IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGHCF 30

District Court Appeal No 46 of 2025

Between

XON

… *Appellant*

And

XOM

… *Respondent*

District Court Appeal No 94 of 2025

Between

XOM

… *Appellant*

And

XON

… *Respondent*

JUDGMENT

[Family Law — Custody]
[Family Law — Custody — Access]
[Family Law — Maintenance — Child]
[Family Law — Maintenance — Wife]

[Family Law — Matrimonial assets — Division]

TABLE OF CONTENTS

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XON
v
XOM and another appeal

[2026] SGHCF 30

General Division of the High Court (Family Division) — District Court Appeal Nos 46 of 2025 and 94 of 2025
Tan Siong Thye SJ
18 June 2026

17 September 2026 Judgment reserved.

Tan Siong Thye SJ:

Introduction

1 XON ("Husband") and XOM ("Wife") are dissatisfied with the decision of the District Judge ("DJ") relating to ancillary matters arising out of a divorce. Accordingly, they lodged their respective appeals.

2 District Court Appeal No 46 of 2025 ("DCA 46") is brought by the Husband and District Court Appeal No 94 of 2025 ("DCA 94") is brought by

the Wife. Both the parties had legal representation when they appeared before the DJ. However, at the appeal hearing they are self-represented.

Facts

3 The Husband and the Wife are 52 and 40 years old respectively.[1] The parties were married on 21 May 2016[2] and interim judgment ("IJ") was granted on 4 July 2023.[3] The marriage thus lasted for around seven years and one month. The IJ was granted on the grounds of both parties' unreasonable behaviour.[4]

4 There are three children to the marriage. The oldest child ("[E]"), a daughter, is 10 years old. The middle child ("[V]"), a daughter, is eight years old. The youngest child ("[A]"), a son, is seven years old.[5] The Wife has a son from a previous marriage ("[L]").[6] The Husband has two adult children from a previous marriage.[7]

5 Two of the children of the marriage have displayed some signs of special needs. [E] may have signs of dyslexia, which is not disputed by the parties.[8] There were also concerns of [E] having Attention Deficit Hyperactivity Disorder ("ADHD").[9] The parties also acknowledge that [A] showed signs of

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1 Record of Appeal ("ROA") Volume 3 at p 930; ROA Volume 2 at p 163.

2 ROA Volume 8 at p 6633.

3 ROA Volume 1 at p 161.

4 ROA Volume 1 at p 161.

5 ROA Volume 2 at p 164.

6 ROA Volume 2 at p 175.

7 ROA Volume 3 at pp 943–944.

8 ROA Volume 2 at pp 183 and 619; ROA Volume 3 at p 952.

9 ROA Volume 6 at p 5863; ROA Volume 7 at pp 6574–6575.

delays in speech development.[10] [A] started attending speech therapy in February 2022[11] and continues to attend speech therapy.

Procedural history

6 Around the time the IJ was granted, the Husband and the Wife both applied for interim maintenance for the three children of the marriage (*ie*, [E], [V], and [A]). The Wife also applied for maintenance for herself.[12] The DJ delivered her decision on the applications for interim maintenance on 12 December 2023.[13]

7 The DJ heard the parties on the ancillary matters on 27 November 2024, 17 December 2024 and 14 February 2025 before issuing her grounds of decision ("GD") on 18 February 2025.[14] Pursuant to a subsequent hearing on 14 March 2025, the DJ issued her supplementary grounds of decision ("S-GD") on 20 March 2025.[15]

8 The DJ's orders dealt with custody, care and control, and access to the children by the Husband, the division of matrimonial assets, spousal maintenance, and maintenance for the children.[16] I have reproduced the salient portions of the DJ's orders in Annex 1.

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10 ROA Volume 2 at pp 186–187; ROA Volume 3 at p 953.

11 ROA Volume 2 at p 705.

12 ROA Volume 9 at pp 6671 and 6907.

13 ROA Volume 9 at pp 6665–6670.

14 ROA Volume 1 at pp 53–82, 93–140.

15 ROA Volume 1 at pp 84–92, 141–160.

16 ROA Volume 1 at pp 6–9.

The present appeals

9 The Husband filed his notice of appeal on 3 April 2025 and the Wife filed her notice of appeal on 22 August 2025.[17] After the parties filed their notices of appeal, they each filed a summons to adduce new evidence for their respective appeal. I heard the parties' arguments on their respective summonses and gave my decision in *XON v XOM* [2026] SGHCF 6. I allowed the following evidence to be admitted: proof of the Husband's new address and rental expenditure, the rental contract for the Wife's condominium unit, and communication between the Husband and the Wife concerning the children's matters post-separation.

Grounds of appeal in DCA 46

10 In DCA 46, the Husband appeals against the DJ's decision on the maintenance for the children and the division of matrimonial assets.[18] While the Husband initially appealed against the DJ's decision on custody, care and control, and access to the children, he has since confirmed that he is no longer appealing against these aspects of the DJ's decision.[19]

11 The Husband raises seven grounds of appeal. The first five grounds relate to maintenance for the children, while the sixth and seventh grounds relate to the division of matrimonial assets.[20] The grounds of the Husband's appeal are as follows:

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17 ROA Volume 1 at pp 1–2; Supplemental Record of Appeal (Volume I) filed by the Appellant in HCF/DCA 94/2025 ("SROA") at pp 144–145.

18 ROA Volume 1 at p 2.

19 HCF/DCA 46/2025 Appellant's Case dated 7 November 2025 ("DCA 46 AC") at para 8(iii).

20 DCA 46 AC at paras 11–17.

(a) The amount ordered as maintenance for the children contains an element of proxy spousal maintenance and exceeds what is reasonable for the children's welfare.

(b) The amount ordered for the maintenance of the children is onerous in relation to the Husband's disposable monthly income.

(c) The DJ erred in ordering the Husband to bear 100% of certain major expenses for the children.

(d) The DJ erred in using the Wife's declared income in apportioning the Wife's share of the maintenance for the children, rather than the Wife's earning capacity.

(e) The DJ breached the rules of natural justice by increasing the maintenance order in the S-GD based on the Wife's further submissions which were not served on the Husband.

(f) The DJ erred in failing to draw an adverse inference against the Wife.

(g) The DJ erred in adding back part of the Husband's annual bonus in 2023 to the pool of matrimonial assets.

Grounds of appeal in DCA 94

12 In DCA 94, the Wife appeals against the whole of the DJ's decision.[21] The Wife raises 13 grounds in her appeal. The first two grounds relate to custody of and access to the children respectively. The third and fourth grounds relate to maintenance for the children. The fifth to eleventh grounds relate to the

[21] SROA at pp 144–145.

division of matrimonial assets. The twelfth ground relates to spousal maintenance. The thirteenth ground relates to an allegation of unfair treatment by the DJ. The grounds of the Wife's appeal are as follows:

(a) The DJ erred in ordering joint custody as co-operation is not possible between the parties.[22]

(b) The DJ erred in ordering liberal access as the Husband only exercises sporadic access.[23]

(c) The DJ erred by ordering a quantum of maintenance that does not reflect the children's real needs.[24]

(d) The DJ erred by failing to order the Husband to pay maintenance for [L].[25]

(e) The DJ erred by deducting the Husband's liabilities from the pool of matrimonial assets.[26]

(f) The DJ erred by excluding the Husband's superannuation account from the pool of matrimonial assets.[27]

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22 HCF/DCA 94/2025 Appellant's Case dated 6 November 2025 ("DCA 94 AC") at paras 7–14.

23 DCA 94 AC at paras 15–21.

24 DCA 94 AC at paras 25–39.

25 DCA 94 AC at paras 40–44.

26 DCA 94 AC at paras 54–61.

27 DCA 94 AC at paras 62–73.

(g) The DJ erred by excluding the Husband's bonuses from the pool of matrimonial assets.[28]

(h) The DJ erred by double-counting the Husband's income tax liability in the pool of matrimonial assets.[29]

(i) The DJ erred in ordering the Wife to receive only 45% of the pool of matrimonial assets.[30]

(j) The DJ erred in drawing an ordinary inference against the Wife.[31]

(k) The DJ erred in failing to draw an adverse inference against the Husband despite clear evidence of non-disclosure and evasive conduct.[32]

(l) The DJ erred in failing to grant nominal spousal maintenance for the Wife.[33]

(m) The DJ appeared to have treated the parties unevenly.[34]

Threshold for appellate intervention

13 I note that the parties have raised many grounds of appeal. I thought it appropriate to first set out the threshold for appellate intervention, that is, when the appellate court should disturb the DJ's orders. An appellate court will

28 DCA 94 AC at paras 74–90.

29 DCA 94 AC at paras 96–100.

30 DCA 94 AC at paras 45–53.

31 DCA 94 AC at paras 91–95.

32 DCA 94 AC at paras 101–106.

33 DCA 94 AC at paras 107–117.

34 DCA 94 AC at paras 118–132.

seldom interfere in the orders made below unless it can be demonstrated that the court has committed an error of law or principle, or has failed to appreciate certain crucial facts (*ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") at [42]). The appellate court should be slow to make minor adjustments for idiosyncratic reasons, as that would create uncertainty. In defining "idiosyncratic reasons", the court gave an example where "one court might say $40 is adequate pocket money for a 12-year-old child, and another might think that $50 is more reasonable". The court clarified that *vis-à-vis* such discretionary decisions, the privilege and duty of making that call lies with the *judge at first instance* (*MZ v NA* [2006] SGHC 95 at [5], as cited in *Koh Bee Choo v Choo Chai Huah* [2007] SGCA 21 ("*Koh Bee Choo*") at [46]).

14 With this guiding principle in mind, I shall first consider the issues raised in DCA 46, before considering the issues raised in DCA 94.

DCA 46

Maintenance for the children

15 I shall first deal with the Husband's allegations relating to the *quantum* of maintenance, namely, that the quantum of maintenance is excessive and that the quantum of maintenance is unsustainable for the Husband. Thereafter, I shall deal with his allegations relating to the *apportionment* of maintenance, namely, that the maintenance was unequally apportioned across categories and that the DJ failed to consider the Wife's earning capacity. Finally, I shall address the Husband's allegation that the DJ committed a breach of natural justice.

Quantum of maintenance is excessive

(1) Husband's case

16 The Husband argues that the DJ's award for the maintenance of the children was "manifestly excessive" when measured against the median monthly income in Singapore.[35] The Husband claims that the average quantum of maintenance *per* child in the court's orders is "[S]$4,020 … or 73% of the 2024 median monthly income of full time employed residents in Singapore of S$5,500".[36]

17 The Husband further submits that the "maintenance quantum was assessed without any documented reference … to the application of a holistic, 'top-down' reasonableness test".[37] He argues that the law requires a "'top-down' sanity check" to ensure that the final quantum is reasonable and proportionate[38] and that "the absence of a final, holistic 'top-down' assessment of the total maintenance quantum represents an error in principle".[39]

18 Finally, the Husband contends that "[a]ny significant excess in the level of children's maintenance assessed is effectively spousal maintenance by proxy for the parent granted care and control". He alleges that the Wife "directly benefits" from "the amounts assigned to general household costs such as rental costs".[40]

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35 DCA 46 AC at para 18.

