IN THE FAMIL JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGHCF 26

Divorce (Transferred) No 4659 of 2023

Between

YBU

… *Plaintiff*

And

YBV

… *Defendant*

GROUNDS OF DECISION

[Family Law — Maintenance — Wife]
[Family Law — Matrimonial assets — Division]

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YBU
v
YBV

[2026] SGHCF 26

General Division of the High Court (Family Division) — Divorce (Transferred) No 4659 of 2023
Pang Khang Chau J
20 November 2025, 15 January 2026, 13 March 2026

4 September 2026

Pang Khang Chau J:

Introduction

1 The parties were married on 8 July 1995. The plaintiff wife ("the Wife") is 57 years old while the defendant husband ("the Husband") is 59 years old. The Wife commenced divorce proceedings on 29 September 2023. Interim judgement was granted on 25 January 2024. The length of the marriage was 28 years and 6 months.

2 As both children of the marriage were already adults by the time of the ancillary matters hearing, the only issues before this court concern the division of matrimonial assets and maintenance for the Wife.

Procedural history

3 The parties filed their respective affidavits of assets and means on 3 May 2024. Having formed the view that the Husband had failed to provide full and frank disclosure in his affidavit of assets and means, the Wife made a request for discovery and interrogatories on 7 June 2024, which the Husband did not respond to. The Wife then filed a summons for discovery and interrogatories (FC/SUM 2528/2024) on 8 August 2024 for discovery of 20 categories of documents and to administer 29 interrogatories. On 7 November 2024, the court made an order granting the Wife's application in respect of the majority of the matters sought in FC/SUM 2528/2024 ("SUM 2528"). The Husband failed to comply with the court's order for discovery and interrogatories, despite being given multiple extensions of time by the court to do so. By 21 March 2025, the court gave up waiting for the Husband's compliance affidavit and proceeded to give directions for parties to file their second ancillary matters affidavits. Again, the Husband failed to file his second ancillary matters affidavit despite being given multiple extensions of time by the court.

4 As discussions between parties concerning joint valuation bore no fruit, the court gave permission on 11 July 2025 for the Wife to file an expert's report on the valuation of the Husband's interest in various companies. The Wife filed the expert's report on 25 July 2025. In that report, the expert valued the Husband's interest in the relevant companies at between $9,389,322 and $11,311,494.

5 On 30 July 2025, the case was fixed for ancillary matters hearing, and parties were directed to file their joint summary of positions, written submissions and core bundles by 27 August 2025. Due to repeated delays on the part of the Husband in cooperating with the Wife in preparing the joint

summary, the court gave directions on 22 September 2025 that, if the Husband failed to return the duly endorsed joint summary by 3 October 2025, the Wife should proceed to file the joint summary containing her own positions only on 7 October 2025 together with the Wife's written submissions and core bundle. The Wife duly did so on 7 October 2025.

6 On 10 October 2025, the Husband was given a final extension of time to file his written submissions and core bundle, as well as his input for the joint summary, by 17 October 2025. The Husband failed to do so.

7 As a result, when the case came to be heard before me on 20 November 2025, the summary of positions in the court file contained only the Wife's positions ("Plaintiff's Summary of Positions"). In addition, the only written submissions filed were from the Wife. In the Plaintiff's Summary of Positions filed by the Wife, the parties' joint assets were valued at $9,886,010.20, the Husband's assets were valued at $13,380,352.81 and the Wife's assets were valued at $964,937.63. The Wife also took the position that the final ratio for division of matrimonial asset should be 55:45 in the Husband's favour.

8 At this point in the narrative, I pause to note that, despite continuing to appear at case conferences through counsel, the Husband had for all intents and purposes ceased to participate in the proceedings meaningfully after the court ordered discovery and interrogatories against him in SUM 2528. He failed to comply with the court's order for discovery and interrogatories, he did not file his second ancillary matters affidavit, he did not to participate in the preparation of the joint summary and he filed no written submissions.

