

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 53

Divorce No 4777 of 2023

Between

YBQ

... Plaintiff

And

YBR

... Defendant

GROUND OF DECISION

*[Ancillary Matters] [Sole Custody] [Physical Abuse] [Single Income Marriage]
[Adverse Inference] [Spousal Maintenance] [Maintenance for Children]*

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YBQ

v

YBR

[2026] SGFC 53

Family Court — Divorce No 4777 of 2023

District Judge Tan Shin Yi

20 August 2025, 7 October 2025 and 2 March 2026

21 April 2026

District Judge Tan Shin Yi:

Background Facts

1. The parties were married on 10 December 2006 and there are three children to the marriage, a son aged 16 years, [C], and two daughters aged 14 and 12 years, [A] and [B] respectively.
2. In August 2019, Personal Protection Orders (PPO) were granted by consent for the protection of the 3 children against the Defendant father ("Father"). The family was under the supervision of MSF's Child Protection Services and, subsequently, a family service centre. In 2021, the PPOs were varied to include a Domestic Exclusion Order (DEO) for C's bedroom. The Father moved out of the matrimonial home in March 2023, and parties have been living separately since then.

3. The Plaintiff mother (“Mother”) commenced divorce proceedings in October 2023, and Interim Judgment was granted on 16 April 2024, based on the ground of the Father’s unreasonable behaviour. In October 2023, the Father filed a Summons application for interim access to the children, pending the resolution of the ancillary matters. On 16 January 2024, parties recorded a consent order for (i) the Mother to have interim care and control of the children; and (ii) the Father to have interim supervised access to the children once a fortnight under the Supervised Visitation Programme at the Divorce Support Specialist Agency (DSSA).

4. On 2 and 16 March 2026, I made the following orders for the ancillary matters:
 - (i) The Mother is to have sole custody, care and control of the three children of the marriage (“the Children”).

 - (ii) The Children are to undergo a psychological assessment by an MSF psychologist to assess their level of trauma and needs for suitable intervention and repair of their relationship with the Father. The assessment report is to be submitted to FJC, after which an access review will be fixed.

 - (iii) Pending further orders regarding access, the Father’s supervised access to the Children is suspended. The Father may have video-call access to the Children if the Children are willing.

- (iv) The Mother shall keep the Father informed of the Children's progress and grades in school every 2 months, by way of email updates. The Mother shall also inform the Father in the event any of the Children undergo a medical emergency or are hospitalised.
- (v) Each party is to retain their assets held in their respective names.
- (vi) The parties are to do all that is necessary to close their joint OCBC Investment account ending in 430 and the joint POSB Savings account ending in 329. The Father shall retain all monies in the said accounts.
- (vii) The Mother is to hand over to the Father the following watches within 1 week from this order:
 - (a) Rolex GMT-Master II watch;
 - (b) Rolex Explorer II watch;
 - (c) Rolex Datejust 36 watch;
 - (d) Panerai Luminor Marina watch;
 - (e) IWC Aquatimer Chronograph watch.
- (viii) The Father shall continue to pay the premiums for the insurance policies purchased for the Children and upon the maturity of each said policy, the Father shall ensure that all proceeds are paid to the child in whose name that policy was purchased.
- (ix) The Father shall pay the Mother the sum of \$14,670, being the Mother's lump sum maintenance less the amount due to the

Father pursuant to the division of matrimonial assets. There shall be no further maintenance for the Mother.

- (x) The Father is to pay the Mother the sum of \$5,500 as maintenance for the Children. This is to commence from 1 March 2026 and is payable on the first day of each month thereafter. Payment is to be made into the Mother's designated bank account.
- (xi) The Mother is to vacate Property X within five months, ie by 15 August 2026.
- (xii) The Mother is to pay the utilities bills for Property X with immediate effect until she vacates the said property. The Father is to continue to pay the mortgage and maintenance/MCST charges for the said property.
- (xiii) Each party is to bear their own costs for the ancillary proceedings.
- (xiv) Liberty to apply.

The following are the reasons for my decision.

Custody, care and control and access

Sole custody vs joint custody

5. The Father did not dispute that care and control of the children should be with the Mother, however he wanted joint custody as he claimed that he used to be very close to the Children and was actively involved in

their care until March 2023, when the Mother allegedly cut off his communications with the Children¹. The Mother sought sole custody of the Children due to the “abusive conduct” of the Father² and because the Children were still afraid of the Father. Nevertheless, the Mother accepted that the best interests³ of the Children were important.

6. It is trite law that no custody or joint custody should be ordered unless there are exceptional circumstances justifying a sole custody order. Such exceptional circumstances could include physical, sexual or emotional abuse of a child by one parent, or where cooperation between the parties is impossible and the lack of cooperation is harmful to the child. This is to “ensure that neither parent has a better right over the child and that both have a responsibility to bring the child up in the best way possible” and to “promote joint parenting so that both parents could continue to have a direct involvement in the child’s life”, which was in the welfare of the child: [38] and [26] of *CX v. CY* [2005] 3 SLR(R) 690.
7. The circumstances justifying a sole custody order were again restated in *ZO v. ZP and another appeal* [2011] 3 SLR 647. In the present case, notwithstanding the Father’s insistence that he had consented to the PPOs for the Children, there was evidence of physical abuse. It was not

¹ Paragraph 50 of the Father’s Affidavit of Assets and Means filed on 19 June 2024 (“Father’s AOM”).

² Paragraph 103 of the Mother’s 2nd ancillary affidavit filed on 27 May 2025 (“the Mother’s 2nd AM affidavit”).

³ *As above*.

disputed that⁴ in March 2019, the Father had administered a beating on [A] such that she was unable to use her hand to write and [A]’s schoolteacher had reported the matter to the police and Child Protection Service (CPS). It was also apparent that the abuse towards the Children did not stop after the PPOs were granted in August 2019, as a partial DEO was granted against the Father for [C]’s bedroom in 2021. The Mother stated that the physical violence towards the Children had started even when they were very young⁵, when the Father slapped [C] on the face and buttock so hard that he left handprint marks. The Father had also caned [C] so hard that it left “deep markings” on his buttocks. At the time of the beatings, [C] was only 2 years old.

8. The Mother stated that⁶ (i) in August 2020, the Father punched [C] on the head a few times and then dragged him to his room, then that same evening, he pinned [C] to the floor; and (ii) in September 2020, the Father threw [B] to the floor as he “could not stand her crying” and “her pillow, pyjamas and bedsheet were stained with blood”. While the Father denied that he “regularly and violently abused the Children”⁷, I noted that the safety plan prepared by CPS clearly stated that CPS was worried about the Father’s actions towards the Children, such as “forcefully grabbing/shaking/dragging/pushing/pinching/choking/pinning them

⁴ Paragraph 33 of the Mother’s Affidavit of Assets and Means filed on 26 June 2024 (“Mother’s AOM”).

