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

**[2026] SGHCF 23**

Divorce (Transferred) No 3580 of 2022

Between

YDF

… *Plaintiff*

And

YDG

… *Defendant*

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# JUDGMENT

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[Family Law — Custody]
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[Family Law — Matrimonial assets — Division]
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# YDF
# v
# YDG

## [2026] SGHCF 23

General Division of the High Court (Family Division) — Divorce (Transferred) No 3580 of 2022)
Tan Siong Thye SJ
14 May 2026

26 August 2026 Judgment reserved.

**Tan Siong Thye SJ:**

## Introduction

1 The parties in this ancillary matters ("AM") hearing are Indian nationals who are residing in Singapore. They solemnised their marriage in India on 18 January 2013 and registered it on 18 September 2015, also in India. The Husband works as an institutional trader. The Wife is a homemaker and she was not employed during the marriage. Due to the Husband's work commitments, the parties moved first from India to Hong Kong. In 2019, the parties came to Singapore and have largely remained in Singapore since. They have one son ("Son"), who was born in 2016, and is about 10 years old at the date of this judgment.

2 On 5 August 2022, the Husband filed the writ of divorce on the ground that the Wife had behaved in such a way that the Husband could not reasonably

be expected to live with her. The Wife contested the divorce. An Interim Judgment ("IJ") was granted on 12 October 2023.[1] Neither of them were represented by counsel when the AM hearing came before me, though they had previously engaged counsel to represent them.

3 The issues for the court's determination are custody, care and control over the Son, identification of the pool of matrimonial assets, valuation of the pool of matrimonial assets, division of the matrimonial assets between the parties and maintenance for the Wife and the Son. Before I analyse the various issues, I shall make some general observations about the conduct of the parties in this case.

**The parties' conduct**

4 The parties have been extremely litigious. Communication with and between the parties has been fractious. The parties had commenced numerous actions in the Family Courts since the writ of divorce was filed. As at the date of the AM hearing, there were more than two dozen applications taken out by both parties in the Family Courts, with no fewer than 51 affidavits filed. These involved, among other things, several requests for third-party discovery by the Wife against the Husband's employers, past and present, and stock exchanges that the Husband may have traded on, applications for the variation and enforcement of maintenance orders, and applications to overturn directions that I gave on the page limit for the filing of submissions (and to strike out the Husband's submissions that complied with these directions).

1 Interim Judgment FC/IJ 5557/2023 dated 12 October 2023.

5 At the Judge Case Conference, the Wife did not show any respect for the court. She was confrontational, hostile and aggressively asserted her views to the court. On many occasions, she raised her voice and ignored the court's interventions. She insisted on having her way in all things. It was extremely difficult to bring order to the court, short of holding her in contempt, which the court was reluctant to do. Despite her outrageous behaviour towards the court, she was assured that justice would be administered fairly and justly on the merits of the case.

6 The Wife had originally filed written submissions of 253 pages (excluding appendices). The Husband had filed written submissions of 61 pages. The Wife's original written submissions contained many irrelevant matters. The Wife had a propensity to repeat and recycle facts and points throughout her written submissions. At the Judge Case Conference, I directed the parties to refile their submissions, limited to 50 pages, and instructed the parties to focus on the key issues. I was of the view that such a direction would assist with the just, expeditious and economical disposal of the case.

7 The Husband accepted this direction. In contrast, the Wife became aggressive and hostile, raising her voice towards the court over this directive.

8 Subsequently, the Wife applied to strike out the Husband's (compliant) submissions in HCF/SUM 88/2026 ("SUM 88"). This was on the (erroneous) basis that, among other things, the case management direction applied unequally, notwithstanding the fact that I had repeatedly explained to her that the case management direction applied equally to both the Husband and the Wife. When SUM 88 was dismissed, the Wife then applied to vary or set aside the direction to refile submissions in HCF/SUM 135/2026 ("SUM 135"). SUM 135 was also dismissed. The learned District Judge ("DJ") hearing

SUM 135 found it necessary to further direct that, in the light of the duplicative nature of SUM 88 and SUM 135, the Wife would require the court's permission before filing further applications in respect of the submissions to be filed.

9 It was only after SUM 88 and SUM 135 failed, and after she was required to obtain leave before making further such applications, that the Wife complied with the directions and filed her written submissions within the 50-page limit. This was done on the eve of the AM hearing.

10 On the day of the AM hearing, there was a complete change in the behaviour of the Wife. She was respectful, polite and was not confrontational and aggressive to the court. It was indeed a pleasant surprise.

11 Notwithstanding the difficulties presented by the Wife's conduct, I have considered both sets of the Wife's submissions as well as the Husband's submissions.

12 The difficulties in this case are that both parties are generally not forthcoming with the evidence and there is a lack of frank and full disclosure from them. The provision of information and disclosure by the parties to the court is also incomplete and unsatisfactory. Both parties have made similar serious allegations against each other, including dishonesty before the court and concealing assets. Furthermore, the parties' positions on the various issues have evolved over time to suit their own interests, particularly on the Wife's part. I shall consider in turn the evidence before the court and the allegations made by the parties.

**The Husband's employment history**

13 I first set out the Husband's employment history and his basic salary, starting from his job as at the date of the marriage up till the date of the AM hearing. Generally, the Wife does not dispute the employment history of the Husband.[2] However, she disputes the Husband's earnings. The Husband's employment history and his remuneration are relevant to the issues of the size and value of the pool of matrimonial assets. The Wife alleges that the assets declared by the Husband are not commensurate with his income over the years.

14 The parties had adopted exchange rates as at the time of their various affidavits and submissions, though there is no substantial difference between the parties in this respect.

15 At the time of the parties' marriage, the Husband was working for the Hongkong and Shanghai Banking Corporation ("HSBC") in India, earning about S$4,166 *per* month. From 2016 to 2018, the Husband worked for HSBC in Hong Kong, earning about S$11,700 *per* month. In 2019, the Husband worked for Natwest in Singapore, earning about S$25,000 *per* month. From 2020 to 2021, the Husband worked for Bunge in Singapore, earning about S$20,000 *per* month. The Husband then worked for Barclays in Singapore, earning about S$25,000 *per* month.[3] He was unemployed from February 2023 to March 2024.[4] The Husband then returned to India and worked there from April 2024 to June 2024, earning about S$2,000 *per* month. From July 2024,

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2 H's 6th Affidavit dated 15 November 2023 ("H6") at p 10; H's Written Submissions ("HWS") at para 6; W's 8th Affidavit dated 9 February 2024 ("W8") at p 9; W's Written Submissions ("WWS") at p 38.

3 H6 at p 10.

4 HWS at para 6.

the Husband found a new job in Singapore, and has remained in that post since July 2024. He earns about S$37,500 *per* month, and his employment contract will end in October 2026.[5]

16 I note that the Wife has challenged, among other things, the Husband's period of employment in India between April and June 2024.[6] I do not find it necessary to make a finding on this for the purposes of this AM hearing. I thus accept the Husband's employment history as set out above.

17 I shall now deal with the other issues.

**Custody, care and control, and access**

18 I shall explain the difference between "custody" and "care and control". "Custody" of the child deals with major decision-making issues relating to the child, such as education and healthcare. However, "care and control" of the child rests with the parent who resides primarily with the child, and that parent decides on the day-to-day decision-making: *TAT v TAU* [2018] 5 SLR 1089 at [7]–[9].

19 The Husband submits that he and the Wife should have joint custody of the Son.[7] The Husband also consents to the Wife having sole care and control over the Son.[8] However, the Husband has alleged that the Wife had breached the interim care and control order on several occasions, and now seeks generous access to the Son.

5 H's 19th Affidavit dated 4 September 2025 ("H19") at p 19.

6 Wife's Final Written Submissions dated 13 May 2026 ("WFWS") at p 9.

7 HWS at para 50.

8 HWS at para 48.

20 In contrast, the Wife seeks sole custody, or alternatively "joint custody in name only" whereby "day-to-day and major decisions are vested in [the Wife]".[9] The Wife seeks sole care and control, with no overnight or unsupervised access for the Husband. I shall discuss the bases for these proposals subsequently in this section.

21 On 12 October 2023, the Family Courts made an interim custody and access order, namely, FC/ORC 5016/2023 ("ORC 5016"). I set out the relevant provisions of ORC 5016 below:

> (1) Pending final determination in the ancillary matters hearing, parties shall have *joint custody* of their child. Decisions with respect to the
>
> > i. Child's education
> >
> > ii. Religious upbringing
> >
> > [iii.] Medical treatment/Vaccinations
>
> shall be made jointly save that at no point shall there be any disruption to the [Son's] current school arrangements unless agreed to by both parties.
>
> (2) Pending final determination at the ancillary matters hearing, the *[Husband] shall have access* to [the Son] as follows:
>
> > i. [Husband] be allowed to meet the [Son] at the [Son's] residence at least 2 days in the school week after school. The [Wife] shall be informed of the time the [Husband] will be arriving and the [Wife] shall allow such access. If the [Son] prefers to meet [the Husband] at the play areas/swimming pool of the residence, this is permitted. The [Son's] after school schedule is to be provided to the [Husband] and the [Husband] is at liberty to propose the times of access before or after such classes and shall not be prohibited from access on account of the [Son] having to attend such classes. The address of the [Wife] shall be provided to the [Husband].
> >
> > ii. The [Husband] is allowed to have access to the [Son] every Saturday or Sunday from 1 pm to 6 pm provided that the place that the [Son] is at is informed to the

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9 WWS at p 96.

> [Wife], the [Husband] picks up and drops the [Son] off at his residence and the [Son] is able to contact his mother during access via his mobile phone.
>
> iii. School holiday access, overseas and birthday access shall be determined once the residence and employment status of the parties are confirmed.
>
> iv. Neither party shall take the [Son] out of Singapore without the permission of the other parent or via a court order. The Immigration and Checkpoints Authority of Singapore shall be informed of this restriction by the [Wife's] counsel upon extraction of this order.
>
> v. Remote Access: [Husband] be allowed to have a 2 times a week [video] call with the [Son] at a time that is convenient to the [Son].
>
> vi. In the event the [Husband] is not able to have access to the [Son] due to his not being in Singapore, he shall inform the [Wife] at least 7 days prior to the date of intended access.
>
> [emphasis added]

***Custody***

22 To recapitulate, the Husband seeks joint custody. The Wife seeks, in effect, sole custody.

23 Under s 125(2) of the Women's Charter 1961 (2020 Rev Ed) ("Women's Charter"), when determining in whose custody a child should be placed, the paramount consideration is the welfare of the child. The court has held that the making of a joint custody order or no custody order would be "very much in the welfare of the child" (*CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 ("*CX*") at [27]). As stated in *CX* at [26]:

> … There can be no doubt that the welfare of a child is best secured by letting him enjoy the love, care and support of both parents. The needs of a child do not change simply because his parents no longer live together. Thus, in any custody proceedings, it is crucial that the courts recognise and promote joint parenting so that both parents can continue to have a direct involvement in the child's life.