36 DCA 46 AC at para 21.

37 DCA 46 AC at para 18.

38 DCA 46 AC at para 19.

39 DCA 46 AC at para 22.

40 DCA 46 AC at para 22.

19 At the hearing, I told the Husband that if he alleges that the DJ erred in quantifying the maintenance amount, the Husband should propose an alternative breakdown of maintenance. The Husband referred to his affidavit of assets and means, where he alleged that he proposed a sum of S$9,000 *per* month for all of the children.

(2) Wife's case

20 The Wife submits that the "[DJ] went through [the] itemi[s]ed list of the children's expenses".[41] The Wife argues that "[t]he record further shows that the [DJ] conducted an overall reasonableness review, [as the S-GD] explicitly noted that [the DJ] '<u>did not think affordability should be an issue</u>', confirming [the DJ's] awareness of the total financial impact" [emphasis in original].[42]

21 The Wife further contends that the Husband's argument that the DJ failed to conduct a "top-down reasonableness test" is misconceived as "[t]here is no such mandatory legal test in Singapore family jurisprudence".[43] The Wife refers to s 69(4) of the Women's Charter 1961 (2020 Rev Ed) ("Women's Charter") as the "statutory framework … [that] governs the determination of child maintenance [which] requires the Court to assess the children's reasonable needs in proportion to the parents' respective means and <u>station in life</u>" [emphasis in original].[44] The Wife cites *XIK v XIL* [2025] SGHCF 16 ("*XIK*") and *WBU v WBT* [2023] SGHCF 3, which she claims espouse the "station in life" principle that requires maintenance to be awarded to maintain the

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41 HCF/DCA 46/2025 Respondent's Case dated 5 December 2025 ("DCA 46 RC") at para 23.

42 DCA 46 RC at para 24.

43 DCA 46 RC at para 19.

44 DCA 46 RC at para 19.

children's accustomed standard of living, rather than a sum benchmarked against national norms.[45] The Wife argues that "[b]enchmarking the children's maintenance against Singapore's median income is legally and conceptually flawed".[46]

22 The Wife denies that the DJ's orders provided for "proxy spousal maintenance". She argues that the DJ denied her nominal maintenance, showing that the DJ clearly distinguished between maintenance for the children and spousal maintenance.[47]

(3) Decision

23 I reiterate the appellate court's reluctance to make minor adjustments for idiosyncratic reasons (see [13] above). I am unable to find any case law in Singapore that espouses a "top-down" assessment of the quantum of maintenance ordered for children of the marriage. There is also no basis to adjust the quantum of maintenance ordered for being excessive when measured against the median monthly income in Singapore.

24 When ordering maintenance for a child, the court will have regard to all the circumstances of the case, including the standard of living enjoyed by the child before the parent refused to provide reasonable maintenance for the child (s 69(4)(*f*)(iii) of the Women's Charter). The Women's Charter does not require the quantum of maintenance to be pegged to the median income of Singapore residents. Rather, the statute explicitly refers to the child's standard of living as

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45 DCA 46 RC at para 21.

46 DCA 46 RC at para 21.

47 DCA 46 RC at para 22.

one of the factors to be considered in assessing an appropriate quantum of maintenance.

25 The Husband does not dispute the quantum of maintenance payable for any *specific* component of maintenance. Rather, he expresses that the total quantum he pays is excessive. The Husband has expressed that he would be willing to pay S$9,000 *per* month in total, but that the S$12,000 in practice he pays is too much.

26 The DJ ordered the Husband to pay the Wife S$8,638.72 *per* month in child maintenance, with the Husband to reimburse the Wife for certain expenses.[48] The discrepancy between the maintenance amount ordered by the DJ and the actual amount the Husband pays to the Wife on a monthly basis (*ie*, around S$12,000) stems from the reimbursable expenses incurred for the children's benefit, which include the costs of the children's therapy and other interventions, medical and dental expenses, school supplies, and other expenses agreed to.[49]

27 I acknowledge that the Husband may be concerned that he was ordered by the DJ to bear 100% for certain expenses, such as the children's rental expenses and their insurance premiums. In so far as his concern is that the quantum of maintenance is too onerous on him, I have addressed this issue at [36]–[41] below.

28 I also do not accept the Husband's argument that the DJ ordered "proxy spousal maintenance" through the amounts assigned to general household costs,

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48 ROA Volume 1 at p 8 (paras 7(b) and 7(d)).

49 ROA Volume 1 at p 8 (para 7(d)).

including rental. It is common practice for the court to build in a portion of the household costs into the quantum of maintenance for children. In fact, the Husband's own computation of the children's expenses includes a component for household expenses.[50]

29 In my view, the DJ had not ordered an excessive quantum of maintenance.

Quantum of maintenance is unsustainable for the Husband

(1) Husband's case

30 The Husband argues that the "total maintenance payable by [him] consumes 72% of [his] monthly disposable income, and is manifestly excessive and unsustainable".[51] The Husband claims that the DJ "failed to properly consider [his] actual financial capacity, which is materially affected in the medium term due to debts incurred … while also supporting the Wife and children almost entirely at his own expense".[52] The Husband states that the "court-ordered maintenance payable … including reimbursements, averages [S]**$10,471 per month** representing **72%** of the Husband's monthly disposable income of [S]**$14,709.90** after tax and debt servicing" [emphasis in original].[53] The Husband submitted at the hearing that as a result of the maintenance orders, he was being forced into a position where he would no longer be able to function in Singapore and actually participate as the primary provider for the children.

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50 ROA Volume 3 at p 943 (para 24).

51 DCA 46 AC at para 32.

52 DCA 46 AC at para 32.

53 DCA 46 AC at para 35.

31 The Husband refers to *AKC v AKD* [2014] 3 SLR 1374 ("*AKC*"), where the court recognised that it is unreasonable to require a parent to pay "close to half of his income for maintenance alone".[54] The Husband claims that the order "creates a 40% monthly deficit in [his] monthly disposable income", which is "not sustainable".[55]

(2) Wife's case

32 The Wife submits that the Husband's claim that the maintenance orders allegedly consume "72% of his disposable income" is not premised on any evidence that was before the DJ.[56] The Wife refers to the DJ's findings that "the Husband's monthly net income far exceeded S$20,000" and that "affordability should not be an issue".[57] The Wife states that "the entire maintenance allocated to the three children of the marriage … does not even reach 1/3 of the [Husband's] actual income".[58]

33 The Wife also contends that the Husband's reliance on *AKC* was misplaced, as "[the] case concerned a modest-income father … whose maintenance obligations approached half of a <u>grossly lower</u> income" [emphasis in original].[59]

54 DCA 46 AC at para 34.

55 DCA 46 AC at para 37.

56 DCA 46 RC at para 36.

57 DCA 46 RC at para 38.

58 DCA 46 RC at para 40.

59 DCA 46 RC at para 39.

34 The Wife then argues that the "'deficit' the [Husband] is attempting to portray is entirely self-inflicted and self-serving".[60] The Wife refers to the Husband's decision to "rent premium accommodation" and how he "continued to incur extraordinary discretionary expenditure".[61] The Wife refers to *VBR v VBS* [2025] SGHCF 54 ("*VBR*"),[62] where the court held at [7] that liabilities taken on by the husband in that case were "a calculated, self-serving financial decision" and that "[a] reasonable parent who is paying maintenance of his children should live within his means and not take on unnecessary financial obligations that reduces his ability to provide". The Wife also mentions that the DJ "deducted the [Husband's] personal liabilities incurred on his own credit cards … as a whole from the matrimonial pool".[63]

35 The Wife argues that the Husband's "claimed *disposable income* analysis is legally meaningless", as "[m]aintenance assessments are based on *gross income less reasonable fixed commitments* such as government tax, not self-chosen extraordinary excessive consumption patterns" [emphasis in original].[64]

(3) Decision

36 All parents have a duty to maintain their children in a manner that is reasonable. What is reasonable is determined having regard to the parent's means and station in life (s 68 of the Women's Charter).

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60 DCA 46 RC at para 41.

61 DCA 46 RC at para 41.

62 DCA 46 RC at para 42.

63 DCA 46 RC at para 38.

64 DCA 46 RC at para 44.

37 The DJ found that the Husband's monthly average disposable income was S$24,000. She did so by considering the Husband's income earned, based on the Inland Revenue Authority of Singapore ("IRAS") Notices of Assessment ("NOA") of the Husband in 2021, 2022 and 2023, from which she deducted the Husband's income tax liabilities (GD at [95]). This is a sound method of calculating the Husband's average monthly income. The Husband has not shown why this finding should be deviated from.

38 Be that as it may, the amount of the Husband's monthly average disposable income arrived at by the DJ of S$24,000 (GD at [96]) differs significantly from the Husband's claimed net monthly salary of S$14,709.90 (see [30] above). It appears that the discrepancy between the Husband's claimed net monthly salary and the DJ's finding of the Husband's monthly salary arises from the Husband's debt servicing obligations. Thus, the question is whether the court should factor in the Husband's alleged personal expenses when determining the "parent's means", as *per* s 68 of the Women's Charter.

39 In *VBR*, a case cited by the Wife, the court declined to consider the husband's personal expenses when determining a reasonable quantum of maintenance for the children (at [7]). The court in *VBR* explained that it was not the case that the husband "faced a sudden decrease in his earnings", but that it was a case where "[the husband had] taken on significant financial obligations on his own accord … [including] his decision to purchase a condominium" (at [7]).

40 The Husband alleges that he has to commit a portion of his income to debt servicing (see [30] above). I note that the Husband's liabilities include a debt owing to United Overseas Bank Limited ("UOB") and unpaid tax to

IRAS.[65] While it may be prudent for the Husband to pay off his outstanding liabilities expediently, that cannot trump the Husband's statutorily-enshrined *duty* to maintain his children, as *per* s 68 of the Women's Charter. In my view, it is not open to the Husband to rely on his outstanding liabilities to shirk his responsibility to provide for his children. In any case, the Husband's maintenance payments of around S$10,471 *per* month (after reimbursements) accounts for less than half of the Husband's take-home pay of around S$24,000.

41 Therefore, I do not find that the quantum of maintenance ordered by the DJ is unsustainable for the Husband.

Maintenance was unequally apportioned across categories

(1) Husband's case

42 The Husband notes that the "assessment of the children's maintenance uses different apportionment methodologies for different categories of expenses without any justification or discernible guiding principle".[66] The Husband states that he is made to bear 100% of the children's share of the rental expenses and medical insurance premiums, in a departure from the DJ's primary method of allocating the Husband's and the Wife's share of the children's expenses at 81:19 based on the proportions of their income.[67] The Husband argues that the "absence of reasoning or apparent principle justifying the use of different methods of apportionment invites the conclusion that the decision was

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65 ROA Volume 3 at p 944.