⁵ Paragraph 85(a)(vi) of the Mother’s AOM.

⁶ Pages 112-113 of the Mother’s AOM.

⁷ Paragraph 43 of the Father’s 2nd ancillary affidavit filed on 13 May 2025 (“Father’s 2nd AM affidavit”).

down or to the wall, hitting without or without the use of other objects, flinging them onto the floor”⁸ and causing the Children to sustain injuries. In my view, the Father’s violence towards the Children is deplorable and his actions went far beyond harsh corporal punishment. I note that when the PPOs were granted in 2019, the Children were very young and were aged only 10, 8 and 6 years. There is no excuse for the Father’s violent punishment of such young Children.

9. Instead of acknowledging the long-term impact of his excessive violence towards the Children, the Father seemed to downplay this and instead blamed the Mother for also resorting to “excessive and unjustified physical discipline”⁹ towards the Children. It was therefore clear to me that the Father was unable to prioritise the Children’s best interests and had no remorse for his violent actions towards the Children in the past, which would have contributed to the estrangement of the Children from him. Even though the Father appeared to have taken some responsibility for his past actions and enrolled in parenting and anger management programs to improve his parenting skills, he still attempted to justify his past actions as trying to “foster a safe, structured, and supportive environment”¹⁰ for the Children. If this was really the case, then CPS’ involvement from 2019 to 2022 would not have been necessitated.

⁸ Page 114 of the Mother’s AOM.

⁹ Paragraph 52 of the Father’s 2nd AM affidavit.

¹⁰ Paragraph 23 of the Father’s 2nd AM affidavit.

10. In cases where Children refuse contact with one parent, there are usually multiple causes¹¹ including the personality and responses of both the rejected and aligned parents and the family history and history of the child's relationship with each parent. Given the Father's violence in the past, it was not unreasonable for the Children to reject him and to associate him with negative memories of the past, even if he had also provided parental support to the Children in the past. In such severe cases of abuse, it is also possible for Children to have Post-Traumatic Stress Disorder (PTSD) and require long-term therapy in order to assist them to process trauma and to gradually rebuild the relationship with the abusive parent. In the circumstances, this was a case where the exceptional circumstances warranted a sole custody order, and I so ordered.

11. I would add that, in order for the Father to start to repair the relationship with the Children, the Mother should also do her part by not involving the Children in the divorce proceedings, such as not allowing the Children to read the court documents and not telling the Children about the court proceedings or speaking ill about the Father to the Children. The Mother should also continue to keep the Father informed about the Children's grades and progress in school.

¹¹ *Understanding and Evaluating Alienation in High-Conflict Custody Cases*, Philip M. Stahl, Ph.D., *Wisconsin Journal of Family Law*, Vol. 24, 1, 2004.

Supervised access

12. While the Father claimed to be the Children’s primary caregiver and mentor prior to 2023, I found this difficult to reconcile with the current state of his relationship with the Children. The Father accused the Mother of cutting off his communications with the Children and of inflicting “serious physical and emotional harm”¹² on the Children, but he has obviously failed to acknowledge that his own actions have resulted in the Children’s rejection of him and is still making excuses for his past behaviour. For example, the Father justified his installation of video cameras in the living room as a way to “ensure the safety and well-being”¹³ of the Children, however he acknowledged that CPS then advised him to remove the same and he did so. The Father also did not deny that¹⁴ after the marriage broke down, he stopped paying for [A]’s tuition fees just before her PSLE exams and when [A] approached him for payment of the same, he told [A] that he “did not owe” her and she could “beg him”. Such words must have been extremely hurtful to a then-12-year-old child preparing for her major exams.

13. While the Father professed that¹⁵ he is now committed to “non-violent parenting” and has not used physical punishment on any of the Children since 2020, the damage to the Children has been done. It is now important for the parties and the Children to move forward and in order

¹² Paragraph 55 of the Father’s 2nd AM affidavit.

¹³ Paragraph 17 of the Father’s 2nd AM affidavit.

¹⁴ Paragraph 55 of the Mother’s 2nd AM affidavit.

¹⁵ Paragraph 53 of the Father’s 2nd AM affidavit.

for this to happen, both parents must take responsibility for their respective roles. For the Mother, it is to support the Children and to encourage them to gradually mend their relationship with the Father. For the Father, it is to accept his own role in damaging the trust between him and the Children and to recognise that the Children should not be rushed into rebuilding the relationship with him. Emotional scars take the longest to heal, even after the physical scars are long gone.

14. Although the Father was supposed to have supervised access to the Children at the DSSA once a fortnight (pursuant to the January 2024 consent order), this did not take place immediately due to the Children's major exams. Subsequently, it was recommended by the counselling agency that the Children should undergo a psychological assessment to reassess trauma and their needs for intervention. The Children appeared to be very resistant to seeing the Father. In my view, this is not an unreasonable or unexpected reaction given the history of abuse and violence by the Father. The paramount consideration of this court is, and always will be, the best interests of the Children.

15. Just because the Father may have had good times with the Children in the past, as evidenced by the numerous photographs of family outings exhibited in his affidavits, this does not automatically write off the harm he has done to the Children, both physically and emotionally. To make matters worse, the Father proudly claimed that "he was never charged with, or even cautioned in relation to any offence involving domestic violence or abuse"¹⁶, and instead blamed the Mother for keeping silent

¹⁶ Paragraph 42 of the Father's 2nd AM affidavit.

on these issues over the years and suddenly reviving the allegations of his violence in these divorce proceedings. This is precisely the type of victim-blaming behaviour which deters survivors of family violence from speaking up or reporting the abuse. There are many reasons victims of family violence do not report abuse. For example, the victim and the family could be completely financially dependent on the abuser, and the victim may worry about how the family will survive or get by if the abuser is charged or convicted. In any event, I find that the Father had been extremely violent to the Children in the past and the abuse in this case was sufficient to warrant the involvement of CPS and the establishment of safety plans as well as obtaining of PPOs, and a subsequent partial DEO, for the Children.

16. Parties and the Children were ordered to attend counselling since January 2024, with the goal to reintegrate the Children with the Father. However, it appears that in the past two years, the Children have been consistently firm about not wanting to see the Father in view of what had happened in the past and no progress has been made in the counselling. Given the history and circumstances of the case, it is my view that forcing the Children into access with the Father, even if supervised, would not be in the best interests of the Children at this point in time and would likely be detrimental to the Children's psychological and emotional well-being. Given the Children's ages and their strong feelings towards the Father, it may not be possible to force them to reconcile with the Father. In the worst-case scenario, forcing contact or access with the Father may even re-traumatise the Children.