9 At the hearing on 20 November 2025, the Husband's counsel, Mr Joseph Ignatius, explained that he had prepared a set of written submissions based on

the documents already tendered in court. However, when he discussed the draft submissions with the Husband, it became clear to Mr Ignatius that the draft submissions would go against the facts as explained by the Husband. In particular, Mr Ignatius explained that the Husband had disclosed documents which indicated that the value of the Husband's interest in the relevant companies would exceed the $11 million valuation which the Wife's expert had put forth. Given this new appreciation of the facts, Mr Ignatius felt that he could not proceed to finalise and file the submissions he had prepared which were "quite diametrically opposed" to the new knowledge he was given.

10 As Mr Ignatius had represented to the court that the new documents disclosed by the Husband would be advantageous to the Wife, I asked the Wife's counsel, Ms Lim Shu Fen, to consider whether the Wife would like an adjournment to consider these new documents or proceed with the hearing without regard to these new documents (and potentially forego any advantages which, according to Mr Ignatius, these documents may bring to the Wife). After taking instructions, Ms Lim informed the court that the Wife was not prepared to forego the opportunity to consider the new documents in the light of Mr Ignatius's representation that their effect would be to increase the value of the matrimonial pool. I therefore adjourned the hearing for the Husband to file the new documents under cover of an affidavit by 27 November 2026. I also ordered costs of the adjournment against the Husband, with quantum to be determined at the end of the ancillary matter proceedings, as the adjournment was occasioned by the late disclosure of documents on the Husband's part.

11 After some further delay, the Husband eventually filed the affidavit on 4 December 2026, following which the court directed parties to file written submissions on the impact of the new documents by 12 December 2025. As no submissions were filed by 12 December 2025, the court sent a reminder to

parties on 17 December 2025. The Wife responded that she did not intend to file any submissions in the first instance but would reserve the right to seek the court's permission to file reply submissions, if needed, after reviewing the Husband's submissions on the new documents. The Husband responded to seek extension of time till 26 December 2025. After the Husband failed to file his written submissions by 26 December 2025, the court proceeded to fix the second hearing before me on 15 January 2026.

12 At this second hearing, I began by noting that, while there was an initial proposal by the Husband to file further written submissions, the Husband seemed to have changed his mind. Mr Ignatius explained that although he and the Husband had worked out what position to propose for the division of matrimonial assets, in the end the Husband "pulled out". When I asked Mr Ignatius whether by "pulled out", it meant that Mr Ignatius had no instructions to make any submissions at the second hearing, Mr Ignatius confirmed that this was the case. Mr Ignatius also confirmed that the new documents appear to show that the proper valuation of the relevant companies were higher than the valuation given by the Wife's expert, and that he was not in a position to ask the court to go below the valuation of the Wife's expert.

13 The other substantive points made by the Ignatius at the second hearing are:

(a) Among the new documents filed on 4 December 2025 are the Husband's CPF statements and tables prepared by the Husband which Mr Ignatius submits demonstrates that (a) the cash contributions to the Oxley Garden property all came from the Husband and (b) there were also cash payments made by the Husband towards the Wilmonar Avenue property.

(b) The ratio for indirect contribution should be 50-50 instead of 65-35 as proposed by the Wife.

(c) Of the two jointly held immovable properties, the Husband would like the one located at Wilmonar Avenue to be sold and the proceeds divided 50-50 and the one located at Oxley Garden given to him completely.

Division of matrimonial assets

14 For the division of matrimonial assets, the first step is to determine the matrimonial pool and its value, the second step is to determine the ratio of division and the final step is to determine how the division should be operationalised or given effect.

Determining the matrimonial pool

15 As noted above, the only issues raised by Mr Igantius at the second hearing concern: (a) the Husband's direct contribution towards the two immoveable properties, (b) the ratio for indirection contribution, and (c) how the division should be operationalised or given effect. In other words, the Husband had not raised any objections to the list of matrimonial assets and their valuations in the Plaintiff's Summary of Positions. I therefore decided to adopt the list of assets and valuations set out in the Plaintiff's Summary of Positions. Consequently, I held that the parties' joint assets were valued at $9,886,010.20, the Husband's assets were valued at $13,380,352.81 and the Wife's assets were valued at $964,937.63.

