of the other party for the purposes of division under s 112 of the Women's Charter as matrimonial assets (see [16] above). The **preferred approach should enable the court to most appropriately reach a just and equitable division of the true material gains of the parties' marriage**.

30 The quantification approach may be used where a specific asset (such as immovable property or a sum of money) has not been disclosed by a party, and the court finds sufficient evidence that such an asset exists and ought to have been disclosed. The court may then include into the matrimonial pool the value of the undisclosed asset if it is able to make such an assessment of its likely value.

31 The quantification approach may also be used even where the value of the undisclosed assets cannot be determined with precision. This was explained in *BPC* at [66], citing the comments made by this court in *Yeo Chong Lin* at [66]:

> It has been observed in reported decisions that the [quantification] approach … might not be appropriate where there are numerous undeclared assets, given that ascribing a specific value to these undeclared assets would involve 'unnecessary speculation': see *Chan Tin Sun* at [64], *Yeo Chong Lin* at [65] and *NK v NL* at [62]. Hence, in the circumstances, it might appear that it would be more just and equitable and more practical to adopt the [uplift] approach … . However, we consider the [quantification] approach to be appropriate here for the reasons explained in *Yeo Chong Lin* (at [66]) as follows:
>
>> … In the nature of things, whichever approach the court adopts in such a situation, it is undoubtedly to a large extent speculative; whether it decides to give a value to what it considers to be 'undisclosed assets' or to give a higher percentage of the disclosed assets to the other party. ***Either approach would translate to giving something more to the other spouse by way of a specific sum***. The very fact that the court is confronted with the problem of 'undisclosed assets' means that the position is unclear and far from certain. In the final analysis, it is for the court to decide, in the

> light of the fact-situation of each case, which approach would in its view best achieve an equitable and just result. What must be clearly recognised is that when the court makes such a determination *it is not undertaking an exercise based on arithmetic but a judgmental exercise based, in part at least, on feel.*
>
> [emphasis added in italics and bold italics]

32 The decision in *BPC* illustrates how the quantification approach can be adopted even when it is difficult to quantify the value of the undisclosed assets. In *BPC*, the only undisclosed assets which had been valued totalled only $294,461.69 and no value could easily be ascribed to the assets in respect of which the court had concluded there had been insufficient disclosure or to the sources of income that the non-disclosing party had been found to be hiding (at [65]). There were thus other undisclosed assets which were difficult to value. This court found it fair to estimate the total value of all the undisclosed assets at 10% of the value of the total matrimonial pool. This corresponded to about $3,183,578, which the court added to the pool, commenting that this was "a fair figure in the circumstances of this case where the [non-disclosing party] has proved himself capable of earning very substantial sums in a relatively short space of time and has also sought to withhold relevant financial information" (at [67]). Similarly, in *Mok Kah Hong (m.w.) v Zheng Zhuan Yao (formerly known as Tay Chuan Yao)* CA 177/2013 (13 October 2014), this court estimated that the true value of the matrimonial pool in that case should be about 40% larger than the total value of the known matrimonial assets, based on the extensive failure by one party to disclose his assets (as recounted in *Mok Kah Hong v Zheng Zhuan Yao* [2016] 3 SLR 1 at [24(c)]).

33 Thus the quantification approach may result in adding into the pool of matrimonial assets the amount assessed by the court to be the likely value of a specific undisclosed asset, or adding a sum into the pool of matrimonial assets by calculating a value based on a percentage of the total value of the pool.

34 The uplift approach, on the other hand, seeks to eliminate the effects of non-disclosure by awarding a greater share of the total pool of matrimonial assets to the other party. In *NK v NL* ([28] supra) at [55]–[56], this court found that one party had failed to make full and frank disclosure owing to a decline of some $2.7m in his cash assets in the one-year period leading up to the decree nisi. Nevertheless, the court decided to adopt the uplift approach. This was because the court accepted that some of the non-disclosing party's cash assets could have been expended in the course of the year, and there was nothing to shed light on what proportion of the decline in the cash

> assets could be attributed to the actual expenditure and what proportion was concealed or wrongfully dissipated (at [60] and [62]). In another decision, *TQU v TQT* [2020] SGCA 8 ("*TQU*"), the non-disclosing party provided no information on various overseas properties (see *TQU* at [139]). As a result, this court applied the uplift approach by adjusting the ratio for the division of the matrimonial assets by 10% in favour of the other party (TQU at [142]). The High Court has also taken the uplift approach in other cases similarly involving assets of entirely unknown value (see, eg, *VBS v VBR* [2020] SGHCF 10 at [6] and [14], *UTN v UTO* and another [2019] SGHCF 18 at [94], and *TLB v TLC* [2016] SGHCF 3 at [9] and [13]).
>
> 35 Giving effect to the drawing of an adverse inference enables the court to better reflect the true extent of the matrimonial pool (see *Lau Loon Seng v Sia Peck Eng* [1999] 2 SLR(R) 688 at [30]). This can be achieved under either the quantification approach or the uplift approach. In practice, any adjustment of the ratio for the division of the matrimonial assets under the uplift approach has an effect equivalent to adding some corresponding value of undisclosed assets to the matrimonial pool under the quantification approach (see [39] below for an illustration in respect of the present case). We suggest that **where there is a genuine doubt or dispute as to the true extent of the non-disclosure, the court should prefer a finding which results in a higher share of the matrimonial assets being awarded to the other party**. This follows from the very reason why the court is confronted with this task in the first place – the withholding of full disclosure or the concealment of assets by the non-disclosing party, which had led to the drawing of an adverse inference. On appeal, the exercise of discretion by the judge at first instance will not easily be disturbed unless the effect of the judge's decision was out of proportion to any reasonable estimate of the value of the undisclosed assets, and therefore resulted in the value of the matrimonial assets awarded to the other party being significantly different from what would have been just and equitable.
>
> [emphasis in original in italics; emphasis added in bold]

34 In this case, the Wife alleged that the Husband had failed to disclose significant assets, some of which had been previously ordered to be disclosed. On this basis, the Wife was seeking for an adverse inference to be drawn.