17. As such, it is important for the Children to receive psychological support and undergo an assessment, as recommended by the DSSA, before access to the Father is resumed. If the Father truly wants what is best for the Children, instead of what is only best for himself, he should respect the Children's wishes and accept that it would take time to rebuild his relationship with the Children. The Father should also be willing to put in the effort, accept that he had caused severe emotional and physical harm to the Children in the past, and take responsibility for his actions. I therefore ordered that the Children are to undergo a psychological assessment by an MSF psychologist to assess their level of trauma and needs for suitable intervention and repair of their relationship with the Father, *before* resuming supervised access. The assessment report is to be submitted to FJC, after which an access review may be fixed. In the meantime, if the Children are willing, the Father may have video access to them once a fortnight.

Division of matrimonial assets

18. Parties did not dispute that the date of Interim Judgment (IJ) should be the appropriate operative date for identification of the parties' matrimonial assets¹⁷. It was also not disputed that the date of valuation of the matrimonial assets should be as at the date of the first ancillary matters hearing¹⁸, save for CPF monies or bank accounts which should be valued as at the date of Interim Judgment¹⁹. I therefore adopted the IJ

¹⁷ *WOS v. WOT* [2024] SGHC(A)11 at [20].

¹⁸ *TDT v. TDS and another appeal and another matter* [2016] 4 SLR 145 at [50].

¹⁹ *BUX v. BUY* [2019] SGHCF 4 at [4].

date of 16 April 2024 for the purpose of identifying the pool of matrimonial assets, and the first AM hearing date of 7 October 2025 (or a date closest to it for which evidence of the value of the asset concerned is available) for the purpose of valuing the matrimonial assets, other than the balances in the parties' bank accounts and CPF accounts, valued at 16 April 2024 (or a date closest to it for which evidence of the balance in the account concerned is available).

19. Parties have two immovable properties: the matrimonial home in the Father's sole name in which the Mother and Children are currently residing ("Property X"), and another property in the Mother's sole name which has been rented out since 2012 ("Property Y"). The agreed value of Property X is \$1,860,000 and the outstanding mortgage loan was \$489,050.52²⁰ as at 24 May 2024. The agreed value of Property Y, which is fully paid, is \$1,230,000.

20. Apart from the immovable properties, the parties also have one bank account with POSBank and one OCBC investment account in their joint names. The parties' other assets in their sole names, such as cars, a motorcycle and 5 luxury watches (for the Father), bank accounts, insurance policies and CPF monies, and the values of these assets were also generally undisputed²¹, except for a BYD car recently purchased by the Father, a bank account the Father owned jointly with his aunt, luxury bags and jewellery owned by the Mother. The Father also sought the

²⁰ Page 48 of the Father's AOM.

²¹ Paragraph 30 of the Father's submissions filed on 13 October 2025 ("Father's Submissions") and paragraph 53 of the Mother's submissions filed on 1 October 2025 ("Mother's Submissions").

division of the sum of \$114,400 that he claimed the Mother had kept from the rental monies for Property Y.

Disputed assets

BYD Sealion

21. In the Father's first affidavit of assets and means filed in June 2024, he disclosed the ownership of two cars, a Skoda Kodiaq and an Opel Grandland worth a total of \$123,497²². The Opel was apparently repossessed a month after the filing of his affidavit, and in June 2025, the Father purchased a new BYD Sealion²³ for \$228,240.80²⁴. The Father also claimed that the Skoda was sold and the purchase of the BYD car was funded by the sale proceeds of the Skoda and Opel²⁵.

22. While the Mother wanted to add the BYD car to the matrimonial pool, this was at odds with her submission that the date of Interim Judgment should be the appropriate operative date for identification of the parties' matrimonial assets. As the date of Interim Judgment was 16 April 2024, any assets purchased *after* this date would not be in the matrimonial pool. It would also be double-counting, as the cash used by the Father to purchase the BYD would already have been included in his assets (in the form of the Opel and Skoda and bank accounts) as at the date of Interim Judgment in April 2024 (or a date closest to this). As such, I did

²² Paragraph 3 of the Father's AOM.

²³ Paragraph 69(a)(i) of the Mother's 3rd ancillary affidavit filed on 12 September 2025 ("the Mother's 3rd AM affidavit").

²⁴ Pages 215-216 of the Father's supplementary affidavit filed on 3 September 2025.

²⁵ Paragraph 14 of the Father's Submissions.

not add the value of the BYD to the pool of assets but instead added the values of the Opel and Skoda cars to the pool, as these were the cars owned as at the date of Interim Judgment.

23. The Mother also made another allegation regarding the car licence plate for the Father's BYD Sealion, which she claimed was worth either \$2,888 to \$3,888 or \$25,888²⁶. It is unclear which value is being attributed by her to the licence plate, and in any event, these are bare allegations unsupported by any evidence. I noted that this is also a completely **new** allegation which was not previously stated in any of the Mother's affidavits and surfaced only in the Mother's submissions. The Mother then claimed that she wanted the values of the car licence plate to be added to the pool of assets for division. As such, I regarded this as evidence from the Bar and did not add the purported value of the licence plate to the pool of assets for division.

The Father's joint UOB Account with his aunt and other UOB account

24. The Mother claimed that the Father initially did not disclose this bank account which he owned jointly with his aunt²⁷, and the account only came to light after she pursued discovery against the Father. The Father exhibited the passbook and some bank statements for this account in his 3rd ancillary affidavit²⁸ but gave no explanation in that affidavit

²⁶ Paragraph 130(i) of the Mother's Submissions.

²⁷ Paragraph 122 of the Mother's Submissions.

²⁸ Pages 9, 43-170 of the Father's 3rd ancillary affidavit filed on 25 July 2025 ("Father's 3rd AM affidavit").

regarding the ownership of the monies. The Father's aunt did not file any statement or affidavit in the proceedings.

25. At the hearing before me on 7 October 2025, the Father's solicitors submitted that the Father's position was that the monies were not his and belonged to his aunt. The Father was also given an opportunity to clarify whether he wished to file an application in the High Court in order to determine the true beneficial owner of the monies in this account, and his solicitors confirmed that he would not be doing so.

