

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 130

Maintenance Summons No 1638 of 2025

Between

YJM

... Applicant

And

YJN

... Respondent

GROUND OF DECISION

[Evidence — Adverse Inference]
[Evidence — Proof of evidence — Admissions]
[Family Law — Maintenance — Wife]
[Family Law — Maintenance — Assessment]

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YJM

v

YJN

[2026] SGFC 130

Family Court — Maintenance Summons No 1638 of 2025
Magistrate Jasmine Loo
12 May, 30 June 2026

29 September 2026

Magistrate Jasmine Loo:

1 When a party makes a factual concession or admission in cross-examination, is the court thereby bound to accept this position, regardless of the evidence? This question arose in Maintenance Summons No 1638 of 2025 (“MSS 1638”), an application for interim maintenance by a wife (the “Applicant”) against her husband (the “Respondent”). I found that the court was not so bound, and dismissed the application for interim maintenance on 30 June 2026 as I found that the Applicant had not shown that the Respondent neglected or refused to maintain her. The Applicant filed an appeal against my decision, and I set out my reasons in these grounds of decision.

2 The following documents were relied upon by the parties:

S/N	Document	Reference
1	Applicant's Bundle of Documents submitted (206 pages) on 5 January 2026	A1
2	Applicant's Form 28A - Applicant's Statement for MSS Order (22 pages) submitted on 25 February 2026	A2
3	Applicant's Translated Bundle of Documents (182 pages) dated 13 March 2026 <i>Note: All page references to A3 are made to the page numbers of the softcopy document, as the hardcopy page numbers on the top right are not in order. The court's page references may therefore differ from the page references used by the parties.</i>	A3
4	Applicant's Application Form & Supporting Documents (Marriage Certificate) submitted on 23 July 2025	A4
5	Applicant's Written Submissions (30 pages) dated 16 June 2026	AWS
6	Applicant's Bundle of Authorities (126 pages) dated 16 June 2026	ABOA
7	Respondent's Documents & Evidence Checklist (56 pages) submitted on 25 February 2026	R1
8	Respondent's Closing Submissions (23 pages) dated 16 June 2026	RWS
9	Respondent's Bundle of Authorities (50 pages) dated 16 June 2026	RBOA
10	Transcript of Hearing of MSS 1638/2025 on 12 May 2026	Transcript

Background

3 The parties were married in China on 18 January 2012, and they had been married for around 14 years.¹ At the time of the hearing, the Applicant was 56 years old and lived in China, while the Respondent was 72 years old and lived in Singapore. There were no children to the marriage.

4 The Applicant applied for interim maintenance of a sum of S\$10,000 per month, which she argued should be backdated to September 2023.² She later submitted that the maintenance should be backdated to October 2024.³ The Applicant sought maintenance of S\$10,000 on the basis that that was the sum required for the standard of living she was accustomed to. The Applicant's case was that the Respondent had, over time, reduced the sum of maintenance he provided her.

(a) The Applicant claimed that when she was living with the Respondent in Singapore on a visit pass, the Respondent would provide fully for her and they lived together in his parent's large family home. However, after she was unable to obtain permanent residency status due to the Respondent's inability to act as a guarantor for her, she returned to Shanghai.⁴

(b) The Applicant alleged that from end-2013 to September 2023,⁵ after the Applicant began living in Shanghai when her visit pass expired, the Respondent would transfer her S\$3,000 a month, *and* he would

¹ A1 at p 195, paragraph 5; R1 at p 17 paragraph 1.

² A2 at p 6; A1 at p 194 at paragraph 3.

³ AWS at paragraph 1.

⁴ A1 at pp 195–197, paragraphs 7–12.

⁵ Transcript at p 13 lines 19–21.

provide her with approximately S\$7,000 a month for shopping and holiday expenses whenever they travelled to see each other,⁶ in the form of cash and payments for overseas travel.⁷ The total spent on these transfers and expenses, “based on [their] normal living standard”, was more than S\$10,000 a month.⁸ The Applicant averred that the Respondent stopped making any in-person payments from September 2023, when the Respondent ceased travelling from Singapore to China to meet the Applicant, but he continued transferring S\$3,000 to her every month.⁹

(c) However, on the Applicant’s case, from October 2024 onwards, the Respondent reduced the amount he would transfer to the Applicant from S\$3,000 to S\$600 a month.¹⁰ The Applicant confirmed that the Respondent continued to provide S\$600 to her to date and any shortfall had been repaid.¹¹

5 The Respondent resisted the application to pay interim maintenance on the basis that he had already been providing reasonable maintenance.¹² The Respondent took a slightly different position as to how he provided maintenance to the Applicant:

⁶ AWS at paragraph 20.

⁷ A1 at p 199 paragraph 18(b).

⁸ Transcript at p 15 lines 2–11.

⁹ Transcript at p 35 line 16 to p 36 line 17.

¹⁰ Transcript at p 10 lines 20–22.

¹¹ Transcript at p 10 lines 12–22.

¹² RWS at paragraph 6(b) and 15; R1 at p 4 under “Section 3: Response to Maintenance Claim”.

(a) The Respondent denied that he gave her any allowance, cars, house or assets when the parties were first married.¹³

(b) The Respondent agreed with the Applicant that he gave her S\$3,000 every month during the COVID-19 period.¹⁴ However, he denied giving the Applicant any hard cash, and also refuted that he would provide sums of around S\$10,000 to the Applicant.¹⁵

(c) The Respondent agreed with the Applicant that at the time of the hearing, he provided her with CN¥3,000 a month, which was approximately S\$570, out of his monthly Central Provident Fund (“CPF”) payout of approximately S\$1,600.¹⁶

6 With the parties’ cases in mind, I first set out the law in relation to interim maintenance orders made in favour of spouses.

The applicable law on interim maintenance

7 Under s 69(1) of the Women’s Charter 1961 (2020 Rev Ed) (“Women’s Charter”), the court may, on due proof that a husband has neglected or refused to provide reasonable maintenance for his wife, order the husband to pay monthly sums or a lump sum for the maintenance of that wife.

8 It is well-established that interim spousal maintenance orders made under s 69 of the Women’s Charter and final spousal maintenance orders made under s 113 of the Women’s Charter serve distinct purposes and are driven by

¹³ Transcript at p 39 lines 25–32

¹⁴ Transcript at p 39 lines 25–32.

¹⁵ Transcript at p 40 lines 1–10.

¹⁶ R1 at p 17, paragraph 6.

separate forces (*XHG v XHH* [2025] 2 SLR 501 (“*XHG*”) at [65]; *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 (“*Foo Ah Yan*”) at [22]). The objective of interim spousal maintenance under s 69(1) is to “provide for the wife’s immediate needs subject to proof of neglect or refusal to maintain” whereas final spousal maintenance aims for “financial preservation”, *ie*, “to enable the former wife to continue to live at the level that she did immediately prior to the breakdown of the marriage so far as it is practicable” (*XHG* at [66], citing *Foo Ah Yan* at [13]). As explained by Professor Leong Wai Kum in *Elements of Family Law in Singapore* (Singapore: LexisNexis, 2007) at p 476 and cited in *Foo Ah Yan* at [22], interim maintenance aims “to provide ***modest*** maintenance, namely, to help [a wife] overcome her immediate financial need” [*emphasis in bold and italics added*].

