

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2026] SGFC 91**

FC/D 3679/2024  
FC/SUM 876/2026

Between

XZE

*... Plaintiff*

And

XZF

*... Defendant*

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**JUDGMENT**

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[Family law – Matrimonial assets – Division – Variation of consent order –  
Setting aside of consent order]

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**XZE  
v  
XZF**

**[2026] SGFC 91**

Family Court — Divorce No 3679 of 2024, Sum No 876 of 2026  
District Judge Lynette Yap  
29 May 2026

6 July 2026

Judgment reserved.

**District Judge Lynette Yap:**

**Introduction**

1 For the purposes of this Judgment, I shall refer to the parties as the “Father”, “Mother” and the “Child”.

2 The parties were married in November 2011 and have one child to the marriage, who is currently 13 years old. It is not in dispute that the Child has been diagnosed with special needs. The Mother filed for divorce in August 2024 and Interim Judgment was granted in February 2025. The parties have been represented by counsel throughout the proceedings.

3 Following mediation at the Family Justice Courts, the ancillary matters were resolved by consent, save for the issues of maintenance for the Child and

costs of the divorce proceedings which were adjourned to be dealt with at the hearing of the ancillary matters, which as of the date of this Judgment, has not yet taken place.

4 The Order of Court dated 4 August 2025 (“the Consent Order”) records the following:

1. Parties shall have joint custody of the child of the marriage, [name redacted] (BC No. [redacted]) (“the Child”), with care and control to the Plaintiff.
2. The Defendant shall have reasonable access to the Child, which shall include weekly video and/or audio calls with the Child. There shall be no overnight and/or overseas access for the Defendant at this juncture.
3. There shall be no maintenance for the Plaintiff, whether backdated or otherwise.
4. There shall be no division of the matrimonial home.
5. Each party shall retain all other assets in Singapore and overseas in their respective names.
6. Paragraphs 7(g) and 7(h) of the Statement of Claim shall be adjourned to be heard in chambers.

### **Background**

5 The parties were directed to file their respective Affidavits of Assets and Means (“AOM”) and they filed their AOMs on 2 October 2025.

6 Subsequently the Mother filed a summons application under Rule 35 of the Family Justice Rules 2014 for the Child to be assessed by an expert and for the medical report(s) to be adduced as expert evidence. This application has been dismissed as the Court did not find that the expert evidence sought by the Mother could only be answered by an expert.

7 The parties have also gone through the discovery process, with the Father filing one summons for discovery and the Mother filing four summonses for discovery and interrogatories. While parties were preparing their compliance affidavits in respect of the orders in the summonses for discovery and interrogatories, the Mother filed the present summons application on 26 March 2026, to set aside and/or vary the Consent Order.

8 The Mother's application states as follows:

The ancillary orders in paragraphs 3, 4 and 5 of the order of court dated 14.8.2025 (FC/ORC 3348/2025) shall be set aside and/or varied as follows:

- a. To include the Defendant's Superannuation Accounts (Commonwealth Superannuation Scheme and the Asgard Superannuation) in the matrimonial pool and recalculate the division of matrimonial assets based on equal division such that there shall be no division of matrimonial home, no maintenance for the Plaintiff backdated or otherwise, and each party retain all other assets in Singapore and overseas in their respective names.
- b. Leave of court to refer to the without prejudice letters exchanged by the parties' solicitors and to admit the letters as evidence.
- c. Orders for counselling (sole or joint) sessions and other appropriate orders for the Defendant and the child, [name redacted] (BC No. [redacted]), therapeutic intervention to facilitate co-parenting and parental responsibility.
- d. Such other reliefs as this Honourable Court may deem fit.
- e. Defendant to pay the costs of the application.

### **The Mother's case**

9 The Mother's position is that the Father made the deliberate decision not to disclose his superannuation accounts while parties were negotiating on the Consent Order. Specifically, the Mother states that the Father did not disclose the valuation of his Commonwealth Superannuation Scheme and the existence

and the valuation of his Asgard Superannuation Account. The Mother further states that since the Father did not explicitly categorise the superannuation accounts as pre-marital assets, they are therefore classified as matrimonial assets subject to division<sup>1</sup>.

10 The Mother also seeks the Court's leave to refer to without prejudice communications exchanged between parties' solicitors<sup>2</sup>. The Mother relies on s 11 of the Mediation Act 2017 which allows a Court to grant leave for mediation communication to be disclosed or admitted in evidence.

