

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

**[2026] SGHCF 15**

Divorce (Transferred) No 3008 of 2023

Between

YCS

*... Plaintiff*

And

YCT

*... Defendant*

---

**JUDGMENT**

---

[Family Law — Custody — Access]

[Family Law — Custody — Care and control]

[Family Law — Maintenance — Child]

[Family Law — Maintenance — Wife]

[Family Law — Matrimonial assets — Division]

## TABLE OF CONTENTS

---

<b>BACKGROUND FACTS .....</b>	<b>2</b>
<b>ISSUES TO BE DETERMINED .....</b>	<b>3</b>
<b>CUSTODY OF, CARE AND CONTROL OF, AND ACCESS TO THE CHILDREN .....</b>	<b>4</b>
CUSTODY OF THE CHILDREN .....	4
CARE AND CONTROL OF THE CHILDREN .....	6
ACCESS ORDER.....	12
<b>DIVISION OF MATRIMONIAL ASSETS .....</b>	<b>15</b>
APPLICABLE FRAMEWORK.....	15
<i>Drawing of an adverse inference .....</i>	<i>18</i>
<i>Claw back pursuant to the TNL dicta.....</i>	<i>19</i>
IDENTIFICATION AND VALUATION OF POOL OF MATRIMONIAL ASSETS .....	20
<i>Husband's creation of the Trust (S/N 22) .....</i>	<i>28</i>
<i>Husband's Manulife Policy (S/N 9) .....</i>	<i>34</i>
<i>Husband's alleged dissipation of moneys in his accounts .....</i>	<i>35</i>
(1) HSBC Account (S/N 23).....	35
(2) CDP Account (S/N 24) .....	37
(3) POSB Account (S/N 17) .....	38
(4) UOB Account (S/N 25).....	39
(5) OCBC Portfolio (S/N 11 and 13).....	39
(A) <i>September 2021 to November 2021 .....</i>	<i>40</i>
(B) <i>November 2021 to January 2022 .....</i>	<i>42</i>
(C) <i>September 2022 to November 2022 .....</i>	<i>42</i>
(D) <i>November 2022 to January 2023 .....</i>	<i>45</i>

(E) Other cash withdrawals .....	49
(F) Summary regarding the OCBC Portfolio.....	51
Husband's motor vehicles (S/N 2-5).....	52
DIRECT CONTRIBUTIONS .....	54
INDIRECT CONTRIBUTIONS .....	55
OVERALL CONTRIBUTIONS .....	58
<b>MAINTENANCE ORDERS .....</b>	<b>59</b>
MAINTENANCE FOR THE CHILDREN.....	59
<i>Quantum of maintenance</i> .....	59
(1) Maintenance for [B] .....	60
(2) Maintenance for [C] .....	63
(3) Maintenance for [D].....	65
<i>Apportionment of maintenance obligation</i> .....	67
SPOUSAL MAINTENANCE .....	68
<b>CONCLUSION AND COSTS.....</b>	<b>69</b>

**This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.**

**YCS  
v  
YCT**

**[2026] SGHCF 15**

General Division of the High Court (Family Division) — Divorce  
(Transferred) No 3008 of 2023  
Dedar Singh Gill J  
13 August, 7 November 2025

20 May 2026

Judgment reserved.

**Dedar Singh Gill J:**

1 The plaintiff (“Wife”) and the defendant (“Husband”) were married on 26 April 2008. The parties have three children (“Children”). The Wife filed divorce proceedings on 23 June 2023 and interim judgment was granted on 2 January 2024 (“IJ date”). This judgment deals with the outstanding ancillary matters relating to:

- (a) the custody of, care and control of and access to the Children;
- (b) the maintenance for the Children;
- (c) the division of matrimonial assets; and
- (d) the maintenance for the Wife.

### **Background facts**

2 The Wife, aged 44, is a business support manager.<sup>1</sup> The Husband, aged 45, is a business development director.<sup>2</sup>

3 The parties' Children are:<sup>3</sup>

(a) [B], aged 16.

(b) [C], aged 14.

(c) [D], aged 9.

4 The parties and the Children lived in a rented home ("Home").<sup>4</sup> In February 2023, the Husband left the Home with [B] and [C].<sup>5</sup> Subsequently, in the same month, the Wife moved out of the Home with [D].<sup>6</sup>

5 The Wife filed for divorce on 23 June 2023.<sup>7</sup> Interim judgment was granted based on the Wife's claim and the Husband's counterclaim, on the grounds of unreasonable conduct.<sup>8</sup> The parties were married for approximately 15 years and eight months.<sup>9</sup>

---

<sup>1</sup> Joint Summary of Parties' Respective Positions dated 6 August 2025 ("Joint Summary") at p 1, S/N 1 and 4.

<sup>2</sup> Joint Summary at p 1, S/N 1 and 4.

<sup>3</sup> Joint Summary at p 2.

<sup>4</sup> Plaintiff's Written Submissions dated 7 August 2025 ("PWS") at para 4.

<sup>5</sup> PWS at para 4.

<sup>6</sup> PWS at para 4.

<sup>7</sup> PWS at para 5; Defendant's Written Submissions dated 7 August 2025 ("DWS") at para 4.

<sup>8</sup> PWS at para 5; DWS at para 4.

<sup>9</sup> DWS at para 4.

**Issues to be determined**

6 The following issues arise for my consideration.

7 Regarding the custody of, care and control of, and access to the Children, there are several areas of contention:

- (a) the appropriate custody orders in respect of the Children;
- (b) the appropriate orders regarding the care and control of the Children; and
- (c) the consequent orders relating to the right of access to the Children.

8 The division of matrimonial assets turns on the following sub-issues:

- (a) the applicable legal framework, namely whether the marriage should be classified as a single-income or dual-income marriage;
- (b) the identification and valuation of the assets to be included in the pool of matrimonial assets;
- (c) whether an adverse inference ought to be drawn against the Husband for his alleged failure to make full and frank disclosure of his assets and, if so, what the effect would be on the division of matrimonial assets; and
- (d) the parties' overall contributions, accounting for their direct and indirect contributions.

9 Turning to the issue on maintenance:

- (a) what the appropriate quantum of maintenance for the Children should be and the apportionment of the maintenance obligation; and
- (b) whether spousal maintenance should be awarded to the Wife and, if so, what the appropriate quantum should be.

### **Custody of, care and control of, and access to the Children**

10 It is trite that a child’s welfare is the paramount consideration in all proceedings directly affecting the interests of children: s 125(2) of the Women’s Charter 1961 (2020 Rev Ed) (“WC”) and *BNS v BNT* [2015] 3 SLR 973 at [19]. The notion of “welfare” is taken in its widest sense: *IW v IX* [2006] 1 SLR(R) 135 (“*IW v IX*”) at [26]. It encompasses a child’s general well-being and all aspects of his upbringing: *IW v IX* at [26], citing *Tan Siew Kee v Chua Ah Boey* [1987] SLR(R) 725 at [12]. The consideration of the child’s welfare is necessarily a balancing exercise between factors, of which the importance of each individual factor would differ based on the factual matrix: *IW v IX* at [27].

### ***Custody of the Children***

11 The Wife seeks sole custody of [D] and joint custody of [B] and [C].<sup>10</sup> The Wife contends for sole custody of [D] on the basis that parties were “completely unable to cooperate with each other” and that the Husband was allegedly abusive.<sup>11</sup>

---

<sup>10</sup> PWS at para 10.

<sup>11</sup> PWS at para 11.

12 The Husband requests for joint custody of the Children.<sup>12</sup> He points to the following extract from *VRJ v VRK* [2024] SGHCF 29 at [29], which I accept to be relevant:<sup>13</sup>

... In the *normal course of events, parents will have joint custody over their children*, that is, they will jointly decide matters dealing with the long-term decision making for the welfare of the child. This is to remind the parents that the law expects them to co-operate to promote the child's best interests, and to reduce the likelihood of one parent being excluded from the children's life: *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 ("*CX v CY*") at [28]. *The court grants sole custody only in exceptional circumstances*, such as where one parent physically, sexually or emotionally abuses the child, or where the parties' relationship is such that co-operation is impossible even after all mediation and counselling avenues are explored and this lack of co-operation is harmful to the child: *CX v CY* at [38]. The parents' animosity towards each other in litigation does not warrant an order for sole custody: *CX v CY* at [29]. ...

[emphasis added]

13 The Husband argues that the reasons relied on by the Wife to support her case for sole custody of [D] are unsubstantiated:<sup>14</sup>

(a) First, the Husband disputes the incidents cited by the Wife concerning the Husband's purported delay in providing [D]'s insurance details, and the incident at her student care centre.

(b) Second, the Husband disagrees with the Wife's allegations that the Husband has not taken steps to be involved with [D] after she began to reside with the Wife.

---

<sup>12</sup> DWS at para 32.

<sup>13</sup> DWS at para 33.

<sup>14</sup> DWS at paras 34–35.

(c) Third, the Husband denies the Wife’s allegations of physical abuse against her and the Children.<sup>15</sup> He also highlights that the Wife’s application for a personal protection order (“PPO”) against the Husband was dismissed and, further, the Wife did not apply for a PPO on behalf of the Children.

14 In my judgment, the parties are to have joint custody of the Children. I accept the Husband’s submission that there are presently no exceptional circumstances to justify the Wife having sole custody over [D]. I am mindful that both parties are mutually bound to cooperate in providing for the long-term welfare of the Children and, to that end, an order for joint custody of the Children is appropriate: s 46(b) of the WC and *CX v CY* [2005] 3 SLR(R) 690 (“*CX v CY*”) at [38]. The Wife’s allegations (at [13] above), as the Husband maintains, are unproven and thus do not persuade me to depart from the general position that joint parental responsibility is preferred: *CX v CY* at [36]. Moreover, custody is fundamentally about the capacity of each parent to make decisions to promote the child’s welfare: *AZZ v BAA* [2016] SGHC 44 (“*AZZ v BAA*”) at [52]. The present case is not one where the Wife or Husband’s decision-making abilities are compromised such that they cannot be trusted to participate in the decisions relating to the Children’s welfare. Overall, a joint custody order over the Children is appropriate.

### ***Care and control of the Children***

15 The Wife argues for a split care and control order, *ie*, for her to have care and control of [D] and for the Husband to have care and control of [B] and

---

<sup>15</sup> Plaintiff’s 1st Affidavit of Assets and Means dated 29 January 2024 (“PAOM1”) at p 15, para 22(16).

[C].<sup>16</sup> According to the Wife, the Husband “has not shown any cogent reason to disturb the status quo living arrangements” whereby [D] has been residing with the Wife since early 2023.<sup>17</sup> Instead, the Wife is of the view that [D] “thrived” while living with her and it is in [D]’s interests to maintain the status quo for stability and to reduce drastic changes caused by the divorce.<sup>18</sup>

16 The Husband’s position is to have sole care and control of the Children.<sup>19</sup> He argues that it is not in [D]’s interests to grow up separately from her siblings.<sup>20</sup> The Husband is of the view that he has the “capacity and support network” to care for [D], having secured long-term accommodation.<sup>21</sup> In addition, he has support from a domestic helper and the Children’s paternal grandparents.<sup>22</sup>

17 The relevant factors for consideration include (*IW v IX* at [27]):

The court, where appropriate, will have regard to ... maintaining status quo, preservation of mother-child bond and that siblings should not be separated. Other factors will include the home environment and care arrangements made for the child, the conduct of the parties and the wishes of the child.

18 In my view, three factors for consideration come to the fore: (a) the interest in maintaining the status quo; (b) the Children should not be separated; and (c) the care arrangements for the Children. I elaborate on each factor in turn.

---

<sup>16</sup> PWS at para 10.

<sup>17</sup> PWS at para 12.

<sup>18</sup> PWS at para 12.

<sup>19</sup> DWS at para 36.

<sup>20</sup> DWS at para 37.

<sup>21</sup> DWS at para 38.

<sup>22</sup> DWS at para 38.

19 First, there is an interest in preserving the status quo of the present living arrangements. When a child has settled into his current living arrangement, it is relevant to consider any impact of disturbing that status quo which may affect his emotional and psychological well-being: *TSH v TSE* [2017] SGHCF 21 at [119]. For instance, in *AZZ v BAA*, the court declined to alter the status quo living arrangement under which the wife had care and control of the children for “the best part of their lives” for a duration of over five years: at [84].