Disputed Asset: List of 20 matrimonial assets purportedly held by the Defendant

35 It was in the 1st hearing of the matter that I had gone through with parties their AMFPS and worked out with parties that there were 20 categories of items which the Wife had alleged that the Husband did not make full and frank disclosure on, which are addressed below.

1. Husband's 1st Bank of Shanghai Account

36 For this, the Husband claimed that this account was the same as the Alipay account (which is addressed below), which was another asset in dispute, whereas the Wife maintained that they should be two (2) separate accounts. Both of which had not been properly disclosed. In this regard, given the explanations provided, I was willing to accept the Husband's explanation that the Alipay Account was indeed linked to this 1st Bank of Shanghai Account.

37 The documentation for this and the Alipay account, the Husband claimed that he had written to the bank in China and they had failed to respond. Hence, he claimed that he had called them up and was informed that the bank balance was only RMB 4,400 (which is approximately S$835). However, the Husband could provide no documentation to verify this or to confirm the call he made with the bank to obtain such information or that they had failed to respond to his written requests. Both the Wife and the Husband listed this asset in their respective AMFPS as an asset belonging to the Husband, but it was unclear what sums were in this bank account, given the lack of documentation. In any event, it was the Husband's duty to provide documentation on this, which he failed to do so.

2. Husband's ICBC Account

38 The Husband claimed that this ICBC bank account was no longer in existence since 2022, before he moved back from China to Singapore in 2023 to 2024. In any event, the Husband claimed that there had been a low monetary amount in this account before it was closed. However, the wife provided documentation to show that there was a transaction of approximately S$21,000 paid through Alipay from a debit card that this ICBC bank account was associated with. Additionally, the Wife had obtained an order for disclosure in Disclosure ORC was made ordering disclosure of this bank account. Notwithstanding this, the Husband had not even provided any correspondence with ICBC bank on this to confirm that the bank account was closed as he had alleged. In this regard, this would be a material non-disclosure by the Husband.

3. Husband's Shanghai Pudong Development Bank Account

39 For the Husband's Shanghai Pudong Development Bank Account, the disclosure of documents relating to this had also been specifically ordered in Disclosure ORC under item 11(xiv) of the table for disclosure. Hence, there was non-compliance with this order, and consequentially this was a further material non-disclosure by the Husband.

4. Husband's 2nd Bank of Shanghai Account

40 The disclosure of the Husband's 2nd Bank of Shanghai Account had been ordered in Disclosure ORC as item 11(ix) of the disclosure table. This order was made even after some voluntary disclosure made by the Husband on 12 March 2025, which was deemed insufficient. However, on further examination of the provided documents, the account number listed for this account appeared to be a bank card number, which could be tied to the 1st Bank of Shanghai Account.

If this was the case, this should have been properly explained by the Husband in affidavit, but this was not properly addressed.

5. Husband's China Citic Bank Account

41 Similar to the prior item, for the Husband's China Citic Bank Account, this appeared to also relate to a bank card, even though an order was made for disclosure as item 11(xi) of the disclosure table in Disclosure ORC. In any event, if this was indeed a bank card instead of a bank account, it would have been linked to a bank account, which was not disclosed, and the Husband also provided no explanations on this in affidavit. This was a further material non-disclosure by the Husband.

6. Husband's Hu Bei Rural Credit Cooperatives Account

42 Disclosure was ordered under item 11(xiii) of the disclosure table of Disclosure ORC for the Husband's Hu Bei Rural Credit Cooperatives Account, but apart from a bare denial, the Husband provided no documentation to support his position. On the other hand, the Plaintiff had exhibited a picture of a card for this account under the Husband's name. This was yet a further material non-disclosure by the Husband.

7. Husband's SPD Bank Shanghai Account

43 The Husband's SPD Bank Shanghai Account was ordered to be disclosed as item 11 (xiv) of the disclosure table of Disclosure ORC. In this regard, the Husband had relied on a general statement in his disclosure compliance affidavit that he did not have this account. However, the Wife was able to provide evidence of Alipay transactions on this purported account in her Affidavit filed on 10 October 2025 Affidavit at page 43 and there was evidence

of there being an SPD Bank Debit card in the Husband's name. I found the bare denial to be insufficient to discharge the Husband's burden of providing documentation in the face of the evidence that the Wife had presented to show the existence of this account.

8. Husband's Bank of China Account

44 Disclosure was ordered for the Husband's Bank of China Account under item 11 (xv) of the disclosure table of Disclosure ORC. However, no documentation had been provided. The Husband merely relied on the general statement that he did not have this account. However, the Wife had exhibited a card under the Husband's name for this. Similar to the previous item, I found the bare denial to be insufficient to discharge the Husband's burden of providing documentation in the face of the evidence that the Wife had presented to show the existence of this account.

9. Husband's ABOCN (Xiamen) Account

45 Disclosure was also ordered for the Husband's ABOCN (Xiamen) Account under item 11 (xvii) of the disclosure table of Disclosure ORC. In this regard, the Husband merely relied on his general statement that he did not have this account. However, the Wife had exhibited a card under the Husband's name for this. Hence, I found this bare denial to be insufficient to discharge the Husband's burden of providing documentation in the face of the evidence that the Wife had presented to show the existence of this account.

10. Husband's Alipay Account

46 There was an order for the disclosure of the Husband's Alipay account under item 11 (xi) of the disclosure table of Disclosure ORC. As addressed

above, I accepted that the Alipay account was linked to Husband's mobile number. which the Husband alleged to be linked to the 1st Bank of Shanghai Account, where reference was made to this in hist AOM. However, other than the Husband's written statement in affidavit, there was no contemporaneous documentation to prove this. Given the failure to comply with Disclosure ORC, I found this to be another instance of the Husband's material non-disclosure.

11. Husband's China Merchants Securities Account

47 The Husband was ordered to disclose this under item 11 (xx) of the disclosure table in Disclosure ORC. However, for this, the Wife had relied on a photograph of an electronically written note that was purportedly on the Husband's handphone (see page 19 of the Wife's affidavit dated 6 October 2025). The Husband denied that he had authored this handphone note. Hence, as opposed to the other alleged accounts, the Wife's evidence on this was less strong. In any event, the Husband merely had a bare assertion that he did not have this account.