9 In ordering maintenance for a wife under s 69(1) of the Women’s Charter, the court is to have regard to all the circumstances, including (a) the financial needs of the wife; (b) the wife’s income, earning capacity, property and other financial resources; (c) any physical or mental disability of the wife; (d) the age of each party to the marriage and the duration of the marriage; (e) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family; (f) the standard of living enjoyed by the wife before her husband neglected or refused to provide reasonable maintenance for her; and (g) the conduct of each of the parties to the marriage, if the conduct is such that it would in the opinion of the court be inequitable to disregard it (s 69(4) of the Women’s Charter).

10 Therefore, for the court to order the Respondent to pay interim maintenance for the Applicant, the following legal requirements must be satisfied:

(a) The Applicant must show that the Respondent has neglected or refused to provide reasonable maintenance for the Applicant. This is a threshold requirement before the court makes any maintenance order as the courts do not intervene unless there is due proof of neglect or refusal to provide reasonable maintenance (see *TCT v TCU* [2015] SGHCF 3 at [29]). To determine this, the court will first assess what constitutes the Applicant's reasonable expenses.

(b) The court must determine the appropriate quantum of maintenance to be paid, having regard to all the circumstances of the case, and other factors as listed in s 69(4) of the Women's Charter. This involves an evaluation of both (i) the quantum of "reasonable maintenance" based on the facts of the case; and (ii) taking a practical approach to assess whether the parties have reasonably provided such maintenance (see *UHA v UHB and another appeal* [2020] 3 SLR 666 ("*UHA*") at [45] and [36]).

11 The reasonableness of maintenance may be assessed in respect of the reasonableness of the expense itself, the reasonableness in communication of the expense or need and the reasonableness of the mode of provision (*UHA* at [46]–[50]). However, the court will not require applicants to reduce their living standards and to live with only bare necessities being provided for (*UNZ v UNY* [2018] SGFC 69 ("*UNZ*") at [21]).

12 In seeking to quantify a person's reasonable expenses, it is not necessary for receipts to be adduced to provide every single item of expenditure. While receipts are useful as an indication of a party's accustomed standard of living, it may also not necessarily be conclusive of what a person's reasonable expenses are. The mere fact that parties have been paying for certain items during the

marriage does not automatically render such expenses reasonable for the purposes of determining maintenance. Instead, the parties may consider drawing up a budget whereby broad categories of a person's estimated needs are identified and a corresponding reasonable sum is proposed for each category. However, the court will not be overly prescriptive in how the budgeted moneys are specifically applied to various detailed items of expenses (*WBU v WBT* [2023] SGHCF 3 (“*WBU*”) at [9]–[11]). While *WBU* pertained to child maintenance, the approach adopted is applicable to spousal maintenance by analogy.

Issues to be determined

13 With the applicable law in mind, the following issues fell to be determined in MSS 1638:

- (a) whether the Respondent has neglected or refused to provide reasonable maintenance for the Applicant, which required a determination of what the Applicant's reasonable expenses were;
- (b) if the Respondent had so neglected, what was an appropriate quantum of maintenance to be paid.

Whether the Respondent neglected or refused to provide reasonable maintenance

What are the reasonable expenses of the Applicant

The Applicant's submissions

14 The Applicant submitted that a reasonable sum of maintenance would be S\$10,000 as she enjoyed a high standard of living during the marriage, prior

to the Respondent refusing to maintain her. The Applicant set out her list of expenses in A1 pp 203–206, which I examine in Table 1 below.

The Respondent’s submissions

15 The Respondent submitted that the Applicant’s expenses were exaggerated and exceeded “modest maintenance” for her immediate financial needs. He submitted that the Applicant’s reasonable expenses were S\$1,497 a month, and set out his proposals of the Applicant’s reasonable expenses in RWS at pp 16–23.

The Court’s decision

16 Having considered the parties’ submissions and the evidence, I determined the Applicant’s reasonable monthly maintenance to be **S\$2,559**. I explain my reasons in the table below. All calculations are rounded to whole numbers when the court is determining an appropriate reasonable sum. In making my determinations, I bore in mind that interim maintenance is only intended to provide a modest sum to help the Applicant overcome her immediate financial needs. In coming to these views, I considered that the Respondent’s main source of income was his monthly payout of S\$1,629.99 from his CPF account.¹⁷

Table 1: Applicant’s Reasonable Monthly Expenses

S/N	Description	A’s Case (S\$)	R’s Case (S\$)	Court’s Decision (S\$)	Remarks
1	Rent	2,500	0	888	The Applicant was renting a house for herself and both her

¹⁷ R1 at p 8 for CPF Life payout sums of S\$1,629.99.

					parents at a monthly rent of CN¥14,000. ¹⁸ The Applicant's one-third share of the monthly rent, at CN¥4,666.67, was valued at approximately S\$888. ¹⁹
2	Utilities (Electricity / Water / Gas)	145	27	28	The Applicant's total utility bills across four months added up to a total of CN¥1,753.25. ²⁰ This was approximately CN¥438.31 a month, or S\$83.45 a month. The Applicant's one-third share was S\$27.82.
3	Conservancy, City and Waste Management Charges	40	20	20	The Applicant agreed that the conservancy charges should be divided by two as it covered the usage of two properties. ²¹ Based on this, the Applicant's one-third share was S\$6.67. Nevertheless, as the Respondent submitted that S\$20 was a reasonable sum, I found S\$20 was reasonable.

¹⁸ A3 at p 53.

¹⁹ Using the exchange rate as of 29 June 2026 at S\$1 = CN¥5.25, or S\$0.19 = CN¥1.

²⁰ A3 at p 56.

²¹ Transcript at p 19 lines 10–15.

4	Cable TV and Streaming	150	5	26	The Applicant's annual subscription for TV streaming services cost CN¥208, ²² working out to CN¥17.33 a month. The Applicant also appeared to spend CN¥118 a month on "Shanghai Mobile Company". ²³ She explained that her phone, TV cable and internet charges are included in her handphone bills. ²⁴ This total of CN¥135.33 a month is worth S\$25.70.
5	Domestic Helper: Part-Time Helper	465	155	172	The Applicant explained that the home caregiver cared for her mother (who had Alzheimer's disease), cooked two meals a day and cleaned the house. The part-time helper cooked dinner. ²⁵ The part-time helper was paid CN¥2,600 a month. ²⁶ One "Master Zheng, the Cleaner" was also sent CN¥100
6	Domestic Helper: Home Caregiver	1,930	0		

²² A3 at p 177.

²³ A3 at p 99

²⁴ Transcript at p 19 lines 16–24.

²⁵ Transcript at p 21 lines 11–29.

²⁶ A3 at p 125.

					on one occasion.²⁷ However, I was not referred to any evidence to show that the Applicant paid S\$1,930 (or the equivalent CN¥10,136) for the home caregiver.²⁸ Therefore, adding up the total of CN¥2,600 and CN¥100 for a total of CN¥2,700 a month, the Applicant's total expenses for domestic help was S\$514.08. The Applicant's one-third share was S\$171.36.
7	Food	500	85	100	The Respondent estimated the Applicant's food expenses to be S\$85 on the basis of certain receipts in A3 at pp 117–118. Considering them in totality and that the Applicant had not separately provided evidence of her regular food payments (as opposed to payments for groceries or dining out), I find a conservative estimate of S\$100 to be

²⁷ A3 at p 100.