20 Pursuant to my directions during the hearing, the Husband filed further submissions citing cases to address the significance of preserving the status quo.<sup>23</sup> However, I note that these cases do not concern the situation where the separation of siblings formed part of the status quo living arrangement.<sup>24</sup> In the Husband’s referenced cases, one parent was living with the parties’ only child, or one parent was living with all of the parties’ children. One of the cases, to my knowledge, where the status quo arrangement involved a separation of siblings is *AFK v AFM* [2010] SGDC 32 (“*AFK v AFM*”). There, the wife lived with one child (“Y”) after commencing divorce proceedings, whereas the parties’ two other children stayed with the husband. Such an arrangement persisted for about a year, pending the ancillary matters hearing. The court granted split care and control: *AFK v AFM* at [26]. One of the considerations was that Y had settled into a fixed routine: *AFK v AFM* at [27]. It was significant that Y had a considerable age gap of nine and 11 years respectively with each of her two siblings and “the children [had] not grown up together”: *AFK v AFM* at [28]. Ultimately, it bears emphasis that the significance of maintaining the

---

<sup>23</sup> Minute Sheet for the Hearing dated 13 August 2025 (“Minute Sheet”) at pp 6–7 and 9.

<sup>24</sup> Defendant’s Further Written Submissions dated 7 November 2025 (“DFS”) at paras 11–12.

status quo must depend on the precise factual matrix, to be weighed against the other factors that are engaged by each case.

21 Presently, the Husband has been living with [B] and [C] while the Wife has been living with [D]. This arrangement has been ongoing for about three years since some time in February 2023, arising from an incident at the Home. The Husband initially moved out of the Home with the Children and, a day later, brought [D] to the Wife after [D] told him she wanted to return to the Home.<sup>25</sup>

22 While ensuring the continuity of living arrangements is important, the status quo arrangement, which may arise from the parents' decisions, may not necessarily reflect what is in the child's best interests. An examination of the other relevant factors is apposite. For example, in *AFK v AKM* (discussed at [20] above), the age gap and the relationship between the siblings were pertinent considerations.

23 Second, it is not usual to order for the care and control of siblings to be split between parents as the further separation of siblings could worsen the anxieties that arise from their parental separation: *WIQ v WIP* [2023] SGHCF 16 at [4]. In this regard, while the siblings have been living apart for the past three years, the Husband has sought to maintain the relationship between the siblings by bringing [B] and [C] to visit [D] at her student care centre.<sup>26</sup>

24 Third, in terms of the planned care arrangements for the Children, the parties raise the following:

---

<sup>25</sup> PAOM1 at p 17, para 22(24); Defendant's 2nd Affidavit of Assets and Means dated 1 April 2025 ("DAOM2") at para 76.

<sup>26</sup> DAOM2 at para 18.

(a) The Wife says that [D] has been doing well in her studies under the Wife's supervision and guidance, and also attends "gym lessons".<sup>27</sup> The Wife and [D]'s maternal grandmother would prepare home-cooked meals for [D].<sup>28</sup> [D] has been attending a student care centre after school.<sup>29</sup> In the Wife's view, placing [D] at a student care centre is in [D]'s best interests due to the proper supervision by teachers.<sup>30</sup>

(b) The Husband states that he has secured long-term accommodation where the Children will have their own rooms.<sup>31</sup> The Children's paternal grandparents who are retired and live close by will be able to render support, such as by driving the Children from school and to their enrichment classes.<sup>32</sup> The meals at home will be prepared by the Children's paternal grandmother and the parties' ex-helper who was re-employed by the Husband.<sup>33</sup> The Husband also has the flexibility to work from home which, he says, will allow interaction with the Children on weekdays.<sup>34</sup> The Husband further describes hobbies that the Children can pursue with him and/or their paternal grandfather, such as swimming, cycling and outdoor activities, which [B] and [C] have been regularly partaking in.<sup>35</sup> He adds that [D] has "always loved swimming

---

<sup>27</sup> Plaintiff's 2nd Affidavit of Assets and Means dated 1 April 2025 ("PAOM2") at para 113.

<sup>28</sup> PAOM2 at para 116.

<sup>29</sup> PAOM2 at para 119.

<sup>30</sup> PAOM2 at para 119.

<sup>31</sup> Defendant's 1st Affidavit of Assets and Means dated 5 March 2024 ("DAOM1") at para 46.

<sup>32</sup> DAOM1 at para 48; DWS at para 38.

<sup>33</sup> DAOM1 at paras 47 and 51(b).

<sup>34</sup> DAOM1 at para 51(h).

<sup>35</sup> DAOM1 at para 51(e)–(g).

... and has been attending swimming lessons” at her grandparents’ home for the past three years, which the Husband hopes to continue.<sup>36</sup>

25 In my judgment, the relevant factors, on balance, lie in favour of the Husband having sole care and control of the Children. The Children’s welfare would be better served through such a living arrangement.

26 While the status quo living arrangement for the past three years has been for [B] and [C], and [D] to be living apart, I do not think that it will be beneficial for the Children’s welfare for the siblings to grow up in separate living environments. Rather, I am of the view that the Husband is able to provide a more robust care arrangement for the Children. The Husband’s proposed care arrangement enables a support network that would aid in the Children’s holistic development. Significantly, the Children can forge closer bonds by living together and through shared hobbies such as swimming. The Husband also expresses that he has greater flexibility in his working arrangements and is thus able to be more present to meet the Children’s day-to-day needs. The Children’s welfare is also served by their close interaction with the Children’s paternal grandparents, who can readily support their well-being. Further, I am mindful that the Husband’s current plan does not entail changing [D]’s primary school.<sup>37</sup> This prevents further disruption to [D]’s life when she transitions to her new living environment. This transition would also no doubt be aided by the presence of a strong familial network.

27 Viewing the factors in totality, therefore, I order that the Husband is to have sole care and control of the Children.

---

<sup>36</sup> DAOM1 at para 51(g).

<sup>37</sup> DFS at para 14.

***Access order***

28 Access is generally granted to the parent not having care and control of the children to maintain regular contact with them: *BG v BF* [2007] 3 SLR(R) 233 (“*BG v BF*”) at [11]. This is based on the understanding that a child should be allowed to interact with both parents to ensure, to the greatest extent possible, a normal life with two parents notwithstanding the breakdown in relations between them: *BG v BF* at [13].

29 Parties were ordered interim supervised access at the Divorce Support Specialist Agency (“DSSA”) every two weeks, whereby the Wife had access to [B] and [C], and the Husband had access to [D].<sup>38</sup> The supervised visitation sessions were suspended sometime in September 2024.<sup>39</sup> The Wife reports some difficulties in the execution of the interim access arrangements, stating that the Husband was uncooperative when agreeing on [B] and [C]’s availability and scheduling.<sup>40</sup> This is denied by the Husband who instead attributes the scheduling problems to the Wife’s lack of availability.<sup>41</sup>

30 With respect to the access arrangement moving forward, the Husband’s position is that the Wife should be granted reasonable access to the Children on the following terms:<sup>42</sup>

- (a) During the school term, the Wife should have access to [D] from 8.00am every Saturday to 8.00am on Sunday. The Wife should also have

---

<sup>38</sup> PAOM1 at p 19, para 27(c); DAOM1 at para 38.

<sup>39</sup> DAOM2 at para 22; PWS at para 13.

<sup>40</sup> PAOM2 at para 92.

<sup>41</sup> Defendant’s 3rd Affidavit of Assets and Means (“DAOM3”) dated 27 May 2025 at para 16.

<sup>42</sup> DWS at para 41.

access to [D] every Tuesday, after [D] ends classes to 9.00pm. The Wife shall also have video call contact every Thursday from 8.00pm to 8.30pm.

(b) Outside of the school term, the Wife should have access to [D] for half of the mid-year and year-end school holidays.

(c) The Wife shall directly arrange her access to [B] and [C] with them.

(d) Parties are at liberty to agree to any additional access.

31 The Wife has not made any submissions in the alternative that she does not receive care and control of [D], and thus her argument on the appropriate access order only concerns [B] and [C]. On the Wife's account, her relationship with [B] and [C] is "rather strained" but she hopes for an improvement in their relationship with regular access.<sup>43</sup> The Wife contends that the supervised access sessions at DSSA should be resumed, occurring once a week.<sup>44</sup> After six months of supervised access, the Wife seeks a review of the access arrangements with the goal of establishing unsupervised access.<sup>45</sup>

32 Unsupervised access is generally awarded to the parent without care and control, unless the following exceptional circumstances are present (*APE v APF* [2015] SGHC 17 at [32]):

---

<sup>43</sup> PAOM1 at p 19, para 27(d).

<sup>44</sup> PWS at para 15.

<sup>45</sup> PWS at para 15.

- (a) there are serious welfare concerns regarding the non-custodial parent such as violence or inappropriate parenting if the child was left unattended with him or her;
- (b) the child has been estranged from the non-custodial parent such that the parental-child relationship is in need of serious repair; or
- (c) factors exist such that it is difficult for unsupervised access to be effectively implemented (*eg*, the custodial parent frustrates the effectiveness of unsupervised access orders and unsupervised access is not possible without detriment to the child).

33 It cannot be gainsaid that a mother's role in a child's development is of great importance and, to this end, the Wife should be permitted regular access to the Children. I believe that such an arrangement would go a long way towards ensuring that the Wife has a stable presence in the Children's lives. The manner in which such access should be exercised should, however, be tailored to the circumstances, bearing in mind the state of Wife's relationship with each child. There is merit to the Wife's contention that, in view of her admittedly strained relationship with [B] and [C], her interaction with [B] and [C] should be resumed on the basis of supervised access at the DSSA. It is hoped that such access would gradually mend the Wife's relationship with [B] and [C]. Additionally, I am minded to order the Wife liberal access to [D]. This is especially so given that [D] has been living with the Wife for the past three years, and frequent contact with the Wife would ease [D]'s transition into her new living environment.

34 It may well be that the manner in which the Wife's access to the Children is exercised will need to be adjusted in the future to reflect any changes in her

relationship with the Children but, for the present purposes, I am satisfied that the Wife should resume her interactions with the Children as I have described (at [33] above).

35 The parties are thus to file further submissions to propose the terms of the Wife's access arrangement as I have identified at [33] above. In particular, the parties are to address me on their suggested timelines regarding the Wife's supervised access to [B] and [C]. In relation to the Wife's liberal access to [D], the parties are to particularise the manner in which such access ought to be carried out.

36 In this regard, I make two general observations which the parties should bear in mind when suggesting the terms of the Wife's access order.

(a) The Husband's present proposal, where he details the Wife's access to [D] yet leaves it to the Wife to directly arrange her access to [B] and [C], is not satisfactory. It is not fruitful to leave the matter of Wife's access to [B] and [C] in such an unprincipled manner.

(b) I note that there have been some alleged difficulties in the carrying out of the supervised access at DSSA. It is thus apposite to remind the parties that they should, above all, exert their best efforts to compromise and facilitate the Wife's access.

### **Division of matrimonial assets**

#### ***Applicable framework***

37 Subsequent to the grant of a judgment of divorce, s 112(1) of the WC empowers the court to order the division of any matrimonial asset or the sale of

any such asset and the division between the parties of the proceeds of the sale, in such proportions as the court thinks just and equitable.

38 The Wife submits that as the parties had a “largely single income marriage”, the framework established in *TNL v TNK* [2017] 1 SLR 609 (“*TNL v TNK*”) applies.<sup>46</sup> By contrast, the Husband asserts that it was a dual-income marriage and therefore the framework as set out in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) is engaged.<sup>47</sup>

39 In a single-income marriage, one spouse is the sole income earner and the other plays the role of the homemaker, whereas a dual-income marriage is one where both spouses are working and able to make direct and indirect financial contributions: *TNL v TNK* at [42]–[43]. A single-income marriage also includes a marriage where one party is primarily the breadwinner and the other is primarily the homemaker: *UBM v UBN* [2017] 4 SLR 921 (“*UBM v UBN*”) at [50]. It is ultimately a qualitative inquiry of the roles played by each spouse in the marriage relative to the other: *UBM v UBN* at [52].

40 On the Wife’s own account, she worked at [Company X], a company owned by the Husband before it was sold in 2020, during the marriage.<sup>48</sup> She was a stay-at-home mother for two and a half years from 2020 to mid-2023.<sup>49</sup> She argues, however, that the “roles played by [the parties were] very clearly demarcated”, with the Husband taking on the role of the financial provider and the Wife taking on much of the caregiving responsibilities.<sup>50</sup> In the

---

<sup>46</sup> PWS at para 74.

<sup>47</sup> DWS at para 7.

<sup>48</sup> PWS at paras 74–75; PAOM1 at pp 9–10, paras 21(f)–(i).