24 A sole custody order should only be ordered in exceptional circumstances, such as where there is physical, sexual or emotional abuse by one parent, or a situation where the relationship of the parties is such that co-operation is impossible and this lack of co-operation is harmful to the child: *CX* at [38]. This case does not fall within the exceptional circumstances.

25 The Wife's submissions acknowledge the difference between custody on the one hand, and care and control on the other. However, the Wife does not clearly explain which reasons go to sole custody, and which reasons go to care and control. Therefore, I assume that her submissions go to both custody, and care and control.

26 The Wife submits that the Husband has no history of independent caregiving, and that the Wife has been the primary caregiver for the Son.[10] Even if this is true, this fact alone does not necessarily support an order of sole custody. Parenting is a joint responsibility. I do not think that the Husband leaving the marital home justifies a departure from joint custody. The fact of divorce or separation does not in itself support an order for sole custody.

27 The Wife asserts that the Son has flourished under her care.[11] She submits that the Son has done well in school, has participated in extracurricular activities, and is emotionally stable. It appears that the Wife has had a positive impact on the Son's life. However, this does not mean that she should be given sole custody of the Son. In my view, sole custody of the Son would not be in the best interests of the Son. I see no reason why the Son would not benefit from his father being involved in his life. The Husband should play a part in making

10 WWS at pp 98–99 and 107–109.

11 WWS at pp 102–104.

important decisions regarding the Son. As in *CX*, the welfare of a child is best preserved through the involvement of both parents. A joint custody order preserves *both* parents' role in the child's life.

28 The Wife alleges that the Husband has a "pattern of non-disclosure and false pleadings concerning his employment, residency and income".[12] The Husband makes similar allegations about the Wife. I find that much of the alleged non-disclosures and falsities by the Husband (as submitted by the Wife) are exaggerated and imaginary, which I shall elaborate on below. In any case, the tit-for-tat allegations may not be directly relevant to the issues of custody, and these allegations are more relevant to the issues of matrimonial assets which I shall discuss below.

29 The Wife also criticises the Husband's lifestyle. The Wife alleges that the Husband frequently gambles, drinks and smokes. The Wife further alleges that the Husband returns home at late hours, and that this is "inconsistent with regular caregiving routines".[13] I fail to see how this can justify sole custody. Abstemiousness is not a prerequisite for custody. Gambling, drinking and smoking are not in themselves abusive, if these habits are not overly excessive. They certainly do not make co-operation impossible.

30 The Wife further alleges that the Husband has neglected the Son.[14] The Wife has raised a long list of such instances, which does not require setting out in full detail. Generally, the Wife alleges that the Husband failed or neglected to pay attention to the Son's diet or preferences, did not sufficiently participate

[12] WWS at p 111.

[13] WWS at p 111.

[14] WWS at pp 112–118.

or show interest in the Son's education, exposes the Son to unknown third-parties, and that there was a general lack of involvement in the Son's life. The Husband, on the other hand, has given examples that show he cared for the Son and that the Wife made it difficult for him to have access of the Son. The allegations by the Wife do not constitute exceptional circumstances that warrant an order for sole custody in the Wife's favour. There is evidence that the Husband has shown interest in the Son's wellbeing. This is borne out by the Wife's own evidence. In relation to the Son's education, there is some evidence that the Husband had liaised with potential schools for the Son to attend.[15] The Husband has also submitted that he had asked for the Son's school books during the access periods.[16] The Wife did not dispute this.

31 I accept that the Wife has been, and continues to be, the primary caregiver. I also accept that the Husband has had a reduced role in the Son's life, particularly due to the divorce and the Son staying with the Wife. However, these are not exceptional circumstances justifying sole custody in favour of the Wife.

32 The Wife has made various allegations against the Husband for abuse towards her and the Son. The allegations of abuse are based on emotional and financial abuse. These go to the Husband's lack of participation in the Son's life and failure to comply with the interim maintenance orders, the Husband's cancellation of the Wife's Dependant's Pass on a previous occasion, and the Husband abandoning the family.[17] I do not think that these constitute abuse of the Son, such that a sole custody order for the Wife is necessary. I have

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15 W's 8th Affidavit dated 9 February 2024 ("W8") at p 240; H6 at p 322–326.

16 HWS at para 50.

17 WWS at p 117.

addressed the Husband's alleged lack of participation in the Son's life above at [30]. As for the non-compliance with the interim maintenance orders, there were several instances in which the Wife had to take out enforcement applications against the Husband. However, I note that the last of the enforcement applications was in January 2024, and it appears that the Husband has been complying with the interim maintenance orders since then.[18] In relation to the Husband's cancellation of the Wife's Dependant's Pass at the beginning of the divorce, this was a one-off act targeted at the Wife, and the situation was later remedied at the court's direction. This is not an abusive act *in relation to the Son*. As I have mentioned above, I do not think that the Husband leaving the family in itself justifies a sole custody order in favour of the Wife. One parent leaving the family home does not *ipso facto* constitute an exceptional circumstance to justify a sole custody order in favour of the other parent.

33 As noted in *CX* at [37], a joint custody order may be necessary to send a message to the parties to co-operate with one another for the benefit of the Son, whom they love dearly. The Son is about 10 years old. His life will be indelibly shaped by the choices made for him in the next decade or so. I decline to exclude one parent from the Son's life, as it will not be in his best interests. In spite of the parties' myriad differences (and the Wife has listed in excruciating detail a laundry list of the Husband's supposed missteps),[19] the fact remains that the parties have a higher responsibility to their child. A joint custody order is intended to remind the parties that they are not to maintain forever the hostility between themselves, but are to work together, and guide the Son *in the way that they as his parents think best*. That duty applied when

18 WWS at p 15.

19 WWS at pp 98–134.

they were married, and that duty applies when they are no longer so. For the reasons above, I order that the parties shall have joint custody over the Son.

### *Care and control, and access by the Husband*

34 The Husband submits that the Wife should have sole care and control of the Son.[20] The only issue is to consider the specific arrangements for access and orders sought by the parties.

35 The Wife submits that the Husband should not have overnight access, and that all access should be supervised. She proposes that the Husband be given twice-weekly video calls with the Son and supervised in-person access once a week.[21]

36 The Husband seeks overnight access on four nights *per* week (that being two nights on weekdays, and two nights on weekends, specifically Friday and Saturday night). The Husband also proposes that he should have access for half of the Son's vacations, half of public holidays, access from 3pm to 9pm on the Son's birthday, and video calls at least thrice a week. The Husband further seeks permission to take the Son for overseas trips during the Son's school holidays. The Husband prays for all access to be unsupervised.[22]

37 The interim access order is set out above at [21]. I am of the view that the provisions therein should stand, save for the clarifications below.

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20 HWS at para 48; WWS at p 98.

21 WWS at p 131.

22 HWS at para 53.

38 The Wife has made much of the need for stability in the Son's life. I agree. Stability is best maintained by continuing the interim access orders in ORC 5016. In relation to supervised access, *APE v APF* [2015] SGHC 17 stated that supervised access would only be appropriate in the following situations (at [32]):

> (a) there are serious welfare concerns regarding the non-custodial parent such as violence or inappropriate parenting if the child were left unattended with the non-custodial parent;
>
> (b) on an examination of the state of the relationship between the non-custodial parent and the child before the commencement of the divorce proceedings and after the commencement of the divorce proceedings, it is found that the child has been estranged from the non-custodial parent such that the parental-child relationship is in need of serious repair (for instance, if the child is fearful in meeting the non-custodial parent); or
>
> (c) factors exist such that it is difficult for unsupervised access to be effectively implemented (*eg*, where the relationship between both parents is so acrimonious that the custodial parent frustrates the effectiveness of unsupervised access orders and unsupervised access is not possible without detriment to the child).

39 I note that the Wife has raised concerns such as those set out above at [30]. While these are understandable, I do not think that they justify preventing overnight access or requiring supervised access. For example, in relation to the Wife's allegations that the Husband frequently goes out late, there is no indication that the Husband will do so on nights that the Son stays with him.

40 At the same time, I do not think that the Husband's proposals are appropriate. The Son has been staying with the Wife his entire life. A sudden shift to staying with the Husband for four nights a week is not in the Son's best interests at this juncture, especially when the Husband has not had overnight access under ORC 5016. Furthermore, the Husband has stated that his current employment contract is set to end in October 2026.[23] In view of the fact that the Husband had previously returned to India when his previous Singapore-based job ended, now is not the right time to make orders as to overnight access. That said, I do not close the door on the Husband receiving overnight access. In particular, it is open to the Husband to apply to seek a common-sense variation of this order when his employment status and residence are clearer.

41 In relation to bringing the Son overseas, neither parent may take the Son out of Singapore without the other's consent, unless with a court order. I decline to permit the Husband to bring the Son overseas at this juncture for similar reasons to those set out above, and particularly because the Husband has not yet been granted overnight access.

42 As for school holidays, I direct that the Husband shall have access thrice a week, on days and times to be mutually agreed on by the parties. The parties are to discuss and agree in good faith, and to the best of their abilities. For completeness, the Husband need not only see the Son between 1pm and 6pm. If the Husband has access in the evenings, he is to bring the Son back to a mutually-agreed location (and failing which, the Wife's residence) by 9.30pm.

[23] HWS at para 6.

## Matrimonial assets

### *Determining the pool of matrimonial assets*

*The appropriate date*

43 The default date for the identification of the matrimonial assets is the date of the IJ: *ARY v ARX* [2016] 2 SLR 686 ("*ARY*") at [31].

44 The Husband submits that the default date should apply.[24] In contrast, the Wife takes the position that assets accumulated by the Husband after the IJ, such as the salary from the Husband's current job,[25] and bonuses received by the Husband from his current job, should be deemed matrimonial assets.[26] The basis for this submission is that the Husband has allegedly concealed assets, and that these assets are "directly relevant to maintenance, to tracing and to the quantification of add-backs/undisclosed resources".[27]

45 The IJ "puts an end to the marriage contract and indicates that the parties no longer intend to participate in the joint accumulation of matrimonial assets nor in any further joint investment in any matrimonial assets with the associated market risk of a fall in the value of those joint investments, unless there is evidence to substantiate a mutual intention to the contrary": *AJR v AJS* [2010] 4 SLR 617 at [4].