12. Husband's Industrial and Commercial Bank of China Account

48 Whilst this had been identified as a separate disputed item in the 1st hearing of the matter, upon examination, this appeared to be the same ICBC Account that had been previously dealt with.

13. Husband's Tian Tian Fund

49 The Wife alleged that the Husband had a Tian Tian Fund, but on further examination, it appeared that the account number for this was merely the Husband's handphone number which was attached to his Alipay account. Hence, this was not a separate disputed asset.

14. Husband's East Money Securities Account

50 Similar to the Husband's China Merchants Securities Account, the Wife had relied on a photograph of an electronically written note that was purportedly on the Husband's handphone (see page 19 of the Wife's affidavit dated 6 October 2025), which was denied by the Husband. The Wife's evidence on this was less strong. In any event, the Husband merely had a bare assertion that he did not have this account.

15. Husband's Industrial and Commercial Bank of China Account

51 Similar to the earlier item, whilst this had been identified as a separate disputed item in the 1st hearing of the matter, upon examination, this appeared to be the same ICBC Account that had been previously dealt with.

16. Husband's China merchant bank securities Niu card account for shares

52 Likewise, upon examination, this item was deemed to be the same as the Husband's China Merchants Securities Account, which was addressed above.

17. Husband's Cryptocurrency Huobi

53 The Husband was ordered to disclose his cryptocurrency Huobi account under item 11 (xiv) of the disclosure table of Disclosure ORC. In response, the Husband merely replied that he does not have any cryptocurrency assets. In this regard, I do have to note that the only evidence that the Wife had on the existence of this account was once again the Husband's purported handphone note, as such her evidence in this regard was not particularly strong.

18. Husband's Ping Ann Securities for shares

54 Similarly, the Husband was ordered to disclose his cryptocurrency Huobi account under item 11 (xviii) of the disclosure table of Disclosure ORC. In response, the Husband merely replied that he does not have this asset. In this regard, the Wife could only rely on the Husband's purported handphone note, as such her evidence in this regard was also not particularly strong.

19. Husband's Tiger Brokers Account

55 The Husband was ordered to disclose his cryptocurrency Huobi account under item 11 (xxi) of the disclosure table of Disclosure ORC. In response, the Husband merely replied that he does not have this asset. However, similar to the last few times, the Wife could only rely on the Husband's purported handphone note, as such, her evidence in this regard likewise not particularly strong.

20. Husband's 50 BTC

56 The Husband's 50 BTC (bitcoins) were ordered to be disclosed under the item 9 of the disclosure table of Disclosure ORC and was directed to be provided for the period of February 2023 to November 2024. However, the Wife only had an audio recording of the Husband purportedly saying that he had such bitcoin without any contemporaneous documentation. Hence, this was not the strongest evidence to prove that there were such bitcoin that the Husband had that he did not disclose.

Overall

57 Overall, taking all of this into consideration, given the various bank cards that the Wife was able to exhibit and the transactions she was able to show that appear to be from the Husband's various accounts, I found that the Wife

had made out a case that there was material non-disclosure of documents which should be in the Husband's possession, custody or power to produce, which he failed to do so. It was, however, unclear how significant such assets were and there was no quantifiable value for such assets.

58 Hence, I drew an adverse inference against the Husband in relation to his material non-disclosure and granted an uplift of 10%.

Alleged Premarital asset of the Wife's China Property

59 The Wife had initially not disclosed this asset specifically but did make brief mention of it in her AOM. The Wife believed that because it was purchased in her name prior to the marriage, that this did not need to be specifically disclosed. In any event, this was disclosed by the Wife subsequently, after I had explained the need for it to be disclosed, so that the Court can make a determination on whether it was or was not a premarital asset.

60 In the High Court case of ***TXW v TXX*** **[2017] 4 SLR 799; [2017] SGHCF 3** at [22] to [23], JC Debbie Ong (as Her Honour was then), held that the payment of mortgage during the course of the marriage would count towards a portion of the premarital asset being acquired after parties were married, thus that portion would be a matrimonial asset. Such payments made after the marriage would be credited to the original owning spouse that should be factored into the ***ANJ v ANK*** structured approach.

61 In this case, the Wife's position was that this property was purchased on 28 March 2013, which was a couple of months before parties married on 15 July 2013. Hence, I found that there were 4 months of payment made before the marriage, but there was thereafter further acquisition of this Chinese property during the course of the marriage.

62 The Wife alleged that RMB 11,000 was paid for the mortgage loan in the 1st six (6) months after the initial purchase and that the rest was paid off over nine (9) subsequent years and then sold off in 2022.

63 The Wife claimed that all funds for this came from her parents. On the flip side, the Husband claimed that the funds came from him as a form of dowry or "bride-price" he paid to her parents. However, neither side had any evidence to corroborate this with documentary evidence. If the monies had been paid to the Wife's parents as a form of dowry before the marriage, this would be a gift made to the Wife's parents before marriage, what they do with it is wholly up to them. If they had used such monies for the payment of the mortgage for a property in the Wife's name, that would then be a gift from them to the Wife.

64 Given the absence of documentary evidence to provide what payments had been made and how much was paid before the marriage, I was left with no other choice but to take a practical approach that given that the property was in the name of the Wife's name, that the direct financial contributions for this would be attributed to her. In this regard, without any clarity on whether the payments were frontloaded or backloaded, I could only assume that the payments were of regular amounts during the term of the mortgage and accounted for this by the amount of time spent paying the mortgage. In this case, there were four (4) months of payment before the marriage. Overall, the mortgage was paid for a period of 113 months. Hence, after the marriage, there were 109 months of payments made by the Wife. In the circumstances, I applied a ratio of 109/113 (i.e. 96.46%) of this Chinese property being art of the matrimonial assets.

65 Given the sale proceeds of RMB 430,000, at a rate of 1SGD: 0/19 RMB, the value of the Chinese Property in SGD was S$81,700. Therefore, the portion

of this property which was determined to be a matrimonial asset was S$78,807.82.