26. The legal position is that without evidence to the contrary, the joint account holders of a bank account are presumed to hold the monies in that account in equal shares. In the present case, there was no evidence before me that the beneficial owner of all the monies in the joint account was the Father's aunt or that the Father was simply holding his share of the monies on trust for her. No trust argument was advanced by the Father's solicitors. In the circumstances, I was of the view that half the monies in this account, being the Father's share, should be added to the pool of assets.

27. The Mother also wanted the sum of \$10,013.52, being the balance of monies in the Father's UOB account ending in -237 as at December 2023, to be added to the pool of assets²⁹ as she claimed that he did not disclose this account in his Affidavit of Assets and Means. It is not disputed that the Father disclosed this account subsequently, pursuant to discovery. As stated above, parties agreed that the date of valuation of

²⁹ Paragraph 123 of the Mother's Submissions.

the monies in bank accounts should be as at the date of IJ and there was no reason to depart from this. As such, I did not add the sum of \$10,013.52 to the pool of assets but added the balance of this account as at/closest to the date of IJ.

Luxury bags and jewellery owned by the Mother

28. The Father claimed that the Mother was in possession of around \$114,000 worth of luxury items³⁰, which he had purchased for her during the marriage, and wanted these items to be added to the pool of assets for division. As the luxury items were used and not brand new, and neither party had documentary evidence of the values of the items, I directed parties to agree on a valuer and to obtain a valuation of the said items³¹.

29. Parties were in agreement on the list of items, save for a Dior and a Miu Miu bag. The Mother claimed that she did not recall owning the Dior bag and no longer had the Miu Miu bag in her possession³². However, she was prepared to accept the value of a similar pre-owned Miu Miu bag listed for sale online so I added the value of this bag to the pool of assets. As the Father did not produce any evidence regarding the existence or value of the Dior bag, save for a photograph which was not dated, I accepted the Mother's position and excluded the Dior bag from the pool of assets.

³⁰ Paragraph 43 of the Father's AOM.

³¹ Pages 6-7 of the Mother's supplementary affidavit filed on 28 November 2025.

³² Paragraph 5 of the Mother's supplementary affidavit filed on 28 November 2025.

Rental monies from Property Y

30. It is not disputed that Property Y was rented out since 2012 and that the Father had kept the rental monies from 2012 to July 2023. It is also not disputed that since August 2023, the rental for Property Y had been paid to the Mother, instead of the Father. The Father claimed that the monthly rental was \$4,400 and that the total sum of \$114,400, being rental for 26 months, should be returned to the matrimonial pool³³. The Mother's position was that³⁴ the Property Y rental was utilized for the Children's and her expenses, as the Father stopped paying maintenance for them since May 2023. She also stated that the monthly rental was reduced to \$4,200 per month from August 2024 onwards.

31. The Father did not deny that he stopped providing an allowance for the Mother since August 2023³⁵ and that he stopped paying for her credit card bills since May 2023. By the Father's own admission, the provision of these sums to the Mother totalled at least \$3,600 - \$3,800 per month. While the Father claimed he had been paying for the expenses of the car used by the Mother and Children, he did not deny that this car was repossessed in July 2024. The Father also did not deny that he stopped paying for the Mother's insurance policies in October 2023³⁶. The Mother also listed the household and Children's expenses that she had

³³ Paragraph 22 of the Father's Submissions.

³⁴ Paragraph 25(i) of the Mother's 2nd AM affidavit.

³⁵ Paragraph 31 of the Father's 2nd AM affidavit.

³⁶ Paragraph 32 of the Mother's 2nd AM affidavit.

to bear since August 2023³⁷, including the Children's food and groceries, medical expenses, schoolbooks and uniforms and other related school expenses, telephone and Internet bills, as well as Mathematics tuition for [B], and [C]'s tertiary school fees, laptop and extra-curricular activities. It was also not denied that the Father had stopped paying for [A]'s tuition just before her PSLE examinations³⁸.

32. In the circumstances, I accepted that the Mother had utilised the monthly rental from Property Y towards the family's and Children's expenses especially since she was not working and not receiving an income. This will be taken into account with regard to the issue of any backdated maintenance for the Mother and the Children and therefore the rental should not be added to the pool of assets for division.

Children's insurance policies and bank accounts

33. The Mother also submitted that³⁹ the Father had bought six insurance policies for the Children with a total surrender value of \$89,432.29. She was not seeking for these insurance policies to be added to the pool of assets but sought an order for the Father to continue to service the Children's insurance policies and that upon the maturity of the policies, the surrender value was to be given to the Children. The Father did not object to or dispute this. In the circumstances, I ordered that the Father continue to service all of the insurance policies which he has purchased

³⁷ Paragraph 18(a)(v) of the Mother's 3rd AM affidavit.

³⁸ Paragraph 18(d)(v) of the Mother's 3rd AM affidavit.

³⁹ Paragraph 4B and pages 84-95 of the Father's AOM.

for the Children and that upon the maturity of each said policy, the Father shall ensure that all proceeds are paid to the child in whose name that policy was purchased.

34. The Father also has two joint bank accounts with parties' daughters, one with [A] and one with [B]. While he had disclosed the same as part of parties' "joint assets" to be included in the pool, the values he attributed to the said bank accounts were only \$1,155.97 and \$5,210.28⁴⁰ respectively. The Mother at first claimed that she believed that the Father had unilaterally withdrawn monies from both joint accounts⁴¹ with [A] and [B]. In her subsequent affidavit she clarified that the Father had, in June 2023 after the breakdown of the marriage, unilaterally withdrawn the sum of \$7,000⁴² from his joint account with [A], leaving only \$1,355.97 at the time. She sought an order for the Father to reimburse the monies withdrawn to the joint account with [A]. The Father did not give any explanation as to why he had withdrawn the sum of \$7,000 from the joint account with [A]. I also noted that the withdrawal was done in June 2023, which was some months before the commencement of divorce proceedings.

35. However, the Mother's solicitors then submitted at the hearing on 7 October 2025 that the Father had actually withdrawn the sum of \$25,864 from his joint account with [A] and the sum of \$17,213 from his joint account with [B]. This was an allegation which was not previously

⁴⁰ Paragraph 3 of the Father's AOM.

⁴¹ Paragraphs 90-93 of the Mother's AOM.

⁴² Paragraph 38(d)(iii) of the Mother's 2nd AM affidavit.

raised in any of the Mother's affidavits and was advanced purportedly based on a tabulation of withdrawals from the Father's joint accounts with [A] and [B] from 2019 onwards. The tabulation of withdrawals numbered about 144 pages⁴³ and was submitted for the first time at the ancillary matters hearing on 7 October 2025 and filed on 13 October 2025.