46 Although the court retains the discretion to adopt a different date for identifying the pool of matrimonial assets (*ARY* at [31]), this is not an

24 HWS at para 57.

25 W8 at p 9; WWS at p 139.

26 WWS at p 171.

27 WWS at p 195.

appropriate case to do so. While a "tremendous" increase in assets can justify a shift in the operative date (*ARY* at [42]), the fact that the Husband is now in a higher-paying role does not in itself justify a shift in the operative date to one *after* the marriage contract ended. The fact that the pool of matrimonial assets is relatively small as of the date of the IJ does not necessarily mean that it is fairer to adopt a different date for ascertaining the pool of matrimonial assets. I further disagree with the Wife's submission (as I shall explain below) that the Husband has been concealing assets. I thus take the date of the IJ, *ie*, 12 October 2023, as the date to determine the pool of matrimonial assets.

47 In this judgment, I shall convert the foreign currency value of the assets to the approximate value in Singapore Dollars for easy reference. The conversion rate for Indian Rupees to Singapore Dollars as at the AM hearing was approximately INR1:SGD0.013. The conversion rate for Hong Kong Dollars to Singapore Dollars as at the AM hearing was approximately HKD1:SGD0.16. The exchange rate used should generally be as at the date of valuation. However, the applicable conversion rate for bank accounts should be as at the date of the IJ: *XPG v XPH* [2026] 3 SLR 426. The conversion rate for Indian Rupees to Singapore Dollars as at the IJ date was approximately INR1:SGD0.016. The conversion rate for Hong Kong Dollars to Singapore Dollars was approximately HKD1:SGD0.017.

*Assets within the pool of matrimonial assets*

48 The definition of a "matrimonial asset" is set out in s 112(10) of the Women's Charter:

> In this section, "matrimonial asset" means —
>
> > (a) any asset acquired before the marriage by one party or both parties to the marriage —

(i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or

(ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and

(b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,

but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

49 The Wife has alleged that the pool of matrimonial assets should be valued at S$23,486,834,[28] which she subsequently increased to S$26,054,971.[29] The Wife's primary basis for the astronomical figure is due to her self-serving, erroneous, and inflated calculations of the Husband's earnings. On the Wife's own admission (which I shall discuss below), these are not based on the Husband's actual earnings, but on the Wife's own *estimates* of the Husband's potential and projected earning capacity. The correct approach for the determination of the parties' matrimonial assets must be founded on the *actual* earnings and assets supported by evidence, and not on future or projected earnings as determined by the Wife. The Wife has also alleged that the Husband owns numerous assets. These are mere assertions that are seldom backed by evidence. For the reasons which I set out below, I find that the pool of matrimonial assets is much smaller than that claimed by the Wife.

28 WWS at p 209.

29 WFWS at p 50.

50 I shall now identify which assets are within the matrimonial pool, and which assets are not.

(1) Bank accounts in the Husband's name

51 The first category of assets that forms part of the matrimonial pool are the contents of the bank accounts in the Husband's name as at the date of the IJ. The Husband has explicitly referred to these as matrimonial assets.[30] These bank accounts are with HSBC Singapore, HSBC India, HSBC Hong Kong, the Development Bank of Singapore ("DBS"), the Industrial Credit and Investment Corporation of India Bank ("ICICI Bank"), the State Bank of India, and the Bank of India.

(2) The Husband's share portfolio

52 The second category of assets that forms part of the matrimonial pool is the Husband's share portfolio. The Husband has declared the shares as at the date of the IJ. The Husband owned 14,000 HSBC shares traded on the Hong Kong Stock Exchange ("HSBC HK shares"), 6,000 shares in Mirion Technologies, and 150,000 shares in the Industrial and Commercial Bank of China.[31] The Wife alleges, without proof, that there are other shares owned by the Husband. I shall explain in the next section of this judgment why I am unable to accept the Wife's bare assertions.

(3) Jewellery in the parties' possession

53 The third category of assets that forms part of the pool of matrimonial assets is the gold and jewellery held by the parties. These are assets which the

[30] HWS at p 17.

[31] HWS at p 17; H6 at p 608.

parties agree are matrimonial assets (notwithstanding that jewellery of no substantial value is normally considered *de minimis* and not taken into account, as held in *Yeo Gim Tong Michael v Tianzon Lolita* [1996] 1 SLR(R) 633 at [13]), or those that are interspousal gifts that should be included in the matrimonial pool for division. In general, interspousal gifts "which do not originate from a third-party gift or inheritance… are not 'gifts' for the purposes of s 112(10) of the [Women's Charter], and therefore constitute matrimonial assets for division": *Tan Hwee Lee v Tan Cheng Guan* [2012] 4 SLR 785 at [30]. I acknowledge that an interspousal transfer of assets *can* nonetheless constitute a gift causing the asset to fall outside the pool of matrimonial assets. In determining this issue, the intentions of the parties are relevant, and this is ultimately a question of fact: *CLC v CLB* [2023] 1 SLR 1260 ("*CLC*") at [56]. In this case, the parties' intentions regarding these gifts have certainly not been expressed or evidenced in the "clear and unequivocal manner" as contemplated in *CLC*.

54 The first asset falling within this category is the gold chain held by the Husband, which the parties value at S$1,000.[32] The other assets consist of three sets of jewellery acquired during the marriage, with a total value of S$30,800.

(a) The first is a gold necklace valued at S$20,800. This was purchased on 9 November 2020, from Maxi Cash Retail Pte Ltd ("Maxi Cash"), and given by the Husband to the Wife.

(b) The second consists of two purchases of jewellery of a total value of S$5,000 on 25 October 2021, also from Maxi Cash.

32 HWS at para 14; H6 at p 4; WWS at p 191.

(c) The third consists of a gift of jewellery valued at S$5,000 from the Husband to the Wife on 17 November 2022.

55 It is not disputed that the first and third items listed above were purchased by the Husband and subsequently kept by the Wife.[33] However, the Wife denies knowledge of the second item.[34] I am satisfied on the balance of probabilities that such purchases occurred. It is undisputed that the Husband was the sole breadwinner during the marriage. The Husband has provided evidence of payments totalling S$5,000 to Maxi Cash on 25 October 2021.[35] There is nothing to indicate that the purchases on 25 October 2021 (which were from the Husband's bank account) originated from a third-party gift or inheritance.

56 I note also that the Wife sold the gold necklace on 17 August 2022.[36] This was after the Husband filed the writ of divorce on 5 August 2022. The Wife claims to also have sold other pieces of jewellery after the Husband left the home.[37] Under *TNL v TNK* [2017] 1 SLR 609 ("*TNL*") at [24], where divorce proceedings are imminent or afoot, neither party is permitted (without agreement from the other spouse) to draw down substantial sums from the pool of matrimonial assets. I am of the view that the gold necklace valued at S$20,800 (and the other pieces of jewellery listed above) falls under this category, and is certainly not akin to the "daily, run-of-the-mill expenses" referred to in *TNL* as falling outside this rule.

33 H6 at p 5; W8 at p 13.

34 W8 at p 13.

35 H6 at p 39.

36 W8 at p 123.

37 WWS at p 75.

57 I therefore include the value of the above jewellery in the pool of matrimonial assets.

*Assets not within the pool of matrimonial assets*

58 There is a long list of assets that the parties, particularly the Wife, submit should form part of the pool of matrimonial assets, but are not in fact matrimonial assets (or do not exist).

(1) The Husband's Standard Chartered bank account

59 The first of these is the contents of the Husband's Standard Chartered bank account. The Wife is of the view that this is an undisclosed asset, and part of the Husband's "pattern of denial and cheating".[38] I disagree, as there is no proof of any dishonesty. I accept the Husband's submission that this bank account was opened only in July 2024, several months after the date of the IJ, and was for the purpose of receiving the Husband's income from his current employment, as the Husband has adduced a document by Standard Chartered titled "Confirmation of Account Opening" dated 10 July 2024.[39] Since such income constitutes assets accumulated after the IJ, such income should not be included in the pool of matrimonial assets.

(2) Shares supposedly owned by the Husband

60 The second category of these assets are shares supposedly owned by the Husband.

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[38] WWS at pp 45 and 60.

[39] H19 at pp 48–49.

61 The Wife alleges that the Husband supposedly held or holds 4,343 HSBC Holdings PLC shares.[40] The basis for the Wife raising these alleged shares is an undated photograph which shows that shares were awarded to the Husband in 2016, 2017 and 2018.[41] The Husband alleges that these are HSBC HK shares, not HSBC Holdings PLC shares (*ie*, shares traded on the London Stock Exchange).[42] I disagree. The photograph exhibited by the Wife indicates that the listing code for the stock in question is "HSBA", which matches that of HSBC Holdings PLC. The exchange listed in the photograph also seems to be the London Stock Exchange.

62 Nonetheless, I do not think that this assists the Wife very much. It seems that the shares in question were *awarded* in 2016, 2017 and 2018. However, about two-thirds of these shares were due to *vest* in 2019 onwards. In fact, the Wife's own evidence shows that even when shares were awarded, they were not released to the Husband immediately.[43] The Wife accepts that the Husband left HSBC in 2018,[44] and I accept the Husband's explanation that as a result of his departure from HSBC, the majority of the shares would never have vested (*ie*, come under the Husband's control or be available for sale). Thus, the unvested shares are not included in the pool of matrimonial assets.

63 I further note that even if such shares existed and were included in the matrimonial pool, the value would not be as high as the approximately

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[40] WWS at p 199; W8 at p 112.

[41] W8 at p 112.

[42] HWS at para 10.

[43] W's Index of Exhibits ("WIE") at pp 51–52.

[44] WWS at p 38.

GBP2,708,384, or about S$4,947,083, alleged by the Wife.[45] This value seems to be derived from an assumption that each share is valued (at the time of submissions) at about GBP623, or around S$1,139. That is not the case. The price of such shares has never (at the time of this judgment) reached that value. It appears that the Wife has arrived at the high figure under the assumption that the unit price of shares is listed in pounds sterling in the London Stock Exchange, which has led to the Wife misinterpreting its value. The unit value of shares traded on the London Stock Exchange is not listed in pounds sterling (which is what the Wife has assumed). Rather, the listing price is in "GBp" or "GBX", or pence. This may explain the Wife's miscalculation. In reality, the value of the HSBC Holdings PLC shares (if they were to be included in the matrimonial pool) would be one *per cent* of what the Wife claims it to be, or about S$49,708.

64 In any event, that the shares vested in the Husband does not automatically mean that the shares must be included in the pool of matrimonial assets, as asserted by the Wife. The operative date in determining the pool of matrimonial assets is the date of the IJ, (*ie*, 12 October 2023) (see [46] above). Even if these shares had indeed vested in the Husband, this would not make a difference, as they were not held by the Husband *at the date of the IJ* and there is no indication of unwarranted dissipation or disposal of the said shares. I also do not think that the failure to disclose these shares by the Husband calls for an explanation. The shares were not owned by the Husband at the time of the IJ, and I do not consider that there has been any dissipation of these shares.