66 DCA 46 AC at para 24.

67 DCA 46 AC at paras 24 and 27.

arbitrary" and that the "resulting decision materially increases the Husband's share of the children's maintenance costs".[68]

(2) Wife's case

43 The Wife states that the "apportionment of maintenance items is a quintessentially discretionary judicial exercise guided by s 69(4) of the Women's Charter, which requires the Court to consider … the parents' respective means".[69] The Wife refers to *XIK* at [97] for the proposition that maintenance must be assessed holistically and contextually.[70] The Wife argues that "[c]ertain structural items such as housing, therapy, and medical insurance directly safeguard the children's welfare and stability" and that the "[DJ] was therefore entitled to apportion some of these wholly to the financially dominant parent".[71] The Wife claims that the "[Husband's] assertion that the [DJ's] reasoning was 'arbitrary' is unfounded", as the DJ "examined each category of expense … and overall explained her guiding rationale".[72]

(3) Decision

44 The Husband's grievance is that he is made to fully bear the costs of: (a) the children's rental expenses; and (b) the children's insurance premiums.[73] This stands in contrast to all other categories of expenses, which the Husband

68 DCA 46 AC at paras 29–30.

69 DCA 46 RC at para 27.

70 DCA 46 RC at para 28.

71 DCA 46 RC at para 28.

72 DCA 46 RC at para 32.

73 ROA Volume 1 at pp 7–8.

and the Wife bear in the ratio of 81:19. I note that the DJ did not explain why the Husband has to solely bear the expenses in these two categories.

45 The maintenance of the children should be apportioned in accordance with the financial capabilities of the parents, among other factors (see *ANJ* at [43]). The DJ has made the finding that the ratio of the Husband's and the Wife's monthly disposable income is 81:19 (GD at [97]). Accordingly, the parties should contribute towards the maintenance of their children in the same proportion of 81:19 for all expenses, including rental expenses and insurance premiums, pertaining to the children.

46 I note the Wife's argument that items like housing, therapy, and medical insurance directly safeguard the children's welfare and that the Husband is the more "financially dominant parent". Be that as it may, if there are any changes in circumstances which may impact either parent's ability to provide for these essential items, the change in maintenance quantum/apportionment would be more appropriately addressed in an application for the variation of maintenance.

47 I note that the Husband has been making payment for the children's insurance premiums. He should continue to make payments for the insurance premiums, but the Wife should bear 19% of the payment for the children's medical insurance premiums. The Husband pays S$102.15 for each of the children's medical insurance plans *per* month.[74] The Husband pays an additional S$63.59 *per* month (*ie*, pro-rated from the sum of S$763.06 *per* year) for a separate medical insurance plan for [A].[75] The Husband thus pays

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[74] ROA Volume 3 at pp 939–942.

[75] ROA Volume 3 at pp 1139–1143.

approximately S$370.04 *per* month for all the children's insurance plans. The Wife should be paying 19% of this sum, *ie*, S$70.31.

48 The DJ has found that the rental expense for the Wife and the children is S$4,500 (S-GD at [5]). The rental contract for the condominium unit rented by the Wife for the children and herself likewise shows that the rental amount is S$4,500 *per* month.[76] By dividing the rental amount by four (to account for the Wife and three children living in the unit), the DJ found that the rental expense for each child was S$1,125. The Husband bears 100% of the rental expense for each child, meaning that he contributes S$3,375 for the children's rental expense *per* month. The Wife should be paying 19% of this sum, *ie*, S$641.25.

49 I thus allow the Husband's appeal on this ground. The Husband currently pays the Wife S$8,638.72 *per* month for the maintenance of the children, before factoring in any reimbursements payable to the Wife. When arriving at the revised order for monthly maintenance of the children, it would be appropriate to offset the sums that the Wife should contribute for the children's insurance premium payments and the children's rental expenses (*ie*, a total of S$711.56) against the existing sum of maintenance ordered by the DJ to be paid by the Husband to the Wife. Therefore, the revised amount payable by the Husband to the Wife for the maintenance of the children is S$7,927.16 *per* month, before factoring in reimbursable expenses incurred for the children's therapeutic, medical, and educational expenses.

[76] SROA at p 28.

Failure to consider the Wife's earning capacity

(1) Husband's case

50 The Husband argues that the DJ erred by "failing to draw the appropriate conclusions from her own findings regarding the Wife's financial resources and earning capacity". Despite finding that the Wife had "undisclosed sources of income", led a "luxurious lifestyle", was "more than ably qualified", and "very employable", the DJ failed to impute a higher earning capacity to the Wife.[77] He suggests that "[t]he court's power to impute earning capacity is firmly grounded in section 69(4)(b) of the Women's Charter, which mandates that the court consider … the parties' … '*earning capacity (if any), property and other financial resources*'" [emphasis in original].[78]

51 The Husband refers to *WLE v WLF* [2023] SGHCF 14 at [24] for the proposition that what is relevant for the apportionment of the maintenance obligation is not one's last earned income, but one's earning capacity.[79]

(2) Wife's case

52 The Wife argues that the DJ "explicitly considered the [Wife's] qualifications, work history, and caregiving responsibilities before concluding that her current part-time employment was appropriate given the family circumstances", recognising that "full-time office-based employment was unrealistic in light of caregiving demands".[80] At the hearing, the Wife reiterated that she could not pursue a full-time job as she had to care for the children.

77 DCA 46 AC at para 38.

78 DCA 46 AC at para 39.

79 DCA 46 AC at para 39.

80 DCA 46 RC at para 52.

53 The Wife argues that the "concept of imputed income under s 69(4)(b) of the Women's Charter applies only where there is evidence of voluntary under[employment] or non-employment or willful [*sic*] non-disclosure".[81] The Wife states that the "[DJ's] observation that the Wife was 'qualified' and 'employable' was a general remark about long-term potential, **not** a finding of concealed income" [emphasis in original].[82]

(3) Decision

54 Section 68 of the Women's Charter stipulates that the paying parent should provide maintenance as may be reasonable having regard to his or her "means and station in life".

55 Although the Wife is qualified and employable, and her current income does not fully reflect her earning capacity, she is constrained from finding a full-time job with better remuneration. The Wife has explained, both in her affidavits and at the hearing, that she is the primary caregiver of three young children. The Wife has explained that she needs to send some of the children to therapy sessions during office hours. She is not staying in her current job out of an unwillingness to find a better-paying job, but because her current job provides her with the flexibility necessary to care for the children.

56 Following from the above, I am of the view that the parties' actual salaries, as reflected in their respective NOAs, are a good reference to assess a suitable apportionment of the maintenance of the children.

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81 DCA 46 RC at para 53.

82 DCA 46 RC at para 54.

57 I thus do not find that the DJ erred by apportioning the maintenance payments based on the parties' actual income, as opposed to considering the Wife's earning capacity.

Breach of natural justice

(1) Husband's case

58 The Husband alleges that the DJ "[made] material upward variations to the children's maintenance award in the **S-GD** … based on new and extensive submissions made by the [Wife] … [which] were not served on the Husband in a timely manner" [emphasis in original] and that this "[constituted] a clear breach of the rules of natural justice".[83] The Husband alleges that as a result of the submissions filed by the Wife, the S-GD included an "upward revision of the children's maintenance to cover an increase in the rental cap".[84] The Husband argues that "[t]he variations made in the S-GD should be set aside, and the maintenance arrangements for the children should be re-assessed with advice and arguments from both parties".[85]

(2) Wife's case

59 The Wife argues that the "[DJ's] directions … expressly permitted parties to file *Other Hearing-Related Requests* ("OHRR") limited to clarificatory matters arising from the hearing record" and that "[b]oth parties availed themselves of that process."[86] She states that "[t]he **S-GD** did not

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83 DCA 46 AC at para 42.

84 DCA 46 AC at para 49.

85 DCA 46 AC at para 52.

86 DCA 46 RC at para 63.

introduce new evidence or re-determine substantive issues; it merely clarified computational aspects of the maintenance orders" [emphasis in original].[87]

(3) Decision

60 A breach of natural justice occurs when a party is not given notice of the proceedings or, if he is given notice, he is not afforded an opportunity to present his case before the court (*TSH v TSE* [2017] SGHCF 21 at [55]). I note that the Husband was represented before the DJ. I also note that the Wife's OHRR were served on the Husband.[88] At the hearing, I asked the Husband whether his lawyer informed the DJ that the Husband wished to respond to the Wife's submissions. The Husband was unable to raise an instance where either he or his solicitor informed the DJ that he wished to respond to the Wife's submissions. This was hence not a situation where the Husband was prevented, by the court, from responding to the Wife's submissions.

61 In this case, the DJ had instructed both sets of counsel to "file under cover of OHRR the respective listings" for the DJ to consider a suitable quantum for the Wife and children's rental expenses.[89] The DJ did not instruct parties to file submissions of any sort. Rather, the DJ merely requested *evidence* of relevant rental listings. She was prepared to take the evidence *from both parties* into account when amending the orders in the S-GD.

62 Thus, there was no breach of natural justice.

87 DCA 46 RC at para 65.

88 DCA 46 AC at p 21 (Table 3, viii).

89 ROA Volume 1 at p 155.

Division of matrimonial assets

Failure to draw adverse inference against the Wife

(1) Husband's case

63 The Husband argues that "[a]n error of law occurred when … an [o]rdinary inference was drawn instead of the appropriate [a]dverse inference" against the Wife.[90] The Husband referenced the GD, where the DJ commented that "[t]he Wife's actions were 'rather suspicious' and she appeared to be 'engaged in some trading activity'" and that "[t]he Wife 'has more income than she discloses' and 'continues to lead a rather luxurious lifestyle'".[91] The Husband alleges that "[t]hese findings satisfy the legal test for drawing an adverse inference".[92]

(2) Wife's case

64 The Wife argues that there was no *prima facie* substratum of evidence establishing concealment.[93] The Wife explains that the "[DJ] expressly found no concealed accounts, assets, or income streams capable of valuation".[94] The Wife states that the Husband's "allegation of [her] 'luxurious lifestyle' does not rest on any proven fact or actual expense which was already vetted by the trial court. None of these establish undisclosed income or hidden wealth".[95]

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90 DCA 46 AC at para 53.

91 DCA 46 AC at para 56.

92 DCA 46 AC at para 57.

93 DCA 46 RC at paras 73–74.

94 DCA 46 RC at para 74.

95 DCA 46 RC at para 75.

(3) Decision

65 An adverse inference may be drawn where: (a) there is a substratum of evidence that establishes a *prima facie* case of concealment against the person against whom the inference is to be drawn; and (b) that person had some particular access to the information he is said to be hiding (*Koh Bee Choo* at [28]). Upon finding an adverse inference, the court may: (a) make a finding on the value of the undisclosed assets and include that value into the pool of matrimonial assets for division; or (b) award a higher proportion of the known assets to the other party (*UZN v UZM* [2021] 1 SLR 426 ("*UZN*") at [28]).

66 The purpose of drawing an adverse inference in the context of the duty to make full and frank disclosure of assets is to enable the court to reach a fair assessment of the total pool of matrimonial assets liable to be divided (*UZN* at [20]). The court noted that an adverse inference ought *not to be easily drawn* against a party unless both the criteria (as laid out at [65] above) are satisfied (*UZN* at [21]).