²⁸ See RWS at paragraph 26(e), which did not provide any reference to the supporting documents for the expense of S\$1,930 for the home caregiver.

					reasonable for food. It should be noted that this category is supplemental to the categories of Groceries and Dining Out below.
8	Groceries	200	200	200	The Respondent accepted that S\$200 was a reasonable estimate for groceries. Examples of these expenses are set out in A3 at pp 72–77.
9	Dining Out	1,200	250	250	The Applicant estimated that she dined out with her parents at least twice a week. Although she estimated that each meal could cost between CN¥1,500 to CN¥2,000, ²⁹ her receipts show a more moderate expenditure of around CN¥250 to CN¥400 ³⁰ for a meal for three to four persons. Taking an average of CN¥325 per meal for three people, the Applicant’s own dining out expenses

²⁹ Transcript at p 22 lines 1–24.

³⁰ See CN¥298 for “Typhoon Shelter Star Wish Package Family Set (3 – 4 Person Set Meal)”; CN¥272 for “Yuku Live Fish Grilled Dish Kudui Three People Set Meal”; CN¥398 for “Jinmeihuaxuan 298 Premium 3-person Luxury Set Meal” (A3 at p 160); CN¥299 for “Typhoon Shelter Classic 3 – 4 Person Set Meal (A3 at p 161); CN¥238 for “Jinmeihuzxuan Selected Set for 4–5 People, with Gift” (A3 at pp 164 and 165); CN¥288 for “Baorong Fish Restaurant... Special Set Meal, recommended for 2–3 people” (A3 at p 167).

					per meal is estimated at CN¥108.33, or S\$20.63. The Respondent's estimate of S\$250 allowed the Applicant to dine out 12 times a month, which I found to be reasonable.
10	Taxi / Private Hire	100	45	45	The Applicant spent at least CN¥237.55, or approximately S\$45, on taxis in October 2025. ³¹ The Applicant did not further explain how often she took taxis or how her estimate of S\$100 was arrived at. I therefore found S\$45 to be a reasonable sum.
11	Bus / MRT	30	30	30	The Respondent accepted that S\$30 was a reasonable estimate for public transport.
12	Medical	400	40	40	The Applicant did not particularise how the sum of S\$400 was derived. She referred to invoices and medical reports from various hospitals from December 2021 (see A3 at p 95) to March 2026 (see A3 at p 90) in A3 from pp 86–96. Of these, the sums payable by the

³¹ A3 at p 102.

					Applicant (rather than her insurance) was approximately CN¥17,100, or S\$3,255.84.³² A large proportion of these expenses derived from one payment of CN¥15,080 on 13 May 2025 (A3 at p 87), which was unexplained. The Applicant indicated also that her estimate of S\$400 a month included CN¥1,600 for aesthetic treatments. I disregarded these as aesthetic treatments were not, in my view, reasonable expenses to meet the Applicant’s immediate financial needs, given the parties’ incomes and financial assets. In the round, considering that there was no evidence that on why some of the medical expenses were incurred, what treatment the Applicant required on
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³² There were errors in the dates and calculations in the original Brief Grounds issued on 30 June 2026. Specifically, the Brief Grounds found that CN¥17,100, or S\$3,255.84, averaged over four years, averaged out to a monthly sum of S\$16.95, when it should have been S\$67.83. After considering the error, these Grounds of Decision reflect my updated reasons for finding that a sum of S\$40 is a reasonable monthly budget for the Applicant’s medical expenses.

					13 May 2025 which required a payment of CN¥15,080, and what ongoing treatments the Applicant needed, applying a broad-brush approach, I was of the view that S\$40 was a reasonable sum for medical expenses on a monthly basis.
13	Dental	100	25	25	Neither party adduced evidence on dental expenses. I therefore estimated this sum to be S\$25, as submitted by the Respondent, which I found to be reasonable.
14	Personal Insurance	30	30	30	The Respondent accepted that S\$30 was a reasonable estimate for personal insurance.
15	Clothing	400	50	70	I was not referred to any evidence of such expenses, beyond the Applicant's assertion that the Respondent would pay for her shopping. I accepted the Respondent's submission that a reasonable expense for clothing and shoes was S\$70 a month, or S\$840 a year.
16	Shoes	600	20		
17	Personal Grooming	200	65	215	The Applicant relied on A3 at pp 104–108 to show her expenses of CN¥343 for a hair
18	Toiletries	300	150		

					blow-dry, CN¥880 at a hair salon Shanghai Kelepai Hair Styling Center, CN¥707.92 for 16 massages, over CN¥2,100 in skincare products and makeup bought over an unknown period of time, and CN¥88.50x2 for 30x2 contact lenses. In the round, assuming the Applicant wore contact lenses daily (CN¥177 a month), had one massage a month (CN¥44) and spent CN¥250 on skincare products a month, applying a broad brush, I estimated the Applicant’s monthly toiletries and grooming expenses to be CN¥500, which I rounded up to S\$100. The Applicant asserted at trial that her toiletries included the costs of purchasing “Jinghua” lotion, which costs CN¥1,500 a bottle and lasted two months.³³ I found that there was no evidence of such “Jinghua” lotion before this Court. In any case, it was not a reasonable
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³³ Transcript at p 25 lines 17–27.

					expense for the Applicant to spend CN¥750 on lotion a month based on the parties' incomes. Nevertheless, as the Respondent submitted that S\$215 was a reasonable total expense for personal grooming and toiletries, I allowed the Applicant's final reasonable expenses for personal grooming and toiletries to be S\$215, given the Respondent's agreement to this sum.
19	Supplements	160	50	50	The Applicant asserted that this sum was spent on calcium tablets and "Q10 items".³⁴ As evidence, she pointed to various purchases of probiotics, vitamin K2, collagen, folic acid, calcium carbonate, cold medication, magnesium sleep tablets and Swisse Coenzyme Q10 capsules, for a total of CN¥1,823.56,³⁵ or S\$347.21. On this basis, I found the Respondent's estimate of S\$50 a month, or

³⁴ Transcript at p 26 lines 5–7.

³⁵ A3 at pp 157–158.

					S\$600 a year, to be a reasonable estimate.
20	Computer and IT	160	50	50	The Applicant did not adduce evidence of her computer and IT expenses, but she submitted that she changed her iPhone every two years. ³⁶ However, her monthly estimate of S\$160 added up to S\$3,840 every two years, which far exceeded the price of one iPhone. I found the Respondent's estimate of S\$1,200 every two years was more reasonable.
21	Maintenance and Insurance Payments for Parents and Gifts for Relatives	550	0	0	I agreed with the Respondent that he could not be expected to maintain or provide for the Applicant's parents, relatives or friends. The Women's Charter only envisioned that the Respondent provide maintenance for his wife, and not her family.
22	Entertainment (Movies, etc)	100	50	250	On the basis that the court does not expect an applicant to live only on the bare necessities (<i>UNZ</i> at
23	Hobbies (Musicals, Plays)	200	50		

³⁶ Transcript at p 26 lines 10–21.