65 The Wife has made allegations as to the Husband's other shareholdings. This includes Indian shares supposedly held by the Husband, and that the

45 WWS at p 65.

"actual amount of shares held in India must be not less than S$500,000".[46] This is on the basis of an Indian tax return purportedly filed by the Husband, and adduced by the Wife. I shall discuss this tax return in greater detail below. Suffice to say for now that I find the Wife's evidence to be unreliable, and that it does not support the Wife's allegation. There is also no other independent or objective evidence to support the Wife's allegation that the Husband owns Indian shares. Further, the Wife has indicated that these Indian shares should be valued at S$221,025.[47] This is inconsistent with the Wife's allegation (set out above) that the Indian shares should be valued at "not less than S$500,000". This inconsistency does not assist the Wife's case.

(3) The Husband's provident and retirement funds

66 The Wife alleges that the Husband holds sums withdrawn from various provident funds and other benefit schemes.

67 The first sum alleged by the Wife is about INR2,280,075 (or about S$30,000) from the "Indian Provident Fund".[48] In support of this contention, the Wife has provided an Indian tax return purportedly filed in July 2022.[49] This tax return is in the Husband's name, and contains an entry which refers to an "Indian Staff Provident Fund".[50] The Wife alleges that this proves the existence of the Husband's "Indian Provident Fund" (being a matrimonial asset in the

46 WWS at p 174; WFWS at p 32.

47 WWS at pp 177 and 252.

48 WWS at p 66.

49 W8 at pp 113–119.

50 W8 at p 119.

Husband's possession) and that the Husband had sold, withdrawn, or otherwise disposed of this amount prior to the divorce.[51]

68 I am unsure of how the Husband would have been able to sell (to use the Wife's language) or draw down on this "Indian Provident Fund", and the Wife did not provide any explanation in this regard. Furthermore, the Wife claims that the amount of INR2,280,075 (or about S$30,000) reflects that the Husband has money in the "Indian Provident Fund". However, the entry for this transaction states it is "Income chargeable under Salaries", with the Husband's employer purportedly being HSBC's "Indian Staff Provident Fund". The same amount is reflected elsewhere in the document as the "Gross Salary" or "Basic salary".[52]

69 The tax return purportedly filed by the Husband in July 2022 and the purported acknowledgement from the Indian tax department exhibited by the Wife are suspicious and concerning. The tax return indicates that the Husband was employed by HSBC India (or HSBC's "Indian Staff Provident Fund") in 2022. The Wife agrees that the Husband left HSBC India in 2015, and had left HSBC Hong Kong in 2018 or 2019,[53] and was working in Singapore (for a different company) in 2022. I do not see how the Husband could have been working for HSBC India at the same time, or why his Indian tax return would reflect HSBC India (or HSBC's "Indian Staff Provident Fund") as his employer. Furthermore, the income reflected in the Indian tax return exhibited by the Wife appears to be at odds with the Husband's declared income in Singapore for the Year of Assessment 2021–2022. The Husband's assessed salary (in Singapore)

51 W8 at p 29; WWS at p 66.

52 W8 at pp 114–115.

53 W8 at p 22; WWS at p 194; WFWS at p 29.

in 2022 was about S$376,000.[54] However, the Indian tax return exhibited by the Wife indicates that the Husband's *total* annual income was INR5,071,029 (or about S$67,000), with an annual salary of INR2,230,075 (or about S$30,000).[55] The Wife did not explain the significant discrepancy regarding this issue. Thus, the Indian tax return and the acknowledgement exhibited by the Wife are deeply suspicious and unreliable. There is insufficient evidence for me to conclude that the assets reflected in the Indian tax return exist, and I decline to include these purported assets into the pool of matrimonial assets.

70 The Wife has urged the court to draw an adverse inference against the Husband on this issue.[56] I am of the view that there is insufficient basis to draw an adverse inference against the Husband in this regard. Drawing an adverse inference requires that there is a substratum of evidence that establishes a *prima facie* case against the party against whom the inference is to be drawn, and that party has particular access to the information he is said to be hiding. There must also be some evidence that the party has sought to conceal or deplete the assets: *WRX v WRY* [2024] 1 SLR 851 at [38]. The Wife has failed to satisfy these conditions.

71 There is no substratum of evidence against the Husband that establishes a *prima facie* case. The "evidence" in this regard consists of a tax return in the Husband's name which is of questionable authenticity. The listing of the Husband's employer as HSBC's "Indian Staff Provident Fund" (when the Husband was not working for such an entity at that time, but was working for Barclays in Singapore) undermines the veracity of the evidence. The Husband

54 H6 at p 526.

55 W8 at p 118.

56 WWS at p 66

has provided bank statements from his various bank accounts around the time of the IJ. I shall explain below that there is nothing suspicious about the balances in these accounts.

72 The second sum or asset alleged by the Wife to be part of the pool of matrimonial assets is about HKD569,133.76 from the "HSBC Group HK Local Staff Retirement Benefit Scheme" ("HSBC Retirement Fund") or sums allegedly from Hong Kong's Mandatory Provident Fund Scheme.[57]

73 The thrust of the Husband's submission is that the only retirement or provident fund in his name is the HSBC Retirement Fund, and that he has no contributions under the Mandatory Provident Fund Scheme. The Husband argues that since he did not retire from HSBC, he never received any amounts under the HSBC Retirement Fund.[58]

74 I accept the Husband's explanation. The Wife has not explained how or why the Husband would have had such amounts released to him, or why such amounts should be considered matrimonial assets.

75 I also accept the Husband's submission that there are no amounts in his name under the Mandatory Provident Fund Scheme. The Husband has shown that there is no record found under his name for the Mandatory Provident Fund Scheme as of 25 August 2020.[59] As he had moved to Singapore in 2019 (and has not worked in Hong Kong since), I see no reason why there would be amounts in the Husband's name under any retirement fund in Hong Kong

57 WWS at p 66; W's 29th Affidavit filed 13 May 2026 at p 5.

58 HWS at para 10, p 13.

59 H6 at p 535.

subsequent to 25 August 2020. Although the Wife has shown that a contribution of HKD7,500 (or about S$1,200) was made between November 2015 and March 2016,[60] this would not necessarily be a contribution to the Mandatory Provident Fund Scheme (which is what the Wife alleges). The relevant portion of the document states as follows:

> The following details are set out to assist you in claiming a deduction, for Hong Kong salaries tax purposes, in respect of the mandatory contributions paid by you as an employee to the Mandatory Provident Fund Scheme *or the employee's contributions paid by you to the recognised retirement scheme applicable to you.*
>
> (emphasis added)

76 In other words, the contribution was not *necessarily* for the Mandatory Provident Fund Scheme. I find it more likely that such contributions by the Husband were to the HSBC Retirement Fund. As I have stated above, I am satisfied that the Husband never actually received these amounts, as he left HSBC before retirement.

77 I therefore decline to include the Husband's provident and retirement funds that the Wife has urged the court to include into the pool of matrimonial assets.

(4) The Wife's undisclosed assets in India

78 The Husband has produced the Wife's Indian tax return that indicates that she derived income of INR280,258 (or about S$3,643) attributable to "[i]nterest" of some sort.[61] However, there is no evidence of how the Wife had attained this (relatively low) income. It appears to be derived from a capital

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60 W8 at p 109.

61 H6 at p 66.

asset. However, I decline to include that asset into the matrimonial pool on the ground of insufficient evidence.

79 The Husband asserts that the Wife has an asset in India, and it should be included into the pool of matrimonial assets. The burden of proof therefore lies on the Husband to show that this asset is a matrimonial asset. Although the Husband has shown that the Wife probably owned an asset (from which she derived income) in 2022, the operative date for determining the pool of matrimonial assets is the date of the IJ, in this case 12 October 2023. The fact the Wife owned an asset sometime in 2022 does not necessarily mean that she owned it on 12 October 2023.

80 I am also of the view that the Husband's evidence is unsatisfactory and insufficient. The Husband's position on the nature of the supposedly-undisclosed asset has been somewhat ambulatory. The Husband's position has vacillated between the Wife owning fixed deposits[62] and her receiving income from certain companies (which I take to mean receiving dividends).[63] In addition, there is no credible evidence on the value of the underlying asset. The Husband has assumed that the relevant interest rate (on the basis that the asset is a fixed deposit) is four *per cent*,[64] from which he posits an asset value of at least S$150,000, but he has not provided any credible evidence to support this. The Husband has not, for example, showed that it would be likely or even possible for fixed deposits at the relevant time to have an interest rate of four *per cent*. As for the Husband's alternative claim that the income is connected

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[62] HWS at para 18.

[63] HWS at para 19.

[64] H6 at p 6.

with a company or group of companies controlled by the Wife's family,[65] which I shall refer to as the "V Group", the Husband has not shown that the Wife owns any shares in the V Group. Although the Husband claims that the company identification numbers in the tax return match those of certain companies related to the V Group,[66] he has not provided evidence of this, save a bare allegation that such a connection exists. There is no submission or explanation as to why he has failed to provide evidence in this regard. The Husband has not discharged his burden of proving that the Wife held any such asset as at the date of the IJ.

81 The Wife's narrative regarding her Indian tax return is a bare denial that she paid income tax.[67] She alleges that the Indian tax return was a forgery[68] without any explanation or supporting evidence. The Wife's account about her Indian tax return is unsatisfactory. However, in the light of the unsatisfactory evidence of the value and type of the asset that generated the income mentioned in the Wife's Indian tax return, it is inappropriate to draw an adverse inference against the Wife. Further, there is insufficient evidence that the Wife was trying to conceal this asset (see [70] above). For the reasons above, I decline to include the Wife's alleged undisclosed assets into the matrimonial pool.

(5) Jewellery

82 The Wife alleges that the Husband is in possession of gifts from her family to the Husband and his family, which she values at S$193,543.[69] In support of this assertion, the Wife has exhibited photographs, which are

65 HWS at para 19.

66 H6 at p 92.

67 WWS at p 75.

68 WWS at p 74.

69 WWS at p 165; W's 7th Affidavit dated 15 November 2023 ("W7") at pp 5–6.

apparently of their wedding, and which supposedly show gifts from the Wife and her family to the Husband and his family.[70] There is no clear evidence of the nature of the gifts, or the relevant donors' intentions in making the gifts. To be clear, assets given to the Husband's family members would not, in any event, constitute matrimonial assets, as matrimonial assets are assets acquired "by one party or both parties to the marriage" (under s 112(10) of the Women's Charter). As for the gifts allegedly given to the Husband, the Wife has not provided any evidence on the valuation of the gifts other than her bare assertion. I thus find that the alleged cash and jewellery gifted to the Husband and his family would not be considered part of the pool of matrimonial assets under s 112(10) of the Women's Charter.