67 At the hearing below, counsel for the Husband submitted that an adverse inference should be drawn against the Wife, given that the Wife failed to disclose the full extent of her involvement in a business called "Golden Panther" (GD at [58]). Counsel for the Husband contended that the Wife had failed to disclose the income derived from this business (GD at [58]). The DJ found that the Wife appeared to be "rather involved in this business … allowing her to incur [particular] outgoings" (GD at [60]). The DJ then referenced the Wife's expenses, which totalled to S$3,545.96 (GD at [60]). The DJ found that after subtracting the Wife's expenses and the amount the Wife pays for [L], the Wife would subsist on S$146 *per* month. The DJ found it "difficult to believe that someone subsisting on less than [S]$200 a month would be engaging private

lawyers for various sets of proceedings" (GD at [61]) and drew an ordinary inference that "the [Wife] has more income than she discloses" (GD at [64]). Nevertheless, the DJ did not draw an adverse inference against the Wife.

68 In relation to the "Golden Panther" business which the Wife was involved in, I note that any payment received from "Golden Panther" was deposited into the Wife's bank account, as reflected in her bank statements,[96] which already forms part of the pool of matrimonial assets (GD at [45]). There is no concealment in this regard.

69 Moreover, there is no evidence that the Wife is funding her lifestyle through a separate source. The DJ estimated that the Wife's monthly expenses were about S$5,045.96 (GD at [60]–[61]). The Wife's bank statements seem to indicate that many of the payments were likely made for the children.

70 What is important is that the Wife's spending is funded *entirely* by her salary payments and payments made by Golden Panther, which are the two main sources of deposits into her bank accounts.[97] There is no indication of any other source of funding. While the Wife's lifestyle may be "luxurious", in the words of the DJ, there is no evidence that it was funded by any means other than her salary payments and payments made by Golden Panther, which have been disclosed.

71 I thus do not find that the DJ erred in declining to draw an adverse inference against the Wife.

[96] ROA Volume 2 at pp 227 and 248.

[97] ROA Volume 2 at pp 227–259.

Addition of 2023 bonus into the pool of matrimonial assets

(1) Husband's case

72 Lastly, the Husband argues that the "[DJ] erred in law and in fact by adding [S]$57,123 from the Husband's 2023 bonus into the pool of matrimonial assets"[98] and he alleged, at the hearing, that the DJ did not carry out a correct application of the *TNL dicta*. The Husband alleges that his 2023 bonus was used for ordinary, "run-of-the-mill" family expenses.[99] The Husband alleges that in the GD, "no 'substantial sums' were identified that were expended without the consent of the Wife". He argues that "[t]he Court failed to establish the necessary precondition of a 'substantial sum' being expended without [the Wife's] consent".[100]

(2) Wife's case

73 The Wife defended the DJ's decision by explaining that "[the DJ] conducted a detailed, line-by-line analysis of the [Husband's] own bank statements and his self-generated 'bonus-consumption' table, identified all items capable of implied consent, and added back the remainder which did not meet these criteria in accordance with the *TNL* framework".[101] The Wife claims that "the [S]$57,123 balance was not 'run-of-the mill expenses' but undisputedly substantial unilateral outlays: sizeable credit-card repayments, clearance of Australian overdrafts, 'normal loans' with no reasonable explanation, a loan to [the Husband's] brother, and pre-IJ personal legal fees".[102]

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98 DCA 46 AC at para 61.

99 DCA 46 AC at para 69.

100 DCA 46 AC at para 69.

101 DCA 46 RC at para 80.

102 DCA 46 RC at para 83.

(3) Decision

74 The values of certain assets may be added into the pool of matrimonial assets, but not as a consequence of a lack of full and frank disclosure. Assets which may be added into the pool of matrimonial assets include substantial sums expended by one spouse during the period in which divorce proceedings are imminent if the other spouse has a putative interest in the asset and has not agreed, either expressly or impliedly, to the expenditure (*TNL v TNK* [2017] 1 SLR 609 ("*TNL*") at [24]; *UZN* at [62]). This principle is commonly referred to as the "*TNL dicta*".

75 The basis for adding the sums back into the pool of matrimonial assets pursuant to the *TNL dicta* is that the consent of the other party was not obtained (*UZN* at [64]). This flows from the notion of matrimonial assets being seen as "community property" (*Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 ("*Lock Yeng Fun*") at [40]).

76 The Husband received a net bonus payment of S$84,519 on 30 March 2023 (GD at [28]).[103] It is not disputed that the entire 2023 bonus had been consumed. The issue is whether the Husband's 2023 bonus was used for run-of-the-mill family expenses. If it was, the entire bonus should not be included in the pool of matrimonial assets. The burden lies on the Husband, as the party who had expended the substantial sum, to prove that the 2023 bonus should not be added back into the pool of matrimonial assets (see *WOS v WOT* [2024] 1 SLR 437 at [41]).

103 ROA Volume 5 at p 4274.

77 In my view, the DJ was right in the way she accounted for the Husband's 2023 bonus. The Husband produced a table detailing what he used his bonus for.[104] The DJ correctly recognised that the Wife would not have consented to much of the spending. The DJ noted that out of the expenses detailed in the Husband's table, the Wife might only be said to have implicitly consented to the helper's salary and the back-payment of rent (in so far as the Husband was paying rent for an apartment that the parties and the children were residing in) (GD at [31]). The DJ then went on to identify other expenses, from the Husband's bank statements, that the Wife could be said to have implicitly consented to (GD at [32]). These expenses relate to the children and the parties' employed domestic helper. The expenses incurred from 4 April 2023 to 8 May 2023 totalled S$27,396. After deducting the sum of S$27,396 from the Husband's bonus sum of S$84,519, the DJ found that S$57,123 should be returned to the pool of matrimonial assets (GD at [36]).

78 Apart from the sum of S$57,123 identified by the DJ, the DJ found that a further sum of S$1,340 (inclusive of payment for, among others, [E]'s school bus fare, utilities, and the family's domestic helper's transportation, *etc*) was expended by the Husband for run-of-the-mill family expenses, which should not be added back to the matrimonial asset pool. However, in the final analysis, the DJ did not deduct the sum of S$1,340 from the Husband's bonus sum (GD at [36]). Thus, the sum of S$57,123 was added back into the pool of matrimonial assets.

79 I decline to deduct the sum of S$1,340 from the pool of matrimonial assets. The Husband did not point me to any entries in his bank account statements corresponding to this sum allegedly expended for the family's

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104 ROA Volume 9 at p 7109.

benefit. Without proof of the same, I am unable to find that the Husband actually made these payments for the benefit of the family.

80 The Husband alleges that the DJ did not identify substantial sums expended without consent – this is untrue. The DJ's approach was to find that the Wife would have *prima facie* not consented to the Husband's spending, save for those made for the family's benefit. I find that the DJ's approach is justifiable, as it accounted for the parts of the bonus, a matrimonial asset, that was expended without the consent of the Wife. The Husband has simply failed to satisfy the burden of proof that he spent *all* of the 2023 bonus on family expenses.

81 The DJ was correct to include part of the Husband's 2023 bonus into the pool of the matrimonial assets.

82 I shall now deal with DCA 94, the appeal by the Wife.

DCA 94

Custody of the children

(1) Wife's case

83 The Wife argues that the DJ erred by ordering joint custody for the children.[105] The Wife submits that joint custody should only be ordered where "cooperation is workable and serves the children's welfare",[106] and she cites *XPG v XPH* [2025] SGHCF 45 ("*XPG*") as an example of the court awarding sole custody to a parent where joint custody was not workable between the

105 DCA 94 AC at para 7.

106 DCA 94 AC at para 8.

parties.[107] The Wife asserts that she and the Husband are unable to co-operate and that she is the "consistent and informed parent, coordinating schooling, therapy, and medical follow-up for three children".[108] The Wife acknowledges that joint custody was recorded by consent during the hearing below, but seeks an order of sole custody, given the "[Husband's] pattern of non-cooperation" and "the Court [retaining] a continuing duty to ensure that the arrangement served the children's best interests".[109]

84 The Wife also submits that the DJ's orders were inconsistent in so far as the Wife has the final say on education and therapy, but not for medical matters, "which are inseparable from the children's therapeutic and developmental care".[110] The Wife further alleged at the hearing that the existing orders are vague in terms of the Wife being required to consult and allow reasonable time for the Husband to reply.

(2) Husband's case

85 The Husband argues that joint custody, as ordered by the DJ, should be granted. He argues that "the Wife's singularly uncompromising approach to custodial matters is a self-generated grievance and has no bearing on the reasonableness of the [DJ's] decision".[111] The Husband states that he "was, and wishes to remain, a heavily involved parent", and it would therefore be "in the

107 DCA 94 AC at para 9.

108 DCA 94 AC at para 11.

109 DCA 94 AC at paras 13–14.

110 DCA 94 AC at para 12.

111 HCF/DCA 94/2025 Respondent's Case dated 7 December 2025 ("DCA 94 RC") at para 17.

best interests of the children for [the Husband] to have a say in major decisions concerning their wellbeing".[112]

86 At the hearing, the Husband referred to *CX v CY* [2005] 3 SLR(R) 690 ("*CX*") as establishing joint custody as a strong default in Singapore.

(3) Decision

87 When making orders as to custody, the paramount consideration is the welfare of the child (s 125(2) of the Women's Charter).

88 It is undeniable that the parties' relationship has broken down. While the parties still communicate with each other over WhatsApp and e-mail,[113] I note many instances where the parties accuse each other of making last-minute requests, being unresponsive, being unreasonable, *etc*. However, acrimony alone is not sufficient to justify a sole custody order (*CX* at [24]). Even if the parties harbour animosity towards each other, the preferable position is joint custody to preserve the concept of joint parental responsibility (*CX* at [36]). Therefore, the acrimony between the parties alone would not justify the Wife's request for a sole custody order.

89 I also do not accept the Wife's characterisation of "non-cooperation" between the parties. Having considered the parties' communication with each other, while fraught, the parties are still able to liaise with each other for the general purposes of making access arrangements, *etc*. For example, the parties generally updated each other when one parent had booked a private hire vehicle

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112 DCA 94 RC at para 18.

113 SROA at pp 39–142.

to send the children to the other parent's residence.[114] When the Wife sent the receipts for reimbursable expenses, the Husband responded to the Wife's e-mails and stated how much he had paid.[115] While the parties might have been curt and used unpleasant language in their communications with each other, I find that the parties were still able to co-operate with one another.

90 In my view, the case of *XPG* raised by the Wife does not assist her case. In *XPG*, a sole custody order was granted not just because of the parties' acrimonious relationship, but, more importantly, because the child displayed "an extreme aversion to his father" (at [5]). This aligns with the principle that the exceptional circumstances that may warrant a sole custody order are where one parent physically, sexually, or emotionally abused the child (*CX* at [38]). In this case, the Wife does not allege that the Husband abused the children, nor is there any objective evidence of the Husband abusing the children.