24	Sports	320	0		[21]), I allowed some recreational expenses to be included as reasonable expenses. The Applicant submitted that she would watch one movie a week for CN¥100, visit art galleries or photo exhibitions, or spend between CN¥400 to CN¥3,000 on musical tickets once every one or two months.³⁷ She adduced evidence of four concert and play tickets in 2023 and 2024.³⁸ The Applicant also purchased musical instruments, such as a piano, mixer, and piano desk in 2021, a phone stabilizer in 2023 and a speaker in 2024.³⁹ A total of CN¥12,539 was spent on these equipment over the four years, working out to an average of CN¥261.23 (or S\$49.74) a month. These appear to be <i>ad hoc</i> rather than regular expenses. The Applicant also adduced evidence that she spent CN¥16,480 a year on her gym membership,⁴⁰ equivalent to S\$261 a
25	Outings	100	0		

					month. The Applicant confirmed that she could find a more affordable gym but it would be further from her house, requiring additional transportation fees.⁴¹ In the round, considering all of the Applicant's recreational expenses, I take the view that S\$250 a month was a reasonable sum given the parties' standard of living and financial resources. The Applicant may choose to budget the sum of S\$250 according to her priorities. This sum also covered the Applicant's expenses for maintaining musical equipment, as referenced at S/N 30 below.
26	Travel	1,200	0	0	Jewellery and travelling are luxuries that are not commensurate with the parties' income and financial resources. Interim maintenance is only intended to address a spouse's <i>immediate</i> financial needs. I therefore did
27	Jewellery	200	0	0	

⁴¹ Transcript at p 28 lines 1–14.

					not consider such expenses to be reasonable.
28	Renovation and Maintenance Fees	300	0	20	The Applicant averred that she had to renovate her house and her father's house every ten years, which cost CN¥200,000 to CN¥300,000 each time. Her most recent renovation was in 2024.⁴² The Applicant referred to what appeared to be renovation payments in A3 at p 63 to "Decoration Company (Yizhai) Jiayong REN" for "renovation payment". The Respondent did not appear to dispute that the Applicant renovated her house, but he merely suggested that the Applicant would not incur this expense anytime soon, as the next renovation would be 10 years after 2024.⁴³ I agreed with the Respondent, in that interim maintenance is intended to address a

⁴² Transcript at p 31 lines 12–26.

⁴³ RWS at page 23, S/N 28.

					spouse’s immediate needs, and renovation fees do not appear to be an immediate need. Nonetheless, adopting a broad-brush approach, I would consider S\$20 a month to be a reasonable sum for any upkeep of the Applicant’s own property.
29	Regular Electronic and Household Items Replacement	150	50	50	The Applicant pointed to expenditures on various household items, such as lighting installation for CN¥210 and CN¥600, door repair for CN¥250, the installation and repair of an air-conditioning unit for CN¥530, the installation of door locks and circuits, a smart toilet and a pipeline,⁴⁴ amounting to a total of around CN¥11,000. Although the expenses relied on by the Applicant appeared to be <i>ad hoc</i> expenses, I accepted that regular household items must be replaced and this would be a reasonable expense. As such, I found that

⁴⁴ A3 at pp 59– 61, 68–71.

					Respondent's estimate of S\$50 a month, or S\$600 a year, to be reasonable.
30	Expenses relating to Musical Equipment Maintenance	150	50	0	This was accounted for in the sum budgeted for the Applicant's recreational expenses, including her purchases of musical instruments, at S/N 22 to 24 above.
Total		12,880	1497	2559	

17 In my view, this estimate of the Applicant's reasonable expenses as S\$2,559 was also consistent with her own position that she was able to survive on the allowance of S\$3,000 a month from the Respondent from 2013 to September 2023. While the Applicant argued that the allowance of S\$3,000 only provided her with basic living support, I bore in mind that this application for interim maintenance was only to provide for the Applicant's necessities.

Whether the Respondent has neglected or refused to pay reasonable maintenance

18 Having determined that the Applicant's reasonable expenses were S\$2,559, the next question was whether the Respondent had neglected or refused to provide reasonable maintenance to the Applicant to meet her immediate financial needs, having regard to the Applicant's income, property and other financial resources.

Preliminary point: The effect of the Respondent's admissions

19 As a preliminary point, the Applicant relied heavily on the Respondent's concession at trial that CN¥3,000 "shouldn't be" enough for the Applicant to

establish that the maintenance provided to the Applicant was inadequate. I reproduce the transcript of this exchange between the Applicant's counsel and the Respondent during cross-examination in full below:⁴⁵

AC: And is it your position that 3,000 Renminbi is enough for your wife?

R: That's all I can give.

AC: No, Mr [Respondent]. My question is: Is it your position that 3,000 Renminbi is enough for your wife?

R: I don't know how much she spends. So, from my observation, it shouldn't be enough, I would say.

AC: Okay. Thank you, Mr [Respondent]. So, you agree that it shouldn't be enough?

R: From the way I look at it, it shouldn't be, but---

AC: Yes, I understand. But "It shouldn't be"?

R: Yah.

I will refer to this exchange as the "First Admission".

20 The issue was also put to the Respondent on the stand under cross-examination, which I reproduce below:⁴⁶

AC: I put it to you that a sum of 3,000 Renminbi per month is wholly inadequate as maintenance for your wife, given the standard of living and her reasonable needs. Agree or disagree?

R: Can you repeat again?

AC: I put it to you that a sum of 3,000 Renminbi per month is wholly inadequate as maintenance for your wife, having regard to her standard of living during the marriage and her reasonable needs. Agree or disagree?

R: (No audible answer)

AC: Mr [Respondent], agree or disagree?

Court: Mr [Respondent], please answer the question.

⁴⁵ Transcript at p 41 lines 20 to 29.

⁴⁶ Transcript at p 70 lines 5–21.

R: Can you---wait, can you repeat again?

AC: I put it to you that the sum of 3,000 Renminbi per month is wholly inadequate as maintenance for your wife, having regard to the standard of living during the marriage and her reasonable needs. Do you agree or disagree?

R: I agree, yah, that is---it is enough.

AC: No, I say, “wholly inadequate”.

R: Yah, it’s inadequate.

I will refer to this exchange as the “Second Admission”.

21 It may be argued that the Respondent’s First and Second Admissions constituted admissions, *ie*, “a statement, oral or documentary, which suggests any inference as to any fact in issue or relevant fact” “made by a party to the proceeding” (s 17(1) read with s 18(1) of the Evidence Act 1893 (2020 Rev Ed) (“Evidence Act”). In my view, the Respondent’s statements were admissions as they suggested the inference that he had failed to provide adequate maintenance for the Applicant. This went towards proving the element of neglect, which was a fact in issue. However, in my view, the Respondent’s admissions were not conclusive of the matter.

22 Section 31 of the Evidence Act provides that “[a]dmissions are not conclusive proof of the matters admitted, but they may operate as estoppels under the provisions in [the Evidence Act]”. This was considered by Justice Belinda Ang Saw Ean (as she then was) in *Qingdao Bohai Construction Group Co, Ltd and others v Goh Teck Beng and another* [2016] 4 SLR 977 (“*Qingdao*”), where the issue was whether a defendant had admitted to publishing a defamatory article. The defendant had, in a recorded conversation during an unannounced visit by the plaintiffs’ representatives, said that he had consented to an article being posted in his name. The plaintiffs relied on this

admission to argue that the element of publication had been made out (at [77]–[79]).