Disputed Asset: Hubei Property purchase for the Husband's Father

66 The Wife alleged that there was a property that the Husband had purchased for his family in Hubei, China, which should be added back into the matrimonial pool. Even though this was not particularly clarified by the Wife, this was on the assumption that it would be clawbacks under the *TNL* Dicta for dissipation of matrimonial assets when the divorce was imminent.

67 In this regard, in ***UZN v UZM* [2020] SGCA 109**, Justice Debbie Ong clarified on the *TNL* dicta at [62] to [68].

> ***Putative matrimonial assets not to be expended under the "TNL dicta"***
>
> 62 Apart from the drawing of an adverse inference, the values of certain assets may also be added into the pool, but not as a consequence of a lack of full and frank disclosure. One such situation is when a party has expended substantial sums when divorce is imminent. This court held in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 at [24] ("*TNL*"):
>
>> … [T]he issue is how the court should deal with **substantial sums expended by one spouse during the period**: **(a) in which divorce proceedings are imminent; or (b) after interim judgment but before the ancillaries are concluded**. We are of the view that if, during these periods, and whether by way of gift or otherwise, one spouse expends a substantial sum, **this sum must be returned to the asset pool if the other spouse is considered to have at least a putative interest in it and has not agreed, either expressly or impliedly, to the expenditure either before it was incurred or at any subsequent time**. Furthermore, this **remains the case regardless of whether:** (a) the **expenditure was a deliberate attempt to dissipate matrimonial assets**; or (b) the **expenditure was for the benefit of the children or other relatives**. The spouse who makes such a payment must be prepared to bear it personally and in full. In the absence of consent, he

> or she cannot expect the other spouse to share in it. What constitutes a substantial sum is, of course, a question of fact and we do not propose to lay down a hard and fast rule in this regard, except to emphasise that it is not intended to include daily, run-of-the-mill expenses.
>
> [emphasis added]

63 For convenience, we will refer to this as the "*TNL dicta*". Expending a large sum of money when divorce is imminent, without more, is not in itself a "wrongful dissipation" in the character of dispositions contemplated by s 132(1) of the Women's Charter, part of which provides:

> … the court shall have power on application —
>
> (i) to set aside any disposition of property, if it is satisfied that the disposition of property has been made within the preceding 3 years, with the object on the part of the person making the disposition of —
>
> …
>
> (B) depriving that person's wife, former wife, incapacitated husband or incapacitated former husband of any rights in relation to that property; …

64 The **basis for adding the sums back into the pool of matrimonial assets under the circumstances described in the *TNL dicta* is that the consent of the other party was not obtained, rather than a suspicion of concealment**. For example, a mother uses a sum of $35,000, which would have constituted part of the matrimonial pool, to pay for their child's school fees in an overseas institution. The mother's reason for withdrawing the sum is to fund their child's overseas education. If this is true, it is not a "wrongful dissipation" intended to put assets out of reach of the other party. However, if it is made without the father's consent, this withdrawal may be more appropriately dealt with when addressing how the parents should maintain their child, and the sum should be returned to the matrimonial pool in the meantime. The father may argue that he never agreed that the child should have an overseas education, which is far more expensive than a local one. Thus, his consent was not given when the mother withdrew the sum of $35,000 for this purpose at a time when divorce was imminent, and the TNL dicta would apply.

65 Although the label of "dissipation" is commonly used to describe dispositions intended to put assets out of reach of the other spouse, a dissipation falling within the *TNL dicta* is not necessarily a culpable act. It may also not involve a non-

disclosure. Instead, this category may be seen to encompass a disposition of matrimonial assets during the relevant period when one spouse has failed to obtain the other's consent, even for "innocent" reasons, as illustrated in the hypothetical example above. Adding a sum back into the pool on the basis of the *TNL dicta* does not rest on the making of an adverse inference in the way we have described at [18] above.

Dissipation or inability to account for large sums before the time divorce is imminent

66 This does not mean, however, that outflows of money or assets before divorce is imminent can never be called into question. There have been cases discussing the possibility of an adverse inference being drawn from the withdrawal of significant sums of money during the course of the marriage: see, for example, *BOR v BOS and another appeal* [2018] SGCA 78 at [107], *Koh Bee Choo v Choo Chai Huah* [2007] SGCA 21 at [31] and *Shih Ching Chia James v Swee Tuan Kay* [2002] SGCA 2 at [41]. It is important to recognise the context in which these discussions arose. **If an adverse inference had been drawn in such cases, it would have been because of the court's suspicion that the sums withdrawn had been stashed or spirited away instead of being expended in the ordinary course of the family's life**. This would give rise to a prima facie case of concealment of assets or wrongful dissipation (with the intention to put assets out of reach of the other party). However, in those cases cited, the courts declined to draw such a conclusion – not surprisingly so, as it is difficult to believe that the parties would have intended to withdraw assets for the purpose of concealing or putting them out of reach of the other spouse during a time when their marital relationship was still functioning.

67 Therefore, **before divorce is imminent, parties may use their financial resources in the various ways that functioning families would**. If there is a large sum of money withdrawn by a party in the early years of the marriage, it is usually hard to believe that there is concealment or wrongful dissipation carried out to put assets out of the reach of the other party. If, for example, a spouse has indeed used up large sums of moneys on gambling activities long before divorce became imminent, such conduct may be relevant in determining the parties' *direct and indirect contributions* under the *ANJ* structured approach, but these sums spent have not been wrongfully dissipated in the relevant sense; nor are they concealed assets, for they are no longer in existence. As such, there is no basis to add such sums back into the matrimonial pool. It would, however, be appropriate to take the "dissipation" (in the different sense of wasteful whittling away) of moneys into