91 However, I note the Wife's contention regarding the inconsistency between the Wife having the final say for educational and therapeutic decisions and the Wife not having the final say for medical decisions. The Wife explained that for children with special needs, medical, educational, and therapeutic decisions are intertwined. She also explained that the order causes confusion – for example, if a doctor prescribed medication for a child's ADHD, it was unclear whether the decision would be treated as a "therapeutic" matter or a "medical" matter.

92 I do not find that the circumstances warrant a departure from the DJ's order of joint custody. However, to provide greater clarity to the parties, I amend

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114 SROA at pp 45, 48 and 57.

115 SROA at pp 63–142.

the DJ's order to encompass *medical* matters, along with the existing carveout for consultation for educational and therapeutic interventions. I doubt that the DJ meant to draw a bright line between matters relating to education and therapy and matters relating to medication. I have also stipulated a deadline of seven days for the Husband to reply to the Wife, though this, of course, does not preclude the Husband from replying earlier where possible. The revised order will bring greater clarity to the parties, whom I hope will be reasonably responsive and accommodating to each other, bearing in mind the need for communication in order to uphold the welfare of the children.

Access to the children

(1) Wife's case

93 The Wife contends that liberal access was granted pursuant to "unproven assumptions that the [Husband] would be a hands-on parent, live near the children, and cooperate reliably with the [Wife]".[116] The Wife argued at the hearing that the orders should reflect actual reality and that structured access should be ordered because the Husband allegedly does not assist the Wife with ferrying the children to school, sending them for therapy, *etc*.

94 Therefore, while the DJ's existing orders grant liberal access to the Husband, the Wife seeks to remove such liberal access since, in her view, the Husband does not utilise access.

(2) Husband's case

95 The Husband contends that the Wife did not cite any "trial evidence" to support her assertion that the DJ was misguided in awarding liberal access to

[116] DCA 94 AC at para 15.

the Husband.[117] The Husband explained at the hearing that he was not able to take full advantage of the weekday access he had been granted, as he finishes work at 6.30pm but has to return the children to the Wife's residence by 8.00pm. He stated at the hearing that it would be more stressful for the children than beneficial to pick the children up from the Wife's residence, have dinner, and return them in the 1.5-hour window.

(3) Decision

96 I note the Wife's concern about the Husband not exercising his weekday access entitlements. However, the appropriate response does not lie in the court denying the Husband his entitlement to access to the children. Without meaningful access, a child may not be able to build a loving relationship with the parent having access. Therefore, generous access subject to the child's personal needs, such as rest and schooling, should be given (*WAY v WAZ* [2022] SGHCF 14 at [14]). The court does its part in fostering parent-child relationships by ordering generous access. However, it is up to the parent to exercise his or her access rights. Relationship building between a parent and a child requires time, effort, and patience and is not amenable to judicial commands (*WOZ v WOY* [2024] SGHCF 11 at [4]). As I mentioned at the hearing, access provides an open door to the Husband; whether the Husband wishes to avail himself of that opportunity, however, is up to the Husband himself.

97 While the Husband has not exercised his weekday access rights as frequently as he may have hoped, I note his explanation for doing so. In my view, it is not appropriate for the court to "punish" the Husband by revoking his

[117] DCA 94 RC at para 19.

access rights. At the end of the inquiry, I note that the orders made by the DJ do require the Husband to inform the Wife of his intention to exercise his weekday access the week prior, for the Wife to make the necessary arrangements. I am unable to find good reasons to disturb the DJ's order for this issue.

Maintenance for the children

Quantum of maintenance is insufficient

(1) Wife's case

98 Next, the Wife argues that the DJ erred by ordering a quantum of maintenance that does not reflect the children's real needs. She claims that the DJ omitted essential household and childcare expenses, the costs of therapy, and medical-related transport costs in her calculation of maintenance. The Wife makes the following three arguments:

> (a) First, a sum of S$400 *per* month (*per* child) for food and grocery expenses is insufficient.[118]
>
> (b) Second, the DJ erred in excluding costs for holidays and birthdays.[119]
>
> (c) Third, the DJ omitted essential household and childcare expenses, including: (i) toiletries and household consumables; (ii) mandatory routine upkeep and repairs of the rental apartment; (iii) air-conditioning servicing and cleaning; (iv) children's and helper's transport to therapy and medical appointments; (v) the helper's food and

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118 DCA 94 AC at para 25.

119 DCA 94 AC at para 28.

utilities; and (vi) minor medical, dental, and school-related supplies, internet, subscriptions, birthdays, and basic family outings.[120]

99 The Wife refers to *AUA v ATZ* [2016] 4 SLR 674 and submits that "parents have [a] … **duty** to maintain their children in accordance with their means and *station in life*, **<u>not mere subsistence</u>**" [emphasis in original].[121]

(2) Husband's case

100 The Husband argues that the DJ explicitly deliberated specific elements of the expenses referred to in the Wife's case, *eg*, annual holidays and birthday celebrations and that the DJ considered the Wife's views before concluding that they were unrealistic.[122]

(3) Decision

101 I shall first deal with the Wife's argument on expenses for food and groceries. I wish to reiterate that the court is slow to make minor adjustments for idiosyncratic reasons (see [23] above). I am satisfied that a budget of S$400 *per* child *per* month is sufficient for food and groceries. The DJ had noted that the children spend much of their day in school, with food offered in school being cheaper than that outside. In any case, I note that the Wife claimed S$500 *per* child for food and groceries in her written submissions for the ancillary matters hearing before the DJ[123] – the ordered amount of S$400 *per* child is not far from the Wife's claim.

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120 DCA 94 AC at paras 31–32.

121 DCA 94 AC at para 26.

122 DCA 94 RC at paras 27–28.

123 ROA Volume 6 at p 5965 (s/n 1).

102 Next, in relation to the Wife's claim for holiday and birthday-related expenses, the DJ had correctly relied on the decision of *WSY v WSX* [2024] SGHCF 21 at [106], where the court declined to include expenses related to birthdays, holidays, and festivities as those expenses were luxuries which the Husband should not be compelled to pay (GD at [80]). While the Wife may be of the view that additional expenses for birthdays and holidays are important for children, these go beyond reasonable maintenance parents need to provide their children with under s 68 of the Women's Charter. These expenses do not constitute part of the reasonable maintenance of children but are expenses that may be contributed by the parents out of goodwill and affection towards the children.

103 Finally, I shall address the remaining items which the Wife argues were omitted from the calculation of the maintenance orders. I note that the DJ ordered a monthly sum of S$50 *per* child for miscellaneous expenses, which totals to a sum of S$1,800 *per* year (GD at [91]).

104 The DJ's orders also dealt with medical and dental expenses. These expenses are to be covered by the Husband's insurance, if not, the parties are to share in such expenses in a proportion of 81:19 (see GD at [89]). The Husband was also ordered to contribute to the school expenses on a reimbursement basis (see GD at [89]). It is thus incorrect for the Wife to state that the DJ did not consider these expenses.

105 I shall now refer to the item of "children's and helper's transport to therapy and medical appointments". The DJ already ordered S$50 for this purpose, to be shared among [E] and [A] (GD at [89]).[124] At the hearing, the

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124 ROA Volume 1 at p 33 (s/n 7) and p 37 (s/n 8).

Wife stated that she ferries [A] to the therapy sessions via a private hire vehicle and that she could not use public transportation as it takes up too much time during her working hours. The Wife could have asked the helper to bring the children to therapy sessions. Further, it is not necessary to use private transportation. The Wife should make use of Singapore's excellent public transport system. Thus, I find that the S$50 transportation budget is sufficient for the purposes of sending [E] and [A] to therapy sessions.

106 I thus do not find that the DJ ordered an insufficient quantum of maintenance.

107 For completeness, the Wife alleged that the DJ failed to weigh the Husband's "shifting litigation positions" on the issue of care and control.[125] I find that there is no evidence of any *actual* prejudice to the Wife. The DJ's analysis was grounded in objective documentary evidence. She apportioned maintenance based on the parties' respective salaries, as reflected in their NOAs (GD at [95] and [97]). The DJ was also thorough in her analysis of the various items constituting the maintenance for the children as listed in the Wife's affidavit of assets and means (GD at [89]). Thus, there is no basis to conclude that the DJ's orders on maintenance were wrong simply because the Husband might have changed his position in the course of the proceedings.

[125] DCA 94 AC at paras 38–39.

Exclusion of [L] from the maintenance orders

(1) Wife's case

108 The Wife argues that the DJ erred by failing to make maintenance orders regarding [L], her son from her previous marriage.[126] The Wife cites s 70(1) of the Women's Charter for the proposition that "a person <u>who has accepted a child as a member of the family is under the same duty to maintain that child as a parent</u>" [emphasis in original].[127]

109 The Wife further alleges that the DJ acknowledged the Wife's obligations towards [L], but "gave that burden no weight in determining spousal maintenance, asset division, or the overall financial framework",[128] while "expressly [crediting] the alleged continuing support for [the Husband's] **adult and fully capable sons aged 22 and 25** residing in Australia as a legitimate deduction from his expenses" [emphasis in original].[129]

(2) Husband's case

110 The Husband submits that the Wife had never sought maintenance for [L] in the ancillary matters hearing before the DJ.[130] The Husband also states that [L]'s father (*ie*, the Wife's first husband) "continues to support the child of their marriage and in fact did almost all of the caring in the years prior to this divorce".[131]

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126 DCA 94 AC at paras 40–44.

127 DCA 94 AC at para 41.

128 DCA 94 AC at para 42.

129 DCA 94 AC at para 42.

130 DCA 94 RC at paras 30–31.

131 DCA 94 RC at para 32.

(3) Decision

111 I notice that the Wife did not seek maintenance for [L] in the ancillary matters hearing below. Although the Wife mentioned [L] as her dependant in her affidavit of assets and means,[132] she did not seek maintenance for [L] from the Husband. In the section of her affidavit of assets and means titled "Children's Maintenance", the Wife only proposes maintenance for [E], [V], and [A], who are the children of the marriage.[133]

112 I am not convinced that the Husband should be paying maintenance for [L]. Sections 70(1) and 70(2) of the Women's Charter state:

> **Duty to maintain child accepted as member of family**
>
> **70.**—(1) Where a person has accepted a child who is not his or her child as a member of the person's family, it shall be the person's duty to maintain that child while he or she remains a child*, so far as the father or the mother of the child fails to do so*, and the court may make such orders as may be necessary to ensure the welfare of the child, which may include an order that the person pay a monthly sum or lump sum for the maintenance of the child.
>
> (2) The duty imposed by subsection (1) ceases *if the child is taken away by his or her father or mother.*
>
> [emphasis added]

113 First, the Husband's duty to maintain [L] arises if *the Wife or her ex-husband fails to do so*. There is no allegation that the Wife is not maintaining [L]. The Wife acknowledged at the hearing that both she and [L]'s father maintain [L]. At the hearing, I told the Wife that if she faces issues maintaining [L], the correct forum is to take out a variation application for maintenance against [L]'s father, rather than the Husband.

