

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGHCF 3

Originating Application for Variation, Rescission, Setting Aside of other
orders in a Dissolution Case No 4 of 2025
(Summons No 266 of 2025)

Between

XNG

... Applicant

And

XNH

... Respondent

JUDGMENT

[Family Law — Mareva injunction — Consent order]

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XNG V XNH

[2026] SGHCF 3

General Division of the High Court (Family Division) — Originating Application DTV No 4 of 2025 and Summons No 266 of 2025
Choo Han Teck J
3 October 2025, 28 January 2026

5 February 2026 Judgment reserved.

Choo Han Teck J:

1 The applicant is a homemaker. She is seeking a domestic Mareva injunction against the defendant who is her ex-husband. The defendant is a businessman in the metal trading industry. The parties were married in India in 2004 and had a pair of twins four years later. In February 2022, the applicant filed for divorce in Singapore and interim judgment was granted on 20 September 2022. The parties attended private mediation and reached a settlement on all ancillary matters. A consent order dated 21 March 2023 (“Consent Order”) was recorded. Under the Consent Order, the defendant was to pay the applicant S\$20m by June 2027, through monthly payments of S\$312,500, to make mortgage payments for the matrimonial property where the applicant and children reside, and to bear the reasonable costs of the applicant’s personal and household expenses pending her receipt of the full S\$20m.

2 On 25 November 2024, the applicant applied to vary the Consent Order in HCF/OADTV 4/2025, requesting either immediate lump sum payment of the outstanding balance, or alternative arrangements with accelerated payment terms. Her application was based on the defendant's cessation of monthly payments for five months and his refinancing of his bungalow ("Bungalow") by replacing an existing S\$8–9m mortgage with a new S\$29.5m loan, significantly diminishing the net value of the Bungalow. I dismissed the application on 23 May 2025 on the basis that the defendant's unwillingness to comply did not render the Consent Order "unworkable" nor did it constitute a material change in circumstances warranting variation. However, I ordered the defendant to provide satisfactory assurance of compliance with the Consent Order, and to give seven days' notice before disposal or use of the S\$20.5m loan proceeds, and also to account for any funds already withdrawn or transferred.

3 On 30 September 2025, the applicant filed a domestic Mareva injunction to restrain the defendant from disposing or dealing with his assets in Singapore up to the value of S\$9,244,673, which was the remaining amount due under the Consent Order at the material time. The application was prompted by approximately S\$300,000 overdue payments by the defendant and the applicant's discovery that the defendant had intentions of moving to Dubai, had put the Bungalow up for sale, and that most, if not all, of the loan monies had been released to him. When the matter first came to me on 3 October 2025, I declined to grant the full Mareva relief sought but made a restricted interim order restraining the defendant's dealings with the Bungalow, and directing the parties to provide accounts of payments and monies disbursed under the loan.

4 The substantive hearing was scheduled for 18 November 2025 but was adjourned twice to facilitate settlement negotiations. The negotiations were

unsuccessful, and the applicant now wishes to proceed with the hearing of the Mareva relief, only that the value of assets she seeks to restrain has decreased to S\$7,564,092.50 because of subsequent payments by the defendant.

5 One of the arguments advanced by the defendant’s counsel, Mr Campos, is that Mareva relief is inappropriate because the monthly instalments are continuing to June 2027, and by seeking to freeze the entire remaining settlement sum of about S\$7m, the applicant is attempting to obtain security for the full outstanding balance for monies that have not fallen due. The defendant’s counsel relies on my previous finding that the parties never contemplated security arrangement and that the applicant has no right to compel lump sum payment.

6 But there is a distinction between the provision of security for unaccrued obligations — which is inappropriate as security was not contemplated by the parties — and the preservation of assets to ensure enforceability of existing court orders. Indeed, a consent order carries the full force of a court order and must be complied with fully, it represents “the formal result and expression of an agreement already arrived at between the parties to proceedings embodied in an order of the Court”: *Siva Kumar s/o Avadiar v Quek Leng Chuang* [2020] SGCA 110 (“*Siva Kumar*”) at [34], citing *Wilding v Sanderson* [1897] 2 Ch 534 at 543. To that end, the court has the power, through a Mareva injunction, to prevent conduct by the defendant that would frustrate the enforcement of its own orders and render it nugatory: *Parastate Labs Inc v Wang Li* [2023] SGCA 27 (“*Parastate*”) at [2]. A practical effect of the Mareva injunction may be to provide security for the applicant’s claim, but that effect is merely incidental and warranted only where the risk of non-enforcement is “artificially generated or inflated by the defendant”: *Farooq Ahmad Mann (in his capacity*

as the private trustee in bankruptcy of Li Hua) v Xia Zheng [2024] SGHC 182 at [115].