> account when assessing the parties' contributions to the marriage.
>
> 68 On the other hand, if there are indeed sums expended or given away especially nearer to the time when divorce is imminent, say, on gambling activities (especially when one had not previously indulged in gambling), or purchasing a property for a third party with whom one is having an adulterous affair, it may be possible to view such acts as wrongful dissipation carried out with the intention of depleting the matrimonial pool. Whether a court finds such wrongful dissipation depends on the evidence and facts of the particular case. In such situations, the underlying reason for adding the assets back into the pool is the wrongful dissipation of assets carried out with the purpose of depleting the pool of matrimonial assets, or because of the concealment of assets (if the giving away of the assets was found to amount to a parting with the legal title, but not the beneficial interest). This is not necessarily based on an adverse inference arising out of a finding of non-disclosure; indeed, a party may fully disclose that he had given away or whittled away assets and if this is proven, there is in fact no failure to disclose one's assets and means. However, if such assertions are disputed and not proven by that party, then that party could be found to have failed to disclose the true facts and an inference may be drawn that he is in fact concealing the assets elsewhere. In the latter situation, an adverse inference arising from non-disclosure is plausible.
>
> [emphasis in original in italics; emphasis added in bold]

68 In this case, the Hubei Property was purchased by the Husband in 2020. At that point in time, it was neither Parties' case that the divorce was imminent. As such, there could be no clawback for the purported dissipation of matrimonial assets in this regard. In the course of arguments, there was a question whether there was consent or knowledge by the Wife, but in any event, before the breakdown of the marriage, the Wife had visited this property twice and was aware that the Husband had paid for it. Whilst she was upset over this, this was not the even that led to the breakdown of the marriage.

69 Whilst I could not account for this property as a matrimonial asset or apply any clawback of monies, I could give credit to the Wife in relation to this

in relation to indirect contributions as matrimonial assets, which would have been otherwise available for her immediate family, had been utilized for the care of the Husband's elderly parents.

Disputed Asset: Purported S$90,000 from the sale of warehouse goods

70 The Wife argued that goods had been left by the Husband when he returned to China in mid to late 2017, and the warehouse lease was due to expire, hence, she took steps to sell off the goods on-site purportedly at the warehouse and received S$90,000 in cash. However, no formal receipts had been retained. The Wife claimed this S$90,000 was handed over to the Husband in cash when he returned back to Singapore. Hence, there were no bank records of this. The Wife has relied on an affidavit by a friend to confirm that she had done such acts to sell off the goods on behalf of the Husband.

71 Hence, the Wife was seeking that this S$90,000 of the purported income generated be considered for her contributions to both the direct financial and indirect contributions to the family.

72 In this case, even with the corroboration by the Wife's friend under affidavit, at best, this only when towards evidence that there were certain monetary transactions made for the payment of monies from the Wife to the Husband for the sale of his good. However, there is no concrete evidence as to the quantum of said sum. Additionally, there was some dispute as to whether the sum was S$90,000 or S$70,000. In any event, for any such sum to be considered for direct financial contributions, it would need to attach to a particular asset and that there would need to be evidence of this. Given the lack of evidence, at best, this would be considered as the Wife's indirect contributions to the family to help the Husband sell off goods.

Disputed Asset: BitWise VCC and 32% Share of HK Mathison

73 The Husband had declared that he had 32% share stake in a company called Hong Kong Mathison, where he obtained a loan of S$250,000 using the Matrimonial Home as collateral and for the sale proceeds of his car of S$75,000 and some further monies, he put in S$330,000 to acquire the shares. Despite the amounts of money put into the acquisition of such shares, he claimed that they were only worth S$40,000. There was no documentation to verify that this was the actual market value of the shares. The Husband claimed that he had an offer from a friend to buy over these shares at S$40,000 and as such, he used that as the value of the shares. I was unconvinced by the Husband's arguments in this regard.

74 Given the lack of evidence of the actual value of said shares, I had to take into account the monies that were put in for acquisition of said shares to represent their value, being S$330,000.

75 Similarly for the Husband's asset of Bitwise VCC, He had obtained a loan of USD 100,000 from the company he worked for acquisition of gold assets and then further sold off the gold assets for a sum of S$136,000 to acquire this. After Interim Judgment, he independently sold this off for a sum of S$10,000, which he had determined. There was no documentation on what the actual value of the asset was. However, the sum that he sold it off at was far lower than the sums of money he put into the acquisition.

76 Given the lack of evidence of the actual value of Bitwise VCC, I had to take into account the monies that were put in for its acquisition to represent their value, being S$136,000.

Alleged Marital Agreement

77 The Husband alleged that there was a postnuptial agreement dated 15 October 2021, however, the Wife denied this and claimed that the document was forged. There were police investigations on this after the Wife made a police report, but the police decided not to pursue the matter.

78 In comparing the signature on the alleged agreement and the signatures on the affidavits of the Wife, they appeared to be significantly different and did not match, However, neither side provided any expert opinion on this. With the lack of certainty on the reliability of the document, I could not make a finding that there was a postnuptial agreement and for the terms of this alleged agreement to be enforced. This was particularly so, as the terms were skewed heavily in favour of the Husband. And given the further issues with the positions taken by the Husband, there was a question as to his credibility.

Issue 2: Rent-Free Occupation

79 In the case of ***XHG v XHH* [2025] 2 SLR 501; [2025] SGHC(A) 24**, the Court of Appeal at [95] to [106] considered the husband's appeal that the judge at first instance should have adjusted his share to account for rent-free occupation by the wife. The Court of Appeal held that the factor of one spouse's exclusive rent-free occupation of a matrimonial home in s 112(2)(*f*) of the Women's Charter 1961 was only one of eight (8) factors the court should have regard to in the exercise of its powers in dividing matrimonial assets. On the facts of that case, there was no basis to shift the average ratio of division in the husband's favour to account for that factor as:

(a) First, the moneys expended by the husband on alternative accommodation were not an appropriate proxy for the husband's requested uplift in the ratio, as s 112(2)(*f*) was focused on the benefit enjoyed by the occupying spouse. The sums that the husband spent on hotel accommodation, purchases of furnishings, and furniture could not be said to reflect, for example, the market value of what the wife gained by her sole occupation of the matrimonial home;

(b) Second, the factor in s 112(2)(*f*) had to be considered in the balance with the other factors, including that in s 112(2)(*c*) of the Women's Charter 1931 on the needs of the children of the marriage. After it became impractical for the parties to live together, it was reasonable for the wife to remain in the matrimonial home with the children as their primary caregiver. The husband was under a duty to provide for the Children's reasonable needs, which would have included their expenses for alternative accommodation if they left the matrimonial home with the wife.