11 The Mother further seeks that the Court should order the Father to communicate regularly with the Child, should he wish to exercise joint custodianship. She requests that the Court arrange for suitable counselling sessions for the Father.

### **The Father's case**

12 The Father objects to the Mother's application and submits that it should be dismissed. He submits there is no basis for the setting-aside and/or variation of the Consent Order. The Father submits there was no fraudulent non-disclosure, and even if there was, such non-disclosure was not material.

13 With regards to the Commonwealth Superannuation Scheme, he submits that the value reflects the funds that he will receive in the form of a fortnightly pension until he dies. They were disclosed as what they were, a source of income, and not an asset. The valuation of the pension fund is simply a

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<sup>1</sup> Para 21 and 22 of the Mother's affidavit filed in support of this application on 26 March 2026 ("P1").

<sup>2</sup> Para 35 of P1.

“notional” value determined by an actuary and placed on the fortnightly income by the Australia Taxation Office as there is a cap on how much an Australian can have in superannuation during their lifetime to receive taxation concessions. Further, it would be double counting if the income from the superannuation were to be taken as the Father’s means and the same notional value of the fund be taken as his assets (which is an inaccurate description of the funds)<sup>3</sup>.

14 With regards to the Asgard Superannuation Account, the Father submits that he has never withdrawn any funds from this account and to date, it has not generated or provided any form of income to the Father. The Father decided not to set up an asset-based pension and has not received any periodic lump sums and so did not factor this into his thinking when disclosing his sources of income. There are tax reasons for the Father delaying his access to payments from the Asgard Superannuation Account until he reaches 65 years of age. The Father is currently 63 years old.

15 The Father further submits that even if the Court were to find that he had fraudulently not disclosed his superannuation accounts in negotiations, the non-disclosure is not material, because the superannuation accounts are clearly pre-marital assets, which parties had agreed to exclude from division. All the contributions to the Commonwealth Superannuation Scheme occurred from 1984 to 1994, which was before the marriage. Save for the short 6-month period between September 2010 and February 2011 (which was also prior to the marriage), the contributions to the Asgard Superannuation Account occurred from 1994 to March 2006<sup>4</sup>. The Father highlights that the Mother acknowledges

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<sup>3</sup> Para 34 of the Father’s reply affidavit filed on 29 April 2026 (“D1”).

<sup>4</sup> Para 33 and 36 of D1.

in her own affidavit that parties had agreed to exclude pre-marital funds in mediation to determine their entitlements<sup>5</sup>.

### **The Legal Principles**

16 The division of matrimonial assets is governed by s 112 of the Women’s Charter 1961. Under s 112(4), the court may, at any time it thinks fit, extend, vary, revoke or discharge any order made under s 112, and may vary any term or condition upon or subject to which any such order has been made.

17 In *AYM v AYL* [2012] SGCA 68; [2013] 1 SLR 924 (“*AYM*”), the Court of Appeal made the following observations:

(a) S 112(4) does not furnish the court with *carte blanche* to vary an order on division of matrimonial assets. There must be exceptional reasons before such variation can be effected<sup>6</sup>. There must be some finality once the matrimonial assets have been divided. S 112(4) must have a limited operation only and is intended to confer upon the court a limited flexibility to adjust an order for the division of matrimonial assets already made<sup>7</sup>.

(b) The court would make the necessary variations to an order for the division of matrimonial assets only where the order was unworkable or has become unworkable (before it has been fully effected or implemented)<sup>8</sup>.

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<sup>5</sup> Para 19 of P1.

<sup>6</sup> At [11].

<sup>7</sup> At [22].

<sup>8</sup> At [23].

(c) There will be (albeit extremely limited) circumstances in which unworkability, understood in a substantive as well as purposive sense, will justify a variation of the order. “Unworkability” may be found where new circumstances have emerged since the order was made, which so radically change the situation that to implement the order as originally made would be to implement something that is radically different from what was originally intended<sup>9</sup>.

(d) S 112(4) may also be invoked to vary an order for the division of matrimonial assets where such order was unworkable to begin with. Any *ab initio* substantive unworkability must be a result of a fundamental misunderstanding apparent on the face of the order<sup>10</sup>.

(e) One other situation that might justify varying an order for the division of matrimonial assets, even after the order concerned has been implemented, is fraud. The standard of proof for fraud is a very high one<sup>11</sup>.