Ratio of division of matrimonial assets

16 Although the Husband and Wife were both working, Ms Lim highlighted that the Wife had stopped work for prolonged periods of time or worked part time at various points in the marriage. In my view, this does not take the marriage outside the scope of dual-income marriage for the purposes of division of matrimonial assets. Accordingly, I held that the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") should be adopted. The operation of the structured approach may be summarised as follows (*ANJ* at [22]):

> Using the structured approach, the court could first ascribe a ratio that represents each party's direct contributions relative to that of the other party, having regard to the amount of financial contribution each party has made towards the acquisition or improvement of the matrimonial assets. Next, to give credit to both parties' indirect contribution throughout the marriage, instead of giving the party who has contributed more significantly than the other an "uplift" to his or her direct contribution percentage, the court should proceed to ascribe a second ratio to represent each party's indirect contribution to the well-being of the family relative to that of the other. Using each party's respective direct and indirect percentage contributions, the court then derives each party's average percentage contribution to the family which would form the basis to divide the matrimonial assets. Further adjustments (to take into account, *inter alia*, the other factors enumerated in s 112(2) of the [Women's Charter]) may need to be made to the parties' average percentage contributions …

Direction contribution

17 In the Plaintiff's Summary of Positions, the Wife proposed the following positions in relation to the parties' direct contribution:

(a) For all of the Husband's sole assets, the Husband is attributed 100% direct contribution.

(b) For the Wife's sole assets, the Wife is attributed 100% direct contribution for all items except for one AIA insurance policy where the Husband was recognised as having 100% direct contribution.

(c) For the joint assets (which comprise two immoveable properties and three joint bank accounts):

(i) the Husband is attributed 100% direct contribution for the three joint bank accounts;

(ii) the Wilmonar Avenue property is accorded 72:28 direct contribution in favour of the Husband; and

(iii) the Oxley Garden property is according 75:25 direct contribution in favour of the Husband.

(d) Based on the foregoing attribution of direct contribution in respect of individual assets, the total direct contribution ratio is calculated as 85.88% to 14.12% in the Husband's favour.

18 As noted above, Mr Ignatius did not raise any issue concerning the foregoing attribution of direct contribution except in respect of the two immovable properties.

19 According to the Wife's affidavit of assets and means, the Oxley Garden property was purchased in 1999 at the price of $1,050,000 with a loan of $840,000 and a further loan of $148,000 subsequently. The Wife also asserted that the Oxley Garden property was rented out to fund the mortgage loan. The Husband indicated in his affidavit of assets and means that he had contributed $531,574.38 from his CPF account towards the Oxley Garden property (as of

April 2024). The Husband did not give any information in his affidavit of assets and means on his cash payments towards the Oxley Garden property.

20 At the second hearing, Mr Ignatius referred to a table in the Husband's affidavit of 4 December 2025 and submitted that this table demonstrated that all the cash payments for the Oxley Garden property were made by the Husband. Mr Ignatius also submitted that there is a similar table in the same affidavit in respect of the Wilmonar Avenue property which sets out case payments made by the Husband. Indeed, if one were to look at page 3 of the affidavit, the Husband explained that Tab 9 is a table on cash payments towards the Oxley Garden property and Tab 18 is a table on cash payments towards the Wilmonar Avenue property. However, when one turns to the two tables, it is immediately clear that both tables relate to the Oxley Garden property. In other words, despite Mr Ignatius' and the Husband's claim otherwise, there is actually no evidence of the Husband's cash contribution towards the Wilmonar Avenue property.

21 As for the table concerning the Oxley Garden property, Ms Lim objected to it on the basis that it is a table drawn up by the Husband himself without any supporting documents. Ms Lim acknowledged that the Husband paid the majority of the mortgage for the Oxley Garden property but explained that such payments were actually funded by the rental proceeds. As joint owner, the Wife is entitled to half the rental proceeds and therefore half of the cash contributions funded by rental proceeds should be attributed to the Wife. In this regard, Mr Ignatius accepted that the Husband appeared to have not given credit to the fact that parts of the cash contribution could come from rental proceeds.

22 In the light of the foregoing, I declined to give weight to the table prepared by the Husband in respect of the Oxley Garden property as it is not

supported by primary evidence. On the contrary, I accept the Wife's submission that the cash contributions were likely funded from rental proceeds which the Wife was entitled to. I therefore decided not to disturb the 75:25 direct contribution ratio proposed by the Wife in respect of the Oxley Garden property.