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132 ROA Volume 2 at p 175.

133 ROA Volume 2 at pp 197–199.

114 Second, any duty to maintain a child accepted as a member of the family falls away if the child is taken away by his or her father or mother (s 70(2) of the Women's Charter). In this case, [L] does not live with the Husband, *ie*, having been "taken away by [his] mother".

115 Thus, the DJ did not err by excluding [L] from the maintenance orders.

Division of matrimonial assets

116 The Wife raises seven issues relating to the division of matrimonial assets (see [12(e)]–[12(k)] above). The first four issues relate to the identification of the pool of matrimonial assets, the fifth issue relates to the apportionment of the pool of matrimonial assets between the parties, and the sixth and seventh issues relate to the drawing of an ordinary inference/adverse inference by the DJ. I shall consider each in turn.

Deduction of the Husband's alleged liabilities from the pool of matrimonial assets

(1) Wife's case

117 The Wife argues that the DJ erred by removing S$43,426.94 (representing the Husband's "[o]utstanding loans from UOB")[134] from the pool of matrimonial assets.[135] The Wife cites the cases of *TNL* and *UZN* for the proposition that a party seeking a deduction bears the evidential burden of proof that the liability was matrimonial in nature and incurred with the other spouse's consent.[136]

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134 ROA Volume 1 at p 22 (s/n 17).

135 DCA 94 AC at paras 54–61.

136 DCA 94 AC at para 57.

118 The Wife also cites s 112(2)(*b*) of the Women's Charter, which requires the DJ to "first [determine] whether those debts were genuinely incurred for the benefit of the family".[137]

(2) Husband's case

119 The Husband refers to [44] of the GD, where the DJ stated that so long as the liabilities were provable and relevant, they could be taken into account.[138]

(3) Decision

120 In the Husband's affidavit of assets and means, the Husband lists as one of his liabilities "[o]utstanding loans with UOB", which amounts to S$43,426.94.[139] The DJ deducted this entire sum from the pool of matrimonial assets (see GD at [45]).

121 The DJ is correct to rely on *WAS v WAT* [2022] SGHCF 7 at [46(a)] for the proposition that liabilities could be taken into account when identifying the pool of matrimonial assets, as s 112(1) of the Women's Charter involves a division of the parties' *net* matrimonial assets (GD at [43]). Hence, debts proven to exist at the time of the divorce should be deducted from the pool of matrimonial assets, regardless of whether these debts were incurred for the benefit of the family. It is not disputed that the liability of S$43,426.94 existed at the time of the IJ, as evidenced in the Husband's second affidavit of assets and means.[140]

[137] DCA 94 AC at para 54.

[138] DCA 94 RC at para 41.

[139] ROA Volume 3 at p 932.

[140] ROA Volume 5 at pp 4609–4610.

122 The Husband argues that his debts were incurred "supporting the family following the birth of two children in close succession and the withdrawal of effective financial contributions by the Wife".[141] The Wife alleges that no "high family-related expenses existed" at the time the Husband took out the loans.[142] I refer to *ATT v ATS* [2012] 2 SLR 859 at [12], where the Court of Appeal considered marriage as an economic union in which each spouse's financial well-being is entwined with the other. The passive spouse (*ie*, the spouse not incurring the liability) must "take the good as well as the bad", such that liabilities incurred should be treated as a loss to the family, unless the spouse can show that the loss was not incurred *bona fide*. The burden of proof is on the passive spouse to show that such loans were *not* taken for the benefit of the family for the quantum of such loans to be added back to the pool of matrimonial assets (see *UKA v UKB* [2018] 4 SLR 779 at [56] and [61]).

123 It is clear that the five individual loans which make up the Husband's outstanding loan liability were taken from 23 October 2019 to 22 September 2021, *ie*, while the parties were still married.[143] When the first loan was taken out, the children of the marriage were three years old, one year old and two months old. The Wife asserts that the Husband's bank statements and credit card statements show "repeated cash withdrawals, high personal spending, and repayment of earlier debts".[144] However, the Wife is unable to show that such high spending, if any, was not made for the benefit of the family.

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141 DCA 94 RC at para 40.

142 DCA 94 AC at para 58.

143 ROA Volume 5 at p 4610.

144 DCA 94 AC at para 58.

124 Thus, the DJ did not err by deducting S$43,426.94 (representing the Husband's "[o]utstanding loans from UOB") from the pool of matrimonial assets.

The Husband's superannuation account was excluded from the pool of matrimonial assets

(1) Wife's case

125 The Wife argues that the DJ erred in excluding the Husband's superannuation account from the pool of matrimonial assets.[145] The Wife argues that all assets are presumed matrimonial assets unless the spouse asserting exclusion proves that the asset was acquired before the marriage, citing *USB v USA* [2020] 2 SLR 588 ("*USB*").[146] The Wife submits that the Husband did not discharge his burden of proving that the superannuation account is a wholly pre-marital asset that should be excluded from the pool as he did not produce any verified annual statements for the period of 2016 to 2022.[147] The Wife also argues that the Husband's claim that he had "lost contact" with his superannuation account cannot be believed, given that there was an "active rollover" in September 2015 and that there were regular monthly transactions and deductions throughout the marriage, which could not have occurred without the Husband's knowledge and engagement.[148]

126 At the hearing, the Wife acknowledged that it is not disputed that the entire superannuation account was invested just before the marriage. However, the Wife submitted that even if the base amount in the superannuation account

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145 DCA 94 AC at paras 62–73.

146 DCA 94 AC at para 63.

147 DCA 94 AC at paras 63–64.

148 DCA 94 AC at para 65.

was earned before the marriage, whatever amount had accrued during the marriage had to be divided between the parties, citing *XZC v XZD* [2026] SGHCF 16 ("*XZC*").

(2) Husband's case

127 The Husband reiterates the DJ's conclusion that there was no evidence of the existence of voluntary contributions to the superannuation account since the marriage and that no part of the account had transformed into a marital asset available for division.[149] At the hearing, he explained that since 2011, the account was passive and was only earning interest.

(3) Decision

128 The parties are in consensus that the contributions to the superannuation account were made before the marriage. The question that remains is thus a legal one. Given that the amount contributed into the superannuation account has increased in value over the marriage, is the Wife now entitled to have the account added back as a matrimonial asset?

129 As stated at [126] above, during the hearing, the Wife took the position that the entire superannuation account was invested before the marriage. Since there were no contributions to the superannuation account during the marriage, the superannuation account is not a matrimonial asset. It is irrelevant that the amount in the account has increased in value since. For a pre-marital asset to be "transformed" into a matrimonial asset, the asset must have been substantially improved *during the marriage* by the other spouse or by both spouses (*USB* at [19(b)]; see also s 112(10)(*a*)(ii) of the Women's Charter). If the asset acquired

149 DCA 94 RC at paras 47–49.

before the marriage is not improved substantially or not used for family purposes, the asset stays out of the pool of matrimonial assets (*USB* at [19(c)]).

130 It is unclear how the Wife intends to rely on *XZC.* Nevertheless, I note that in *XZC*, the parties disputed whether a particular property purchased before the marriage, for which the Husband had made some mortgage payments *during* the marriage, was a pre-marital asset. Thus, the factual situation in *XZC* differs from that of our present case (where the Husband had not made any contributions to the superannuation account during the marriage).

131 Thus, the DJ is right to exclude the superannuation account from the pool of matrimonial assets.

The exclusion of the Husband's bonuses from the pool of matrimonial assets

132 The Wife further alleges that the DJ erred in excluding the Husband's bonuses earned in 2022 and 2024 from the pool of matrimonial assets, as well as excluding S$27,396 from the Husband's bonus earned in 2023. I have already explained why I agree with the DJ's findings on the Husband's 2023 bonus above (see [74]–[81] above). I shall now deal with the Wife's objection to the DJ's exclusion of the Husband's bonuses earned in the years 2022 and 2024.

(1) 2022 bonus

(A) WIFE'S CASE

133 The Wife submits that the DJ erred in excluding the Husband's 2022 bonus. The Wife argues that by the time the Husband received his bonus in March 2022, the Husband had retained solicitors "with a clear and admitted

intention to begin divorce proceedings”.[150] The Wife alleges that the Husband refused to account for how his 2022 bonus was applied, which warrants drawing an adverse inference against the Husband.[151]

(B) HUSBAND’S CASE

134 The Husband reiterates the DJ’s finding that only the Husband’s 2023 bonus fell within the scope of the *TNL dicta*, such that the 2022 bonus should be excluded from the pool of matrimonial assets.[152]

(C) DECISION

135 I am of the view that there is insufficient basis to draw an adverse inference against the Husband based on a failure to account for how his bonus was applied. An adverse inference may be drawn where: (a) there is a substratum of evidence that establishes a *prima facie* case of concealment against the person against whom the inference is to be drawn; and (b) that person had some particular access to the information he is said to be hiding (see [65] above).

136 There is no allegation that the Husband is *concealing* his 2022 bonus.

137 I am of the view that the Husband would have expended his entire 2022 bonus well before December 2022. Based on the Husband’s exhibited bank statements, the Husband spent S$92,474.87 in the months of June to August 2022 alone, which well exceeds the amount of the Husband’s 2022 bonus.

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[150] DCA 94 AC at para 75.

[151] DCA 94 AC at paras 76–77.

[152] DCA 94 RC at para 43.

138 I am thus of the view that the DJ did not err by excluding the Husband's 2022 bonus from the pool of matrimonial assets.

(2) 2024 bonus

(A) WIFE'S CASE

139 The Wife asserts that the DJ erred in excluding the Husband's 2024 bonus from the pool of matrimonial assets.[153] Though she acknowledges that the 2024 bonus was received after the IJ, she argues that the bonus was "awarded for employment performance covering the financial year 1 April 2023 to 31 March 2024, which fell within the de facto subsistence of the marriage".[154]

140 The Wife submits that it is incorrect for the court to merely look at when an asset was received to determine whether it is a matrimonial asset. Rather, the court should look at when and how the asset was earned.[155] The Wife cites *AJR v AJS* [2010] 4 SLR 617 ("*AJR*") for the proposition that "post-IJ bonuses and stock options must be treated as matrimonial assets where they are attributable to pre-IJ work".[156] The Wife also cites *ARY v ARX* [2016] 2 SLR 686 ("*ARY*") for the proposition that the court may depart from using the date of the IJ as the operative date of identifying matrimonial assets where "<u>fairness</u> requires inclusion of post-IJ accruals arising from the <u>continuing marital partnership</u>" [emphasis in original].[157]

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[153] DCA 94 AC at paras 85–90.

[154] DCA 94 AC at para 85.

[155] DCA 94 AC at para 86.

[156] DCA 94 AC at para 86.

[157] DCA 94 AC at para 86.