23 In coming to her decision, Justice Ang cited Jeffrey Pinsler, *Evidence and the Litigation Process* (LexisNexis, 5th Ed, 2015) (“*Pinsler*”) at paragraph 5.100 with approval for the proposition that the weight of an admission was a matter for the determination of the court, and was dependent on all the circumstances of a case (*Qingdao* at [82]):

82 Admissions are not conclusive proof although estoppels may be raised (s 31 of EA). *Pinsler* (at para 5.100) notes on s 31 that:

The point here is that the party in a civil case or the accused in a criminal case is free to dispute the validity of the matters stated. The party in a civil case might allege that he was mistaken or that the facts are untrue. The accused might deny the truth of some of the details which he stated. *The weight of an admission is a matter for the determination of the court and is dependent on all the circumstances of the case.* [emphasis added]

24 Justice Ang held that the alleged admission must be clear and not ambiguous if they are to be used against their maker (*Qingdao* at [87]):

87 As stated at [79], the question of whether or not the alleged admission is ambiguous is an important consideration. Admissions must be clear if they are to be used against the person making them (Sudipto Sarkar & V R Manohar, *Sarkar’s Law of Evidence in India, Pakistan, Bangladesh, Burma & Ceylon* (Wadhwa and Company Nagpur, 16th Ed, 2007) (“*Sarkar*”) at p 422). In order to constitute an admission in law, the statement should be *ex facie* unequivocal and categorical and not vague (*Sarkar* at p 425).

25 Justice Ang took the view that the admissions made by the defendant were ambiguous because it was equivocal about his role and the subject matter of the alleged admission, and she therefore found that no admission that the defendants had posted the defamatory articles on the Internet had been made (*Qingdao* at [85]–[97]).

26 Other factors to consider in determining the weight to be accorded to an admission or answer given under examination, other than the circumstances of its making and the ambiguity of the statement made, are also its consistency with the totality of the objective evidence, the demeanour and credibility of the witness (see *Guy Carpenter & Co Pte Ltd v Choi Okmi and others* [2026] 4 SLR 358 at [29]), and whether the maker of the statement subsequently sought to recant their concessions (for an example where the court rejected a witness's subsequent attempt to recant her concessions under cross-examination, see *Rita Kishinchand Bhojwani v HVS Properties Pte Ltd and others* [2025] SGHC 80 at [36]–[59] and [132]–[137]).⁴⁷

27 I turn to consider the admissions made by the Respondent in this case. Having considered the wording and context of the statements made by the Respondent, I was not of the view that it conclusively determined the threshold question of whether the Respondent had neglected or failed to provide reasonable maintenance to the Applicant.

(a) Read in context, the Respondent's First Admission was that CN¥3,000 "shouldn't be" enough, given his observation of "how much [the Applicant] spends". A more accurate interpretation, in my view, was that the Respondent was assessing that CN¥3,000 was inadequate to provide for the Applicant's *actual* spending habits, rather than her *reasonable* expenditures. This ambiguity prevented me from giving the First Admission substantial weight.

⁴⁷

In *Rita Kishinchand Bhojwani v HVS Properties Pte Ltd and others* [2025] SGHC 80, Judicial Commissioner Christopher Tan (as he then was) declined to discount the material concessions made by the witness on the stand as she provided no credible explanation for her abrupt recantation, her recantations appeared to be tactical and after she had impermissibly discussed with her counsel about the implications of her concessions and her credibility was suspect. As I gave little weight to the Respondent's admissions, the issue of recanting was not a material one and I do not address it further.

(b) The Respondent's Second Admission was in response to the Applicant's lawyer's question of whether the Respondent agreed or disagreed that CN¥3,000 was wholly inadequate as maintenance for the Applicant. The Respondent's first response was silence. His second response was "I agree, yah, that is---it is enough", which was internally contradictory, as he both agreed that CN¥3,000 was inadequate and then said it was enough. His third response was that "Yah, it's inadequate". In my view, while the Respondent's third answer was a clear admission, it was not conclusive proof of the matters submitted under s 31 of the Evidence Act.

(c) In any case, even if it was accepted that the Respondent had conceded that CN¥3,000 was wholly inadequate as maintenance for the Applicant, this nonetheless did not account for the Wife's own financial resources, which are a necessary component of the court's determination of reasonable maintenance: see s 69(4)(b) of the Women's Charter.

28 Ultimately, the question of the quantum of the Applicant's reasonable expenses, and whether the Respondent's provided sum of maintenance was sufficient to satisfy her reasonable expenses, were issues which the court had to ascertain with reference to the evidence. An admission, made outside of court or under cross-examination in court, is only one factor forming part of the evidential record. Even if I had accepted the Respondent's admissions at face value, the court would nonetheless have to undertake the judicial exercise of determining the Applicant's reasonable expenses and what the shortfall was in order to make a maintenance order.

29 For the reasons above, I was not of the view that the Respondent's admission under cross-examination at trial conclusively established that the

Respondent had neglected or refused to provide reasonable maintenance for the Applicant.

The parties' submissions

30 Having found that the Respondent's admissions were not determinative, I turn to consider the parties' submissions on whether the Respondent had neglected or refused to maintain the Applicant.

31 The Respondent submitted that he provided for the Applicant by transferring her CN¥3,000 a month, which was approximately S\$570.⁴⁸ The Applicant's case was that the Respondent provided her with approximately S\$600 a month, which was insufficient for her needs.

The Court's decision on whether there was neglect or refusal to provide maintenance

32 Having considered the evidence, I found that the Respondent had **not** neglected or refused to provide reasonable maintenance for the Applicant.

33 It was undisputed that the Applicant (at the time of the hearing) received CN¥7,600 from renting out her property⁴⁹ and CN¥2,947.90 from her pension.⁵⁰ This total of CN¥10,547.90 was, as of June 2026, equivalent to approximately S\$2,008. Where this sum of S\$2,008 was added to the Respondent's provided allowance of S\$570, the Applicant received a total of S\$2,578 to spend on her living expenses every month.

⁴⁸ R1 at p 17, paragraph 6.

⁴⁹ Transcript at p 18 lines 5–6.

⁵⁰ A3 at p 7; see also AWS at paragraph 25(c).

34 For the avoidance of doubt, the sum of CN¥10,547.90 was not inclusive of any rental income derived from the Applicant's parents' property or the pensions of the Applicant's parents.⁵¹

35 The sum of S\$2,578 which the Applicant received every month, consisting of her rental income, pension and the Respondent's allowance, *exceeded* her reasonable expenses of S\$2,559 a month. Therefore, the Applicant had not succeeded in establishing that the Respondent neglected or refused to provide reasonable maintenance for the Applicant. Accordingly, the threshold requirement for the court to make an interim maintenance order under s 69(1) of the Women's Charter was not met. As such, I was unable to exercise the Court's power to make an interim maintenance order and **dismissed** the application accordingly. It was therefore unnecessary for me to examine the further questions of the Respondent's financial ability to satisfy the obligations of any maintenance order made, but I address this below for completeness.

Obiter observations arising from the trial

36 Although I found that the threshold requirement for the Court's power to make an interim maintenance order had not been yet and dismissed MSS 1638, I make a few additional observations for completeness.

Drawing an adverse inference relating to the Respondent's financial assets

37 A central thread running through the trial of MSS 1638 was whether the Respondent had hidden assets which would have enabled him to maintain the Applicant at a high standard of living, allegedly deriving from his wealthy

⁵¹ AWS at paragraph 25(a).

family. For reasons which I set out below, I was not of the view that these allegations were made out.