83 The Wife also alleges that her family had given her jewellery, and that this has been retained by the Husband and his family.[71] The Wife values the jewellery at S$478,475.[72] There is again no evidence of the gifts besides the Wife's bare assertion. In any event, the Wife submits that these are gifts. If true, such assets would not be considered matrimonial assets. If the Wife's argument is that the jewellery is her property, and wrongfully retained or converted by the Husband or his family, then this is not the appropriate forum to resolve such claims. It is open to the Wife to commence civil proceedings in the appropriate forum.

84 In addition to the jewellery mentioned above at [53]–[57], the Husband alleges that there are other jewellery items that formed part of the family's

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70 W7 at pp 72–128.

71 WWS at p 79.

72 WWS at p 168.

"financial planning".[73] The Husband argues that these were purchased by the Wife, using his debit and credit cards.[74] Thus, the Wife would be in possession of the receipts and the jewellery. The Husband alleges that a "broad-brush approach" would result in the jewellery being valued at over S$100,000.[75] This is a bare assertion of the Husband, and he has not produced evidence to prove this. If the jewellery was indeed bought with the Husband's debit and credit cards, as he alleges, it would follow that he has account statements indicating that such purchases were made. No such account statements have been produced before the court.

85 The Husband further alleges that there was a purchase of S$5,000 worth of jewellery from "Mustafa Pte Ltd". This was supposedly a purchase of jewellery by the Wife on 17 January 2022, the eve of the parties' wedding anniversary.[76] The Husband has produced evidence of payment.[77] He alleges that the purchase must have been made by the Wife as 17 January 2022 was a Monday, and he was working at his office that day. The evidence does not indicate that the purchase was for jewellery. Unlike the purchases from Maxi Cash, which is a pawn shop that also sells jewellery (and I accept on the balance of probabilities that the purchases from Maxi Cash set out above were for jewellery), "Mustafa Pte Ltd" is a large sundry business selling grocery items, electronics, jewellery and other things. A purchase from the latter entity does not necessarily or likely constitute a purchase of jewellery that would constitute a matrimonial asset.

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73 HWS at para 10, p 13; H6 at p 6.

74 H6 at p 6.

75 H6 at p 6.

76 H6 at p 5.

77 H6 at p 39.

86 The Husband has similarly asked the court to include into the pool of matrimonial assets jewellery given by his parents as gifts to the Wife.[78] The evidence exhibited by the Husband are photographs, apparently of the Wife on her wedding day.[79] On the Husband's own allegation, these are gifts. Gifts from third-parties (such as the Husband's family) to one spouse are not matrimonial assets under s 112(10) of the Women's Charter.

87 For completeness, the Wife has raised the concept of *stridhana*,[80] which I understand to be a Hindu law concept relating to a woman's property. The Wife has also raised Indian statutes such as the Hindu Marriage Act 1955 and the Hindu Succession Act 1956.[81] I understand these concepts and legislation to be raised in relation to why certain items of jewellery belong to the Wife. This court is bound to apply the Women's Charter for the division of matrimonial assets. The concept of *stridhana* and Indian statutes do not apply.

(6) Wedding expenses and dowries

88 The Wife submits that the costs of the parties' wedding ceremony is an asset accumulated in the course of the marriage. The Wife alleges that half of such costs (which were incurred by the Wife's parents[82]) should be borne by the Husband.[83] The Wife has not provided any evidence of the expenses incurred by her parents. More importantly, the costs of the wedding cannot be considered as

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78 H6 at p 6.

79 H6 at pp 44–51.

80 WWS at p 79.

81 WWS at p 29.

82 W8 at p 45.

83 WWS at pp 177–180.

a matrimonial asset. As explained in *UMU v UMT* [2019] 3 SLR 504 ("*UMU*") at [8]:

> The definition of a matrimonial asset in s 112(10) of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Charter") focuses on two key features: first, it is an asset acquired *by effort* and not by gift or inheritance, and second, it is an asset acquired *during* marriage or has a connection to the efforts of the spouses *during* marriage. Assets with these two characteristics have been described as "quintessential matrimonial assets": see Leong Wai Kum, *Elements of Family Law in Singapore* (LexisNexis, 3rd Ed, 2018) ("*Family Law*") at para 16.041; *TNC v TND* [2016] 3 SLR 1172 at [40]; *TND v TNC* [2017] SGCA 34 at [9]. Assets which do not have these characteristics may be "transformed" into matrimonial assets if they were ordinarily used or enjoyed by parties, constituted the matrimonial home or were substantially improved by the efforts of the parties *during* the marriage: see s 112(10) of the Charter.
>
> [emphasis in original]

89 It follows that expenses paid for by the Wife's parents for the wedding ceremony are not matrimonial assets under this definition.

90 The Wife also seeks to claim the dowry paid to the Husband and his family as an asset accumulated by the Husband, and to include it in the pool of matrimonial assets. It appears that the Wife is claiming *three* types of dowries. A dowry of about S$57,463 given during the *rokka* ceremony, a dowry of about S$216,222 given at the ring ceremony, and a dowry of about S$26,534 given during the wedding ceremony.[84] I refer to these collectively as the "Dowries".

91 I decline to include the Dowries in the pool of matrimonial assets. There is no evidence of the value of the Dowries other than the bare assertions of the Wife. Be that as it may, dowries cannot constitute matrimonial assets under the Women's Charter. I have referred to the definition and explanation of a

[84] WWS at pp 178–180.

"matrimonial asset" from *UMU* above. A dowry would not fall under this definition, as it is fundamentally a gift.

(7) Beneficial interests in other assets

92 The Wife alleges that the Husband has beneficial interests in numerous properties and businesses in India.

93 In relation to the properties, the Wife alleges that the aggregate value of the properties is about S$8,000,000.[85] The Wife has not identified exactly how many properties she believes the Husband to have an interest in, but has exhibited some documents related to just two properties.[86] The documents do not show that the Husband is the owner of the properties. At the hearing, she admitted that she did not know who owns the properties. The only tenuous link to the Husband is that the purported owners of the said properties have the same surname as the Husband. This does not lead to any inference that the Husband has a beneficial interest in the properties. The Wife has alleged that the Husband has used the addresses of the properties,[87] but that too does not lead to any inference that he has an interest in the properties. It is possible, for example, that these are properties owned by the Husband's relatives and the Husband has used them as forwarding addresses. That does not mean the Husband has an interest in the properties, and that the properties thus constitute matrimonial assets. Whoever asserts has to prove it. There is insufficient evidence to show that the Husband owns these properties, and I hence decline to include these properties into the pool of matrimonial assets.

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85 WWS at p 165.

86 W8 at pp 99–102.

87 WWS at p 166.

94 Furthermore, there is no evidence on the value of the Husband's alleged interests (if any), or even the value of the properties in general. In fact, the Wife's submissions appear to acknowledge this issue. In particular, the Wife's submissions state:[88]

> These figures are not advanced as formal valuations, but to illustrate materiality and why disclosure/valuation directions and adverse inference are warranted if the [Husband] withholds primary records.

95 There are similar issues with the Wife's allegations that the Husband has undisclosed interests in his family companies. These are bare allegations from the Wife and do not justify adding any asset into the matrimonial pool or drawing any adverse inference against the Husband. The Wife has exhibited what she claims is a "matrimonial card" showing the Husband's business interests in several companies in India.[89] This is in the form of a poster that names several companies. There is clearly insufficient evidence to infer, simply from the names of the companies, that the Husband has any connection to or interest in them.

(8) Other alleged undisclosed assets

96 In addition to the above, the Wife makes several assertions of other sources of income or undeclared assets of the Husband. I shall address these together.

97 First, the Wife alleges that the Husband "operates as an angel investor, realising capital gains while pleading poverty".[90] The basis for this is an entry

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88 WWS at p 166.

89 W8 at p 98.

90 WWS at p 64.

in the same tax return discussed above at [67]–[71]. I have explained above why I decline to rely on this piece of unreliable evidence, and those reasons apply here.

98 Second, the Wife makes bare assertions that the Husband is hugely wealthy. She alleges that the Husband is a "billionaire",[91] "has been amongst the highest paid earners in Singapore", "is amongst the highest paid earners in the world", and "belongs to a Royal [*sic*] renowned illustrious Family [*sic*] of [the Husband's hometown]".[92] I have seen no evidence that the Husband is in fact a billionaire, nor that his earnings are indeed at the level the Wife alleges (which is also inconsistent with [15] above). Similarly, there is no evidence as to the Husband's purported royal lineage, and this is not relevant to the issue of matrimonial assets (that being assets accumulated *by the parties in the course of the marriage*).

99 Third, the Wife has alleged that the Husband is incredibly wealthy, and has the means to retire.[93] In support of this, the Wife has compared the Husband to an apparently-wealthy man named "Daniel George", who was able to retire young, to illustrate that the Husband can afford to retire.[94] The *Husband is not Daniel George*. The Wife has portrayed the Husband as a very wealthy person without any proof, and has compared him to a different person in a different position. This is irrelevant and unhelpful. The Wife has also exhibited multiple photos to show that the Husband is "enjoying a luxurious life".[95] This evidence

91 WWS at p 46.

92 W8 at p 7.

93 W8 at p 7.

94 W8 at p 204.

95 WIE at p 127.

is not helpful, as there is no indication of when and where the photos were taken. It is unwise to use such curated images, of unclear date and context, to show that a particular party has more assets than claimed.

100 To recapitulate, the pool of matrimonial assets is as follows:

| **S/N** | **Category** | **Asset** |
|---|---|---|
| 1 | Bank Accounts | HSBC Singapore account |
| | | HSBC India account |
| | | HSBC Hong Kong account |
| | | DBS account |
| | | ICICI Bank account |
| | | State Bank of India account |
| | | Bank of India account |
| 2 | Shares | 14,000 HSBC HK shares |
| | | 6,000 shares in Mirion Technologies |
| | | 150,000 shares in the Industrial and Commercial Bank of China |
| 3 | Jewellery | Gold chain held by Husband valued at S$1,000 |
| | | Gold necklace valued at S$20,800, purchased on 9 November 2020 |
| | | Two purchases of jewellery with a total value of S$5,000, purchased on 25 October 2021 |
| | | Jewellery worth S$5,000, given by the Husband to the Wife on 17 November 2022 |

### *The Husband's use of matrimonial assets to allegedly pay interim maintenance*

101 I note that the Husband has admitted to drawing down on the pool of matrimonial assets, specifically by selling his shares. He alleges that this depletion of about S$250,000 was necessary to satisfy the interim maintenance orders.[96] The Husband has submitted that the matrimonial assets *in his possession* are now worth about S$103,000.[97] The Husband should not be allowed to reduce the size or value of the pool of matrimonial assets in this way. As I have found above, these shares are matrimonial assets (identified as of the date of the IJ).