Hence, considering all the relevant circumstances and bearing in mind that the power to divide assets was exercised in broad strokes based on what was just and equitable, the Court of Appeal found that there was no reason to disturb the ratio of division reached by the Judge.

80 In this case, the Husband sought to claim adjustment for the Wife's rent-free occupation of the Matrimonial Home after he had left. In this regard, while the Husband resided at the residential property where the company he worked for had used for its place of business, he purported that there was a deduction of his salary from the company to pay for his lodging there. In this case, the Husband was the only staff at this location and was the one managing the business and there was no way to corroborate this as a company practice. There was no documentation provided to support his claim.

81 More importantly, it is noted that the Wife had resided at the Matrimonial Home with the Children. Hence, it cannot be said that she had exclusive possession of the property to the exclusion of the Husband, when the property was also used for the benefit of providing a shelter for the Children. Thus, in accordance with case law, this does not count toward rent-free occupation.

82 Additionally, the Husband further ran an argument that as the Matrimonial Home was used to store the Wife's goods, which she made online sales of and thus rental of the Matrimonial Home as a commercial space of the Wife should be accounted in his favour for the rent-free occupation. However. This argument was not founded in any case law. Moreover, the fact that Wife did not pay for additional costs for the storge of her goods is not a factor for consideration, so long as it did not compromise the care of the Children. Hence, I was unconvinced by this argument.

83 However, the Husband had accounted for loans that he took out from his company to account for his accommodations and that was taken into consideration in the next section.

Issue 3: Liabilities

84 With regard to liabilities, the Husband had presented a list of items that he wanted to be taken into consideration. In this list, he had listed the mortgage as a loan to be taken into consideration. However, as this would be dealt with separately in relation to the value of the Matrimonial Home, this was not accounted for separately.

85 With regard to the other liabilities, as he had taken out loans for the acquisition of the Hong Kong Mathison shares, which he is still paying off and

had further evidence of loans taken to cover his and the Children's expenses as well as a loan for his accommodation, I was willing to take these into consideration to reduce the Husband's direct financial contributions to account for this/ The liabilities accepted are as follows:

Item	**Amount (S$)**
Citibank Family Expense Loan	7,629.00
Company Loan for HK Mathison	250,000.00
Company Loan for 1st Accommodation	38,390.00
Company Loan for 2nd Accommodation	54,215.00
Total	**350,234.00**

Issue 4: Matrimonial Home

86 I will next deal with the issues of the value of the Matrimonial Home and Parties direct financial contributions towards it.

Value of the Matrimonial Home

87 With regard to the open market value of the Matrimonial Home, in the 1st hearing on 28 November 2025, the Wife took the position that it should be valued at S$598,000 and the Husband's position was that it was valued at S$570,000. The difference between their positions is only S$28,000. I allowed parties to review the updated resale prices after this 1st hearing and to provide updated values for the Matrimonial Home for the next hearing.

88 In the 2nd Hearing on 9 January 2026, the Wife insisted that the last resale transaction for a unit in the same block of similar levels, with floor area of 110 sqm was for a sale in February 2025 for S$598,000 and provided

supporting documentation on that. The wife believed that the Matrimonial Home should be valued at this sum. The Husband updated his position by relying on a sale of a unit in a nearby block at a similar level in August 2025 with 110 sqm size was S$565,000. However, the Husband proposed taking an average of the sums as the market value of the Matrimonial Home. Given that there was nothing particularly special between the different blocks, I took an intermediate position of S$580,000 to represent the market value of the Matrimonial Home.

89 The outstanding mortgage for the Matrimonial Home was stated by the Wife to be S$176,817 as of 4 December 2024, whereas, the Husband had stated the sum to be S$177,360 as at 30 October 2024. In the hearing, Parties agreed to use the value as of 4 December 2024.

90 Hence, the net market value of Matrimonial Home was S$403,183 (i.e. S$580,000 – S$176,817).

Direct Financial Contributions to the Matrimonial Flat

91 For direct financial contributions, both parties are in agreement on the principal CPF sums paid by each of them, being that it was solely contributed by the Husband. They were however in dispute over the cash paid towards the Matrimonial Home.

92 For the Wife's alleged cash payment of S$90,000 purportedly from her sale of the Husband's goods leftover in the warehouse, which was addressed earlier, there is no evidence of this actual contribution to the acquisition of the Matrimonial Home. The Wife only had a sworn statement by her friend that she had passed some monies from the sale of goods to the Husband. There was no evidence to show that any such monies had been applied to pay off the mortgage

form the Matrimonial Home. In the circumstances, I did not take this into account.

93 Similarly for the Husband claimed that he made a cash payment of S$75,696 towards purchase price. However, no documentation was provided on this. Neither did the Husband provide any documentation on the alleged S$20,000 that he spent for the renovations of the Matrimonial Home or for S$70,000 he purportedly got for refinancing with UOB. As such, I did not factor in such bare assertions.

94 Hence, I could only take into account the documented CPF payments towards the direct financial contributions to the Matrimonial Home, and extrapolating that to the current net market value of the Matrimonial Home, this value was attributed to the Husband:

Item	**Husband (S$)**	**Wife (S$)**
CPF	83,124.55	0
Cash	-	-
Renovations	-	-
Total	83,124.55	
Percentage	100%	
Extrapolating to the Current value of S$403,183	**403,183.00**	**-**

Issue 5: Direct Financial Contributions For all Matrimonial Assets

95 On the basis of valuation of monetary assets as of Interim Judgment and non-monetary assets as of Ancillary Matters, the assets are collated as such (for a total asset pool of S$1,003,368.06):

Item	Husband (S$)	Wife (S$)
Joint Assets		
Matrimonial Flat	403,183.00	-
Husband's Assets		
CPF OA	59,380.00	-
CPF SA	65,594.00	-
CPF MA	54,892.00	-
Alipay Tian Tian Fund	4,400.00	-
Cash in Other Countries	4,964.00	-
Trust	1,906.00	-
UOB Acct	1,069.00	-
Certis Safe Box	1,000.00	-
Bitwise VCC	136,000.00	-
Hong Kong Mathison shares 32% - using the value of Sold Vehicle and Loan of 250K which the HDB was used as collateral	330,000.00	-
SRS for Husband	30,624.00	-