<sup>49</sup> PAOM1 at p 3, para 3.

<sup>50</sup> PWS at para 75.

circumstances, the Wife thus describes the marriage as a single-income one. Such a characterisation is misplaced. The present situation is more akin to a dual-income marriage. In my assessment, this is not a situation where there was a clear demarcation of responsibility where one spouse focused entirely on being a breadwinner and the other spouse ran the household: *UBM v UBN* at [52]. The Wife does not dispute that she was working for [Company X] “during the marriage until 2021”.<sup>51</sup> She drew a monthly salary of \$3,000 for her role as an administrative manager.<sup>52</sup> That [Company X] was a company owned by the Husband at the material time does not change the fact that the Wife was employed consistently and for a large part of the marriage.

41 The structured approach established in *ANJ v ANJ* at [22] is therefore applicable. It comprises of the following steps:

- (a) The court first ascribes a ratio that represents each party’s direct contributions relative to that of the other party, bearing in mind each party’s financial contribution towards the acquisition or improvement of the matrimonial assets.
- (b) Next, the court determines a second ratio to represent each party’s indirect contribution to the well-being of the family relative to that of the other.
- (c) Finally, the court derives each party’s average percentage contribution to the family using the parties’ respective direct and indirect percentage contributions. At this stage, further adjustments may be made to the parties’ average percentage contributions.

---

<sup>51</sup> PWS at para 74.

<sup>52</sup> DAOM1 at para 20.

A broad-brush approach is undertaken in the division of matrimonial assets, focusing on what is just and equitable: *ANJ v ANK* at [17]. Such an approach applies when ascertaining the extent of parties' direct and indirect contributions: *ANJ v ANK* at [23]–[24].

42 The court's overarching goal when identifying the matrimonial assets is to assess the full extent of the material gains of the marital partnership: *UZN v UZM* [2021] 1 SLR 426 ("*UZN v UZM*") at [59]. In an appropriate case, the court may be required to resort to assessing the true value of the matrimonial pool using, *inter alia*, one or both of the following grounds.

#### *Drawing of an adverse inference*

43 In the case of a failure to make full and frank disclosure resulting in a concealment of matrimonial assets, the court may draw an adverse inference where there is a substratum of evidence that establishes a *prima facie* case against the party whom the inference is to be drawn, and that party must have had some particular access to the information he or she is said to be hiding: *UZN v UZM* at [60]–[61].

44 The non-disclosure of an asset would ordinarily diminish the value of the matrimonial pool and place that asset out of reach for the purposes of division: *UZN v UZM* at [29]. Giving effect to the drawing of an adverse inference therefore enables the court to better reflect the true extent of the matrimonial pool: *UZN v UZM* at [35]. There are two ways, generally, that the aforesaid is achieved (*UZN v UZM* at [28]):

- (a) First, the court may make a finding on the value of the undisclosed assets based on the available evidence and, subject to the party dissatisfied with the value attributed showing that that value is

unreasonable, include that value in the matrimonial pool for division (“quantification approach”).

(b) Second, the court may order a higher proportion of the known assets to be given to the other party (“uplift approach”).

45 It is a matter of judgment in each individual case whether the court should undertake the quantification approach or the uplift approach: *UZN v UZM* at [29]. The following principles are relevant:

(a) The quantification approach may be applied where a specific asset has not been disclosed by a party, and the court has sufficient evidence that it exists and ought to have been disclosed: *UZN v UZM* at [30]. If the court is able to assess the likely value of the undisclosed asset, the value may be included in the matrimonial pool.

(b) The uplift approach seeks to eliminate the effects of non-disclosure by awarding a greater share of the total pool of matrimonial assets to the other party: *UZN v UZM* at [34]. It has been applied in cases involving undisclosed assets of entirely unknown value: *UZN v UZM* at [34].

*Claw back pursuant to the TNL dicta*

46 Apart from the drawing of an adverse inference, the court may add the value of certain assets into the pool based on a lack of consent, rather than a suspicion of concealment, by one spouse to a disposition of an asset by the other provided the following conditions are met: *UZN v UZM* at [64]. When one spouse expends a substantial sum during the period in which divorce proceedings are imminent, or after interim judgment but before the ancillaries

are concluded, this sum must be returned to the asset pool if the other spouse has a putative interest in it and has not agreed, either expressly or impliedly, to the expenditure: *TNL v TNK* at [24]. This remains the case regardless of whether the disposition was a deliberate attempt to dissipate matrimonial assets or for the benefit of the children or other relatives: *TNL v TNK* at [24]. I shall refer to the aforesaid principles as the “*TNL dicta*”.

### ***Identification and valuation of pool of matrimonial assets***

47 Parties agree that the IJ date is the relevant date for ascertaining the pool of matrimonial assets.<sup>53</sup> This is consonant with the default position (see *BPC v BPB* [2019] 1 SLR 608 (“*BPC v BPB*”) at [26]). I proceed on this basis.

48 In terms of the date for determining the value of the matrimonial assets, the Wife states that the applicable date is 13 August 2025, *ie*, the date of the ancillary matters hearing (“AM date”).<sup>54</sup> The Husband argues that the IJ date applies when assessing the balances of the bank accounts, Central Provident Fund accounts (“CPF”) and brokerage accounts.<sup>55</sup> I accept the Husband’s submission since the matrimonial assets are the moneys in the aforesaid accounts, and not the accounts themselves: *CVC v CVB* [2023] SGHC(A) 28 (“*CVC v CVB*”) at [55]. In relation to all other assets, as the Husband points out, and the Wife does not contest,<sup>56</sup> the AM date is relevant as it is the default position for the valuation of assets: *CVC v CVB* at [55].

---

<sup>53</sup> Joint Summary at p 4.

<sup>54</sup> Joint Summary at p 4.

<sup>55</sup> Joint Summary at p 4.

<sup>56</sup> Joint Summary at p 4.

49 In this judgment, “\$” refers to the Singapore dollar. For the assets valued in US\$, I adopt the exchange rate of approximately \$1 = US\$0.78, as submitted by the Wife and is a figure rounded up from the Husband’s suggested rate.<sup>57</sup>

50 The parties’ matrimonial assets are set out in the table below:<sup>58</sup>

S/N	Asset	Husband’s position	Wife’s position	Court’s decision
<b>Asset jointly held by Wife and Husband</b>				
1	OCBC account no. -359	\$1,000	\$1,000.67	\$1,000.67
Subtotal (joint asset only)				\$1,000.67 ≈ \$1,001
<b>Husband’s assets</b>				
2	[Motor Vehicle E]	\$71,366 (as at 23 March 2025)	\$133,000 to \$198,500	\$165,750 (see [88] below)
3	[Motor Vehicle F]	\$3,639 (as at 23 March 2025)	\$45,000	\$45,000 (see [88] below)
4	[Motor Vehicle G]	\$19,500 (the valuation is undisputed)	\$19,500 (the valuation is undisputed)	\$19,500

<sup>57</sup> Joint Summary at p 4.

<sup>58</sup> Joint Summary pp 4–12

5	Other motor vehicles that were disposed of in 2023: <sup>59</sup>  (1) [Motor Vehicle H]  (2) [Motor Vehicle I]  (3) [Motor Vehicle J]  (4) [Motor Vehicle K]  (5) [Motor Vehicle G] (see my observation at [89(e)] below)	[Motor Vehicles H, I, J and K] to be excluded.	\$158,000 to \$231,000	[Motor Vehicles H, I, J and K] to be excluded.  (see [90] below)
6	Great Eastern PremierLife Generation II no. -156	\$421,345 (the valuation is undisputed)	\$421,345 (the valuation is undisputed)	\$421,345
7	Great Eastern Premierlife Generation no. -818	\$433,142 (the valuation is undisputed)	\$433,142 (the valuation is undisputed)	\$433,142
8	Great Eastern Term Insurance no. -187	\$0 (as at 2 February 2024)	No position taken.	\$0

---

<sup>59</sup> Joint Summary at p 22.

9	Manulife Signature Indexed Universal Life Select no. -498	To be excluded.	US\$200,000 (\$256,410.26)	To be excluded. (see [61]–[62] below)
10	Shares held with OCBC Securities Trading Account no. -629	\$370,620 (the valuation is undisputed)	\$370,620 (the valuation is undisputed)	\$370,620
11	Investments in OCBC Wealth Portfolio no. -701	\$409,156 (the balance is undisputed)	\$409,156 (the balance is undisputed)	\$1,190,798.39 (see [77] and [83] below)
12	OCBC account no. -001 (jointly owned with [B])	To be excluded.	\$3,196.30	To be excluded. (see [51(a)] below)
13	OCBC account no. -001 (jointly owned with [C])	To be excluded.	\$3,123.90	To be excluded. (see [51(a)] below)
14	OCBC Cash Accounts: (1) OCBC Premier EasiSave Account no. -001	\$13,274 (the balance is undisputed)	\$13,274 (the balance is undisputed)	\$520,144.02 (see [77], [83], [84] and [86] below)

	(2) OCBC Premier Global Savings Account no. - 201 (US\$)			
	(3) OCBC Premier Dividend + Savings Account no. - 001			
15	OCBC Time Deposit no. - 401	\$60,589 (the balance is undisputed)	\$60,589 (the balance is undisputed)	\$60,589
16	Trust Savings account no. - 579	\$2,177 (as at 31 December 2023)	\$1,817.40 (as at 31 January 2024)	\$2,177
17	POSB account no. -835	\$600 (as at 4 January 2024)	\$600 (as at 4 January 2024)	\$600
18	CPF moneys	\$437,847 (as at 31 December 2023)	\$439,870.43 (as at February 2024)	\$437,849.33
19	Outstanding balance from OCBC credit cards	-\$6,961 (as at 31 December 2023)	To be excluded.	To be excluded. (see [51(b)] below)
20	Outstanding balance from Trust Bank credit cards	-\$298 (as at 1 November 2023)	To be excluded.	To be excluded. (see [51(b)] below)

21	Cash in personal safe	\$67,875 <sup>60</sup>	\$67,875 <sup>61</sup>	\$67,875 (see [78(b)] below)
22	Expenditure in relation to the assets held in the trust created on 28 November 2022	To be excluded.	\$2,677,531.88 <sup>62</sup>	\$2,677,532.91 (see [58] and [60] below)
23	HSBC account no. -496	To be excluded.	\$55,924.52 <sup>63</sup>	To be excluded. (see [66] below)
24	Central Depository (“CDP”) account no. -280	To be excluded.	\$244,173.69 <sup>64</sup>	To be excluded. (see [68] below)
25	UOB account no. -018	To be excluded.	Unable to quantify	To be excluded. (see [70] below)
Subtotal (Husband’s assets only)				\$6,412,922.65 ≈ \$6,412,923

<sup>60</sup> DFS at para 5.

<sup>61</sup> Plaintiff’s Supplemental Affidavit dated 22 October 2025 (“PSA”) para 32.

<sup>62</sup> Joint Summary at p 17.

<sup>63</sup> Joint Summary at p 17.

<sup>64</sup> Joint Summary at pp 18–19.

<b>Wife's assets</b>				
26	POSB account no. -911	\$21,565 (the balance is undisputed)	\$21,565.18 (the balance is undisputed)	\$21,565.18
27	DBS account no. -743	\$5,474 (the balance is undisputed)	\$5,474.71 (the balance is undisputed)	\$5,474.71
28	DBS Fixed Deposit no. -553	\$19,000 (the balance is undisputed)	\$19,000 (the balance is undisputed)	\$19,000
29	Maybank account no. -282	\$5,906 (the balance is undisputed)	\$5,906.70 (the balance is undisputed)	\$5,906.70
30	Great Eastern Dependant's Protection Scheme	\$0 (the valuation is undisputed)	\$0 (the valuation is undisputed)	\$0
31	CDP account no. -814	\$7,348 (the valuation is undisputed)	\$7,348.50 (the valuation is undisputed)	\$7,348.50
32	CPF Investment account no. -220	\$68,681 (the valuation is undisputed)	\$68,681 (the valuation is undisputed)	\$68,681
33	CPF moneys	\$266,267 (the balance is undisputed)	\$266,268.10 (the balance is undisputed)	\$266,268.10

34	POSB account no. -350 (jointly owned with [D])	\$1,789 (the balance is undisputed)	\$1,789 (the balance is undisputed)	\$1,789
35	POSB account no. -275 (jointly owned with [C])	\$1,931 (the balance is undisputed)	\$1,931 (the balance is undisputed)	\$1,931
36	POSB account no. -140 (jointly owned with [B])	\$5,909 (the balance is undisputed)	\$5,909 (the balance is undisputed)	\$5,909
Subtotal (Wife's assets only)				\$403,873.19 ≈ \$403,873
Total				\$6,817,797

51 For completeness, I deal with the following points briefly:

(a) The bank accounts in S/N 12 and 13 (at [50] above) are excluded as they were opened after the IJ date.