23 Consequently, I decided to adopt the direct contribution ratio of 85.88% to 14.12% in the Husband's favour proposed in the Plaintiff's Summary of Positions.

Indirect contribution

24 The Wife proposed an indirect contribution ratio of 65:35 in her favour while the Husband proposed that it should be 50:50.

25 Mr Ignatius did not elaborate on why the indirect contribution ratio should be 50:50. In his affidavit of assets and means, the Husband asserted that he had been involved in the upbringing, education and well-being of the children and that he paid the major portion of the family expenses. The Husband also highlighted that the family always had a helper while both the Husband and Wife were working adults.

26 The Wife provided detailed evidence of her indirect contribution in her affidavit of assets and means. She explained that she took care of all the household chores while the Husband was busy building his career, dealt with matters concerning the hiring of domestic helpers, handled matters relating to their residential properties including renovation and liaising with various contractors. After experiencing a miscarriage previously, the Wife decided to take a break in her career when she became pregnant again. She was the primary caregiver when her children and was also the primary point of contact for the children's schools. The Wife also gave evidence of her contribution towards

various types of household expenses. Ms Lim highlighted that the foregoing assertions in the Wife's affidavit of assets and means remain unchallenged as the Husband did not file a second ancillary matters affidavit to refute the Wife's evidence.

27 Having regard to the foregoing, I accept that a 65:35 indirect contribution ratio in favour of the Wife is appropriate in the circumstances.

Overall ratio

28 As this is a long marriage, the direct contribution and indirect contribution should be given equal weight. Accordingly, I decided that the average ratio for division should be as follows:

	Husband	**Wife**
Direct Contribution (50% weightage)	85.88%	14.12%
Indirect Contribution (50% weightage)	35%	65%
Average ratio	39.56%	60.44%

29 The Wife submitted that a further uplift of 5% should be imposed to adjust the final ratio to 55-45 in favour of the Husband in the light of the lack of full and frank disclosure by the Husband. I accept the Wife's submission that the Husband's complete disregard of the order for discovery and interrogatories made against him in SUM 2528 calls for an adverse inference to be made against the Husband that he had additional assets which he failed to disclose to the court. I therefore imposed an uplift to bring the final ratio to 55-45 in favour of the Husband.

Effecting the division

30 Since the matrimonial pool was valued at $24,231,300.64, the final ratio of 55:45 meant that the Husband's share of the matrimonial pool was valued at $13,327,215.35 while the Wife's share was valued at $10,904,085.29. To effect this division, the Husband should transfer $9,939,147.66 to the Wife with the Wife retaining the assets in her sole name.

31 In her written submissions, the Wife proposed that (a) both the Wilmonar Avenue property and the Oxley Garden property be sold in the open market and the proceeds of sale be divided to give effect to the foregoing division, and (b) if the Husband wishes to retain any of the said properties, a valuation of the property be conducted that the Husband would pay the Wife a sum sufficient to give effect to the foregoing division.

32 At the second hearing, the Husband's counsel proposed that the Wilmonar Avenue property be sold and the proceeds be divided 50-50 while the Oxley Garden property (which is currently jointly held) be transferred to the Husband completely on the basis that Oxley Garden property was fully funded by the Husband. I have two difficulties with this submission. First, the net value of the Wilmonar Avenue property is only about $7.2 million, such that even 100% of the sale proceeds from the Wilmonar Avenue property would be insufficient to cover the sum of $9,939,147.66 referred to above (much less 50% of the sale proceeds). Second, as explained above, I did not accept the cash contribution to the Oxley Garden property should be fully attributed to the Husband.

33 In the light of the Husband's desire to retain the Oxley Garden property, I have decided to give the Husband the option to retain the Oxley Garden property in the following manner:

(a) If the Husband elects to retain the Oxley Garden property:

(i) the Wilmonar Avenue property is to be sold in the open market and the whole of the net sale proceeds be paid to the Wife;

(ii) the Husband will then pay the Wife an amount to top up the difference between $9,939,147.66 and the net sale proceeds from the Wilmonar Avenue property, in return for which the Wife will transfer her interest in the Oxley Garden property to the Husband.