CDA for Daughter	2,681.00	-
CDA for Son	10,742.00	-
Wife's Assets		
CPF OA	-	37,324.00
CPF SA	-	11,281.00
CPF MA	-	15,353.00
HSBC Policy	-	6,640.84
Alipay Acct (RMB 87,830)	-	16,044.22
Moomoo Securities	-	14,279.00
Investment in Husband's Securities Acct (RMB 300K)	-	54,807.18
UOB One	-	12,630.00
China Property	-	78,807.82
Personal Total	**703,252.00**	**247,167.06**
Initial Total	**1,106,435.00**	**247,167.06**
Deducting liabilities	**-350,234.00**	
Final Total	**756,201.00**	**247,167.06**
Percentage	**75.37%**	**24.63%**

Issue 6: Indirect Financial Contributions

96 In relation to indirect contributions to the family, I took into account that the Wife appeared to be the primary caregiver of the Children, particularly as

the Father was staying separately from the Children. I also had to take into account that the Husband's work also often took him overseas for extended periods of time, leaving the care mostly to the Wife.

97 As stated earlier, I also took into account that there would have been matrimonial funds that were used for the purchase of a property in Hubei, China for the Husband's parents and that the Wife expended efforts in selling off goods left behind by the Husband.

98 On the Husband's side, he had been paying for household expenses, and he had the documented incident of the PPO where the Wife had held a knife against him.

99 Overall, both parties did contribute significantly to the family, but given the primary care was with the Wife, I found that the Wife did contribute a bit more and awarded her with 60% of the indirect contributions and the Husband with the remaining 40% of the indirect contributions to the family.

100 On equal weightage, this averages out to:

Item	**Husband**	**Wife**
DFC	75.37%	24.63%
IC	40%	60%
Initial average	57.685%	42.315%
Uplift from Adverse Inference	-10	+10
Overall	47.685%	52.315%
Broadbrush approach	48%	52%

Issue 7: Quantification of Division of Matrimonial Assets

101 Taking that average ratio for the quantification of that into the value of parties' key asset, the Matrimonial Home, it would work out to the following:

Item	Husband	Wife
Percentage	48%	52%
Amount	S$481,616.67	S$521,751.39
Personal Assets	- S$353,018.00	- S$247,167.06
Nett	S$128,598.67	S$274,584.33
% of Matrimonial Home (S$403,183)	31.90%	68.10%

102 Hence, I ordered for the Matrimonial Home to be sold, with 68.1% of the net sale proceeds to go to the Wife and 31.9% to the Husband. No arguments had been raised on any adjustment to factor in providing a roof over the children's heads, but I also find that with this share of the proceeds of the Matrimonial Home, the Wife would be able to either acquire another property or rent to provide appropriate housing for the Children.

Issue 8: Spousal Maintenance

103 With regard to spousal maintenance, the Wife took the position at the hearing on 6 February 2026, that she was not seeking spousal maintenance, so long as the Husband fulfilled his duties to the Children and left the issue in the hands of the Court to decide.

104 In the case of ***ATE v ATD and another appeal* [2016] SGCA 2**, the Court of Appeal established that it is trite law that it is not the responsibility of the husband to make a full subsidy of the wife's lifestyle and that it is incumbent

on the wife to exert reasonable efforts to secure gainful employment and to sustain her pre-breakdown lifestyle.

105 In this regard, I note that both the Wife and the Husband are working, with university-level education and should be able to support themselves. I will note that while the Wife was at the time of the decision only running a small business with fluctuating income, she had previously been working with an international bank doing sales with a take-home income of $2,884 per month which was more than the currently alleged amount of S$1,000 per month and could find a stable job that could sufficiently pay to support herself. There was also no recorded history of spousal maintenance paid by the Husband t the Wife but rather that he would pay monies for the Children maintenance and general household payments.

106 Given that spousal maintenance was meant to be supplementary to division of matrimonial assets, I did not find there to be reason to order further spousal maintenance.

Issue 9: Children Custody, Care and Control and Access

107 In relation to the custody of the Children, joint custody is the default position. In ***CX v CY* [2005] SGCA 37**, the Court held that there would need to be exceptional circumstances for sole custody orders to be made, such as where one parent physically, sexually, or emotionally abuses the child or where the relationship of the parties was such that co-operation was impossible even after the avenues of mediation and counselling had been explored, and the lack of co-operation was harmful to the child.

108 Both sides had argued that they should get sole custody of the 2 Children. However, after having explained the scope of custody and care and

control, and that custody related to the making of major decisions, such as schooling, education, religion, nationality, major medical and dental treatment and psychiatric intervention, Parties agreed in the hearings that they wanted major decisions to be made jointly. In particular, for religion, which Parties had differing views on, they were in agreement that the Children were at liberty to make their own decisions on this when they grew up. In the circumstances, I ordered joint custody to both parents.

109 The main bone of contention was that each Party was seeking sole care and control of the Children. Each of them wanted the Children to reside with them and for them to make the decisions for their day-to-day living.

110 Whilst there was a PPO ordered against the Wife in relation to a knife wielding incident where the Wife had been taken into police custody, that act had been directed against the Husband and the various PPO applications Parties had pursued in relation to the protection of the Children had all been dismissed after trial. There was also no documented safety concern for the Wife caring for the Children.

111 Additionally, as of August 2023, the Husband had moved out of the Matrimonial Home. While he attended to the Children's parent-teacher meetings by himself, the Wife claimed it was due to language issues, that as he was more fluent in English, that he could better converse with the Children's teachers, but she remained involved in the care of the Children. In any event, there was sufficient evidence that the Husband did not manage the day-to-day care of the Children, particularly at the time of the decision.

112 The current care arrangement, as explained by Parties in the hearings was that the Children resided with the Wife during the weekdays, and then

Daughter would spend weekends from Friday night to about Sunday afternoon with the Husband but then the Son would remain with the Plaintiff Wife for weekends as he did not want to go over to stay with the Husband.