The parties' submissions on the drawing of an adverse inference

38 The Applicant submitted that the Respondent had failed to disclose financial assets available to him, on top of the monthly payouts of S\$1,629.99 from his CPF account, which were undisputed.⁵² She therefore argued that an adverse inference should be drawn against the Respondent *per UZN v UZM* [2021] 1 SLR 426 (“*UZN*”) at [18], as there was a substratum of evidence establishing a *prima facie* case of concealment and the respondent had particular access to the information he was said to be hiding.⁵³

39 I first address the issue of the legal framing of the Applicant’s arguments. An adverse inference under *UZN* is made in the context of a party failing to make full and frank disclosure in *ancillary matters proceedings* (*UZN* at [18]). It may be drawn where there is a substratum of evidence establishing a *prima facie* case of concealment and where the respondent has access to the information that they are said to be concealing. The drawing of an adverse inference is to enable the court to reach a fair assessment of the total pool of matrimonial assets liable to be divided in divorce proceedings under s 112 of the Women’s Charter (at [20]). It may be given effect in one of two ways: (a) the court may make a finding on the value of the undisclosed assets and include the value in the matrimonial pool for division, or (b) the court may order a higher proportion of the known assets to be given to the other party (at [28]). However, the court’s power to make orders on the division of matrimonial assets under s 112 of the Women’s Charter is only engaged “when granting or subsequent to

⁵² AWS at paragraph 28; R1 at p 8 for CPF Life payout sum of S\$1,629.99.

⁵³ AWS at paragraph 30.

the grant of a judgment of divorce, judicial separation or nullity of marriage” (s 112 of the Women’s Charter). No such grant or judgment was made in these maintenance proceedings in MSS 1638. Therefore, the form of an adverse inference as described in *UZN*, and the two remedies arising from the drawing of an adverse inference under *UZN*, were not applicable in these proceedings.

40 Instead, the Applicant’s argument on adverse inference appeared to be better characterised as an argument on the drawing of an adverse inference in the civil context, *ie*, under illustration (g) of s 116 of the Evidence Act, which provides:

Court may presume existence of certain fact

116. The court may presume the existence of any fact which it thinks likely to have happened, regard being had to the common course of natural events, human conduct, and public and private business, in their relation to the facts of the particular case.

Illustrations

The court may presume —

...

(g) that evidence which could be and is not produced would if produced be unfavourable to the person who withholds it...

But the court is also to have regard to such facts as the following in considering whether such maxims do or do not apply to the particular case before it:

...

as to illustration (g)—an individual refuses to produce a document which would bear on a contract of small importance on which the individual is sued, but which might also injure the feeling and reputation of his or her family...

41 I thus characterised the Applicant’s “adverse inference” argument as this: the court should presume that the Respondent had hidden assets and financial resources, because he could have and did not produce evidence to

show that he did not have financial resources, and he withheld such evidence because it would have been unfavourable to him if produced.

42 However, before an adverse inference could be drawn, there had to be some evidence which was adduced by the party seeking to draw the adverse inference on the issue in question, and if a reasonable and credible explanation is given (even if not wholly satisfactory), the potentially detrimental effect of the absent evidence could be reduced or annulled (*Sudha Natrajan v The Bank of East Asia Ltd* [2017] 1 SLR 141 at [20], cited in *Lo Yew Seng v Astrawati Aluwi* [2026] SGHC(A) 18 (“*Lo Yew Seng*”) at [49]).

43 Alternatively, the Applicant’s argument could also be that the court should make a finding of fact (rather than an adverse inference under illustration (g), which is a *presumption* of fact), based on the evidence, that the Respondent had hidden assets. If this was the argument advanced by the Applicant, the burden she would have had to satisfy was that on the balance of probabilities, the Respondent had hidden assets. In any case, the Appellate Division of the High Court has observed that the drawing of adverse inferences is simply one aspect of the fact-finding exercise (*Lo Yew Seng* at [48]):

The drawing of adverse inferences is simply another facet of the exercise of finding the facts. The difference with drawing inferences from primary facts is that the trial judge is drawing inferences from the absence of certain evidence that could have been adduced in court. In so doing, the judge is simply doing something entirely commonsensical by determining that certain available evidence was not produced by a witness or a party because that evidence, if brought to court, would make it less likely for the court to accept the version of events that the witness or party wishes the court to accept. That process of reasoning is described as the drawing of adverse inferences.

44 The Applicant relied on five indicia to suggest that the Respondent had hidden financial resources: (a) an alleged sum of S\$2 million that was held in a

bank account on trust for him; (b) the Respondent's expenses exceeding his allegedly limited means; (c) the Respondent's allegedly inconsistent answers on his employment history and livelihood during cross-examination; (d) the Respondent's alleged inability to substantiate the source of various funds he had received in his bank accounts; and (e) the fact that the Respondent was the owner of a property (the "Property") but he had adduced suspicious documents relating to an alleged loan and will affecting the Property.⁵⁴

45 The Respondent denied having any undisclosed financial resources. He argued that the Applicant had no contemporaneous evidence outside of several WeChat messages, that various deposits to his CPF account and the purchase of the Property were funded by his siblings, and that the Applicant had not pursued disclosure of further documents relating to his financial resources.⁵⁵

The Court's observations on the Respondent's financial assets

46 Broadly, I was not of the view that the Respondent had undisclosed financial assets which he could draw upon to provide a high sum of maintenance for the Applicant. Rather, my impression was that the five indicia relied on by the Applicant could be explained by the Respondent being financially dependent on his family, such as his parents and/or siblings, to provide for his expenses.

47 With this background in mind, I turn to consider the indicia relied on by the Applicant.

⁵⁴ AWS at paragraphs 32–40.

⁵⁵ RWS at paragraphs 39–48.

(1) The alleged sum of S\$2 million held on trust for the Respondent

48 The Applicant submitted that the Respondent had S\$2 million in a bank account held on trust for his benefit by his siblings.⁵⁶ In support of this, she relied on various WeChat messages on 13 November 2023 between the Applicant and the Respondent which refer to this S\$2 million, which is reproduced below:⁵⁷

[R:] Don't know any trust fund which my family never mentioned or received documents. Only S\$2 million in bank for interest which I told you before. I never lied to you.

[R:] The account is together with my brother & sister & locked in for a period. Penalty if withdrew early.

[R:] When the house was sold, the whole amount was deposited in the bank. I think it was drafted the name to each person. It will be very suspicious to ask for the certificate. I hope u don't dig into it. Believe me if you gone this far.

[R:] I don't remember signing it or not. Like I said, it was drafted with all our name by a lawyer or the bank. There was no single certificate given to me.

49 One year later, on 1 December 2024, the parties had a further WeChat exchange where the Applicant urged the Respondent to get back the moneys he had allegedly entrusted to his siblings:⁵⁸

[A:] Find time this week to talk to your second sister about getting back the money you entrusted to your brother and sister to supervised as the living expenses of our common living in Shanghai.

[A:] After you talk to your second sister, she will discuss it with your eldest sister and brother. But I think your eldest sister will stand in the way and disagree. So what are you going to do?

[R:] By right & fair, the shares are all equal. Will see then & decide.

⁵⁶ AWS at paragraph 33.