### *Valuation of the matrimonial pool*

102 The default date for the *valuation* of the matrimonial assets is the date of the AM hearing: *BPC v BPB* [2019] 1 SLR 608 at [49]. The exception is that balances in bank and Central Provident Fund (or such similar funds or schemes) accounts shall be valued as of the date of the IJ, as the assets are the monies themselves, and not the accounts: *CLT v CLS* [2021] SGHCF 29 at [6].

103 I shall now ascertain the value of the matrimonial assets.

#### *Bank accounts*

104 I begin with the bank accounts. To recapitulate, I have found that the monies in the bank accounts in the Husband's name with HSBC Singapore, HSBC India, HSBC Hong Kong, DBS, the ICICI Bank, the State Bank of India, and the Bank of India, are matrimonial assets. The contents of the Husband's

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96 HWS at para 14.

97 HWS at para 14.

bank account with Standard Chartered (which I accept are used primarily to receive the Husband's income from his present employment) are not included as they were accumulated after the date of the IJ (and are therefore not matrimonial assets).

105 The Husband submits that the total cash value in the bank accounts as at the date of the IJ is S$60,129. The Husband has provided bank statements for the above bank accounts, all relatively close to the date of the IJ.[98]

106 In contrast, the Wife alleges that the Husband is in possession of cash assets totalling S$12,740,009. This allegedly consists of S$4,644,743 as savings from the Husband's basic salary, and S$8,095,266 as savings from the Husband's bonus over the years.[99] This also includes an interest rate of 12% *per annum*. The basis of the Wife's calculation is as follows:[100]

> In [the Wife's] submission, a rate of 12% per annum is used as a conservative proxy for the economic benefit and/or opportunity cost associated with [the Husband] retaining and controlling the incremental assets during the relevant period. This proxy is materially below prevailing market rates for unsecured borrowing in India, which commonly fall in the range of approximately 18%–25% per annum, and can in some cases be materially higher (including rates approaching 45% per annum depending on product and risk).

107 I disagree with the Wife's valuation and methodology for several reasons.

(a) First, it appears that the Wife has included the Husband's earnings from his employment before the marriage, as well as from his

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98 H6 at pp 542–610.

99 WWS at p 168.

100 WWS at p 181.

current employment, in the calculation.[101] As I have stated above, matrimonial assets are those accumulated *during the marriage*, and up till the date of the IJ.

(b) Second, the Wife has based her calculation on the Husband supposedly saving 65% of his salary and the entirety of his bonus.[102] This is unsupported by the evidence. The Wife alleges that this number is because the Husband has received allowances and subsidies to offset "major living costs".[103] The Wife alleges that this is the case for the Husband's entire employment history. The burden of proof naturally lies on the Wife to prove this. However, even on the Wife's own evidence, not all of the Husband's previous jobs included allowances separate from his base pay. In cases where the Wife has shown *some* allowances were paid, she has not shown that these were not included in the basic compensation package (*ie*, that this was factored into the value of the Husband's compensation package, so that the amounts set out above include the value of allowances).[104] In other words, it has not been proven that the Husband received compensation on top of the amounts set out above at [15], and that the Husband has received additional compensation to an amount that would justify the massive amounts claimed by the Wife. Furthermore, the Husband has provided payslips that indicate that at least some of his previous jobs during the marriage did not include such allowances.[105] While clearer evidence from the

101 WWS at pp 169–171; W8 at p 9.

102 WWS at pp 169–171; W8 at p 9.

103 WWS at p 159.

104 W8 at pp 103–110.

105 H6 pp 168–174.

Husband would have been welcome, he has put forth some cogent evidence to rebut the Wife's claims. The burden of proof always remains with the Wife to show a basis for the 65% savings rate, and she has not discharged this burden. This rate is speculative and an aspirational goal not based on evidence.

(c) Third, I am not satisfied that there is a basis for including an interest rate of 12% *per annum* over and above the amounts the Husband saved. I set out the Wife's further justification for the interest rate below (with exhibit references removed):[106]

> A modest compounding proxy is necessary to reflect time value and opportunity cost where [the Husband] retained and controlled significant cashflows/investments while [the Wife] had no independent income. [The Wife] adopts 12% p.a. as a conservative proxy in the Updated Schedules (as at 31 Dec 2025). This is not an assertion of actual realised returns for every year; it is an evidence-led floor pending full disclosure of [the Husband's] complete bank, brokerage, retirement and share-award records.
>
> This 12% proxy remains materially below what is reasonably achievable for a market professional with [the Husband's] investment-banking profile, access and stated trading activity. By way of example… [the Wife] exhibited a document showing that funds invested through [the Husband's] company account generated approximately 99% profit over a short time frame… If such returns are achievable in his controlled accounts, a 12% p.a. proxy for his personal portfolio is plainly conservative.

I disagree with this characterisation and calculation. The Wife appears to be proceeding on the basis that the Husband was investing the amounts saved from his salary, and that there are additional profits or investments to that declared by the Husband and included into the pool

106 WWS at p 160.

of matrimonial assets above. The investments declared by the Husband and included in the pool of matrimonial assets are commensurate with the Husband's earnings in the course of the marriage. As the Wife herself admits, this proposed interest rate is not based on any actual realised returns, but premised on further disclosure of assets, if any, by the Husband. This interest rate is therefore imaginary and is the Wife's expectation and assumption of the Husband's career and income trajectory. It is based on unrealistic and over-reaching assumptions. The Husband has given satisfactory disclosure as to the matrimonial assets, *which are determined as at the date of the IJ*. As for the Wife's comparison to the Husband's professional role and returns, simply because the Husband may have achieved certain successes in his professional life does not lead to the inexorable conclusion that he would have engaged in the same activities in his personal time, or that he would have had the same success. The Wife has not considered, for example, the possibility that the Husband may have been restricted from trading in the same matters or areas as he was doing in his work. Furthermore, this request for an interest rate of 12% *per annum* is an increase from the Wife's previous position that an interest rate of 10% *per annum* was appropriate.[107] The Wife's position is that this is to take into account the updated period (*ie*, up till December 2025) and the higher returns that she believes were realised by the Husband and that this uplift would be made unnecessary if the Husband provides his "complete investment statements".[108] The Wife will have to adduce evidence, if she believes that the Husband has not made full and complete disclosure. The Wife's

107 W8 at p 10.

108 WWS at p 161.

assertion of the interest rate of 12% *per annum* over and above the amounts the Husband saved is excessive, unreasonable and not supported by the evidence.

108 The same reasons were advanced for the Wife's valuation of the Husband's bonuses, and the same reasons also apply for the rejection of these. I note three further issues with the Wife's submission on this point.

(a) First, the bonus amounts claimed by the Wife in her submissions are markedly increased from her earlier positions. The Wife initially alleged that during the time the Husband worked in Singapore before their divorce, he received a total of S$1,126,051 as bonus,[109] but now she alleges that amount is S$2,201,269.[110] In particular, the Wife had initially claimed that the Husband's bonuses when working with Natwest for about 18 months was S$475,000,[111] but now she claims that the bonus amount was S$870,000. Similarly, the Wife had alleged that the Husband's entire bonus during his 15 months or so with Barclays was S$375,000.[112] The Wife now claims that the Husband received S$750,000 worth of bonuses during that time. There is no basis or explanation for this *ex post facto* inflation of figures besides the Wife's motive to claim more from the Husband.

(b) Second, the bonus amounts alleged by the Wife are rebutted by the evidence. The Husband has provided his tax returns, when he was

109 W8 at p 10.

110 WWS at p 171.

111 W8 at p 10.

112 W8 at p 10.

working in Singapore, for the years 2020, 2021 and 2022.[113] In those years, his total assessed pre-tax income was S$389,070, S$361,830 and S$376,065 respectively. It is clear that these documents contradict the high amounts alleged by the Wife.

(c) Third, the Wife's calculation includes a further supposedly-accrued sum based on a 12% interest rate *per annum*, which is unrealistic and based on speculation and assumption. To set out the relevant section of the submissions in full:[114]

> The figures here are the [Wife's] best estimate on the documents available to her. They assume saving and investment assumptions consistent with the [Husband's] own portfolio statement showing comparable returns.

109 For completeness, I shall address the Wife's allegations that the Husband has been dishonest regarding his previous position (in India), and his present employment. The Wife alleges that the Husband had fabricated his employment in India (including forging an offer letter)[115] to hide his Singaporean income and employment with his current employer. The Wife has made these allegations frivolously and without supporting evidence. This is not the only time the Wife has alleged that the Husband has hidden and undeclared wealth.

110 The Wife's allegation is that the Husband's friend has assisted him in fabricating his employment in India. The "friend" the Wife is referring to is the partner in the Husband's employer in India who had signed the Husband's offer

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113 H6 at pp 524–526.

114 WFWS at p 31.

115 WWS at p 51.

letter. The basis of the Wife's allegation of collusion and/or forgery is that the Husband and the "friend" had attended the same university at around the same time.[116] On this basis, the Wife alleges that the Husband's offer letter and his employment in India was forged. This is pure speculation without evidence and suspicion without proof. On the other hand, the Husband has provided his employment contract, and it shows that the Husband began his current employment in July 2024.[117] In any event, this would not matter as these events took place after the date of the IJ and thus do not go to the issues of matrimonial assets and division thereof.

111 For the above reasons, I am unable to accept the Wife's valuation and calculation of the Husband's cash assets. I am satisfied that the statements of account provided by the Husband are generally a fair reflection of the amounts at the date of the IJ. However, where there has been a slight discrepancy between the amount alleged by the Husband and the amount reflected in the documents (on account of the documents not covering the date of the IJ), I have used the higher amounts. This is because the Husband had access to the bank statements, and if he wished to prove that less monies were in the relevant accounts, it was incumbent on him to exhibit the relevant statements. The amounts in the Husband's various bank accounts that form part of the matrimonial pool as at the date of the IJ are as follows:

| S/N | Bank Account | Amount |
|---|---|---|
| 1 | HSBC Singapore | S$4,868.22 |
| 2 | HSBC India | INR3,287,470.85 (or about S$53,864.88) |
| 3 | HSBC Hong Kong | HKD109.25 (or about S$19.04) |

116 WIE at pp 129–134.

117 H19 at p 19.

| | | |
|---|---|---|
| 4 | DBS | S$515.38 |
| 5 | ICICI Bank | INR254,053.97 (or about $4,162.65) |
| 6 | State Bank of India | S$86 |
| 7 | Bank of India | S$8 |
| **The value of the cash in the Husband's bank accounts as at the date of the IJ** | | **S$63,524.17** |

112 As I have stated above, the value of cash assets is considered as at the date of the IJ. The value of the cash in the bank accounts is therefore S$63,524.17.