(b) In respect of the Husband's credit card debts (S/N 19 and 20 at [50] above), absent any evidence from him that these were incurred for the family's benefit, I exclude such sums.

(c) While the Wife referenced the Husband's sale of shares in [Company Y] in the parties' joint summary,<sup>65</sup> her counsel confirmed at the hearing that "[they] are not going after the shares in the company".<sup>66</sup> I thus make no finding in respect of these shares.

<sup>65</sup> Joint Summary at p 21, S/N (viii).

<sup>66</sup> Minute Sheet at p 5.

(d) The Wife’s allegations regarding the Husband’s supposed non-disclosure of certain life insurance plans have not been seriously pursued by the Wife,<sup>67</sup> after the Husband explained in his supplementary affidavit that these plans have no surrender value.<sup>68</sup>

*Husband’s creation of the Trust (S/N 22)*

52 On 28 November 2022, the Husband executed a trust deed whereby his father was appointed as a trustee for the Children (“Trust”).<sup>69</sup> The assets settled on Trust included the following:<sup>70</sup>

(a) HSBC Jade Global Select Universal Life Plan policy number - 831 purchased on 16 February 2011 with a surrender value of \$277,532.91 (US\$216,474.87) (“HSBC Jade Plan”);

(b) Manulife (Singapore) Pte Ltd (“Manulife”) policy number -937 purchased on 30 November 2022 for \$600,000;

(c) Manulife policy number -945 purchased on 29 November 2022 for \$300,000;

(d) Manulife policy number -960 purchased on 29 November 2022 for \$300,000;

---

<sup>67</sup> PWS at para 53.

<sup>68</sup> Defendant’s Supplemental Affidavit dated 19 September 2025 (“DSA”) at paras 37–40.

<sup>69</sup> DAOM2 at Tab 5, pp 656–664.

<sup>70</sup> DSA at Tab 1, pp 30–32; Plaintiff’s Core Bundle of Documents dated 7 August 2025 (“CBOD”) at Tab 14, pp 54–55.

- (e) Manulife policy number -952 purchased on 30 November 2022 for \$300,000; and
- (f) A sum of \$900,000.

I will collectively refer to the policies stated in [52(b)–(e)] as the “four Manulife policies”.

53 The Wife claims that the assets in the Trust should be included in the pool of matrimonial assets, relying on the *TNL dicta*.<sup>71</sup> The Wife raises the following main points:

- (a) From 2020, the parties’ relationship broke down and divorce proceedings were contemplated.<sup>72</sup> At the time the Trust was created, divorce proceedings were, therefore, imminent.
- (b) She did not consent to the transfer of various matrimonial assets amounting to more than \$2m.<sup>73</sup>
- (c) The Husband did not disclose the existence of the Trust to the Wife until he was compelled to do so during the discovery process.<sup>74</sup>

54 In response, the Husband asserts that the Trust “should not be set aside” as it was not his intention to deprive the Wife of her share in the matrimonial assets.<sup>75</sup> I understand the Husband’s argument to mean that the assets in the

---

<sup>71</sup> PWS at para 33 and 37.

<sup>72</sup> PWS at para 35 and 39.

<sup>73</sup> PWS at para 38.

<sup>74</sup> PWS at para 34.

<sup>75</sup> DWS at para 20.

Trust should not be included in the matrimonial pool. The Husband explains that the purpose of creating the Trust, instead, was for “legacy planning reasons” to benefit the Children.<sup>76</sup> Such an argument is misguided. The justification for adding the sums into the asset pool based on the *TNL dicta* is that the other spouse’s consent was not obtained, even if for innocent reasons, rather than a suspicion of concealment or wrongful dissipation: *UZN v UZM* at [63]–[64]. The purported motive behind the expenditure of a substantial sum, for the purposes of the *TNL dicta*, is thus not relevant. This much was accepted by counsel for the Husband at the hearing before me.<sup>77</sup>

55 The Wife takes the position that divorce proceedings were contemplated by the parties since 2020.<sup>78</sup> This was spurred by an incident in February 2020, when the Wife moved out of the Home due to the Husband’s alleged abuse.<sup>79</sup> She points to her communications with the Husband from April 2020 which supposedly show his proposal of divorce proceedings.<sup>80</sup> Eventually, the parties agreed to reconcile and the Wife moved back into the Home.<sup>81</sup> It is true that the fractures in the parties’ relationship began to present from 2020. However, it also appears that from April 2020, the parties attempted to work out their issues and start afresh. This is apparent from the Wife’s correspondence to the Husband in April 2020 seeking reconciliation.<sup>82</sup> In addition, the parties planned in early 2022 to sell their HDB flat and use the sale proceeds to purchase

---

<sup>76</sup> DAOM3 at para 4.

<sup>77</sup> Minute Sheet at p 2.

<sup>78</sup> PWS at para 29.

<sup>79</sup> PWS at para 28.

<sup>80</sup> CBOD at pp 27–46.

<sup>81</sup> PAOM1 at pp 15–16, para 22(19); DAOM1 at para 60.

<sup>82</sup> DAOM1 at para 60.

property for the family.<sup>83</sup> Therefore, it appears unlikely to me that, as the Wife claims, divorce was imminent from April 2020. Rather, it seems that the parties were trying to salvage their relationship after April 2020.

56 In mid-2022, however, the Wife reports that the Husband began to clear out his financial and bank documents.<sup>84</sup> The Husband does not dispute such conduct, but he purports to have done so because he discovered the Wife was making records of his financial documents.<sup>85</sup> Both parties describe their subsequent interactions as rife with constant conflict, although both attribute the other party as the cause of such disputes. The Wife says that the Husband would “pick a quarrel with [her] on almost every weekend” and allege that she was abusive.<sup>86</sup> The Husband retorts that after the Wife discovered that she no longer had access to his financial and bank statements, she was “furious” and “smashed [his] office door with a huge spanner”. Since this incident, the Husband states that the Wife would “scold the entire family every other day without reason”, especially on weekends.<sup>87</sup> As the friction between the parties increased, in or around January 2023, the Wife did not join the family for reunion dinner during the eve of Chinese New Year.<sup>88</sup> The Wife also gives evidence, which the Husband does not challenge, that there was a “heated quarrel [which] escalated to a physical altercation” with the Husband.<sup>89</sup> These events must be construed against the earlier backdrop of the serious conflict between the parties in

---

<sup>83</sup> PAOM1 at p 16, para 22(20).

<sup>84</sup> PAOM1 at p 16, para 22(21).

<sup>85</sup> DAOM2 at para 73.

<sup>86</sup> PAOM1 at p 16, para 22(21).

<sup>87</sup> DAOM2 at para 73.

<sup>88</sup> PAOM1 at p 16, para 22(22).

<sup>89</sup> PAOM1 at p 16, para 22(22).

February 2020, which naturally weighed on the parties' minds. Despite their hopes of salvaging the relationship in April 2020, it appears as though such efforts were overwhelmed by their persistent disputes.

57 It is apparent to me that from mid-2022, tensions re-surfaced between the parties. The preponderance of evidence reveals that, from mid-2022, the parties' relationship became once again fraught with disagreements and quarrels despite their initial efforts to salvage the marriage from April 2020. While the parties signed an option to purchase their new flat and paid a deposit of \$1,000 on 5 February 2023,<sup>90</sup> shortly after, on 24 February 2023, the Husband left the Home with the Children (see [21] above). This was the incident that served as the tipping point to the parties' separation and the Wife filing for divorce. Overall, viewed in the context of the events that unfolded as described at [56] above, I am satisfied that divorce proceedings were imminent in or around mid-2022. Based on both parties' accounts, this marked the juncture when their quarrels started to happen again frequently.

58 On the whole, I find that the Husband's creation of the Trust in November 2022 was a disposition of a substantial sum that took place when divorce proceedings were imminent. As the assets in the Trust would have otherwise constituted matrimonial assets but for their disposition, the Wife has a putative interest in the same. She also lacked awareness of, much less consented to, the creation of the Trust. It also raises the question of why, if the Trust was meant to benefit the Children as the Husband maintains, he failed to inform the Wife of the creation of the Trust unless he felt that she would not have consented to the Trust. It follows that the assets in the Trust must be

---

<sup>90</sup> PAOM1 at p 16, para 22(23).

returned to the matrimonial pool pursuant to the *TNL dicta* (see S/N 22 at [50] above).

59 In terms of the valuation of the assets in the Trust that should be included in the matrimonial pool, the Husband avers that only \$1.5m and \$279,067 (representing the surrender value of the HSBC Jade Policy based on his proposed exchange rate) were transferred to his father pursuant to the Trust.<sup>91</sup> The Husband reasons that the sum of \$900,000 that was to be held on trust was “subsumed” into the \$1.5m that he transferred to his father to purchase the four Manulife policies.<sup>92</sup> He thus alleges that there was “no separate transfer of \$900,000 to [his] father”.<sup>93</sup> The Husband’s explanation is unconvincing. As the Wife rebuts, the Trust deed expressly states that the Husband, as the settlor of the Trust, has “delivered to the Trustee [*ie*, the Husband’s father] or otherwise placed under his control the property specified in the Schedule”, and it is significant that the \$900,000 sum is listed as a separate asset in the schedule to the Trust deed.<sup>94</sup> Every asset contained in the Trust must therefore have been transferred to the Husband’s father. Moreover, the Wife points out that the Husband’s allegation, that no separate transfer of \$900,000 to his father had occurred, is belated as it was not raised throughout the course of proceedings.<sup>95</sup> I thus do not accept the Husband’s claim that he only transferred \$1,779,067 for the purposes of the Trust. It is also noteworthy that this argument was only belatedly raised by the Husband, after it was conceded during the hearing before

---

<sup>91</sup> DSA at para 9.

<sup>92</sup> DSA at para 8.

<sup>93</sup> DSA at para 8.

<sup>94</sup> Plaintiff’s Further Written Submissions dated 7 November 2025 (“PFS”) at para 4(a)–(b).

<sup>95</sup> PFS at para 4(c)–(d).

me that the Husband’s purpose behind the Trust (*ie*, financial planning for the Children) was irrelevant in so far as the division of matrimonial assets is concerned (see [54] above).<sup>96</sup>

60 Overall, I find that the estimated aggregate value of the assets in the Trust is \$2,677,532.91, being the total of the values listed at [52] above. This sum must be returned to the matrimonial pool for division.

*Husband’s Manulife Policy (S/N 9)*

61 On 12 January 2024, the Husband purchased a Manulife Signature Indexed Universal Life Select (II) Policy no. -498 (“Husband’s Manulife Policy”) for US\$200,000.<sup>97</sup> The Wife seeks for the purchase sum to be clawed back into the asset pool pursuant to the *TNL dicta*, on the basis that the purchase was made unilaterally after divorce proceedings were commenced.<sup>98</sup>

62 In my view, the Husband’s Manulife Policy should be excluded as a matrimonial asset. I accept the Husband’s explanation that the US\$200,000 used to purchase the Husband’s Manulife Policy is traceable to his OCBC portfolio that has already been included in the pool of matrimonial assets, having been identified and valued as at the IJ date (see S/N 11 at [50] above).<sup>99</sup> Accordingly, it would be double-counting to include the Husband’s Manulife Policy again in the asset pool.

---

<sup>96</sup> Minute Sheet at p 2.

<sup>97</sup> CBOD at pp 58–59.

<sup>98</sup> PWS at para 42.

<sup>99</sup> DSA at paras 12–14.

*Husband's alleged dissipation of moneys in his accounts*

63 The Wife highlights several examples of the Husband's alleged dissipation in respect of the following accounts:

- (a) HSBC account no. -496 ("HSBC Account");
- (b) CDP account no. -280 ("CDP Account");
- (c) POSB account no. -835 ("POSB Account");
- (d) UOB account no. -018 ("UOB Account"); and
- (e) OCBC portfolio comprising of cash and deposits ("OCBC Cash Account") and investments ("OCBC Investment Account"). I shall refer to the aforesaid collectively as the "OCBC Portfolio".