36. As the Mother only raised this new allegation of the sums of \$25,864 and \$17,213 being withdrawn from the joint accounts at such a late stage, the Father had no opportunity to address these allegations. The Father's solicitors submitted at the hearing before me that the withdrawals from 2019 to 2023 would have been with the knowledge and tacit consent of the Mother since the marriage had not broken down at the time and parties were still living together.

37. I accepted that from 2019 to at least early 2023, the marriage had not broken down, and it was not clear that divorce proceedings were imminent. It was also not clear whether the sums withdrawn were utilised for the family's and household expenses, the Father being the sole breadwinner. As a result, I did not find that the sums allegedly withdrawn from these joint accounts were the Father's attempts to dissipate assets for the purposes of proceedings. The Mother was also not asking for the monies in the joint accounts with [A] and [B] to be added to the pool of assets for division, and I have therefore left these two accounts out of the pool of assets for division. Since there was no evidence that the Father had withdrawn the \$7,000 from his joint

⁴³ The Mother's supplemental submissions filed on 13 October 2025.

account with [A] in order to dissipate assets, given that the parties did not dispute that the monies in the joint accounts with [A] and [B] were not matrimonial assets to be divided, I made no order for the \$7,000 to be returned to [A]'s joint account.

Table of matrimonial assets for division

38. Based on the above, the pool of matrimonial assets is as follows:

S/n	Asset	Valuation (S\$)
Assets in parties' joint names		
1	OCBC Investment Account No. - 430	\$9,091.48
2	POSB Savings Account No. - 329	\$1,003.36
<u>Subtotal of assets in parties' joint names</u>		<u>\$10,094.84</u>
Assets in the Father's sole name		
3	Property X	\$1,370,949 ⁴⁴
4	Opel Grandland car	\$64,204
5	Skoda Kodiaq car	\$59,293
6	Triumph Tiger motorcycle	\$529
7	CPF Ordinary Account	\$3,802.67
8	CPF Special Account	\$221,226.21
9	CPF Medisave Account	\$69,982.27
10	Manulife policy number - 695	\$23,694.51
11	Manulife policy number - 303	\$17,359.12

⁴⁴ Net value based on paragraph 19 above.

12	Manulife policy number - 479	\$9,845.94
13	Manulife single premium endowment policy number - 664	\$6,950.18
14	Prudential policy number - 052	\$5,374.70
15	Monies in POSB account no. - 222	\$2,521.29
16	Monies in DBS account no. - 374	\$291.12
17	Monies in OCBC account no. - 918	\$1.56
18	Monies in UOB account no. - 237	\$13.53
19	Monies in OCBC unit trust no. - 430	\$2,061.36
20	Half of the monies in UOB account no. - 593 ⁴⁵	\$32,900.44 ⁴⁶
21	Rolex GMT-Master II watch	\$16,262
22	Rolex Explorer II watch	\$11,545
23	Rolex Datejust 36 watch	\$10,369
24	Panerai Luminor Marina watch	\$9,966
25	IWC Aquatimer Chronograph watch	\$4,364
<u>Subtotal of assets in the Father's name</u>		<u>\$1,943,505.90</u>
Assets in the Mother's sole name		
26	Property Y	\$1,230,000
27	CPF Ordinary Account	\$610.88
28	CPF Special Account	\$17,015.79
29	CPF Medisave Account	\$12,372.62

⁴⁵ This is the joint account held by the Father and his aunt, see paragraphs 24-26 above.

⁴⁶ Based on the balance in the account of \$65,800.87 as at 29 February 2024, at page 170 of the Father's 3rd AM affidavit.

30	Manulife policy no. - 131	\$15,255.50
31	Manulife policy no. - 472	\$15,059.73
32	Monies in Maybank account no. - 893	\$1,006.07
33	Monies in DBS account no. - 643	\$5,463.30
34	Monies in DBS account no. - 329	\$1,003.36
35	Monies in OCBC account no. - 001	\$1,566.29
36	Monies in UOB account no. - 925	\$1,286.32
37	Monies in UOB CPF investment account no. - 084	\$2,829
38	Hermes Lindy bag	\$2,600
39	Hermes Kelly bag	\$10,000
40	Big blue Chanel bag	\$3,200
41	Small black Chanel bag	\$2,000
42	Miu Miu sling bag	\$667
43	LV sling bag	\$1,100
44	Rolex watch	\$3,500
45	IWC watch	\$1,200
46	Ball watch	\$150
47	Chanel watch	\$1,700
48	1-carat earrings	\$350
49	1-carat ring	\$2,000
50	Tiffany & Co ring	\$850
51	Hermes wristlet	\$250
52	YSL bag	\$550

53	Prada shoulder sling bag	\$365
<u>Subtotal of assets in the Mother's name</u>		<u>\$1,333,950.86</u>
<u>Total value of the pool of matrimonial assets</u>		<u>\$3,287,551.60</u>

39. The Father's insurance policies at s/n 10-14 above⁴⁷ were inexplicably left out of his list of assets in the Father's Submissions. However, these policies were included and declared in the Father's Affidavit of Assets and Means and as such, should be included in the pool of assets. I did not include the Father's SingLife policies in the table of assets above as it is not disputed that these have no surrender value. I also did not include the Mother's Aviva and AIA policies in the table of assets as it is not disputed that these policies also have no surrender value.

Single-income or dual-income marriage?

40. It is trite law that if the marriage is a dual-income marriage, for the purposes of division of the matrimonial assets, the structured approach adopted in *ANJ v. ANK* [2015] 4 SLR 1043 should apply. If the marriage is deemed to be a single-income marriage, the *ANJ* approach should not apply and instead, the framework as set out in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 would apply.

41. The Mother submitted that theirs was a long single-income marriage⁴⁸ and that the *TNL* approach should be applied. She therefore sought to be awarded 50% of the matrimonial assets. The Father submitted that their

⁴⁷ Paragraph 4B and pages 72-80 of the Father's AOM.

⁴⁸ Paragraph 59, 85-91 of the Mother's Submissions.

marriage should be regarded as a dual-income one, on the basis that the Mother was employed for 2 years during the marriage⁴⁹, and that the structured *ANJ* approach should apply. Alternatively, he submitted that if the structured approach did not apply, the Mother should not be awarded more than 35%⁵⁰ of the matrimonial assets.

42. In *WXW v. WXX* [2025] SGHC(A) 2, the Appellate Division of the High Court found that when determining whether a marriage should be regarded as a single-income or dual-income one, the focus would be on the roles undertaken and discharged by the spouses during the marriage and what is called for is a “*qualitative assessment of the roles played by each spouse in the marriage relative to each other*”⁵¹. In that case, the Appellate Division stated that the determination of the primary role of each spouse was based on the facts and circumstances of each case, and they distinguished between⁵² a *primary* homemaker versus a working spouse who also does *substantial* homemaking (emphasis is my own).