*The Husband's share portfolio*

113 I have held at [52] above that the shares owned by the Husband as at the date of the IJ are matrimonial assets. This is in the light of my decision at [101] that the Husband should not be permitted to benefit from drawing down on the pool of matrimonial assets. The Husband's share portfolio is therefore identified as at the date of the IJ (and not based on whatever shares might have been sold after the fact). These are 14,000 HSBC HK shares, 6,000 shares in Mirion Technologies, and 150,000 shares in the Industrial and Commercial Bank of China.[118] To be clear, this does not include any Indian shares supposedly owned by the Husband. I have considered the Wife's allegation above at [60]–[65], and rejected it for the reasons stated therein.

114 I have held above that the shares should be valued as at the date of the AM hearing. I therefore set out the values of these shares in the table below:

[118] HWS at p 17; H6 at p 608.

| S/N | Company | Number of shares | Value |
|---|---|---|---|
| 1 | HSBC HK | 14,000 | S$320,392.80 |
| 2 | Mirion Technologies | 6,000 | S$144,965.04 |
| 3 | Industrial and Commercial Bank of China | 150,000 | S$171,883.50 |
| **The value of the shares of the Husband as at date of the AM hearing** | | | **S$637,241.34** |

115 I therefore find that the value of the Husband's share portfolio is S$637,241.34.

*Jewellery*

116 I have included the five pieces of jewellery (including the one kept by the Husband) in the pool of matrimonial assets. I am satisfied that the total value of the five pieces of jewellery is S$31,800. Four pieces of the jewellery are, or are deemed to be, in the Wife's possession. I adopt the purchase price of the jewellery, as I am satisfied that they are a fair and accurate reflection of their value.

117 From the above, the total value of the pool of matrimonial assets is S$732,565.51. This is reflected in the table below.

| S/N | Asset | Value |
|---|---|---|
| **Assets in Husband's possession** | | |
| 1 | HSBC Singapore account | S$4,868.22 |
| 2 | HSBC India account | INR3,287,470.85 (or about S$53,864.88) |

| | | |
|---|---|---|
| 3 | HSBC Hong Kong account | HKD109.25 (or about S$19.04) |
| 4 | DBS account | S$515.38 |
| 5 | ICICI Bank account | INR254,053.97 (or about $4,162.65) |
| 6 | State Bank of India account | S$86 |
| 7 | Bank of India account | S$8 |
| 8 | 14,000 HSBC HK shares | S$320,392.80 |
| 9. | 6,000 shares in Mirion Technologies | S$144,965.04 |
| 10 | 150,000 shares in the Industrial and Commercial Bank of China | S$171,883.50 |
| 11 | Gold chain held by the Husband | S$1,000 |
| **Assets in Wife's possession** | | |
| 12 | Gold necklace valued at S$20,800, purchased on 9 November 2020 | S$20,800 |
| 13 | Two purchases of jewellery with a total value of S$5,000, purchased on 25 October 2021 | S$5,000 |
| 14 | Jewellery worth S$5,000, given by the Husband to the Wife on 17 November 2022 | S$5,000 |
| **Total value of the pool of matrimonial assets** | | **S$732,565.51** |

118 The next issue is the division of the matrimonial assets between the parties.

**Division of matrimonial assets**

119 The Husband has proposed that the division of the matrimonial assets should be in the ratio of 93.75% and 6.25% in his favour.[119] However, the Wife has proposed the ratio of 70% and 30% in her favour.[120] I note that the Wife's proposals as to division have steadily increased in her favour in the course of these proceedings. Initially, she proposed a ratio of 60% and 40% in the Husband's favour.[121] The Wife had previously also proposed an equal split of the matrimonial assets (save for the jewellery given to the Wife by her family, which was supposedly in the possession of the Husband's family).[122]

120 The parties have made their submissions on the basis of direct and indirect contributions, under the structured approach in *ANJ v ANK* [2015] 4 SLR 1043.[123] However, the present case concerns a single-income marriage. The structured approach does not apply to single-income marriages: *TNL* at [44] and [46]. In long single-income marriages, the trend is towards equal division of matrimonial assets: *TNL* at [48].

121 The Wife has alleged that the present marriage is properly classified as a "long single-income marriage",[124] That is incorrect. The parties were married

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119 HWS at para 32.

120 WWS at p 209.

121 W7 at p 8.

122 W8 at p 45.

123 HWS at para 22; WWS at p 285.

124 WFWS at p 24.

for just under 10 years. The cases considered in *TNL* in arriving at the proposition that long single-income marriages trended towards equal division involved marriages lasting more than 25 years.

122 *BOR v BOS* [2018] SGCA 78 ("*BOR*") is relevant to the present case. It suggests that for marriages of about 10 to 15 years, the trend was for the non-income earning party to receive about 25% to 35% of the matrimonial pool: *BOR* at [113]. The marriage in that case was 11 years long. The court awarded the wife in that case 35% of the matrimonial assets, on the following basis (*BOR* at [114]):

> In the present case, the marriage was on the shorter end of this 10 to 15-year range. On the other hand, however, the Wife was not a typical homemaker in a single income family. Rather, she became *solely* responsible for caring for the family, and particularly the Sons, after the Husband left for China in 2008. We also take into account the fact that she had the assistance of domestic helpers, but even allowing for this, her indirect contributions should be given considerable weight. She had cared not only for the Sons, but also for the Husband's aged parents and daughters from a previous marriage while he was overseas. In the circumstances, we find that the appropriate apportionment is for the Husband to receive 65% of the assets, while the Wife receives 35%.
>
> [emphasis in original]

123 The marriage in the present case lasted close to 10 years. It would appear that the amount granted to the Wife should fall somewhere around 25% of the matrimonial assets (that being the lowest end mentioned in *BOR* at [113]).

124 The question is therefore whether the Wife's entitlement should deviate from this range. In this regard, I unhesitatingly reject the Husband's proposal that the Wife receive only 6.25% of the matrimonial assets. The Husband has submitted that his contributions to the family include "daily household management and maintenance", "educational guidance", "health and wellness",

"social connections", "cultural and values guidance", and "holistic family care".[125] It appears that his submission that he is responsible for a 75% share of the non-financial contributions (though in the context of the structured approach) rests also on his hiring a domestic helper to assist the Wife.[126] It cannot seriously be contested that the Wife was the primary caregiver for the Son for the duration of the marriage. Although the assistance of a domestic helper is relevant to the amount awarded to the non-income-earning spouse (as in *BOR* above), that does not mean that the income-earning spouse can take credit for the work of a domestic helper.

125 I do not agree with the Wife's proposal that she receive 70% of the matrimonial assets. Such an amount would be more than double the amount ordinarily awarded for a single-income marriage lasting 15 years (*BOR* at [114]).

126 The Wife's own case is that she has no assets and no income, and that the Husband was the sole earner in the marriage. I do not think there is any room to dispute that the Husband made all the financial contributions to the marriage. In terms of non-financial contributions, I agree with the observation in *XIK v XIL* [2025] SGHCF 16 at [74] that even though the Wife had the assistance of a domestic helper, that would not negate her efforts in daily household management, or her role as the primary caregiver for the Son. At the same time, there is some evidence of the Husband's involvement at home. He had, for example, been liaising with potential schools for the Son to attend prior to the divorce (which I have mentioned at [30] above), been involved in the Son's

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125 H6 at pp 19–20.

126 H6 at p 21.

educational progress,[127] and had been involved in planning a birthday party for the Son.[128]

127 The Wife has sought to minimise the Husband's involvement, calling her own contributions "total, continuous and irreplaceable".[129] I think this goes too far and the Wife has over-reached somewhat. While the Wife was certainly the primary caregiver for the Son, there is insufficient evidence that the Husband was *uninvolved*. I also do not think that the Wife's assertions about her management of the house and domestic helper as well as caring for the Son match the time and effort invested by the wife in *BOR*.

128 Having regard to all the factors and on a broad-brush approach, I am of the view that it is appropriate to award the Wife 25% of the matrimonial assets. This matches the benchmark set in *BOR* for division following a marriage of about 10 years, and there are no special circumstances, as in *BOR*, that would justify an uplift in this amount.

129 It is not contested that the matrimonial assets (save for the jewellery discussed above at [54]) are in the Husband's possession. I, therefore, order that the sum of S$152,341.38 be transferred to the Wife, that being 25% of the matrimonial assets, less the S$30,800 worth of jewellery deemed to be in her possession.

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127 H6 at pp 245–246.

128 H6 at pp 262–273.

129 WWS at p 206.

**Maintenance**

130 There is presently an interim maintenance order governing maintenance payable by the Husband for the Wife and the Son. The order was made on 14 March 2023 in MSS 2531/2022. The interim maintenance order requires the Husband to pay a total of S$5,360 *per* month. This includes S$2,510 *per* month as maintenance for the Wife, and S$2,850 *per* month as maintenance for the Son.[130]

131 I shall first deal with the maintenance for the Wife, and then the maintenance for the Son.

***Maintenance for the Wife***

132 The Wife submits that the appropriate amount for her maintenance is S$3,900 *per* month. This is an increase of S$1,390 from the interim maintenance order of S$2,510 *per* month. The Wife alleges that the basis for this increased amount is the "updated housing costs and general inflation since February 2024".[131] It is unclear whether this is made by reference to the interim maintenance order, or the Wife's earlier position that maintenance should be set at S$3,467.[132] The breakdown of those expenses claimed by the Wife is as follows:

| S/N | Item | Amount (monthly) |
|---|---|---|
| 1 | Food | S$600 |
| 2 | Transport | S$550 |

130 Notes of Evidence of MSS 2531/2022 ("NE MSS 2531/2022") at p 103 line 32–p 104 line 3.

131 WWS at p 232.

132 W7 at p 4; W8 at p 53.

| | | |
|---|---|---|
| 3 | Mobile phone | S$37 |
| 4 | Rent | S$1,800 |
| 5 | Medical | S$50 |
| 6 | Grooming, toiletries, cosmetics, supplements | S$80 |
| 7 | Clothing & shoes | S$100 |
| 8 | Entertainment and outing, computer gadgets and electronics | S$50 |
| 9 | Dental | S$50 |
| 10 | Overseas travel | S$150 |
| | **Total** | **S$3,467** |

133 For reference, the interim maintenance order for the Wife of S$2,510 *per* month in MSS 2531/2022 is based on the following breakdown:[133]

| S/N | Item | Amount (monthly) |
|---|---|---|
| 1 | Food | S$600 |
| 2 | Transport | S$200 |
| 3 | Mobile phone | S$10 |
| 4 | Rent and utilities | S$1,500 |
| 5 | Medical (including dental) | S$50 |
| 6 | Grooming, toiletries, cosmetic supplements | S$50 |
| 7 | Clothing and shoes | S$50 |

[133] NE MSS 2531/2022 at p 103 lines 19–31.

| | | |
|---|---|---|
| 8 | Entertainment, travel and computer gadgets | S$50 |
| | **Total** | **S$2,510** |

134 The DJ did not award any amount for dental and overseas travel, as these were combined with medical expenses and entertainment expenses respectively. The DJ reduced the amount for transport, on the basis that the Wife and the Son should be taking public transport. The amount granted for rent was to reflect a 1-bedroom apartment, and not a 3-bedroom apartment with a domestic helper, which would have been the situation prior to the divorce.