64 The Wife makes the general submission that the court should draw an adverse inference against the Husband for his apparent failure to make full and frank disclosure of his assets, evident from his attempts to conceal and dissipate assets from 2021 to 2023.<sup>100</sup> The Wife urges claw backs into the asset pool in respect of the moneys allegedly dissipated and an uplift to her overall share.<sup>101</sup>

- (1) HSBC Account (S/N 23)

65 The Wife highlights the fact that the Husband "suddenly withdrew cash of \$55,924.52" from the HSBC Account on 25 October 2022, despite the said account having always maintained the same balance with no transactions, and

---

<sup>100</sup> PWS at para 79.

<sup>101</sup> PWS at para 80.

eventually closed the account in January 2023.<sup>102</sup> The Wife alleges that the Husband's explanation for the account's closure is insufficient and the cash sum of \$55,924.52 has not been properly accounted for.<sup>103</sup> The Husband's position is that the cash sum has been spent, with a significant portion being used to convert currency for the family's overseas trips and preparing red packets for Chinese New Year.<sup>104</sup> The Wife says that the Husband's explanation is "baseless" and does not sufficiently account for the said sum.<sup>105</sup> She also highlights that such withdrawals took place at a time when the Husband was "taking steps to dissipate other assets".<sup>106</sup>

66 It is not immediately clear what legal basis the Wife is relying on in arguing for the claw back of the Husband's withdrawal of \$55,924.52, as she does not make specific arguments in relation to, *inter alia*, the drawing of an adverse inference or the *TNL dicta*. In any case, the drawing of an adverse inference here is not appropriate. It cannot be said that there is a *prima facie* case of concealment that has been established against the Husband, as I find his version of events regarding the expenditure on family expenses to be plausible. The Wife did not specifically challenge the Husband's claimed purposes regarding where the moneys were applied to (*ie*, family holidays and preparing red packets for Chinese New Year). She merely says that there is no "adequate accounting for the said sum".<sup>107</sup> In any event, I am mindful that it may be difficult for the Husband to produce evidence that the moneys were applied

---

<sup>102</sup> PWS at para 43.

<sup>103</sup> PWS at para 43.

<sup>104</sup> DWS at para 25.

<sup>105</sup> PSA at para 11.

<sup>106</sup> PSA at para 11.

<sup>107</sup> PSA at para 11.

towards exchanging currency for family holidays and preparing red packets, as these uses are relatively harder to document. In addition, while the withdrawal occurred when divorce proceedings were imminent (*ie*, end-October 2022), the Wife has also not addressed me on whether she consented to the use of the moneys for the Husband's stated purpose of family expenses including family holidays and Chinese New Year. In the circumstances, I am not persuaded by the Wife that these sums should be restored to the matrimonial pool.

(2) CDP Account (S/N 24)

67 The Wife argues that the Husband has not made full and frank disclosure, having intentionally concealed the disposition of monies in the CDP Account.<sup>108</sup> She seeks a return of \$244,173.69 into the asset pool, representing the value of the Husband's shares in the CDP Account as at July 2022.<sup>109</sup> She raises the following contentions:

(a) She points out that the Husband did not initially disclose the CDP Account in his affidavit of assets and means, and only made limited disclosure during discovery.<sup>110</sup> The CDP Account was depleted in or around September 2023.

(b) The shares in the CDP account were sold for \$200,868.98 sometime in September 2022. The sale proceeds were deposited in the OCBC Cash Account (specifically, the Husband's OCBC Premier EasiSave Account no. -001), and the Husband subsequently made

---

<sup>108</sup> PWS at para 47.

<sup>109</sup> Joint Summary at p 18.

<sup>110</sup> PWS at para 44.

multiple cash withdrawals totalling up to \$25,000.<sup>111</sup> There was a further reduction of cash deposits in the OCBC Cash Account from \$1.6m in September 2022 to \$425,000 in November 2022. The Wife requested for the Husband's bank statement for the month of October 2022 during discovery, which he eventually produced in his supplementary affidavit.<sup>112</sup>

68 The Husband maintains that the proceeds relating to the sale of the shares in the CDP Account (which took place in two tranches) were deposited in the OCBC Cash Account on 4 October 2022 and 29 September 2023.<sup>113</sup> The Husband thus avers that the sale proceeds were not siphoned away and are accounted for in his list of assets.<sup>114</sup> I accept this explanation as he has produced documentary evidence to show the flow of the sale proceeds into the OCBC Cash Account.<sup>115</sup> In my assessment, the core of the Wife's complaint relates not to the purported dissipation of the sale proceeds of the CDP shares (which were deposited in the OCBC Cash Account as the Husband has demonstrated), but to the reduction in moneys in the OCBC Portfolio that overlaps with her other alleged ground of dissipation (see [63(e)] above). I will address this contention when I turn to consider the reductions in the OCBC Portfolio.

(3) POSB Account (S/N 17)

69 The Wife submits that the Husband has depleted and closed the POSB Account in January 2024, despite the balance in the account having been

---

<sup>111</sup> PWS at paras 44–45.

<sup>112</sup> PWS at para 46; DSA at Tab 11, pp 292–323.

<sup>113</sup> DWS at para 21; DSA at para 23 and Tab 4.

<sup>114</sup> DSA at para 24.

<sup>115</sup> DSA at Tab 4.

consistent for the months of August to December 2023.<sup>116</sup> The Husband has accepted the Wife's position valuing the POSB Account as \$600 and included the same in his list of assets.<sup>117</sup>

(4) UOB Account (S/N 25)

70 The Wife initially took issue with the fact that the statements disclosed by the Husband in relation to the UOB Account did not show the monthly balances.<sup>118</sup> The UOB Account was closed in October 2023 with a closing balance of \$562.63 that was transferred to the OCBC Cash Account.<sup>119</sup> The Husband clarifies that as the UOB Account was a passbook savings account, the monthly balances would not be reflected in the bank statements.<sup>120</sup> I accept the Husband's clarification and, in any case, the Wife has not advanced any cogent basis to argue that the withdrawals from the UOB Account should be clawed back apart from the fact that the monthly balances were not apparent from the disclosed bank statements.

(5) OCBC Portfolio (S/N 11 and 13)

71 The Wife argues that the Husband's disclosed value of the OCBC Portfolio is "highly inaccurate as to [his] actual means".<sup>121</sup> She claims that the Husband has not adequately accounted for the depletion of almost \$4m in the OCBC Portfolio from 2021 to early 2024.<sup>122</sup> She also notes that the Husband

---

<sup>116</sup> PWS at para 49.

<sup>117</sup> DSA at paras 25–29.

<sup>118</sup> PWS at para 50.

<sup>119</sup> DSA at para 34.

<sup>120</sup> DWS at para 24; DSA at para 32.

<sup>121</sup> PWS at para 54.

<sup>122</sup> PWS at para 61.

had not disclosed all of his bank statements in relation to the OCBC Portfolio.<sup>123</sup> In the Husband's supplemental affidavit filed after the hearing, he eventually disclosed the aforesaid statements.<sup>124</sup> He also put forth explanations for the depletion in balances of the OCBC Portfolio that the Wife raised, which I consider in turn.

(A) SEPTEMBER 2021 TO NOVEMBER 2021

72 From September 2021 to November 2021, there was a reduction of \$93,208 from the OCBC Cash Account and \$418,458 from the OCBC Investment Account.<sup>125</sup> The Husband explains certain withdrawals:<sup>126</sup>

(a) He withdrew \$15,377 from the OCBC Cash Account on 25 September 2021 as part payment to purchase [Motor Vehicle L], which was sold in 2022.

(b) He transferred \$185,605.22 from the OCBC Cash Account into his OCBC Securities account no. -629 ("OCBC Securities Account") on 22 November 2021 to purchase Rivian shares.

(c) There was a deposit of \$400,000 into the OCBC Cash Account on 11 November 2021. The said deposit was the result of a "premature withdrawal" of the same amount in the OCBC Investment Account on the same date, which accounts for the reduction in the OCBC Investment Account.

---

<sup>123</sup> PWS at para 60.

<sup>124</sup> DSA at Tabs 9–13.

<sup>125</sup> PWS at para 55; DSA at paras 44–45.

<sup>126</sup> DSA at paras 44–45.

73 The Wife points out that as \$400,000 was moved from the OCBC Investment Account to the OCBC Cash Account, there ought not to have been any reduction in the overall OCBC Portfolio. She further suggests that any such reduction must be attributable to a dissipation by the Husband.<sup>127</sup> However, as she also acknowledges, apart from the withdrawal of \$185,605.22 from the OCBC Cash Account to purchase the Rivian shares on 22 November 2021, there was also a withdrawal of \$291,680.11 on 16 November 2021 from the OCBC Cash Account to purchase Tesla shares.<sup>128</sup> The Husband's OCBC Securities Account statement reflects the corresponding purchases of the aforesaid Rivian and Tesla shares.<sup>129</sup> Therefore, it is not necessarily the case, as the Wife suggests, that merely because the Husband moved \$400,000 from the OCBC Investment Account to the OCBC Cash Account, the net reduction in the OCBC Cash Account has not been accounted for. As the Wife herself recognises, the further reduction of \$291,680.11 in the OCBC Cash Account went towards the purchase of the Tesla shares which is supported by the Husband's documentary evidence. There was thus a net reduction of approximately \$92,662 in the OCBC Cash Account (from the purchase of [Motor Vehicle L], the Rivian shares and the Tesla shares which adds up to withdrawals of about \$492,662) after accounting for the \$400,000 deposit into the OCBC Cash Account from the OCBC Investment Account. This broadly accounts for the net reduction in the OCBC Cash Account in this timeframe. I also accept the Husband's account that the shortfall in the OCBC Investment Account was due to the "premature withdrawal" of \$400,000. Overall, the net reduction in the OCBC Portfolio during this time period is adequately borne out by the evidence.

---

<sup>127</sup> PSA at para 14.

<sup>128</sup> PSA at para 13.

<sup>129</sup> DSA at Tab 9, p 212.

## (B) NOVEMBER 2021 TO JANUARY 2022

74 Between November 2021 and January 2022, there was a reduction in the overall value of the OCBC Portfolio by an estimated \$300,000.<sup>130</sup> The Husband clarifies that the reduction is mainly attributed to his withdrawal of \$123,499.33 from the OCBC Cash Account to purchase more Tesla shares.<sup>131</sup> Further, although his structured investments matured on 3 January 2022 with a value of \$400,000, this was converted into Alibaba shares that had an unrealised loss of US\$141,348 (around \$181,215).<sup>132</sup> I accept the Husband's account as the flow of funds is reflected in the documentary evidence he adduced.<sup>133</sup>

## (C) SEPTEMBER 2022 TO NOVEMBER 2022

75 For the period between September 2022 and November 2022, the Wife indicates that there was a reduction of about \$1.2m in the OCBC Cash Account, and a reduction of \$685,723 in the OCBC Investment Account.<sup>134</sup> The Husband justifies these shortfalls on the following bases:<sup>135</sup>

- (a) He transferred \$1.5m from the OCBC Cash Account to his father to purchase the four Manulife Policies for the purposes of the Trust.
- (b) His repayment of two alleged loans extended by his parents. He adduces two loan agreements, both dated 1 June 2017, evidencing the alleged loans of \$610,126 and \$152,824 from his father and mother

---

<sup>130</sup> PWS at para 56.

<sup>131</sup> DSA at para 47.

<sup>132</sup> DSA at para 48.

<sup>133</sup> DSA at Tab 10, pp 237, 248 and 261.

<sup>134</sup> PWS at para 57.

<sup>135</sup> DSA at paras 50–51.

respectively (collectively, “Parents’ Loans”).<sup>136</sup> The stated purpose of these loans was for “building up [the Husband’s] family and career at [Company X]”.<sup>137</sup> The Husband repaid his father with a combination of equities valued at \$409,412.32 from the OCBC Investment Account on 21 and 31 October 2022 and cheque payment of \$200,847.24 from funds in the OCBC Cash Account on 25 October 2022.<sup>138</sup> He also repaid his mother with a cheque payment of \$152,824 from the moneys in the OCBC Cash Account on 18 October 2022.<sup>139</sup> The total withdrawal made via cheques was therefore \$353,671.24. The repayment of the loans (estimated at \$763,083 in total) was recorded in a deed of acknowledgement and repayment of debt dated 19 December 2022 (“19 December 2022 Deed”).<sup>140</sup>

(c) He transferred \$280,000 from the OCBC Investment Account to the OCBC Cash Account on 20 October 2022.<sup>141</sup>

76 The Wife disbelieves the Husband’s explanation that the reduction during this period was due to his repayment of the loans he had taken from his parents. She says that this is the first time she has heard of such loans and she sees no reason why such loans were warranted given [Company X]’s profitability.<sup>142</sup> She points out how at the time the loans were extended,

---

<sup>136</sup> DSA at para 51(c) and Tab 11, pp 348–351.