⁵⁷ A1 at p 5: 13 November 2023 message from the Respondent to the Applicant.

⁵⁸ A1 at p 6: 1 December 2024 message exchange between the parties.

50 When these messages were placed before the Respondent, he suggested that it was “not confirmed” that he had S\$2 million, but he did not explain this further. His explanation appeared to be that he had assumed S\$2 million would be his share and he had “fed” the Applicant false excuses that he could not access the money as it had not reached maturity.⁵⁹ On re-examination, the Respondent explained that he had given the Applicant excuses because he had thought he would get a “fair share” of a property his parents had sold, but he later was informed that based on his late mother’s will, he had not been left any share of his late mother’s property.⁶⁰

51 Weighing the evidence, I was unable to determine on the balance of probabilities whether the Respondent was the beneficial owner of S\$2 million in a bank account. The Applicant had adduced sufficient evidence to establish a *prima facie* case that the Respondent held S\$2 million on trust. However, the Respondent had provided, in my view, a reasonable explanation that he had sent those messages under the impression that he was entitled to a fair share of an inheritance, which he later realised was a mistaken impression once his mother’s will was disclosed. Neither party disclosed a copy of this purported will or details relating to the alleged inheritance and the Applicant did not apply for disclosure of any such documents. I was unable to draw an adverse inference as the Respondent had offered a reasonable and credible (albeit not entirely satisfactory) explanation. Therefore, I found that this was a matter on which the Applicant had failed to prove on the balance of probabilities that the Respondent had such a S\$2m fund.

⁵⁹ Transcript at p 60 line 10 to p 63 line 2.

⁶⁰ Transcript at p 72 line 13 to p 73 line 29.

52 In any case, even on the Applicant's case that S\$2m was held on trust for the Respondent, the Respondent did not appear to have access to the alleged sum of S\$2m. The parties' exchanges suggested that the Respondent's siblings had control over this money. It therefore did not appear that the Respondent had the ability to access such alleged funds, even if they existed, without first potentially engaging in litigation against the trustees of the fund for control of the moneys. I was therefore not of the view that the Respondent had access to the moneys in the alleged trust fund so as to provide for the Applicant's maintenance.

(2) The Respondent's expenses exceeding his means, his employment history and the unexplained deposits into his accounts

53 The Applicant relied on three indicia to suggest that the Respondent's expenses exceeded his means and income, and argued that the Respondent had to have hidden assets or income to sustain his high standard of living.

54 First, the Respondent had estimated his monthly living expenses to be S\$848.49.⁶¹ The Applicant highlighted the discrepancy between his alleged living expenses and the Respondent's actual expenses to suggest that he had further financial resources.⁶² She pointed out, for example, that the Respondent had withdrawn or spent a total of S\$2,004.84 in August 2025,⁶³ S\$2,302.17 in

⁶¹ R1 at pp 14–16.

⁶² AWS at paragraph 34, referring to Transcript at p 64 line 17 to p 67 line 7.

⁶³ R1 at p 46.

September 2025⁶⁴ and S\$2,225.66 in January 2026.⁶⁵ The Respondent sought to explain that he was “using CDC vouchers”.⁶⁶

55 Second, the Applicant argued that the Respondent’s alleged impoverishment was irreconcilable with his irregular employment history.⁶⁷ She argued that the Respondent had conceded that he needed financial resources to ensure his livelihood under cross-examination, and therefore he had to have amassed financial resources to ensure his own livelihood after he decided to remain unemployed.⁶⁸ The Respondent disagreed on the stand, instead saying that he was able to live “because of [his] family, we have a house fully paid” where he could live and his father would “help [him], small sum” when things were “really bad”.⁶⁹

56 Third, the Applicant also relied on various deposits into the Respondent’s bank accounts to suggest that an adverse inference should be drawn.⁷⁰ Various sums were transferred into the Respondent’s bank accounts, such as a deposit of S\$500 on 12 August 2025,⁷¹ a deposit of S\$1,500 on 11 September 2025,⁷² and a deposit of S\$1,500 on 10 October 2025.⁷³ The Respondent’s evidence was that these deposits were transfers of money from

⁶⁴ R1 at p 44.

⁶⁵ R1 at p 35.

⁶⁶ Transcript at p 65 lines 19–24.

⁶⁷ RWS at paragraph 35.

⁶⁸ RWS at paragraph 35, referring to Transcript at p 43 line 20 to p 45 line 7.

⁶⁹ Transcript at p 44 lines 1–3.

⁷⁰ AWS at paragraph 36.

⁷¹ R1 at p 45.

⁷² R1 at p 43.

⁷³ R1 at p 41.

his siblings.⁷⁴ The Applicant submitted that there was no evidence to suggest that these transfers were from the Respondent's siblings other than his bare assertions on the stand.⁷⁵ The Respondent similarly explained on the stand that he was unable to recall the source of a sum of S\$8,000 which was "topped up" to his CPF Retirement account on 16 August 2025.⁷⁶

57 Having considered the evidence, I agreed with the Applicant that based on the Respondent's bank statements, his living expenses exceeded S\$848.49 a month and he must have had an external source of funds to supplement his income from his CPF payouts. In my view, these external sources of funds were allowances or gifts from his family members. However, given that such gifts were entirely voluntary and gratuitous, I did not account for them in determining the Respondent's income for the purposes of determining reasonable maintenance. I explain my reasons below.

58 Based on the evidence, it appeared to be undisputed that the Respondent was, to varying extents, dependent on his family for financial support. The Respondent's evidence was that he was last formally employed as a cashier in a supermarket from 1985 to 1990 while being involved in a mail-order business. After returning to Singapore in 1991, he was self-employed in businesses relating to real estate, overseas trading, distributing wine and cigars until the 2010s.⁷⁷ By his own account, his cigar business was successful enough for him

⁷⁴ Transcript at p 48 line 5 to p 49 line 12.

⁷⁵ AWS at paragraph 36.

⁷⁶ R1 at p 25.

⁷⁷ R1 at p 7.

to sell cigars to “top hotels” and have “cigar [parties]” in Shanghai and Beijing.⁷⁸ However, it was undisputed that the cigar business had since been shut down.

59 After the 2010s, the Respondent claimed that he had been exploring business opportunities, but he received no income from there as he had not managed to secure any investors.⁷⁹ This was supported by numerous messages from the Respondent to the Applicant, where he spoke about his “projects” and his plans to make videos to attract investors.⁸⁰

60 The most telling evidence that the Respondent was reliant on his family for money was a message sent by the Applicant to the Respondent on 15 December 2024. I set out this message in full below (the “**15 December Message**”):

[A:] Do you think your brother will give you back the inheritance that your parents left him for the time being?! If you live longer than them, your brother and sister will send you to a nursing home before the last one dies. **Before that, you had no money to live with me and you didn't even have the money to fly to Shanghai to reunite with me,** and then you died alone in a nursing home. Don't be naïve. They'll never give you your money back. **Don't talk to me about projects. You are not a person who can make money to do business. Your parents have raised you for 70 years, and so far you have not made a penny.** The legacy left to you by your parents is your only source of income in the future. So this is not a matter for you to discuss with your brother and sister, but to get back the money that belongs to you in order to continue to live! If they don't return it, even if you go to quarrel, go to a lawyer and sue them for what you are going to fight for! If you want to have a happy life with me and my family in Shanghai, make it clear to them today and ask them confidently to get back the money that your parents left you and belongs to you. Otherwise, we have nothing to talk about. I find a lawyer to protect my legal rights with the law.