7 In my view, the question is whether there is a real risk of the defendant dissipating his assets with the intention of depriving the applicant satisfaction of the payments due under the Consent Order. Whether there exists a real risk of dissipation is based on the court's assessment of the defendant's dishonesty or propensity for untruthfulness, particularly through "a pattern of unusual or unexplained movement of funds", evidencing "misappropriation of assets or market manipulation and the concealment of such financial dishonesty": *Continental Shipping Line Pte Ltd v Jonathan John Shipping Ltd* [2025] SGCA 36 at [2]. There must also be "solid evidence" to demonstrate this risk and not bare assertions of fact: *Bouvier, Yves Charles Edgar v Accent Delight International Ltd* [2015] SGCA 45 ("Bouvier") at [36].

8 The applicant's counsel, Mr Kok, argues that the risk is evidenced by the defendant's plans to move to Dubai (supported by his UAE Golden Visa, accounts from friends and his previous admissions), his listing of the Bungalow for sale, and suspicious handling of loan proceeds from the Bungalow's refinancing. Specifically, about S\$18.3m was drawn down in two tranches by the defendant — S\$5.1m in the first tranche and S\$13.2m in the second tranche — and he transferred S\$18.2m to his company with the rest unaccounted for. The defendant explains that this was done because he owes his company approximately S\$15.9m. But he paid S\$18.2m to the company with no explanation for the excess. No bank statement was provided to show the first tranche being credited to the company, and although the second tranche was credited, it was immediately debited "on account of [the defendant]" on the same day. The thrust of the applicant's case is that the defendant is "asset

stripping”, creating “the appearance of a business need, when in fact, the monies ultimately went to line the [defendant’s] own pocket without any accountability”.

9 The defendant denies the allegations. His counsel argues that the Bungalow’s listing was “an administrative error by the estate agent, not an instruction to sell”, his Dubai travel constitutes “ordinary business travel” and he has no such intention of relocation, and that the loan transactions are legitimate business dealings. His counsel emphasises that his conduct reflects “delayed payment rather than refusal to pay” and that he has paid approximately 85% of the total settlement sum while continuing to reside in Singapore and engage with proceedings.

10 Since my order in May 2025, the defendant has consistently failed to make timely payments. He failed to make his July 2025 payment, eventually only paying on 11 August 2025 after the applicant obtained a Writ of Seizure and Sale (WSS) and Examination of Judgment Debtor (EJD) order against him. His September 2025 payment was also defaulted on, and payment was only made after another WSS order was secured by the applicant. Unsurprisingly, his October and November 2025 payments were also late. This is a troubling pattern of non-compliance followed by reactive payments when threatened with enforcement action. This is not the conduct of a person acting in good faith.

11 The defendant’s handling of the refinancing proceeds also leads me to doubt his proclaimed intentions. He claims to have used the refinancing proceeds to discharge debts owed to his company, but transactions reveal concerning irregularities. The immediate debit of S\$13.2m of the loan monies on the same day he credited it to his company and the lack of explanation as to

why he paid approximately S\$2.2m in excess of the alleged debt, suggests a lack of transparency regarding the ultimate use of the loan proceeds. This is an unusual and unexplained movement of funds suggesting an element of dishonesty in the defendant's financial dealings.

12 It is also hard to believe that the Bungalow was listed for sale on accident. Further, if the defendant truly has no intention to relocate to Dubai, he would have clarified his position during the previous proceedings before me in May 2025 when the issue was first raised, yet he did not do so. I am therefore of the view that the defendant is being dishonest about his intentions.