<sup>137</sup> DSA at Tab 11, pp 348 and 350.

<sup>138</sup> DSA at Tab 11, pp 305, 307 and 319.

<sup>139</sup> DSA at para 51(f).

<sup>140</sup> DSA at para 51(g) and Tab 11, pp 352–354.

<sup>141</sup> DSA at para 51(h).

<sup>142</sup> PSA at paras 20–23 and 27.

[Company X] was declaring dividends.<sup>143</sup> She also alleges that the 19 December 2022 Deed is “unduly similar” to another deed dated 19 January 2023 (relating to the repayment under a purported trust arrangement with the Husband’s father, which I will discuss at [78(a)]–[83] below) that the Husband had previously exhibited in another affidavit of assets and means (“19 January 2023 Deed”).<sup>144</sup> In the circumstances, she “strongly believes that” the Husband and his parents had “falsely created” these sham documents to reduce the available asset pool for division.<sup>145</sup> She also seeks the aforesaid sums to be clawed back into the asset pool under the *TNL dicta*.<sup>146</sup>

77 It is telling that the Husband only belatedly raises this explanation and the said documents in his supplemental affidavit. The Husband omitted to mention or even allude to the purported Parents’ Loans in his affidavits of assets and means, despite their relatively high quantum. Moreover, the Wife was also not informed of such substantial loans throughout the course of their marriage. This is despite one of the stated purposes of the loans being to “build up [the Husband’s] family”.<sup>147</sup> As the Wife points out, the loans were purportedly extended to the Husband in the form of “dividends, director fees and monetary rewards” received by the Husband’s parents from [Company X], and it is difficult to verify whether such allegedly loaned moneys had actually been received by the Husband given that [Company X] was sold sometime in 2020.<sup>148</sup> Bearing in mind the circumstances, including the fact of the Husband’s very late

---

<sup>143</sup> PSA at para 22.

<sup>144</sup> PSA at para 24.

<sup>145</sup> PSA at para 25.

<sup>146</sup> PFS at para 14.

<sup>147</sup> DSA at Tab 11, pp 348 and 350.

<sup>148</sup> PSA at para 20.

revelation of the purported Parents' Loans, I am not satisfied that these loans were genuine. I thus do not accept that the Husband's withdrawals were for the claimed purpose of repaying the Parents' Loans. The said sums should be clawed back into the matrimonial pool under the *TNL dicta*. The combined reduction of \$763,083 in the OCBC Portfolio that took place sometime in October 2022, when divorce proceedings were imminent, was done without the Wife's awareness, let alone consent. I thus add \$353,671.24 and \$409,412.32 (see [75(b)] above) back into the OCBC Cash Account and OCBC Investment Account respectively.

(D) NOVEMBER 2022 TO JANUARY 2023

78 The Wife points out that between November 2022 and January 2023, there was a net reduction of around \$560,670 in the OCBC Portfolio.<sup>149</sup> The Husband puts forth the following reasons for the reduction.<sup>150</sup>

(a) He used funds from the OCBC Portfolio to allegedly pay his father. On 1 July 2019, the Husband entered into an agreement to hold his father's shares in [Company X] on trust to facilitate the sale of [Company X], with his father's proportion of the sale proceeds to be repaid to his father ("1 July 2019 Agreement").<sup>151</sup> The Husband entered into a subsequent agreement with his father on 11 October 2020 stipulating the precise amount to be repaid, *ie*, \$411,400 ("11 October 2020 Agreement").<sup>152</sup> In this connection, the Husband transferred \$372,230.07 from the OCBC Investment Account on 28 December

---

<sup>149</sup> PWS at para 58.

<sup>150</sup> DSA at para 54.

<sup>151</sup> DAOM3 at para 6 and Tab 1, p 14; DSA at Tab 12, p 421.

<sup>152</sup> DAOM3 at para 6 and Tab 1, p 15; DSA at Tab 12, p 457.

2022, from the sale of his Alibaba shares and Wing Tai Properties bonds purportedly to his father.<sup>153</sup> The Husband also issued a cheque payment of \$33,073.78 on 18 January 2023 from the OCBC Cash Account to cover the shortfall.<sup>154</sup> Pursuant to the repayment, he executed the 19 January 2023 Deed to record the same.<sup>155</sup>

(b) He issued a cheque of \$100,000 from the OCBC Cash Account which was encashed. Of that sum, \$32,125 was spent on medical treatment for the family dog, \$300 was paid monthly to the neighbour who took care of the dog from March 2023, and an unspecified sum was spent on groceries and day-to-day spending.<sup>156</sup> In the Husband's further written submissions, he concedes that the balance of \$67,875 should be returned to the asset pool for division.<sup>157</sup>

79 In relation to the payments to the Husband's father, the Wife claims that the 19 January 2023 Deed was an "afterthought attempt" to justify the Husband's withdrawals.<sup>158</sup> She notes that the Husband did not previously mention in his first affidavit of assets and means or reply affidavit that he had held [Company X]'s shares on trust for his father, or that his father was entitled to his proportionate share of the proceeds from [Company X]'s sale.<sup>159</sup> The delay in producing the documentary evidence, according to the Wife, indicates

---

<sup>153</sup> DSA at Tab 12, p 396.

<sup>154</sup> DSA at Tab 12, p 409.

<sup>155</sup> DAOM3 at para 6 and Tab 1, pp 16–17; DSA at Tab 12, pp 458–459.

<sup>156</sup> DSA at para 58.

<sup>157</sup> DFS at para 5.

<sup>158</sup> PSA at para 29.

<sup>159</sup> PSA at para 29.

that the “documents were created only after the event”.<sup>160</sup> She therefore hopes for the said withdrawals to be returned to the asset pool on the basis of the *TNL dicta*.<sup>161</sup>

80 It is noteworthy that the Husband did not initially raise the trust arrangement regarding his father’s shares. In his first affidavit of assets and means, he cursorily raised the sale of [Company X] on 13 January 2020. He said that he personally received \$1m from the sale proceeds of \$1.25m, with a sum of \$271,400 being retained as working capital.<sup>162</sup> At this juncture, he failed to mention that part of these sale proceeds was held on trust for his father, or that he had repaid his father pursuant to the alleged trust arrangement. Likewise, in his affidavit in reply to the Wife’s specific discovery application, the Husband mentioned that a joint account with his father was set up “to provide transparency of the payment from the sale of [Company X] to [his father]”.<sup>163</sup> Yet, the Husband, again, did not make reference to the purported trust arrangement with his father. The Husband only belatedly brought up the said trust arrangement in his third affidavit of assets and means.<sup>164</sup> It is inexplicable that the Husband only raised the purported trust arrangement at such a late juncture despite the earlier opportunities he had to do so, and no explanation was given for the delay.

81 The Wife also points out that the 11 October 2020 Agreement stated that the monetary proceeds from the sale of [Company X] comprised of \$1.3m and

---

<sup>160</sup> PSA at para 31.

<sup>161</sup> PFS at para 14(c).

<sup>162</sup> DAOM1 at para 31.

<sup>163</sup> Defendant’s Reply Affidavit in FC/SUM 2116/2024 dated 7 August 2024 at para 23.

<sup>164</sup> DAOM3 at para 6 and Tab 1, pp 14–17.

retained earnings of \$757,000, which are inconsistent with his previously stated figures.<sup>165</sup> For instance, these figures are different from those stated in his first affidavit of assets and means, which I have reproduced at [80] above. I note another inconsistency which arises on the face of the 19 January 2023 Deed. While the OCBC Investment Account shows an aggregate transfer of \$372,230.07 on 28 December 2012 (comprising of Alibaba shares valued at \$147,225.96 and Wing Tai Properties bonds valued at \$225,004.11),<sup>166</sup> the repayment schedule in the 19 January 2023 Deed states that \$150,643.34 from the sale of Alibaba shares and \$227,682.88 from the sale of Wing Tai Properties bonds were paid to his father.<sup>167</sup> No reason was given for the difference in the sums claimed to have been paid.

82 It is also pertinent that the alleged repayment of the father's share of the sale proceeds occurred around two years after the sale of [Company X], during the period when divorce proceedings were imminent. The Husband proffers no explanation for this delay in the supposed repayment.

83 Viewing the facts at [80]–[82] in totality, I do not accept the Husband's claims that he held his father's shares in [Company X] on trust, and that the disposition of \$405,303.85 was for the purpose of repayment under the purported trust arrangement. Overall, I am not satisfied on the totality of the evidence that such a trust arrangement, as the Husband describes, existed. I am of the view that the disposed funds ought to be included in the asset pool as such withdrawals took place when divorce proceedings were imminent and without the Wife's agreement. To this end, I have added \$33,073.78 and \$372,230.07

---

<sup>165</sup> PSA at para 29(c).

<sup>166</sup> DSA at Tab 12, p 396.

<sup>167</sup> DSA at Tab 12, p 459.

(see [78(a)] above) back to the OCBC Cash Account and OCBC Investment Account respectively.

84 With respect to the Husband's supposed expenditure of \$32,125, the Wife contests his evidence. She estimates that the dog-related expenses would only have amounted to \$5,000 to \$6,000 and disputes the Husband's claims of using cash for day-to-day spending as such expenses would usually be paid with credit cards.<sup>168</sup> She also points out that these purported expenses have not been supported by evidence. I agree. The Husband has not adduced any invoices or receipts regarding the purported expenditures to prove his bare assertions. I thus find that the Husband has failed to explain his disposition of \$32,125 from the OCBC Cash Account. This is a substantial sum that was expended when divorce was imminent, which the Wife has not agreed to. I include the aforesaid in the matrimonial pool.

(E) OTHER CASH WITHDRAWALS

85 Finally, I set out the Husband's replies to certain cash withdrawals and transfers from the OCBC Cash Account that the Wife disputes:<sup>169</sup>

- (a) A cash withdrawal of \$16,000 on 31 January 2023. The Husband explains that this was used to pay for the vehicle registration fee for [Motor Vehicle J]. He exhibits an electronic mail from the Land Transport Authority requesting a direct transfer or PayNow for the aforesaid, but not a receipt evidencing such payment.<sup>170</sup>

---

<sup>168</sup> PSA at para 32.

<sup>169</sup> PWS at para 62; DSA at para 58; PSA at para 32.

<sup>170</sup> DSA at Tab 13, p 561.

(b) A cash withdrawal of \$50,000 on 11 March 2023. The Husband attributes this to expenses for the rental Home such as contractors' fees, moving costs and storage costs. He does not adduce any documentary evidence to support this assertion.

(c) Cash transfers amounting to \$6,000 between January 2023 and April 2023 to the Husband's father. The Husband does not provide an explanation as he claims it is unclear which transactions the Wife is referring to.

(d) Cash transfers to an account named "Rainbows" on a monthly basis between January 2023 and April 2023 amounting to no less than \$16,000. The Husband says that "Rainbows" is his mother's bank account, and these funds were for his parents' daily expenses and costs incurred from taking care of the Children. The Husband does not show proof that "Rainbows" refers to his mother's bank account.

86 On the whole, I find that the Husband has not produced sufficient documentary evidence to support his explanations for these cash withdrawals. The substantial cash withdrawals, amounting to \$88,000, occurred when divorce was imminent and the Husband has failed to adequately corroborate the claimed purposes behind such withdrawals with documentary evidence such as receipts, invoices or contemporaneous correspondence. For instance, it is inconceivable that the Husband would not be able to adduce any documentary proof of significant expenditures such as the \$50,000 purportedly spent on the Home-related expenses. It has also not been shown that these expenditures were made with the Wife's consent. Based on the aforesaid, the cash withdrawals of \$88,000 from the OCBC Cash Account ought to be returned to the asset pool.