135 As for the duration of the maintenance order, the Wife submits that the maintenance order should be for 10 years.[134] I note that the Wife had previously indicated that a period of five years' maintenance for her would suffice. The basis for this duration is the Husband's alleged "true earning capacity" of more than S$1,000,000 *per* year, and the Wife's role as a homemaker and "sole day-to-day caregiver". The Wife also submits that having the duration of the maintenance period be approximately equivalent to the years of marriage would be a "fair transition period reflecting the economic consequences of the marital division of roles".[135] While this was not spelled out in the Wife's submissions, it appears that the sum sought was *in addition* to that already paid under the interim maintenance order. The Wife also proposes that maintenance to be paid as a lump sum.

136 In contrast, the Husband argues that no maintenance be granted in the Wife's favour, on the basis of the significant sums paid in compliance with the

134 WFWS at p 49.

135 WWS at p 231.

interim maintenance order. He also said the Wife is highly qualified, holding both an undergraduate degree, as well as achieving a Master of Science in International Management from the University of London.[136]

137 I disagree with the Husband. Under s 69(1) of the Women's Charter, the Wife should be maintained at a standard, which is, "to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage": *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 at [13]. On the facts of this case, given the lifestyle of the family, reasonable maintenance for a limited period is fair.

138 I also disagree with the Wife's submission that she should be given maintenance for 10 years. Maintenance has to be awarded in "a commonsense holistic manner that accords with and takes into account the new realities that follow a failed marriage": *NI v NJ* [2007] 1 SLR(R) 75 at [16].

139 Having considered the issues, I see no reason for disturbing the amounts awarded in the interim maintenance order. The DJ, in dealing with the interim maintenance for the Wife, had carefully considered the Wife's case. I am of the view that the amount awarded in MSS 2531/2022 (*ie*, S$2,510) is reasonable to maintain the Wife.

140 In relation to the maintenance duration, I consider that the 10-year period sought by the Wife is inappropriate, for the following reasons:

(a) First, the Husband's employment is not secure beyond the end of this year. Although he is currently well-paid, the contractual period of employment ends on 31 October 2026. Although the Husband has a

[136] H6 at pp 318–319.

high earning capacity, the reality is that he has faced periods of unemployment and underemployment. In that time, the Husband had to draw upon his own savings to manage his and the family's expenses.

(b) Second, the Wife's latest request for 10 years of maintenance is a doubling of her previous proposal for a maintenance period for five years. She offers no reason for extending the maintenance period, other than the obvious reason that she would like further support. The maintenance for an ex-wife takes into account the fact that the Wife ought to try to regain self-sufficiency, and is not intended to create life-long dependency on the former husband: *ATE v ATD* [2016] SGCA 2 at [31].

(c) Third, the Wife is well-qualified and should be expected to seek employment of some sort. Although I note that the Wife is *presently* on a Dependant's Pass, and did not work for the duration of the marriage, the reality is that things now are not the same as they were during their marriage. She has stated that she has not worked for many years. The Wife has also raised the issue about her age, stating that at 38, she "cannot reasonably be expected to start and find a job".[137] This is something of a departure from the Wife's previous position, wherein she conceded that she was qualified for employment, but stated that it was "very difficult to get a job which is as per the schedule of my child. My child is too young and cannot be left alone. My child is my priority."[138] I am satisfied that the Wife is able to take up employment, notwithstanding that she has not worked for quite some time.

137 WFWS at p 38.

138 W8 at p 48.

141 In the circumstances, I am satisfied that a further maintenance period of three years is reasonable for the Wife to seek employment and gain financial independence. A further maintenance period of three years from the date of this judgment will mean that the Wife will receive maintenance covering a total period of more than six years, which is longer than the Wife's initial request for five years of maintenance.

142 The Wife requests a lump sum payment of her maintenance. In *AYM v AYL* [2014] 4 SLR 559 at [18], the court opined that a lump sum should be used whenever possible. Such a payment allows a clean break in the marriage. I agree. The lump sum maintenance for the Wife will be S$90,360, on the basis of a monthly maintenance amount of S$2,510 for a period of three years. The lump sum maintenance will be deducted from the Husband's share of the matrimonial pool of assets.

***Maintenance for the Son***

143 The Wife submits that the amount payable by the Husband as maintenance for the Son should be a lump sum of S$2,194,279.13. This consists of a base amount of S$7,831.54 *per* month, along with "inflation/fee escalation + education stage step-ups" of S$972,558.89.[139] I note that the Wife's initial position was that maintenance for the Son should be set at S$6,238.46 *per* month.[140] The breakdown of those expenses claimed by the Wife is as follows:

| **S/N** | **Item** | **Amount (monthly)** |
|---|---|---|
| 1 | Food | S$700 |
| 2 | School fees | S$2,846.54 |

[139] WWS at pp 228–229.

[140] W7 at p 5.

| | | |
|---|---|---|
| 3 | Transport | S$650 |
| 4 | Rent | S$2,000 |
| 5 | Dental | S$40 |
| 6 | Enrichment/tuition/school activities | S$800 |
| 7 | Medical | S$100 |
| 8 | Supplements | S$50 |
| 9 | Clothing & shoes | S$200 |
| 10 | Overseas travel | S$150 |
| 11 | Books, uniform, school shoes, art/projects, camps | S$125 |
| 12 | Devices (tablet/laptop amortised) | S$90 |
| 13 | Data/broadband (school portion) | S$50 |
| 14 | School software/ printing/accessories | S$15 |
| 15 | Immigration/document renewals (averaged) | S$15 |
| | **Total** | **S$7,831.54** |

144 For reference, the interim maintenance order for the Son of S$2,850 *per* month in MSS 2531/2022 is based on the following breakdown[141]:

| **S/N** | **Item** | **Amount (monthly)** |
|---|---|---|
| 1 | Food | S$600 |

141 NE MSS 2531/2022 at p 103 lines 29–32.

| | | |
|---|---|---|
| 2 | Transport | S$200 |
| 3 | Rent and utilities | S$1,500 |
| 4 | Enrichment/tuition/school expenses | S$500 |
| 5 | Medical | S$50 |
| 6 | Overseas travel | S$0 |
| | **Total** | **S$2,850** |

145 In addition to the interim maintenance of S$2,850 *per* month, the DJ also ordered that the Husband shall pay for the school fees of the Son.

146 As for the Husband, his proposal for maintenance for the Son is as follows:

| **S/N** | **Item** | **Amount (monthly)** |
|---|---|---|
| 1 | Food | S$200 |
| 2 | Transport | S$50 |
| 3 | Rent | S$800 |
| 4 | Medical | S$50 |
| 5 | Enrichment classes | S$100 |
| 6 | School fees | S$500 |
| | **Total** | **S$1,700** |

147 Regarding the Son's maintenance, I agree with the interim maintenance order made by the DJ in MSS 2531/2022 as it is reasonable in the circumstances, save for the child's enrichment classes. As with the maintenance payable to the

Wife, I make this assessment by reference to the Husband's present income of S$37,500 *per* month. On enrichment classes, the Wife cited *WZF v WZG* [2025] 3 SLR 1219 ("*WZF*") for the apparent proposition that in the context of the case, Mohamed Faizal JC (as he then was) held that:[142]

> it would be inappropriate to pass judgment on whether the child should attend certain enrichment classes. What enrichment classes the child should attend are fundamentally parenting decisions involving parents' views and aspirations for the child, and a court of law is not the most appropriate forum to resolve such parenting matters

148 In relation to enrichment classes, it was noted in *WZF* at [109] that "enrichment classes are generally not reasonable expenses for the Child that the court may take into account when divining a quantum for child maintenance". Nonetheless, where there is agreement that *some* form of enrichment classes is reasonable in the circumstances (as in *WZF*), the court is entitled to determine what is a reasonable amount in the circumstances.

149 In the present case, the Husband has taken the position that some form of enrichment class is warranted, and that S$100 *per* month is reasonable. The Husband has also submitted that the Son only attends one enrichment class that costs S$70 *per* month.[143] The Wife has not provided evidence of what classes the Son is attending. I am satisfied that a reasonable amount for enrichment would be S$250. I therefore set the amount of maintenance for the Son at S$2,600. I further order that the Husband shall continue to pay for the Son's education expenses, in addition to the monthly sum of S$2,600.

150 Section 68 of the Women's Charter states as follows:

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142 WWS at p 287.

143 HWS at para 41(ii).

> Except where an agreement or order of court otherwise provides, it shall be the duty of a parent to maintain or contribute to the maintenance of his or her children, whether they are in his or her custody or the custody of any other person, and whether they are legitimate or illegitimate, either by providing them with such accommodation, clothing, food and education as may be reasonable having regard to his or her means and station in life or by paying the cost thereof.

151 As the Wife is currently unemployed, the maintenance amount that I have set out above (S$2,600 *per* month plus the Son's education expenses) shall apply solely to the Husband for a period of three years from the date of this judgment. Thereafter, the parties will jointly bear the maintenance of the Son in the proportion of 75% for the Husband and 25% for the Wife.

152 I decline to order a lump sum maintenance payment for the Son. If, subsequently, there are changes to the circumstances and the maintenance order for the Son has to be varied, parties are at liberty to make the necessary application.

**Conclusion**

153 In conclusion, I order as follows:

(a) The Husband and the Wife shall have joint custody of the Son, as set out at [33] above. The Wife shall have sole care and control, with the relevant orders on access set out at [37], [41], and [42].

(b) As for matrimonial assets, these consist of the bank accounts listed in [51], the Husband's share portfolio as of the date of the IJ, and certain items of jewellery. These are valued at S$732,565.51, and the Wife shall receive 25% of the pool of matrimonial assets while the Husband shall have 75%. The Husband is to pay to the Wife the sum of

S$152,341.38 (that being 25% of the matrimonial assets, less the value of the jewellery in her possession).

(c) As for the maintenance, the Husband is to pay to the Wife a lump sum maintenance of S$90,360. The Husband is to pay S$2,600 *per* month as maintenance for the Son, in addition to the cost of his education for a period of three years from the date of this judgment. Thereafter, the Husband will bear 75% and the Wife will bear 25% of the maintenance for the Son.

154 There is liberty to apply in relation to the orders I have made. Each party is to bear their own costs in relation to the AM hearing. The Husband may set off the amount to be paid to the Wife against the existing sums due to him under the various outstanding costs orders.

Tan Siong Thye
Senior Judge

The plaintiff in person;
The defendant in person.