13 It may well be the case that the present evidence appears insufficient to establish a real risk of dissipation in commercial proceedings. However, unlike consent orders in commercial proceedings, consent orders for matrimonial asset division derive their authority from the court's power under s 112(1) of the Women's Charter, not merely from the parties' agreement, and the court retains wide discretion to ultimately ensure "just and equitable" outcomes: *Siva Kumar* at [94]; *TQ v TR* [2009] SGCA 6 at [73]. In my view, the principle of "just and equitable" division necessitates the consideration of protecting vulnerable spouses from conduct that undermines their agreed entitlement.

14 In the present case, the defendant's pattern of non-compliance, late payments, and untruthfulness in his financial dealings has forced the applicant to pursue multiple enforcement proceedings in fear of not receiving the sum due to her under the Consent Order — a sum that both parties have agreed is the applicant's fair share of matrimonial property to re-build her life after divorce. In my view, the defendant's own actions have created the very dissipation risk

that now necessitates Mareva relief to prevent a frustration of the Consent Order.

15 The defendant's counsel advances two other arguments against granting the Mareva injunction. First, he argues that the applicant's agreement to adjournments for settlement negotiations demonstrates a lack of urgency that undermines her claim for Mareva relief. It is true that delay in bringing Mareva proceedings can in certain circumstances constitute an abuse of process. But the length of any delay and explanations for it must be evaluated against the totality of circumstances, and the key inquiry is whether the Mareva injunction is being sought as an instrument of oppression against the defendant rather than for legitimate asset preservation purposes: *Bouvier* at [109]. Here, the applicant's willingness to explore settlement options should not, and does not preclude her from seeking protective measures when those negotiations prove unsuccessful and the underlying concerns of asset dissipation persist.

16 Second, the defendant's counsel contends that the applicant failed to make full and frank disclosure by failing to reveal her shareholding in a company that owns property worth S\$4.2m, which she is required to transfer to him under the Consent Order but continues to hold. However, the applicant did in fact disclose her shareholding in her affidavit filed on 1 October 2025. In any case, the defendant has initiated committal proceedings against the applicant to compel her to return the shares to him — that is the recourse he has sought. The Mareva relief here addresses a different concern of asset dissipation arising by his own conduct, and to that end, the shares retained by the applicant provides no solution to this concern because she has no legal right to sell or deal with the property as security for the defendant's outstanding payment obligations.

17 The defendant's counsel also submits that any injunctive relief should be conditional upon the applicant providing an undertaking as to damages. I decline to impose that condition. An undertaking as to damages serves to protect defendants when Mareva relief is granted before the parties' rights have been finally determined, particularly in *ex parte* applications where the court has not yet heard the defendant's case, and it is not yet determined that the plaintiff will ultimately succeed. Thus, should the plaintiff fail at trial, the defendant may have suffered loss from being prevented from dealing with his assets during the interim injunction period: *Parastate* at [3], citing Lord Diplock in *F Hoffmann-La Roche & Co AG v Secretary of State for Trade and Industry* [1975] AC 295 at 360. The present application seeks post-judgment Mareva relief — the parties' rights and obligations have already been determined through the Consent Order — and I do not think the rationale for requiring an undertaking as to damages applies in such circumstances where the parties' rights are not pending determination.

18 Finally, the defendant's counsel, by way of a letter to the court on 30 January 2026, pointed out that the defendant is subject to ongoing committal proceedings, and there is a WSS on the Bungalow. The applicant has also filed her appeal against my decision in HCF/OADTV 4/2025, hence any injunctive relief ought to expire upon resolution of the appeal. I disagree. The appeal concerns whether to vary the Consent Order's payment structure, and the dismissal of the appeal would not eliminate the dissipation risk that justifies asset preservation measures. In any event, the appellate court is entitled to adjust or set aside any protective orders made here.

19 For the above reasons, I order that the defendant be restrained from disposing of, dealing with, or diminishing his assets up to the value of

S\$7,564,092.50, being the outstanding balance under the Consent Order. Within 30 days, the defendant shall place with his solicitors these funds to cover all remaining monthly payments under the Consent order until June 2027, to be held on trust by his solicitor's and disbursed to the applicant as scheduled towards final payment under the Consent Order.

- Sgd -
Choo Han Teck
Judge of the High Court

Kok Yee Keong, Toh Ming Wai and Charis Sim Wei Li (Harry Elias
Partnership LLP) for the applicant/wife;
Godwin Gilbert Campos and Adam Naeha Sitara Binte Adam
Rabbani (Godwin Campos LLC) for the defendant/husband.