## (F) SUMMARY REGARDING THE OCBC PORTFOLIO

87 In relation to the OCBC Portfolio, I have added the following sums to the agreed base values of the OCBC Investment Account and OCBC Cash Account, which leads me to arrive at the following aggregate values:

	<b>OCBC Investment Account (S/N 11 at [50] above)</b>	<b>OCBC Cash Account (S/N 14 at [50] above)</b>
Agreed base value	\$409,156	\$13,274
Claw back based on [77] above	\$409,412.32 (from the sale of equities: see [75(b)] above)	\$353,671.24 (from the withdrawal via cheques: see [75(b)] above)
Claw back based on [83] above	\$372,230.07 (from the sale of the Alibaba shares and Wing Tai Properties bonds: see [78(a)] above)	\$33,073.78 (from the withdrawal via cheque: see [78(a)] above)
Claw back based on [84] above	NA	\$32,125 (from the withdrawal via cheque: see [78(b)] above)
Claw back based on [86] above	NA	\$88,000 (from the cash withdrawals: see [85] above)
<b>Total</b>	<b>\$1,190,798.39</b>	<b>\$520,144.02</b>

*Husband's motor vehicles (S/N 2–5)*

88 In terms of the valuations of the Husband's motor vehicles that are disputed (*ie*, S/N 2 and 3 at [50] above), the Wife estimates the market values based on listings on an online marketplace, sgcar mart.com, of vehicles of the same model with a similar Certificate of Entitlement ("COE") expiration date.<sup>171</sup> The Husband instead relies on the COE rebate amount of the respective vehicles, which represents the unused portion of the vehicle's COE that would be refunded upon deregistration of the vehicle.<sup>172</sup> I prefer the Wife's method of valuation as it is more indicative of the market values of the vehicles since the COE rebate amount does not account for the value of the vehicle itself. I thus adopt an average of the figures she presents for S/N 2 and accept her suggested value for S/N 3.

89 The Wife further seeks the inclusion of the market values of the following motor vehicles in the pool of matrimonial assets which the Husband disposed of in 2023:<sup>173</sup>

- (a) [Motor Vehicle H] that was sold on 5 September 2023 for \$19,500;
- (b) [Motor Vehicle I] that was sold on 7 June 2023 for \$8,900;
- (c) [Motor Vehicle J] that was sold on 3 September 2023 for \$28,500; and

---

<sup>171</sup> PAOM2 at para 13; Tab 2, pp 84–85.

<sup>172</sup> DAOM2 at para 16; Tab 9, pp 759–760.

<sup>173</sup> PWS at para 51.

(d) [Motor Vehicle K], which was on loan from the Husband's friend, that was transferred to the said friend for no consideration.

(e) The Wife also raises [Motor Vehicle G] in her submissions,<sup>174</sup> which was sold on 23 February 2024 for \$19,500. However, this vehicle has already been included in the asset pool (see S/N 4 at [50] above). In the Joint Summary, she also accepted the valuation of [Motor Vehicle G] at \$19,500.<sup>175</sup>

I will refer to these motor vehicles collectively as the "Vehicles".

90 The Wife does not argue that the sale proceeds have been dissipated, rather, that the Vehicles were sold for sums "a lot less than normal market values" as the total value they could have fetched was between \$158,000 and \$231,000.<sup>176</sup> However, there is no basis to accept the Wife's submission that because the Vehicles were, in her opinion, sold below market value, the Vehicles should be accounted for in the matrimonial pool. As the Husband has already accounted for the sale proceeds from the Vehicles in his bank accounts which have been included in the matrimonial pool,<sup>177</sup> I find no reason to include the Vehicles in the matrimonial pool (with the exception of [Motor Vehicle G] which, as I have explained at [89(e)] above, is already accounted for as S/N 4 at [50] above).

---

<sup>174</sup> Joint Summary at p 22; PWS at para 52.

<sup>175</sup> Joint Summary at p 5.

<sup>176</sup> PWS at para 52; Joint Summary at p 22.

<sup>177</sup> DAOM1 at para 7 and pp 65–97

***Direct contributions***

91 The relevant principles regarding the determination of the parties' direct contributions are set out in *WFE v WFF* [2023] 1 SLR 1524 at [37]:

In determining the parties' direct contributions, it is common for the court to *total up the values of each party's solely owned assets* and credit *them as the direct contributions of that party*. This approach is premised on the solely owned assets being solely acquired by that party. It is a practical and convenient approach to take. Where a party asserts that he or she contributed to the acquisition of an asset solely owned by the other party, *he or she may show proof of his or her contributions*. In determining direct contributions, the court focuses on the contributions towards the acquisition of the matrimonial assets and not on the ownership of the assets during the marriage. This is a strictly evidential exercise that is done on a broad-brush basis.

[emphasis in original omitted; emphasis added]

92 As the Wife's case proceeds solely on the basis that it was a single-income marriage, she did not consider the applicability of the *ANJ v ANK* framework and made no specific submissions on the ratio of direct contributions. The Husband contends that the ratio of direct contributions ought to be 85:15 in his favour.<sup>178</sup>

93 Given that neither party disputes his or her contributions to the assets solely owned by the other party, I will use the values of each party's solely owned assets to represent their direct contributions, including the contributions towards the sums that have been clawed back into the asset pool. In relation to the sole joint asset (*ie*, S/N 1 at [50] above), I adopt the Husband's submission to attribute equal contribution by the parties, absent any argument by the Wife to the contrary. I thus arrive at the following ratio of direct contributions:

---

<sup>178</sup> DWS at para 9; DFS at para 6.

<b>Direct contribution</b>	<b>Husband</b>	<b>Wife</b>
Joint asset	\$500.50	\$500.50
Sole assets	\$6,412,923	\$403,873
Subtotal (value of assets)	\$6,413,423.50	\$404,373.50
Estimated ratio of direct contributions	94.07%	5.93%

### ***Indirect contributions***

94 The Wife did not expressly put forward a ratio of her indirect contributions in relation to the Husband's. Overall, she characterises herself as the "main caregiver" of the Children, having juggled her caregiving responsibilities with her work duties throughout the marriage.<sup>179</sup> In particular, she puts forward the following examples:

(a) She took care of the Children when they were ill, particularly [B] and [C] who suffered from lower respiratory tract infections.<sup>180</sup> Apart from taking care of their physical well-being, she also arranged tuition classes for the Children and coached them on their homework.<sup>181</sup> She was also the parent who mainly drove the Children to and from their various activities.

(b) She also cared for the Husband's well-being, researching on supplements and herbs to help with his gastritis and backache issues.<sup>182</sup>

---

<sup>179</sup> PWS at para 64.

<sup>180</sup> PWS at para 65.

<sup>181</sup> PWS at para 68.

<sup>182</sup> PWS at para 69.

(c) While the parties engaged a helper until August 2020 to assist with household chores, the Wife was still responsibly taking care of the Children and cooking for the family. She also trained the helper.<sup>183</sup>

(d) She returned to work at [Company X] shortly after the birth of each of the Children, and did not take maternity leave after [D]’s birth as she worked from home.<sup>184</sup>

(e) Without her support in running the administrative side of [Company X] and her dedicated assistance on the home front, the Husband would not have been able to focus on his business.<sup>185</sup> She played an essential role in administrative matters while working in [Company X], such as bookkeeping, tax filings, and management of financial documents, which contributed substantially to the company’s smooth operations.<sup>186</sup>

(f) With respect to her indirect financial contributions, the Wife says that she expended a “rather substantial sum” of her own moneys to pay for Children’s tuition, household expenses and the vehicle-related expenses.<sup>187</sup>

95 The Husband takes the position that the ratio of indirect contributions ought to be equal.<sup>188</sup> To this end, he makes the following submissions:<sup>189</sup>

---

<sup>183</sup> PWS at para 66.

<sup>184</sup> PWS at para 64.

<sup>185</sup> PWS at para 73.

<sup>186</sup> PWS at paras 71–72.

<sup>187</sup> PWS at para 68.

<sup>188</sup> DWS at para 11.

<sup>189</sup> DWS at para 11.

(a) The childcare responsibilities were shared between the helper, the Wife and him.<sup>190</sup> In addition, the Children's paternal grandparents took care of the Children after school when the parties were at work, and occasionally when the Children fell ill.

(b) Parties would send the Children to school in the morning, and the Wife or the Children's paternal grandfather would fetch them from school.

(c) Given his higher earning capacity, he shouldered the bulk of the financial burden. For instance, he fully paid for the Children's school fees, groceries, transportation, the rental of the Home and utilities.<sup>191</sup> The Wife used a supplementary credit card provided by the Husband to pay for groceries and household expenses. He was also responsible for the family's financial planning.

96 In my view, an indirect contribution ratio of 60:40 in favour of the Wife is appropriate. The Husband bore most of the indirect financial contributions as he had greater financial capacity. Beyond contributing to the family expenses, his supplementary credit card also enabled the Wife to pay for such expenses. It is clear, nonetheless, that the Wife assumed greater responsibilities on the homemaking front. She largely took care of the Children's physical well-being and oversaw their studies, although the Husband and the Children's paternal grandparents also assisted in the childcare responsibilities. The Wife was responsible for managing the household, including cooking, and supervising the helper. It is also notable that the Wife supported the Husband's career, having

---

<sup>190</sup> DAOM1 at para 21.

<sup>191</sup> DAOM1 at para 16.

resigned from her job to commence work at the Husband's company.<sup>192</sup> There is no doubt that, with the Wife's commitment to assisting the administrative side of [Company X] coupled with her significant involvement in family life, the Husband could concentrate his energy towards growing his company. In the aggregate, I am satisfied that the ratio of 60:40 in favour of the Wife adequately reflects both parties' indirect contributions to the marriage.

### ***Overall contributions***

97 The Wife's submissions are on the basis that the parties' marriage was a single-income one and, accordingly, the *TNL v TNK* framework would apply. She thus argues that the asset pool ought to be divided equally in accordance with the *TNL v TNK* framework.<sup>193</sup> She further seeks a 15% uplift of her share of the asset pool, should an adverse inference be drawn against the Husband.<sup>194</sup> The Husband derives an average ratio of 67.5:32.5 in his favour based on his suggested direct and indirect contribution ratios.<sup>195</sup>

98 Neither party has put forth a reason to depart from the default position where equal weight is assigned to the parties' direct and indirect contributions. In addition, no uplift is required as I have not found it appropriate to draw an adverse inference against the Husband. Instead, sums have been clawed back to the asset pool under the *TNL dicta*.

99 In the premises, the total asset pool is valued at \$6,817,797 (see [50] above). The final overall ratio for the division of assets is as follows:

---

<sup>192</sup> PWS at para 71.

<sup>193</sup> PWS at para 76.

<sup>194</sup> PWS at para 80.

<sup>195</sup> DWS at para 12.

Contribution type	Husband	Wife
Direct contributions	94.07%	5.93%
Indirect contributions	40%	60%
Final ratio	67.035%	32.965%

## Maintenance orders

### *Maintenance for the Children*

#### *Quantum of maintenance*

100 Section 127(1) of the WC empowers the court to order a parent to pay maintenance for the child’s benefit, after the grant of a judgment of divorce, in such a manner as the court thinks fit. Maintenance is ordered to provide for the child’s reasonable financial needs and not to indulge the child with luxuries: *WLE v WLF* [2023] SGHCF 14 (“*WLE v WLF*”) at [19]. While the law does not hold back a parent from indulging his child, it also cannot compel the other parent to contribute to such indulgence: *WLE v WLF* at [21].

101 Further, the grant of maintenance is not a “corporate reimbursement scheme” where every item of expenditure that is proved is claimed by the parent with the care and control of the children: *WLE v WLF* at [19]. This is because parties should not adopt an overly mathematical approach and should instead draw up a “budget” comprising of broad categories of the child’s needs: *WBU v WBT* [2023] SGHCF 3 (“*WBU v WBT*”) at [10]. Bearing in mind that parties may disagree over parenting decisions, such as which enrichment classes the child should attend, the court will not be overly prescriptive in how these budgeted moneys are specifically applied to various detailed items of expenses:

*WBU v WBT* at [11]. The onus ultimately lies on the parents to resolve their differences and compromise for the child's best interests.

102 I am mindful that maintenance for the child should not include items of expenditure that the parent with care and control would, in any case, have to incur even if that parent did not have care and control: *WLE v WLF* at [18]. Examples include standard household expenses, property taxes and Wi-Fi. Whereas items such as utilities and groceries would reasonably increase in proportion to the number of household members, and thus be covered under the maintenance obligation: *WLE v WLF* at [18].

(1) Maintenance for [B]

103 Concerning the maintenance for [B], the Husband sets out the following:<sup>196</sup>

S/N	Expenditure	Husband's position	Wife's position	Court's decision
<b>Monthly expenses for [B]</b>				
1	Food	\$300	\$0	\$240
2	Transport (bus, train and private hire vehicle)	\$168	\$0	\$60
3	Utilities (water, gas and electricity)	\$127	\$0	\$127

<sup>196</sup> Joint Summary at pp 26–28.