113 However, the Husband has brought the Children overseas for overnight stays during winter holidays to China, Malaysia and Thailand. The Husband also travelled often even if his place of work and place of residence was one and the same.

114 Taking this into consideration, I decided to maintain the status quo and awarded care and control to the Wife with the Husband to have access to the Children. The details of this were provided above in the orders made. This included the Husband's weekend, school vacation and overseas access.

115 Consequentially, I also ordered for the Passports of the Children to be handed over by the Husband to the Wife within two (2) weeks of the order. In this regard, time was given as the Husband claimed that the Daughter's passport was with ICA for renewal and may take a while for its return.

Issue 10: Children Maintenance

116 With regard to Children maintenance, in ***TIT v TIU*** **[2016] 3 SLR 1137** at [63], the High Court emphasized that the prevailing standard for Children Maintenance must be reasonableness, having regard to all the circumstances of the case, and the best interests of the child, taking into account the financial capabilities of the parents.

117 In relation to the proportion each parent should bear for the Child, Justice Debbie Ong in ***UHA v UHB and another appeal*** **[2020] 3 SLR 666** succinctly summarized at [36] that the equal responsibility to provide for the

child may not be equal sharing of expenses and may differ based on their means and capabilities:

> 36 As to the reasonable maintenance that parents must provide, the law is clear – **both parents are equally responsible for providing for their children**, but their **precise obligations may differ depending on their means and capabilities** (see *AUA v ATZ* [2016] 4 SLR 674 at [41]). I do not find that the DJ erred in calculating the proportions of both parties' income on the evidence that was before him and relying on that to calculate their share of expenses. …

118 While both parents are equally responsible for the maintenance of the Children, this may not translate in equal financial contributions, depending on their means and capacities.

119 As of the time of the decision, parties had entered into a by-consent interim order in MSS proceedings for S$520 per month for the Children payable by the Husband to the Wife, after attending mediation. This only amounted to S$260 per Child per month, but beyond that, the Husband was also required to:

(a) pay for the said Children's existing education-related expenses, insurance premiums & medical expenses, directly to the service providers;

(b) pay 50% of the domestic helper's agency fee's, salary, medical expenses (including medical checkup), flight tickets, food (capped at $150 per month), levy and other expenses that the helper's employer is required to pay, to be reimbursed to the Wife on or before the last day of every month, via PayNow to her mobile number.

120 This appears to amount to a sum of about S$1,000 per month overall.

121 The Wife claimed that this sum was insufficient, particularly as she was only earning S$1,000 per month from her small business, which was lower than her income while working at the international bank of $2,884 per month.

122 The Husband took the position that Parties share the reasonable expenses of the Children equally. The Wife, on the other hand, claimed that the Husband should pay for the Children. She claimed that the Husband should pay 100% of the Children maintenance sums as he is a CEO of the company. The Husband had declared his earnings to be S$9,741 per month and that he would also receive a yearly directorial fee of S$4,964, which is about S$413.67 per month. So overall, that would be income of over S$10,000 per month, not taking into account any bonuses or other benefits.

123 On that basis, taking the rough financial potential of the Wife and the Husband of a combined salary of S$13,038.67 (i.e. S$2,884 + S$10,154.67), the Wife's proportion of the aggregate salary amounted to 22.1%, and the Husband's share amounted to 77.9%. Rounding off this sum to take into account that the Wife's current income is lower and she would need time to increase her income, I adjusted parties' sharing of the Children's reasonable expenses to be 20% being borne by the Wife and 80% being borne by the Husband.

124 The reasonable monthly expenses of the Children were determined to be as follows having taken into account each Party's position:

Item	**Husband (S$)**	**Wife (S$)**	**Court's Decision (S$)**
Groceries	1,000.00	600.00	800.00
School Fees	200.00	30.00	100.00
Helper's Salary	-	750.00	800.00

Helper's Expenses	-	250.00	52.92
Helper's Levy	-	60.00	60.00
Transport	0	40.00	40.00
Toys, Clothes and entertainment	100.00	300.00	200.00
Medical Insurance	-	440.00	440.00
Tuition	480.00	-	480.00
Children's share of Housing	200.00	-	200.00
Allowance	250.00	-	250.00
Medical & Dental	100.00	-	100.00
Books stationary	100.00	-	50.00
Entertainment /Going out	100.00	-	100.00
Sub-total	**2,530.00**	**2,470.00**	**2,952.92**
Each Child	**1,265.00**	**1,235.00**	**1,476.46**

125 Hence, the Husband's 80% share for the payment of each Child's reasonable expenses would be S$1,181.17. Rounding it off, that would be S$1,200 per Child per month, so that would be an aggregate sum of S$2,400 per month for the 2 Children. This would also mean that the Wife would be responsible for all the payments for the Children as the Husband would be contributing his share to the Wife and not paying for the sums directly.

Conclusion

126 As neither Party was represented by lawyers and both Parties were successful on some fronts but unsuccessful on other fronts, I made no order as to costs and directed parties to bear his or her own costs for the matter.

127 While I had sympathies for the Wife of finding ways to care for the Children given this significant upheaval, her expectation to be awarded the whole of the Matrimonial Home was not realistic. She often got emotional and was not particularly concise in presenting her case. On the other hand, the Husband who was often calmer and more organized in proceedings, did also take positions in proceedings which were questionable. An adverse inference was drawn against him as the Wife presented cogent evidence of his non-compliance with disclosure orders and this further suggested that he had undisclosed assets, which had to be taken into account.

128 Overall, while Parties tried their best to present their cases, proceedings became more complicated as Parties raised complex issues without the assistance of a lawyer to help to organize the facts and to test the legal soundness of the claims that they were making. Much time had to be spent on clarifying positions and in reviewing the documents for the allegations made. This was further complicated by documents not being in English and that additional time had to be spent on the oral submissions being translated for the benefit of the Wife. Generally, a significant amount of time was spent on the division of matrimonial assets as the information provided was fairly convoluted, and not much time was spent on the Children issues.

Jason Gabriel Chiang
District Judge

Plaintiff in person;
Defendant in person