(B) HUSBAND'S CASE

141 The Husband argues that the DJ had already rejected the Wife's reliance on *ARY* for the proposition that a post-IJ contribution should be added into the pool of matrimonial assets.[158]

(C) DECISION

142 I shall consider the cases relied upon by the Wife. First, I am of the view that *AJR* does not stand for the proposition that bonuses received *after* IJ (but arising from employment prior to the date of IJ) can be added back into the pool of matrimonial assets. I reproduce the salient portion of *AJR* (at [4]):

> 4 … Hence, all the matrimonial assets (including any valuable accrued rights such as stock options and future bonuses arising from employment prior to the date of interim judgment) *which existed as at the date of the Interim Judgment* are the relevant assets for distribution. … [emphasis added]

143 It is true that bonuses arising from employment prior to the date of the IJ may be added back into the pool of matrimonial assets. However, as the court in *AJR* made clear, this applies for bonuses which *exist at the date of the IJ*. In this case, the Husband's bonus was received in March/April 2024,[159] after IJ was granted.

144 I shall now refer to *ARY*. I agree with the Wife that the court possesses the discretion to depart from the date of the IJ as the operative date for identifying the matrimonial assets (*ARY* at [34]). However, I disagree that this is a case which justifies the exceptional decision to depart from the date of the IJ as the operative date.

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158 DCA 94 RC at paras 44–45.

159 DCA 94 AC at para 85.

145 I note that in *ARY*, it is stated that the court *must exercise care* when it decides to depart from the starting point (at [36]). Moreover, while the court in *ARY* did regard the earnings of the husband post-IJ as part of the pool of matrimonial assets, I note that this was not *only* because the wife took care of the children and the household. The court found that the "amount of salary and bonuses the husband received during the intervening period was *tremendous*, when considered in relation to the value of the matrimonial assets" [emphasis added], such that the pool of matrimonial assets grew by approximately 50% within the period between the parties' separation and the commencement of ancillary proceedings (*ARY* at [42]). In this case, the Husband's 2024 bonus did not constitute as large a proportion of the total pool of matrimonial assets. Moreover, in *ARY*, the wife was a homemaker for a large part of the marriage and only made 27% of the direct financial contributions to the marriage (*ARY* at [4] and [63]). In this case, the Wife was working for most of the marriage and her direct financial contributions towards the pool of matrimonial assets total to almost 40%.

146 In these circumstances, it is inappropriate to depart from the default position of using the date of the IJ as the operative date for ascertaining the pool of matrimonial assets. I thus find that the DJ did not err in excluding the Husband's 2024 bonus from the pool of matrimonial assets.

The alleged double-counting of the Husband's income tax liability

(1) Wife's case

147 The DJ deducted a sum of S$44,191.66, representing the Husband's unpaid tax to the IRAS, from the pool of matrimonial assets (GD at [45]). The Wife submits that this was a "double-counting error", as the same tax obligation had already been accounted for when assessing the Husband's "maintenance

capacity" (GD at [95]).[160] The Wife argues that the Husband's income tax liability was a "personal statutory liability, not a 'debt owing … for the joint benefit of the family'".[161]

(2) Husband's case

148 The Husband argued at the hearing that his income tax arrears were a legitimate liability as at the date of the DJ's judgment and that the DJ considered what the liabilities on the date of the judgment were.

(3) Decision

149 Having considered the parties' submissions, I am of the view that the Wife's argument of alleged double-counting is misconceived.

150 To clarify, it is important to note that the regime of division of matrimonial assets, which is governed by s 112 of the Women's Charter, is separate from that of the regime of maintenance for the children, which is governed by, *inter alia*, s 69 of the Women's Charter.

151 The division of matrimonial assets first requires an inquiry into the extent of the pool of matrimonial assets, which is done to ascertain the "deferred community of property" yielded upon the termination of a marriage (*Lock Yeng Fun* at [40]). In so far as the division of matrimonial assets is concerned, the DJ was right to deduct the Husband's outstanding income tax liability from the pool of matrimonial assets. The court routinely deducts income tax liability from the pool of matrimonial assets when ordering the division of matrimonial assets (see

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160 DCA 94 AC at para 96.

161 DCA 94 AC at para 97.

VDT v VDU [2020] SGHCF 15 at [44] and [52]–[53]; *UNE v UNF* [2018] SGHCF 12 at [52] and [60]).

152 The inquiry into the parties' income for the purpose of ascertaining the relative proportions of maintenance payable for the children of the marriage is a separate inquiry. I am of the view that the DJ was correct in deducting the income tax liability when assessing the parties' income, as the sum the parties pay for income tax is not money available to them to use towards maintenance (GD at [96]). In any case, I note that the DJ deducted income tax liability for both the Wife and the Husband (GD at [95] and [97]).

153 The DJ thus did not err on this issue.

The Wife was awarded 45% of the pool of matrimonial assets

(1) Wife's case

154 The Wife also argues that the DJ erred by only awarding the Wife 45% of the matrimonial assets, "notwithstanding express findings that [the Wife] undertook the lion's share of caregiving and that the children possess unique developmental needs requiring continuous therapy".[162] The Wife asserts that the ultimate ratio of 45:55, with the Husband having the larger share, was unfair, given that the Husband had "proposed a 50:50 division".[163]

155 The Wife cites *ANJ*, where the court acknowledged that caring for a child with special needs "warrants an uplift in the caregiver's share of matrimonial assets". She also cites *AZZ v BAA* [2016] SGHCF 44 ("*AZZ*"),

162 DCA 94 AC at para 45.

163 DCA 94 AC at para 50.

where the "wife received additional weight even though the asset pool exceeded $13 million".[164] The Wife submits that she should be awarded a 60% share of the pool of matrimonial assets.[165]

156 At the hearing, the Wife clarified that her argument was that the DJ did not weigh *indirect* contributions properly.

(2) Husband's case

157 The Husband argues that the DJ took into account the financial and non-financial contributions of the parties to arrive at her decision.[166]

(3) Decision

158 For clarity, I reproduce the ratios of direct and indirect contributions decided by the DJ (GD at [52]), as well as the ratios proposed by the Husband and the Wife in the court below.

DJ's decision		
	Husband	**Wife**
Direct Financial Contribution	62	38
Indirect Contribution	48	52
Average	**55**	**45**

164 DCA 94 AC at para 48.

165 DCA 94 AC at para 52.

166 DCA 94 RC at para 38.

Husband's proposal[167]		
Direct Financial Contribution	48	52
Indirect Contribution	50	50
Average	49	51
Wife's proposal[168]		
Direct Financial Contribution	80	20
Indirect Contribution	10	90
Average	45	55

159 The DJ attributed 52% of indirect contributions to the Wife. However, I take the view that this does not sufficiently reflect the indirect contributions made by the Wife towards the marriage. The Wife has been the main caregiver of three young children of the marriage, including two children suspected to have special needs. I note, in particular, the Wife's efforts in managing medical appointments, education and extra-curricular activities for the three children.[169] The Wife also claims to attend all therapy sessions and medical appointments with the children,[170] which the Husband does not appear to deny.

160 I am of the view that an equitable ratio for indirect contributions is 60:40 in favour of the Wife. In *ANJ*, the court found that the wife, the primary caregiver of a child assessed to be at risk of suffering from ADHD and/or

167 ROA Volume 6 p 6163.

168 ROA Volume 6 p 5886.

169 ROA Volume 2 at pp 182–183.

170 ROA Volume 2 at p 189.

Oppositional Defiant Disorder, made 60% of the indirect contributions towards the marriage (*ANJ* at [35]–[36]). Similarly, in *AZZ*, the court assessed the wife to have made 55% of indirect contributions, given that "[the child's] special needs have demanded and received more by way of indirect contributions from the wife than from the husband" (*AZZ* at [159]).

161 Notwithstanding the love and care of both parties towards their children, the Wife was the primary caregiver of the children and was much more involved in the children's day-to-day activities while the Husband managed a full-time job. In a similar vein, the DJ also acknowledged that the Wife was responsible for managing the family's helper and running the household (GD at [48]).

162 Moreover, given that the Wife was employed for most of the marriage, save for periods of time when she was on maternity leave, the Wife would have made indirect financial contributions to the marriage as well. In fact, the DJ acknowledged that the Wife had made indirect financial contributions by contributing S$2,000 to a joint account on a monthly basis (GD at [50]).

163 Thus, a more equitable ratio of indirect contributions would be 60:40 in favour of the Wife.

164 Having amended the ratio of indirect contributions, the final ratio of the division of the pool of matrimonial assets is as follows:

	Husband	**Wife**
Direct Financial Contribution	62	38
Indirect Contribution	40	60
Average	**51**	**49**

165 Given that the total pool of matrimonial assets is valued at S$322,945.36 (GD at [45]), the Wife is entitled to S$158,243.23 while the Husband is entitled to S$164,702.13. The Wife has net assets of S$122,941.11. The Husband should thus be ordered to transfer S$35,302.12 to the Wife as her share of the pool of matrimonial assets.

The ordinary inference drawn against the Wife

(1) Wife's case

166 The Wife argues that the DJ was wrong in drawing an "'ordinary inference' adverse to the [Wife]".[171] The Wife argues that the "Personal Expenses Table" she had filed for the hearing below included estimates of future living costs. The Wife cites the cases of *TNL* and *UZN* for the proposition of when "an adverse or 'ordinary' inference may … be drawn".[172] The Wife submits that the DJ's "mistaken inference inflated [the Wife's] apparent income".[173]

(2) Husband's case

167 The Husband states that the DJ's finding of an ordinary inference was "based on extensive evidence supplied by the Husband that the Wife had been engaged in jewellery trading activity … and clear inconsistencies in the [Wife's] evidence between her income and apparent expenses".[174]

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[171] DCA 94 AC at para 91.

[172] DCA 94 AC at para 93.

[173] DCA 94 AC at para 95.

[174] DCA 94 RC at para 52.

(3) Decision

168 In my view, the Wife's submission is baseless and perhaps stems from a misunderstanding of what an ordinary inference is, in contrast to an adverse inference. Tellingly, the cases cited by the Wife (*ie*, *UZN* and *TNL*) do not mention "ordinary inference". The DJ stated that the "ordinary inference [was] a simple deduction made from the available evidence" (GD at [63]). The DJ did not add any monies into the pool of matrimonial assets, nor did she award an uplift of the matrimonial assets to the Husband pursuant to this ordinary inference. The Wife is thus erroneous in assuming that the DJ had drawn an adverse inference against her. The DJ explicitly stated that she declined to draw an adverse inference against either party (GD at [65]).

169 Therefore, I find that the DJ did not err in drawing an ordinary inference against the Wife.

Failure to draw adverse inference against the Husband

(1) Wife's case

170 The Wife argues that the DJ erred by declining to draw an adverse inference against the Husband "despite clear evidence of non-disclosure and evasive conduct concerning his bank accounts, credit-card statements, loans and superannuation".[175] The Wife argues that "where a party fails to substantiate debts or withholds relevant documents, the Court should draw an adverse inference".[176] The Wife submits that an adverse inference should be drawn

[175] DCA 94 AC at para 101.