(f) An absence of full and frank disclosure of material facts by one of the parties might result in a consent order being set aside by the court, where the absence of full and frank disclosure has led to the court making, either in contested proceedings or by consent, an order which is substantially different from the order which it would have made if such disclosure had taken place<sup>12</sup>.

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<sup>9</sup> At [25].

<sup>10</sup> At [29].

<sup>11</sup> At [30].

<sup>12</sup> At [31].

18 In *AYM*, the Court of Appeal noted at [33] that the order concerned was the result of a consent order between the parties, and the husband was merely attempting to obtain a further amount because the matrimonial asset concerned was now worth more than what the parties had originally thought. The Court of Appeal held that such attempts to undermine the finality of orders with regard to the division of matrimonial assets are wholly undesirable and unmeritorious and are the very antithesis of the rationale underlying such orders in the first place, aptly demonstrating the dangers of a wide interpretation of s 112(4). If the husband in that case had suffered a loss of income which amounted to a material change of circumstances, the Court of Appeal stated that his proper course should have been to seek to vary the order for the payment of maintenance, rather than to seek to reopen the order with regard to the division of matrimonial assets.

19 Having regard to the decision of the Court of Appeal in *AYM*, s 112(4) of the Women's Charter 1961 gives the Court limited flexibility to adjust an order for the division of matrimonial assets, where that order was, or has become, unworkable or where there is fraud or an absence of full and frank disclosure of material facts.

### **My Findings**

20 There is no question that the Consent Order is workable. That leaves only the issue of whether there is fraud and/or whether there is an absence of full and frank disclosure of material facts.

21 I do not agree with the Mother's position that the Father's actions while parties were negotiating the Consent order have met the high threshold required to set aside the Consent Order.

22 While the Mother argues that the Father did not disclose the valuation of the Commonwealth Superannuation Scheme, I accept the Father's submissions that he had disclosed them as a source of income, and that while there is a notional value placed on the scheme for tax purposes, the value reflects the income he will receive in the form of a fortnightly pension until he dies and does not reflect the existence of actual assets held by the Father. I also accept the Father's submissions that taking both the Father's income from the superannuation as his means and the same notional value of the fund as matrimonial assets would amount to double counting. The Mother has acknowledged in her submissions that the Commonwealth Superannuation Scheme is an income scheme<sup>13</sup>.

23 With regards to the Mother's arguments that the Father did not disclose the Asgard Superannuation Account, I note the Father's submissions that he had not disclosed this as he has not withdrawn any funds from the Asgard Superannuation Account and the fund has not generated or provided any form of income to him.

24 On the face of it, it was somewhat unusual for the Father to take the position that he disclosed the Commonwealth Superannuation Scheme as income (and not an asset) during mediation, while simultaneously arguing that the Asgard Superannuation Account was not disclosable at all, when both the Commonwealth Superannuation Scheme and the Asgard Superannuation Account are similar non-asset based schemes and would provide substantial streams of income to the Father.

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<sup>13</sup> Para 9 of the Mother's written submissions.

25 Paragraph 17 of the Mother's written submissions indicate that the Commonwealth Superannuation Scheme is valued at around AUD 918,206.56, with a fortnightly payout of around AUD 2,472.06<sup>14</sup>. The Asgard Superannuation Account is valued at around AUD 441,982. While the monthly or fortnightly payout for the Asgard Superannuation Account is not in evidence, the notional value in comparison to the Commonwealth Superannuation Scheme is indicative that the payouts from the Asgard Superannuation Account will not be insubstantial.

26 I note that the payouts from the Commonwealth Superannuation Scheme to the Father have commenced, while the payouts from the Asgard Superannuation Account have not<sup>15</sup>. The Father has disclosed the Asgard Superannuation Account to the Mother in his AOM and it will be open for the Mother to submit at the hearing of the ancillary matters that there are substantial funds available for the Child's maintenance given that this will be an additional income stream for the Father.

27 One further critical issue remains to be considered in assessing the materiality of the absence of disclosure of the Commonwealth Superannuation Scheme and Asgard Superannuation Account. The Mother admits in her own affidavits filed in support of this application that she agreed to exclude pre-marital funds in the division of assets during mediation<sup>16</sup>. The parties were married in November 2011. Save for the short 6-month period between September 2010 and February 2011 which was also prior to the marriage, the Father ceased working in Australia in March 2006, well before the marriage.