43. In the present case, it is not disputed that the Father worked throughout the marriage and that the Mother became a full-time homemaker less than two years into the 18-year marriage. By the Father’s own admission, he claimed that the Mother “*stopped working when she married me, and has been unemployed every since*”⁵³; and that he was

⁴⁹ Paragraph 69(c) of the Father’s Submissions.

⁵⁰ Paragraph 72-74 of the Father’s Submissions.

⁵¹ [13] of *WXW v. WXX* [2025] SGHC(A) 2.

⁵² [14] of the above judgment.

⁵³ Paragraph 20 of the Father’s AOM.

the “primary breadwinner” of the family. Although the Father stated that he also helped the Mother with the care of the Children during the marriage, such as supervising their school work and ferrying the Children to and from school and coaching them academically, I am of the view that this did not detract from the fact that the Mother was the *primary* caregiver of the Children and also the primary homemaker in the marriage. Parties did not have a full-time domestic helper during the marriage, except for a period of about four years from 2011-2015⁵⁴. In the circumstances, I found that this was a clear case where the Father focused on his primary role as breadwinner and financial provider for the family, and the Mother was the primary homemaker and caregiver for the Children. It is therefore a single-income marriage for the purposes of division, and the structured approach in *ANJ* does not apply.

44. In *TNL v. TNK*, the Court of Appeal affirmed equal recognition of direct financial contributions in the form of acquiring matrimonial assets and indirect contributions in the form of homemaking. It also underscored the relevance of using trends in past cases to guide the court’s division of assets in a single-income marriage. While the Court in *TNL v. TNK* found that in the case of *long* single-income marriages, the courts tended towards an equal division of the matrimonial assets, it was reiterated in *DBA v. DBB* [2024] 1 SLR 459 that there was “*no immutable rule*”⁵⁵ that each party in a *long* single-income marriage should receive a 50% share. The cases deemed by *TNL v. TNK* to be *long* marriages also ranged from 26 years to almost 30 years. In *DBA v. DBB*, which concerned a 31-year

⁵⁴ Paragraph 57 of the Mother’s 2nd AM affidavit.

⁵⁵ [20] of *DBA v. DBB* [2024] 1 SLR 459.

single-income marriage, the wife was awarded 40% of the matrimonial assets.

45. In *UBM v. UBN* [2017] 4 SLR 921, it was emphasised that the division in a previous case is “no more than an illustration which subsequent cases can take into account as guides, always bearing in mind the difference in circumstances and that no two cases are identical”⁵⁶. The broad brush approach is a “key feature in the resolution of disputes over the division of matrimonial assets” and the final ratio ought to reflect the philosophy of marriage as an equal partnership of different efforts.

46. In *BOR v. BOS and another appeal* [2018] SGCA 78, for a single-income marriage of about 11 and a half years, the Court of Appeal awarded the wife 35% of the matrimonial assets. The court also observed that the trend towards “moderately lengthy”⁵⁷ marriages of about 15-18 years was towards awarding the homemaker about 35% to 40% of the matrimonial assets. The court in that case also noted that the wife was not a “typical homemaker in a single income family”⁵⁸ and had in fact become solely responsible for caring for the family after the husband left for China. She also had the assistance of domestic helpers.

47. In *TOF v. TOE* [2021] 2 SLR 976, for a single-income marriage of about 19 years, the Court of Appeal did not interfere with the hearing judge’s decision to award the homemaker wife 36.5% of the matrimonial assets

⁵⁶ [55] of *UBM v. UBN* [2017] 4 SLR 921.

⁵⁷ [113] of *BOR v. BOS and another appeal* [2018] SGCA 78.

⁵⁸ [114] of the above case.

although it must be pointed out that the hearing judge had in fact applied the structured approach in *ANJ v. ANK* and the wife was awarded a lump sum which did not actually amount to 36.5% of the assets. As such, the present case can be distinguished.

48. In the present case, the marriage lasted only about 18 years, which would be considered a *moderately lengthy*, and not a long, marriage. The Mother was the primary caregiver of the Children and took care of the household and home, notwithstanding the Father's indirect non-financial contributions in assisting to ferry the Children around and supervise their schoolwork. As the Father was working full-time as a teacher and also gave tuition in his non-working hours during the marriage, I do not find that his indirect non-financial contributions could have been so great as to equal those of the Mother's. It is also apparent that during the marriage, his discipline methods of the Children had resulted in emotional and physical harm to them. Having said that, the Father's direct and indirect financial contributions cannot be underestimated. It was his income and financial acumen which led to the parties amassing the pool of matrimonial assets, which included two private properties and insubstantial liabilities. The family also enjoyed a comfortable enough standard of living during the marriage, financed by the Father.
49. In the circumstances, having regard to the factors in section 112 of the Women's Charter 1961 ("the Charter"), and taking into account the above precedent cases on division of assets, I was of the view that the Mother should be awarded **40%** of the matrimonial assets.

Should there be an adjustment or “uplift”?

50. Both parties sought for an “uplift” in their respective share of the matrimonial assets to account for the other party’s purported lack of full and frank disclosure and/or conduct during the proceedings.

Adverse inferences

51. The Mother submitted that⁵⁹ the Father did not make full and frank disclosure of his assets and tried to “dissipate” some of his assets in the course of proceedings. This was mainly based on the Father’s non-compliance with the discovery order made on 11 February 2025 and non-disclosure of some bank accounts late in the proceedings. The Mother also alleged that the Father was “evasive”⁶⁰ in answering the Mother’s request for interrogatories, necessitating the filing of Summons applications for discovery and interrogatories. Regarding the alleged dissipation of the monies in the Father’s joint accounts with [A] and [B] and the lack of disclosure of the Children’s policies, I have already dealt with these issues in paragraphs 33-37 above. The mother wanted an “uplift of 15%”⁶¹ for her share of the matrimonial assets, based on the Father’s lack of full and frank disclosure. The Father’s position was that he had submitted all the documents and bank statements which he could obtain and had sufficiently complied with the discovery order. He also averred that the Mother had asked for details of all transactions in his statements above \$1,000 from the period 2019

⁵⁹ Paragraphs 92-97 of the Mother’s Submissions.

⁶⁰ Paragraph 96 of the Mother’s Submissions.

⁶¹ Paragraph 132 of the Mother’s Submissions.

to 2025⁶², which numbered more than 100, and it was difficult for him to account for all of them sufficiently.