⁷⁸ Transcript at p 44 lines 6–26.

⁷⁹ R1 at p 7.

⁸⁰ A1 at pp 5, 10, 12, 14 and 15.

[emphasis in bold added]

61 In the 15 December Message, the Applicant herself appeared to acknowledge that the Respondent was short on funds, lacked the money back in 2024 to fly to Shanghai to reunite with her, and had been “raised” by his parents for 70 years.

62 The suggestion that the Respondent had received allowances from his parents was also supported by a message he had sent the Applicant on 13 November 2023, where he had said his “monthly allowance” was CN¥15,000.⁸¹ The Respondent had also given evidence that his siblings had “topped up a sum of \$300,000 to [his] CPF Retirement Account, and a sum of \$51,000 to [his] CPF Medisave Account” in October 2025.⁸² Although the CPF statement⁸³ exhibited did not state the identity of the person(s) who had made the top-ups to the Respondent, the Respondent’s evidence was that he was with his brother at the CPF office and his brother had done the transaction there. Overall, while there is no conclusive evidence as to the identity of the person who made the top-ups, I did not find it likely that the Respondent would amass substantial funds of his own, only to use them to top up his CPF accounts, which would constrain his ability to freely deal with the money. I therefore accepted the Respondent’s position that his siblings had provided the top-ups of S\$300,000 and S\$51,000 to his CPF accounts.

63 Overall, on a balance of probabilities, I found that the Respondent’s ability to sustain living expenses disproportionate to his income and assets was due to the financial support of his family members. I did not consider such

⁸¹ A1 at p 5: “My mthly allowance is rmb15000.”

⁸² R1 at p 17 paragraph 4.

⁸³ R1 at p 26.

voluntary financial assistance to form part of the Respondent's income and earning capacity, as he had no legal entitlement to such allowances or gifts, which were dependent on the continued generosity and goodwill of his family members. To ascertain a maintenance sum for the Applicant based on the assumption that the Respondent's family would assist in the payment would be extending the Respondent's obligation to provide reasonable maintenance for his wife to his family members, which was not what s 69 of the Women's Charter envisioned. I therefore declined to consider these voluntary sums as part of the Respondent's monthly income or means.

(3) The Respondent's alleged loan for the Property

64 The Applicant pointed to the suspicious circumstances surrounding a loan which the Respondent claimed he had used to acquire the Property to argue that the Respondent and his siblings had "concocted" "sham documents" to "present a false impression to this Honourable Court that the Respondent [had] limited or no financial means".⁸⁴

65 The Respondent was the legal owner of the Property, a private condominium which he estimated to be valued at S\$657,000.⁸⁵ He claimed that his acquisition of the property was entirely funded by a loan extended to him by his siblings, and that he had executed a will on 3 July 2025 bequeathing the Property to his nephews and nieces in equal shares. He therefore averred that he could not freely deal with the Property as his siblings would call upon the loan, and he could not rent out the Property as it was the only place he could stay in and was a one-bedroom apartment.⁸⁶

⁸⁴ AWS at paragraph 37(d).

⁸⁵ R1 at p 9; property valuation in R1 at p 32.

⁸⁶ R1 at p 17 paragraphs 2–3.

66 The Applicant argued that the loan agreement dated 20 June 2025⁸⁷ and the will were sham documents. She pointed out various inconsistencies in the loan agreement. First, the loan amount of S\$707,575 exceeded the current value of the Property of S\$657,000. Second, the phrasing of the loan agreement obliged the Respondent to “repay to the Lenders the said sum of S\$705,575 on demand by any one or more of the Lenders”,⁸⁸ without any apportionment of the sums to be repaid to each of the Respondent’s siblings. Third, the loan agreement imposed an interest rate of 12% per annum if the Respondent defaulted on any payments demanded.⁸⁹ The Respondent conceded on the stand that he would not have been able to afford the interest repayments if such a demand had been made.⁹⁰ Fourth, the Applicant argued that it was inexplicable for the Respondent to take on a liability of S\$707,575 to purchase the Property and then to execute a will to divest his interest in the Property.⁹¹

67 Having considered the evidence before the Court, I was unable to find that the loan and/or will were sham documents.

(a) First, I was of the view that the Respondent’s explanation was reasonable: his siblings were willing to provide funds for him to acquire a place of his own to stay in, and in return, he would retain the Property and later bequeath it to his nephews and nieces. This was secured by a loan – interest-free unless the Respondent defaulted – to disincentivise the Respondent from selling the Property during his lifetime. While the Respondent has taken on the *risk* of his siblings calling upon the loan

⁸⁷ R1 at pp 47–48.

⁸⁸ R1 at p 47: Loan Agreement dated 20 June 2025 at paragraph 1.

⁸⁹ R1 at p 47: Loan Agreement dated 20 June 2025 at paragraph 3.

⁹⁰ Transcript at p 57 line 29 to p 58 line 6.

⁹¹ AWS at paragraph 37(d).

agreement, it is not an unreasonable risk for him to take, as he acquires a place to stay and does not need to pay the loan back as long as his siblings do not call upon it.

(b) Second, the Applicant had made a serious allegation that the Respondent had deliberately concocted sham documents to deceive the Court. The more serious an allegation, the more cogent the evidence the court will require before it is satisfied that the allegation is proven on a balance of probabilities (*Tang Yoke Kheng (trading as Niklex Supply Co) v Lek Benedict* [2005] 3 SLR(R) 263 at [14]). As explained by Justice Vinodh Coomaraswamy in *Chong Jorina v Ritz Property Investimentos Imobiliarios Ltda and another* [2026] SGHC 120 at [48], an allegation of fraud is an allegation of *conscious dishonesty*. It is a serious allegation, and the court will therefore require cogent evidence before finding it proved. The court will not lightly infer fraud. On the basis of the evidence before the Court, I was not able to infer that the loan documents and will were shams simply because of the inconsistencies pointed out by the Applicant. The allegedly suspicious circumstances surrounding the loan and the will were explicable by the fact that the loans were not arms-length transactions, but rather were intended to give effect to a familial arrangement of providing the Respondent with a home to stay in while restraining his ability to deal with the Property freely.

68 Overall, I was unable to conclude that the Respondent had deliberately enacted the loan agreement to mislead the Court as to his financial means. Broadly, I was not persuaded that the five indicia raised by the Applicant gave rise to sufficient cause for an adverse inference to be drawn against the Respondent that he was withholding evidence of his greater financial means.

Therefore, in determining the means and assets available to the Respondent, I did not find that he had hidden assets or means which could be used to maintain the Applicant.

Conclusion

69 In conclusion, as the Applicant failed to establish that the Respondent had neglected or refused to provide her with reasonable maintenance, I **dismissed** the application in MSS 1638/2025. At the hearing before me on 30 June 2026, by consent, I ordered costs of S\$1,000 (all-in) to be paid by the Applicant to the Director of Legal Aid.

Jasmine Loo

Magistrate

Shawn Teo Kai Jie (Rajah & Tann Singapore LLP) for the applicant;

Alwyn Tan Jun Wei (Dentons Rodyk & Davidson LLP) for the respondent.