[176] DCA 94 AC at para 105.

against the Husband for his "failure to discharge the evidential burden regarding his alleged liabilities and loan repayments".[177]

(2) Husband's case

171 The Husband repeats the DJ's finding that there was "'no non-disclosure' by the Husband".[178]

(3) Decision

172 I have set out the relevant legal principles relating to drawing adverse inferences at [65]–[66] above. Here, the Wife contends that an adverse inference should have been drawn in relation to alleged liabilities and loan repayments of the Husband. However, these do not *prima facie* allege concealment by the Husband. If anything, the Husband has disclosed his alleged liabilities and loan repayments. In so far as there is no concealment, there is simply no basis for the Wife to ask for an adverse inference to be drawn against the Husband.

173 I thus do not find that the DJ erred in declining to draw an adverse inference against the Husband.

Nominal maintenance for the Wife

(1) Wife's case

174 The Wife further argues that the DJ erred by declining to grant the Wife nominal maintenance.[179] The Wife submits that the DJ assessed the Wife's

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177 DCA 94 AC at para 106.

178 DCA 94 RC at para 55.

179 DCA 94 AC at para 107.

employability "as if the [Wife] were unencumbered by childcare",[180] and stated that she had never had a full-time role since the children were born. The Wife states that full-time work is neither feasible nor consistent with the children's welfare.[181]

175 The Wife seeks nominal maintenance to preserve her right to future maintenance "should circumstances change, such as illness or reduced employability".[182]

(2) Husband's case

176 The Husband submits that the Wife's case was a restatement of her arguments put forward before the DJ.[183] The Husband reiterates the findings of the DJ in so far as the Wife was ably qualified, had worked for various companies, was 12 years younger than the Husband and appeared to be very employable.[184]

(3) Decision

177 The purpose of nominal maintenance is to preserve the right of the wife to apply for substantive maintenance should the need *arise in the future* (*ATE v ATD* [2016] SGCA 2 ("*ATE*") at [27]). The court in *ATE* laid down three principles relevant when considering whether an order for nominal maintenance should be made: (a) the courts ought not to order nominal maintenance as a matter of course; (b) it will not suffice for the wife to argue, without more, that

180 DCA 94 AC at para 109.

181 DCA 94 AC at para 109.

182 DCA 94 AC at para 113.

183 DCA 94 RC at para 60.

184 DCA 94 RC at para 61.

she is entitled to an order of nominal maintenance simply because her situation might change in the future; and (c) the precise facts and circumstances of each case are of the first importance (*ATE* at [28]–[30]).

178 On the facts, the Wife has explicitly asked for nominal maintenance to preserve her right to future maintenance should circumstances change (at [175] above). However, that alone is insufficient reason for nominal maintenance to be awarded.

179 Moreover, the DJ noted that the Wife's expenses had increased from the time of an interim maintenance application in 2023 to the ancillary matters hearing before the DJ in 2024 (GD at [63]). Given that the Wife was able to fund her increased expenses in the midst of a divorce application, it appears that she is able to maintain herself and does not need spousal maintenance to be placed in a position which she would have been in if the marriage had not broken down (s 114(2) of the Women's Charter).

180 Thus, I am of the view that the DJ did not err in refusing nominal maintenance for the Wife.

Alleged bias of the DJ

(1) Wife's case

181 Finally, the Wife alleges that the "reasoning, tone and selectivity [of the DJ] together undermine the appearance of neutrality", though she does not allege actual bias on the part of the DJ.[185] The Wife lists, among others, certain phrases used by the DJ in the GD, the fact that the DJ awarded the Wife a lower

[185] DCA 94 AC at para 118.

percentage of the pool of matrimonial assets than what the Husband proposed, and alleged unequal treatment of the parties' dependants to support her claim.[186]

182 The Wife asks for the court to "re-examine the affected findings … to restore the appearance and reality of even-handed justice".[187]

(2) Husband's case

183 The Husband declines to "offer any opinion on the mindset or alleged bias of the [DJ], whom he has no reason to discredit".[188]

(3) Decision

184 The applicable test in determining whether there was apparent bias is whether there are circumstances that would give rise to a reasonable suspicion or apprehension of bias in the fair-minded and informed observer (*BOI v BOJ* [2018] 2 SLR 1156 at [103(a)]).

185 The apparent bias may take several forms, including an appearance of: (a) a predisposition in favour of one side or against the other; and/or (b) the judge having a closed mind that was not open to fairly considering the merits of the submissions made by the parties (*Newton, David Christopher v Public Prosecutor* [2024] 3 SLR 1370 at [31]).

186 Having read the relevant documents, I do not find any circumstances that would give rise to a reasonable suspicion or apprehension of bias in a fair-minded and informed observer. I have read the GD and clearly there is no basis

186 DCA 94 AC at paras 119–131.

187 DCA 94 AC at para 132.

188 DCA 94 RC at para 68.

for the Wife to make a serious allegation of bias against the DJ. More importantly, in relation to the substantive findings of the DJ, I am satisfied that the DJ had carefully considered the evidence raised by both parties in coming to her decision. For example, she referenced tables of expenses from the Wife's affidavits as a benchmark in arriving at her decision on the maintenance for the children (GD at [89]). The DJ also considered the arguments raised by both parties (*eg*, in relation to drawing an adverse inference against the other party) and gave cogent reasons for her decision.

Conclusion

187 In conclusion, I allow both DCA 46 and DCA 94 in part.

188 Paragraph 4 of the DJ's orders dated 20 March 2025 is set aside and replaced with the following:

> Division of Matrimonial Assets
>
> The Husband shall make a cash payment of S$35,302.12, equivalent to 10.93% of the total pool of the matrimonial assets, to the Wife as her share of the matrimonial assets. Payment shall be made not later than 14 days from the date of the judgment and shall be paid into the Wife's designated bank account.

189 Paragraph 7 of the DJ's orders dated 20 March 2025 is set aside, and replaced with the following:

> Maintenance for the children
>
> The Husband shall pay to the Wife a monthly maintenance of S$7,927.16 for the children of the marriage with effect from the date of this judgment and thereafter on the 1st of each subsequent month.

> All payments shall be made into the Wife's designated bank account.
>
> The Husband shall pay the Wife 81% of the costs related to: (a) therapy and other interventions; (b) medical and dental expenses which are not covered by the Husband's employer's insurance or any other existing insurance policies; (c) costs of school books and uniforms and other necessary items required for school; and (d) any other expenses the nature of which parties have agreed to (e.g. additional enrichment classes) as a partial reimbursement within seven days of receipt of supporting documents.

190 Paragraph 8 of the DJ's orders dated 20 March 2025 is set aside and replaced with the following:

> Parties have joint custody of the children and particularly in matters pertaining to the children's education, medical, and therapeutic interventions, the Wife is to consult the Husband and discuss with him accordingly. If there is an impasse, the Wife will have the final say as the care and control parent. The Wife shall afford the Husband a reasonable timeframe, not exceeding seven days, to respond upon consultation, and the Husband shall similarly respond to the Wife within a reasonable timeframe, not exceeding seven days.

191 As both parties' appeals have only succeeded in part, I order the parties to bear their own costs in relation to the appeals.

192 As a final word, it is clear from the conduct of the parties, as evidenced in their correspondences to each other and their conduct during the hearings before me, that the parties bear much animosity towards each other.

193 However, as I had explained to the parties at the hearing of the summonses, the parties must not forget that they have three children together. If the parties continue to apportion blame between each other, it would ultimately be the young children of the marriage who will suffer.

194 It is my hope that with time, the parties may find the strength and grace to compromise and co-operate with each other. Such would be the first step in ameliorating the fraught relationship between the parties, not just for their sake, but also for the sake of their children.

Tan Siong Thye
Senior Judge

Appellant in DCA 46 and respondent in DCA 94 in person;
Respondent in DCA 46 and appellant in DCA 94 in person.

Annex 1: DJ's orders[189]

1. The parties shall have joint custody of the three children of the marriage … with care and control to the [Wife].

2. The [Husband] shall have liberal access to the children and in addition :-

(a) …

(b) On the two days of each week that the [Husband] is working from home, the [Husband] shall have access to any of or all of the three children, from the time they are dismissed from school, and shall return them to the [Wife] by 8.00pm. Should the children be required to attend any intervention, therapy, school or social functions after school, the [Husband] shall be responsible for sending them there and back. The [Husband] shall inform the [Wife] by the Friday of each week, when he intends to exercise such access so that the [Wife] may be able to schedule the children's activities accordingly.

3. …

4. <u>Division of matrimonial Assets</u>

The [Wife] … shall be entitled to $22,385 of the [Husband's] … Central Provident Fund ("CPF") monies pursuant to Section 112 of the Women's Charter 1961 (the "Ordered Amount").

Within 1 month from the date of the Final Judgment, the Board shall transfer the Ordered Amount, from the monies standing to the credit of the [Husband]

[189] ROA Volume 1 at pp 6–9.

in the following CPF account(s), the amount(s) specified as follows to the [Wife's] CPF account(s):

Member's CPF account to transfer from	**Amount to transfer**
Ordinary Account	$22,385

5. Save as provided for above, each party shall retain all assets in their own names and possessions, and neither shall have any further claim against the other.

6. <u>Maintenance for the [Wife]</u>

(a) There shall be no maintenance payable by the [Husband] to the [Wife].

7. <u>Maintenance for the Children</u>

(a) The [Husband] is to pay the [Wife] a total sum of SGD **$8,638.72** per month which includes maintenance for the three children ($2,378.16 for [E], $1,018.17 for [V] and $1,867.39 for [A]) and $3375.00 ($4,500 /4 x 3) being the children's share of the rental which the [Husband] is solely responsible for.

…

(b) The maintenance amount of SGD $8,638.72 is to be paid by the [Husband] to the [Wife] on the 1st of April 2025 thereafter on the 1st of each month. Payment shall be made into the [Wife's] designated bank account.

(c) The [Husband] shall continue to pay for the premiums of his Singlife Term Life Policy No. […] and all the following children's insurance and shall not terminate these policies unless written consent is obtained from the [Wife];

…

(d) The [Husband] and the [Wife] are to bear the expenses listed below in the proportion of 81:19 respectively and such expenses shall be reimbursed to the party who made the upfront payment by the non-paying party in the stipulated proportion within 7 days upon the production of invoices/receipts by the paying party:

(i) costs of any children's therapy and other interventions;

(ii) costs of medical and dental expenses which are not covered by the [Husband's] employer's insurance or any other existing insurance policies;

(iii) costs of school books and uniforms and other necessary items required for school and

(iv) any other expenses the nature of which parties have agreed to (e.g. additional enrichment classes).

8. Parties have joint custody of the children and particularly in matters pertaining to the children's education and therapeutic intervention, the [Wife] is to consult the [Husband] and discuss with him accordingly. If there is an impasse, the [Wife] will have the final say as the care and control parent. The [Wife] shall afford the [Husband] a reasonable timeframe to respond upon

consultation, and the [Husband] shall similarly respond to the [Wife] within a reasonable timeframe.

9. <u>Others</u>

(a) …

(b) Parties to bear their own costs.

(c) Liberty to Apply.