52. With regard to the disclosure of the Father's additional income from tuition, I note that in the Assistant Registrar's discovery decision and reasons dated 11 February 2026, he found that the Father had "*adequately supported his claim that he is unable to obtain the records of his payslips as a tutor with the relevant tuition agency*"⁶³.

53. The Mother at first raised the issue that the Father did not comply fully with the order for him to produce monthly statements of all his bank accounts from January 2019 to June 2024 but then admitted that the outstanding bank statements were furnished in his supplementary affidavit filed on 3 September 2025. She nevertheless cited the Father's conduct in doing this as "suspicious"⁶⁴.

54. The Mother's basis for seeking adverse inferences to be drawn against the Father seemed to be the *belated* disclosure of his assets or additional income, specifically that he did not disclose some of the assets in his Affidavit of Assets and Means and only disclosed them in response to applications for discovery taken out by the Mother. The Father had filed two affidavits of "voluntary" disclosure on 31 July 2024, in response to the Mother's requests for discovery and interrogatories. Following the

⁶² Schedule A of the Father's Submissions.

⁶³ Paragraph 2, s/n 4 of the AR's decision on discovery and interrogatories dated 11 February 2025.

⁶⁴ Paragraph 120 of the Mother's Submissions.

discovery order made on 11 February 2025, the Father filed a 1,260-page compliance affidavit on 3 April 2025. Subsequently, he produced the rest of the outstanding bank statements in his 3rd ancillary affidavit filed on 25 July 2025 and a further supplemental affidavit on 3 September 2025.

55. While the Mother claimed that the Father did not disclose all his bank accounts, these were based on mere assumptions. For example, the Mother claimed that the Father did not disclose his UOB Privilege account on the basis that it “*is common knowledge that to be a UOB Privilege account holder, one needs to have a minimum deposit of at least \$350,000/- if not more in the Privilege account*”⁶⁵. The Father was adamant that he did not have any such account and had disclosed all the accounts he had. The Mother also wanted the court to draw inferences that the Father had undisclosed bank accounts on the basis that the bank statements disclosed by him did not show deposits of Property Y’s rental through the years or the amount he received when the Opel Grandland car was repossessed. These items were not specifically requested by the Mother in her requests or Summons applications for discovery and interrogatories.

56. The court is entitled to draw an adverse inference against a party who fails to comply with his or her duty of full and frank disclosure of the matrimonial assets, provided that⁶⁶:

⁶⁵ Paragraph 124 of the Mother’s Submissions.

⁶⁶ [18] of *UZN v. UZM* [2021] 1 SLR 426.

- (a) there is a substratum of evidence that establishes a *prima facie* case of concealment against the person against whom the inference is to be drawn; and
- (b) that person must have had some particular access to the information he is said to be hiding.

There must be enough evidence that suggests on its face that that party has deliberately sought to conceal or deplete some assets which would otherwise be available for division⁶⁷; and that party must have had access to the information he/she is said to be hiding.

57. I find that there is no evidence to establish a *prima facie* case that the Father is hiding or dissipating assets and through the voluminous documents exhibited, he has done his best to comply with the discovery order. In the circumstances, no adverse inference should be drawn against the Father.

58. The Father then sought to have an adverse inference drawn against the Mother for her alleged failure to provide full and frank disclosure, specifically with regard to her alleged non-disclosure of her joint bank account with parties' son, [C], and her online business which he found "through her TikTok profile"⁶⁸. Similarly, as the Father did not submit that the monies in the Mother's joint bank account with [C] was part of the matrimonial assets and the Mother had tried to submit these bank

⁶⁷ *BOR v BOS and another appeal* [2018] SGCA 78.

⁶⁸ Paragraph 10 of the Father's Submissions.

statements at an extremely late stage, I did not find that this amounted to a deliberate attempt to hide or dissipate assets. As for the Mother's alleged online business, I note that this was a "new" business which the Father claimed started in 2024, after divorce proceedings were commenced, and there was no evidence of any value attributed to the business. As such, no adverse inference should be drawn against the Mother.

The Mother's "conduct"

59. The Father also wanted the court to take into account the Mother's conduct of "barring" the Father from entering the matrimonial home⁶⁹ so that there should be an uplift in his favour for division of the matrimonial assets. It was stated clearly in *Chan Tin Sun v. Fong Quay Sim* [2015] 2 SLR 195 that the conduct of parties should only be taken into account in determining a just and equitable division of the matrimonial assets if⁷⁰ such conduct is both "*extreme (ie, manifestly serious) and undisputed*". The Court of Appeal in that case also stated that the hearing of the ancillaries is "*not intended to be another forum for parties to dredge up accusations and allegations relating to each other's conduct*"⁷¹.

60. In the present case, the Father's allegation is that the Mother changed the digital lock to the matrimonial home in April 2023 and denied him

⁶⁹ Paragraphs 3-6 of the Father's Submissions.

⁷⁰ [25] of *Chan Tin Sun v. Fong Quay Sim* [2015] 2 SLR 195.

⁷¹ As above.

entry to the home, refusing to allow him to visit to collect his personal belongings or to return his personal property. The Mother submitted that she had changed the digital lock to the home as it was faulty⁷² and that the Father had been living with his mother, then his aunt on and off since the PPOs were granted. The Mother also stated that⁷³ she had already returned the Father's personal belongings to him, save for his expensive watches and kitchen appliances and cookware used by her and the Children.

61. Given the extent of the Father's violence towards the Children in the past, as I have set out above, I do not find that the Mother behaved in such an unreasonable or extreme manner that her conduct should be taken into account to award the Father an uplift for division of the matrimonial assets. I also note that the Father's personal belongings had already been returned to him, save for his expensive watches which have been added to the pool of matrimonial assets above.

62. With 40% of the matrimonial assets less the value of the Mother's own assets in her sole name, this meant that she would have to pay the Father the sum of \$18,930. I therefore ordered as follows:

- (a) Each party is to retain their respective assets in their own names;
- (b) Both parties are to close the joint OCBC Investment and POSB Savings accounts and the monies in both accounts are to be retained by the Father;

⁷² Paragraph 50(b) of the Mother's 2nd AM affidavit.

⁷³ Paragraphs 51-52 of the Mother's 2nd AM affidavit.

- (c) The Mother is to hand over to the Father the watches at s/n 21-25 in the table of assets within 1 week of this order; and
- (d) The Mother is to pay the Father the sum of \$18,930 in full and final settlement of the division of assets.