4	Telephone, internet and mobile phone	\$22	\$10	\$20
5	Entertainment	\$100	\$0	\$50
6	Medical	\$933	\$16	\$933
7	Groceries	\$334	\$166	\$200
8	Allowance	\$100	\$100	\$100
9	Health insurance	\$57	\$0	\$57
10	School textbooks and learning materials	\$100	\$50	\$55
11	School uniform and CCA attire	\$20		
12	E-mathematics enrichment classes	\$446	\$0	\$1,000
13	A-mathematics enrichment classes	\$446	\$0	
14	Physics enrichment classes	\$606	\$0	
15	Chemistry enrichment classes	\$300	\$0	
16	Wellness and grooming	\$124	\$50	

Total	\$2,892 ≈ \$2,900
-------	----------------------

104 I make a few comments regarding my decision at [103] above.

(a) The Wife’s position on expenses relating to food and transport (S/N 1 and 2) is that the child’s monthly allowance would suffice to cover such expenses.<sup>197</sup> I recognise that there may be some overlap in expenditure in so far as the child’s allowance may be used for the purposes of his food and transport. Moreover, the Husband’s own evidence is that the Children will be driven to and from school and enrichment classes by him and/or their paternal grandfather.<sup>198</sup> As such, I adjust the sum awarded in respect of the child’s food and transport, considering the breakdown of expenses initially offered by the Husband as a point of reference.<sup>199</sup> In so far as these expenses are similarly engaged for [C] (S/N 1 and 2 at [105] below), I also award the same amount.

(b) The Wife objects to the expense regarding [B]’s psychiatric treatment that is accounted for under his medical expenses (S/N 6) as she claims that her consent was not sought, and she “question[s] the necessity for this”.<sup>200</sup> According to the Husband, [B] is undergoing medication and sees a therapist once every two weeks.<sup>201</sup> He has adduced

---

<sup>197</sup> Plaintiff’s 3rd Affidavit of Assets and Means (“PAOM3”) at p 9.

<sup>198</sup> DWS at para 38.

<sup>199</sup> DAOM1 at para 14.

<sup>200</sup> PAOM3 at pp 10–11.

<sup>201</sup> DAOM2 at para 60.

invoices reflecting these treatments.<sup>202</sup> I find them to be reasonable expenses incurred for [B]’s welfare and therefore allow the claimed sums.

(c) With respect to [B]’s enrichment classes (*ie*, S/N 12–15), the Husband estimates a total cost of \$1,798. I find this sum to be high, considering that it comprises about 40% of the Husband’s claimed expenses. The Wife states that the Husband unilaterally enrolled [B] into these classes without her consent and knowledge.<sup>203</sup> She also points out how the Husband had, in his previous affidavit, indicated that he only spent \$800 a month on [B]’s tuition and enrichment classes.<sup>204</sup> Considering the points raised by the Wife, I therefore allow a sum of \$1,000 for [B]’s enrichment classes. The same observations I make in this regard apply *vis-à-vis* [C]’s enrichment classes (*ie*, S/N 12–16 at [105] below), which apparently costs \$2,090 in total.

(2) Maintenance for [C]

105 Concerning [C]’s maintenance, the Husband puts forth the following:<sup>205</sup>

S/N	Expenditure	Husband’s position	Wife’s position	Court’s decision
<b>Monthly expenses for [C]</b>				
1	Food	\$300	\$0	\$240

<sup>202</sup> DAOM2 at Tab 10 at pp 799–821.

<sup>203</sup> PAOM3 at pp 13–14.

<sup>204</sup> PAOM3 at pp 13–14; DAOM1 at para 14(g).

<sup>205</sup> Joint Summary at pp 28–29.

2	Transport (bus, train and private hire vehicle)	\$168	\$0	\$60
3	Utilities (water, gas and electricity)	\$127	\$0	\$127
4	Telephone, internet and mobile phone	\$22	\$10	\$20
5	Entertainment	\$100	\$0	\$50
6	Medical	\$113	\$16	\$50
7	Groceries	\$334	\$166	\$200
8	Allowance	\$100	\$100	\$100
9	Health insurance	\$30	\$0	\$30
10	School textbooks and learning materials	\$100	\$50	\$55
11	School uniform and CCA attire	\$20		
12	Mathematics enrichment classes	\$446	\$0	\$1,000
13	English enrichment classes	\$446	\$0	

14	Mandarin enrichment classes	\$110	\$0	
15	History enrichment classes	\$800	\$0	
16	Science enrichment classes	\$288	\$0	
17	Wellness and grooming	\$124	\$50	\$50
Total				\$1,982 ≈ \$2,000

(3) Maintenance for [D]

106 The Wife sets out a list of expenses for [D]. The Husband instead suggests that the maintenance order for [D] should proceed on the same terms as the interim maintenance order by consent (*ie*, \$800 per month), save that the expenses in respect of her enrichment classes and school fees that were previously paid on a reimbursement basis should be quantified at \$300 a month. In sum, the Husband submits that [D]'s maintenance should amount to \$1,100.

107 I am of the view that it would be preferable to assess the breakdown of [D]'s expenses, as I have earlier done for [B] and [C], instead of ordering the sum requested by the Husband. As far as the expenses similar to [B] and [C] are concerned (*ie*, S/N 1, 3 and 15 at [108] below), I have sought to ensure that a similar amount is awarded.

108 The breakdown of [D]'s expenses provided by the Wife, which the Husband does not dispute (with the exception of S/N 15), is as follows:<sup>206</sup>

S/N	Expenditure	Husband's position	Wife's position	Court's decision
<b>Monthly expenses for [D]</b>				
1	Food	\$300	\$300	\$240
2	Allowance	\$57.50	\$57.50	\$57.50
3	Transport and school bus	\$34	\$34	\$60
4	Insurance premiums	\$18.25	\$18.25	\$18.25
5	Mobile phone	\$10.09	\$10.09	\$10.09
6	Clothes, shoes and grooming	\$60	\$60	\$60
7	Medical	\$60	\$60	\$60
8	Dental	\$35	\$35	\$35
9	School fees and student care	\$401.50	\$401.50	Disallowed.
10	Enrichment classes and tuition	\$331.30	\$331.30	\$331.30
11	School books, materials and stationery	\$55	\$55	\$55
12	Entertainment and outings	\$50	\$50	\$50

<sup>206</sup> Joint Summary at pp 25–26.

13	Rent	\$600	\$600	Disallowed.
14	Groceries	\$250	\$250	\$200
15	Household outgoings ( <i>ie</i> , utilities, internet and repairs)	Disputed as “anticipatory expenses”	\$800	\$127
Total				\$1,304.14 ≈ \$1,300

109 Since the Husband’s plans are to withdraw [D] from student care, I disallow the expense in S/N 9 (at [108] above). I also disallow the expense regarding rent (S/N 13 at [108] above) as the Husband has stated that he plans for [D] to move into his accommodation.

*Apportionment of maintenance obligation*

110 In sum, the maintenance for the Children amounts to \$6,200, comprising of the following:

- (a) \$2,900 for [B]’s maintenance;
- (b) \$2,000 for [C]’s maintenance; and
- (c) \$1,300 for [D]’s maintenance.

111 In apportioning the maintenance obligation, the court determines what is fair and reasonable in light of the parties’ earning capacities and not simply their last earned income: *WLE v WLF* at [24]–[25]. In this analysis, the court also considers, *inter alia*, the parties’ property, financial resources, significant

liabilities and financial commitments, and the assets received after the division of their matrimonial assets: s 69(4) of the WC and *WBU v WBT* at [38].

112 The Wife says that she should contribute \$1,000 a month for both [B] and [C]’s maintenance, and the Husband should contribute \$2,500 for [D]’s maintenance.<sup>207</sup> She makes no submissions, beyond advancing the aforesaid lump sum figures, on the relevant apportionment of the parties’ maintenance obligation.

113 The Husband submits that the contribution to the Children’s maintenance should be 67:33 in favour of the Husband.<sup>208</sup> This ratio is derived from his monthly earning capacity of \$8,146 (accounting for his take-home salary and additional streams of income) and the Wife’s earning capacity of \$3,998 per month.<sup>209</sup> Given also that the matrimonial pool will be divided in the ratio of 67.035 (Husband): 32.965 (Wife), I consider that the Husband’s position is reasonable.

114 Hence, it is fair for the Husband to bear 67% of the Children’s monthly expenditure of \$6,200, which is approximately \$4,200. I therefore order the Wife to pay \$2,000 every month for the Children’s maintenance.

### ***Spousal maintenance***

115 The Wife seeks a lump sum of \$144,000 as spousal maintenance (representing the value of \$2,000 a month for a period of six years).<sup>210</sup> She

---

<sup>207</sup> PWS at para 25.

<sup>208</sup> DWS at para 50.

<sup>209</sup> DWS at paras 48–49.

<sup>210</sup> PWS at para 82.

claims that the Husband is a “man of substantial financial means” whose financial capacity exceeds hers.<sup>211</sup> On the other hand, the Husband posits that spousal maintenance should not be ordered.<sup>212</sup>

116 Section 113(1)(b) of the WC empowers the court to order a man to pay maintenance to his former wife or a woman to pay maintenance to her incapacitated former husband, subsequent to the grant of a judgment of divorce. The court’s power to order spousal maintenance is supplementary to its power to order a division of matrimonial assets: *TNL v TNK* at [63]. Consequently, if, from the division of matrimonial assets, there is a sum which, if invested properly, would be sufficient to maintain the wife, the award of maintenance should be no more than what is necessary to allow the wife to “weather the transition of the divorce”: *TNL v TNK* at [63].

117 As the Husband points out, the Wife is likely to have long-term financial security considering her current salary which suffices to cover her monthly expenses, the assets to her name and her share of the division of matrimonial assets.<sup>213</sup> Indeed, she is entitled to a not insubstantial share of the matrimonial pool valued at approximately \$2,247,486.78. In the circumstances, this suffices for her to maintain herself. I decline to order any spousal maintenance.

### **Conclusion and costs**

118 For the foregoing reasons, I make the following orders:

---

<sup>211</sup> PWS at para 81.

<sup>212</sup> DWS at para 27.

<sup>213</sup> DWS at para 31.

(a) The Husband and Wife are to have joint custody of the Children, with sole care and control of the Children to the Husband. The parties are to file further submissions within two weeks, limited to eight pages, on how the Wife's access to the Children ought to be exercised, addressing the views I have raised at [33]–[36] above.

(b) The pool of matrimonial assets is valued at \$6,817,797 (see at [50] above). The ratio for the division of matrimonial assets is 67.035 (Husband): 32.965 (Wife) (see [99] above). The parties shall iron out the details on implementing the division order and submit a draft order for the court's consideration: *WVS v WVT* [2024] SGHC(A) 35 at [45].

(c) The Wife is to pay the Husband \$2,000 every month for the Children's maintenance. No maintenance is payable from the Husband to the Wife.

119 I consider it pertinent to make three observations on the manner in which the parties conducted their cases that was not satisfactory.

(a) First, the parties failed to put forward alternative submissions in the event that their primary positions were not accepted. The Wife, for example, proceeded entirely on the basis that split care and control of the Children would be granted. Her subsequent arguments, therefore, on the access arrangements and maintenance for the Children operated entirely on that basis. Likewise, the Wife's contentions in relation to the division of matrimonial assets were premised solely on the basis that the marriage was a single-income one. Overall, she omitted to make alternative submissions in the event that her primary positions did not succeed. In a similar vein, the Husband proceeded on the basis that the assets disputed by the Wife would not be included in the matrimonial

pool. It would have been more productive, in my view, if the parties had accounted for the possibility that their contentions would not be accepted by the court.

(b) Second, the Husband insisted on untenable positions. In the Husband's written submissions and during the hearing before me, the Husband maintained that the Trust should not be included in the asset pool as it was created for the purpose of the Children's financial security. Such a position, as he eventually conceded, is not reflective of the state of the current law.

(c) Lastly, the Husband's conduct in belatedly advancing explanations for certain expenditures (*ie*, in relation to the alleged Parents' Loans and the supposed trust over his father's shares) and late disclosure of documents to support the same, leaves much to be desired. Parties should, from the outset, proffer all relevant explanations and fully disclose any relevant documents, and not only do so when prompted by the court.

120 I am cognisant that any order as to costs should not run contrary to the no-fault basis underlying Singapore's jurisprudence on divorce: *AQT v AQU* [2011] SGHC 138 at [57]. Notwithstanding, in view of the egregious manner in which the Husband delayed his explanations of certain expenditures and disclosure of documents (see [119(c)] above) that unduly prolonged the matter, I award costs of \$5,000 to the Wife.

121 In closing, I point out that it behoves parties to scrupulously observe their duty of full and frank disclosure. They must resist the temptation to deny the other spouse his or her rightful entitlement through, for example,