(b) If no such election is made, both Wilmonar Avenue property and the Oxley Garden property will be sold in the open market and the net sale proceeds be divided to give effect to the foregoing division.

Maintenance

34 According to the Wife, her monthly expenses amounted to $11,201.45, which she expects would drop down to around $8,900 if she were to move out of the Wilmonar Avenue property. Her gross earnings are $1,946.22 per month, which works out to be approximately $1,600 net per month. She submitted that, prima facie, she should be entitled to monthly maintenance of $7,300 to cover her basis expenses or, alternatively, a lump sum maintenance of $1,576,800. However, the Wife also concedes that, as the court's power to order maintenance is supplementary the power to order division of matrimonial assets,

she would be content with a nominal maintenance order if her submissions on division of matrimonial assets are accepted by the court.

35 Having regard to the sums which the Wife is expected to receive pursuant to the division I had ordered, I agree that there would be no need for maintenance to be ordered in favour of the Wife once the division is carried out and the Wife receives the sums to be paid to her in accordance with the order for division. I therefore ordered that the Husband should pay the Wife maintenance on an interim basis at $7,000 per month from the date of my order until the Wilmonar Avenue property is sold and the proceeds of sale are received by the Wife.

Conclusion

36 For the reasons given above, I made the following orders:

(a) The matrimonial pool is valued at $24,231,300.64 (comprising joint assets valued at $9,886.010.20, Husband's sole assets valued at $13,380,352.81 and Wife's sole assets valued at $964,937.63).

(b) The matrimonial pool is to be divided 55:45 in favour of the Husband.

(c) Subject to para (d) below, the parties' properties at Wilmonar Avenue and Oxley Garden shall be sold in the open market and, out of the net sales proceeds of these two properties, an amount of $9,939,147.66 shall be paid to the Wife while the remainder shall be paid to the Husband. If the total net sale proceeds of these two properties turn out to be less than $9,939,147.66, the whole of such net sale proceeds shall be paid to the Wife and the Husband shall pay to the Wife an amount equal to the difference between the sum of $9,939,147.66 and the total net sale proceeds of the two properties.

(d) If the Husband wishes to retain the property at Oxley Garden:

(i) the property at Wilmonar Avenue shall be sold in the open market and the whole of the net sale proceeds shall be paid to the Wife;

(ii) the Husband shall pay to the Wife an amount equal to the difference between the sum of $9,939,147.66 and the net sale proceeds of the property at Wilmonar Avenue; and

(iii) the Wife shall, in return for the payment at (ii) above, transfer her interest in Oxley Garden to the Husband.

(e) The Husband shall pay the Wife maintenance of $7,000 per month until the property at Wilmonar Avenue is sold. Such maintenance shall cease upon receipt by the Wife of the net sale proceeds of the property at Wilmonar Avenue.

Costs

37 As noted above, I had ordered costs against the Husband for causing the adjournment of the 20 November 2025 hearing, with quantum to be determined at the end of the ancillary matters' proceedings. I have decided to fix the costs of the ancillary matters hearings at $8,000 all-in to be paid by the Husband to the Wife. In coming to this decision, I took into account that the adjournment was occasioned by the late disclosure of documents which the Husband should have disclosed much earlier, including pursuant to the order of court made in SUM 2528 more than a year before. Further, I also took into account the Husband's conduct after the 20 November 2025 hearing, in failing to file a

written submissions as directed by the court to explain the impact of the documents disclosed, thus throwing the burden on the Wife and the court to attempt to decipher the documents without the benefit of any explanation from the Husband.

38 Prior to the ancillary matters' hearings, the Husband has been ordered to pay costs of $2,800 in SUM 2528 as well as various costs orders for the Husband's dilatory conduct amounting to $2,500 in total. For the avoidance of doubt, the costs of $8,000 which I ordered is in addition to, and not in substitution of, theses previous costs orders. To the extent that such costs remained unpaid, the Husband continues to be liable to pay them.

Pang Khang Chau
Judge of the High Court

Lim Shu Fen (JS Law Chambers LLP) for the plaintiff;
Joseph Ignatius (Ignatius J &Associates) for the defendant.