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<sup>14</sup> Pages 86-91 of the Father's AOM.

<sup>15</sup> Para 37 of D1.

<sup>16</sup> Para 19 of P1 and para 13 of the Mother's reply affidavit filed on 15 May 2026 ("P2").

Consequently, both the Commonwealth Superannuation Scheme and the Asgard Superannuation Account were accumulated before the marriage, during the time that the Father worked in Australia. That both parties agreed to have their CPF monies factored into the asset division calculation, despite knowing that they could be pre-marital assets, does not detract from the fact that the Mother had otherwise agreed to exclude the Father's pre-marital funds from the pool of matrimonial assets.

28 As held by the Court of Appeal in *AVM* at [31], an order will only be set aside in cases when the absence of full and frank disclosure has led to the court making an order which is substantially different from the order which it would have made if such disclosure had taken place. In the present case, I fail to see how an order which was substantially different from the Consent Order would have been made even if the Father had disclosed these superannuation funds, since these were pre-marital assets that the parties agreed to exclude in their negotiations at mediation.

29 In any event, pre-marital assets are excluded from the definition of a matrimonial asset under s 112(10) of the Women's Charter 1961, unless they are transformed. The Father's superannuation funds were clearly acquired before the marriage and have not been transformed into a matrimonial asset. They would have been excluded from division.

30 As for the Mother's arguments that the Court should apply just and equitable grounds to vary and/or set aside the Consent order, which are the same principles used for the division of matrimonial assets<sup>17</sup>, I am unable to accept

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<sup>17</sup> Para 24 of the Mother's written submissions.

her arguments. The High Court has held in *XNG v XNH* [2025] SGHCF 32 at [9]:

“A consent order occupies a slightly higher elevation of authority because it is an order that both parties have forged together. It has the additional alloy of a contract and, therefore, more is required before a court will vary the order in question. It will not be enough to show that a consent appears unjust. This is because justice between the parties is sometimes a matter between them, and a court may not be able to revise an agreement entered into between parties who have decided in their wisdom how much to give and how much to take from each other.” (emphasis added)

31 The reality is that parties may enter into a consent order for various personal reasons and the Court should be slow to interfere with such arrangements.

32 In the present case, the issue of maintenance for the Child remains adjudicated. The Mother has submitted that her chief concerns are their special-needs child and his well-being and the “previously undisclosed assets are now integral to the ancillary matters hearing concerning the child’s maintenance and constitute pertinent evidence of the (Father’s) financial resources”<sup>18</sup>. There will be ample opportunity for the Mother to present her arguments for the Court’s full consideration on the Child’s maintenance during the hearing of the ancillary matters.

33 The Mother has also sought in the summons application for leave of the Court to refer to without prejudice communications exchanged between parties’ solicitors<sup>19</sup>. In this regard, the Mother cites s 11 of the Mediation Act 2017 which allows a Court to grant leave for mediation communications to be disclosed or

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<sup>18</sup> Para 13 of the Mother’s written submissions.

<sup>19</sup> Para 35 of P1.

admitted in evidence. However, it is clear from s 6(2) of the Mediation Act 2017 that the Act does not apply to any mediation conducted by a Court, which was the case here. The mediation sessions which parties participated in and made negotiations at took place at the Family Justice Courts.

34 In her affidavits, the Mother also requested for notes of evidence of the mediation sessions<sup>20</sup> and for this Court to ascertain from the Judge who conducted the mediation sessions, whether superannuation accounts were incorporated into the asset pool<sup>21</sup>. Such mediation communications are inadmissible: see paragraph 83(6) of the Family Justice Courts Practice Directions 2024.

35 The Mother further sought in the summons application that the Court order the Father to communicate regularly with the Child, should the Father wish to exercise joint custodianship. She requested that the Court arrange for suitable counselling sessions for the Father. These are not suitable prayers to include in an application to vary or set aside the Consent Order and I will not be making such orders in this application.

36 The Mother's application is therefore dismissed in its entirety. I shall hear parties on costs.

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<sup>20</sup> Para 34 of P1.

<sup>21</sup> Para 5 of P2.

Lynette Yap  
District Judge

Remya Aravamuthan (High Street Chambers LLC) for the Plaintiff;  
Tan Xuan Qi Dorothy and Lim Fang-Yu Mathea (DOT Chambers LLC) for the  
Defendant.

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