Maintenance for the Mother and Children

63. The Mother sought orders for the Father to pay her a monthly maintenance “in the sum used by her during the marriage”⁷⁴ and for the Father to solely maintain the Children. She also asked for the maintenance for herself and the Children to be backdated to June 2023. The Father offered no maintenance for the Mother or in the alternative, nominal maintenance of \$1 per month. For the Children, the Father offered maintenance of \$1,825 per month.

Spousal maintenance

64. It is trite law that when awarding maintenance for a wife, the overarching principle in section 114(2) of the Charter is “financial preservation, which requires the wife to be maintained at a standard, which is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage”⁷⁵. However, this is to be applied in a manner that takes into account the “new realities” that flow from the breakdown of a marriage, and the wife is not entitled to expect a “full subsidy for her lifestyle” and must “exert reasonable efforts to secure gainful employment and to sustain her pre-breakdown

⁷⁴ Paragraph 154 of the Mother’s Submissions.

⁷⁵ *Foo Ah Yan v. Chiam Heng Chow* [2012] 2 SLR 506.

lifestyle”⁷⁶. The power to order spousal maintenance is also supplementary to the power to order division of matrimonial assets, and each party’s share of the matrimonial assets would be taken into account when assessing the appropriate quantum of maintenance to be ordered⁷⁷.

65. In the present case, as stated above, it is not disputed that the Mother was a full-time homemaker since 2009 and has been out of the workforce for the past almost-17 years. It is also not disputed that⁷⁸ the Father gave the Mother an allowance/maintenance of \$2,800 per month until August 2023, and paid for her credit card bills until May 2023, which averaged \$800-\$1,000 monthly by his own admission.

66. The Mother’s declared personal expenses, including her share of household expenses, are about \$5,458⁷⁹ per month. However, she is only 47 years old and in good health and may still take up some form of gainful employment. It is also not disputed that the Mother had recently started an online business on social media platforms, where she “markets beauty, handbags, and lifestyle products”⁸⁰, although the Mother claimed that she had not made any profits from this business and any revenue was applied towards the purchase of merchandise for the business.

⁷⁶ *ARY v ARX and another appeal* [2016] SGCA 13.

⁷⁷ [62] of *TNL v. TNK and another appeal and another matter* [2017] 1 SLR 609.

⁷⁸ Paragraph 31 of the Father’s 2nd AM affidavit.

⁷⁹ Paragraphs 76-77 of the Mother’s AOM.

⁸⁰ Pages 218-219 of the Father’s supplemental affidavit filed on 3 September 2025.

67. Further, given that the Mother is receiving 40% of the matrimonial pool of assets, which amounts to over \$1 million, any maintenance to be awarded should not be more than what is necessary to enable her to “weather the transition of the divorce”⁸¹. In the circumstances, I ordered the Father to pay the Mother the sum of \$2,800 per month for the period of one year. This is based on the allowance the Father used to give the Mother during the marriage, and takes into consideration the following:

- (a) One year should be sufficient time for the Mother to re-enter the workforce; and
- (b) With the orders on division of assets, the Father will retain the matrimonial home, Property X, and the Mother will have to find alternative accommodation or move into Property Y, foregoing the rental income.

The Mother’s maintenance will not be backdated in view of the Mother having utilised the Property Y rental monies from August 2023 to-date for expenses, as explained in paragraphs 30-32 above.

68. As the total amount of maintenance to be paid to the Mother is \$33,600 and I had ordered above for the Mother to pay the Father \$18,930 in full and final settlement of the matrimonial assets, these amounts may be offset against each other and the final net result would be that the Father is to pay the Mother the sum of \$14,670, being her maintenance less the sum she is to pay him pursuant to the division of assets.

⁸¹ [62] of *TNL v. TNK and another appeal and another matter* [2017] 1 SLR 609.

Children's maintenance

69. The Mother claimed that the Children's monthly expenses are as follows: \$4,834.41 for [C], \$4,081.34 for [A] and \$4,864.49 for [B]⁸², which included their share of the household expenses⁸³. This totalled \$13,780.24 per month. The Father claimed that these expenses were inflated and offered only \$1,900 per month⁸⁴ for the maintenance of the Children.

70. The relevant factors in ascertaining maintenance for the Children are set out in section 69(4) of the Charter, which applies pursuant to section 127(2). These factors include the financial needs of the children, the parties' income, earning capacity and assets, present and anticipated financial position, standard of living enjoyed during the marriage, including for a child, the manner in which he was being, and in which the parties to the marriage, expected him to be, educated or trained.

71. In *DBA v. DBB* [2024] 1 SLR 459, the court reminded parties that a broad-brush approach was appropriate in quantifying child maintenance and apportioning the maintenance obligation between both parents⁸⁵, especially since a child's "*needs and expenses may fluctuate from month to month*" necessitating a "budget" perspective instead of focusing on "counting which dollar is meant for which specific expense".

⁸² Paragraph 77 of the Mother's AOM.

⁸³ Based on the Mother's claim in paragraph 77 of her AOM that the total household expenses for the four of them was \$6,865.57 per month.

⁸⁴ Paragraph 102 of the Father's Submissions.

⁸⁵ [40] of *DBA v. DBB* [2024] 1 SLR 459.

72. I found that the Mother's claimed expenses for the Children, totalling \$13,780.24 per month, was extremely high and did not seem reasonable. On the other hand, the Father's proposed figure of \$1,900 per month for three teenage children was clearly inadequate, given the parties' standard of living and current living expenses. The Father's own expenses for himself totalled \$8,460 per month, suggesting that he was used to a very comfortable standard of living. It is clear that during the marriage, the parties and Children were used to a certain standard of living, that included enrichment classes and tuition for the Children, regular family outings and family holidays. In my view, a reasonable estimate of the Children's expenses, including their share of the household expenses, would be about \$7,000 per month (\$2,800 for [C], \$2,200 for [A] and \$2,000 for [B]). This did not include the Children's insurance premiums for their insurance policies, which are paid by the Father and which I have ordered him to continue paying until maturity of the policies.

73. The Father is a teacher earning a monthly income of \$11,526.75⁸⁶, with a net income of at least \$8,000 per month. He also gives tuition in his non-working hours. He admitted he is currently giving tuition to 3 students⁸⁷, for which he gets \$600 per month for 2 of the students. While the Father did not specify how much he was paid for the third student, assuming an average of at least \$300 per student, this would put his additional income at about \$900-1,000 per month. As such, the Father's

⁸⁶ Paragraph 2 of the Father's AOM.

⁸⁷ Page 2-3 of the Father's compliance affidavit filed on 3 April 2025.

total net income would be at least \$9,000 per month. While the Mother is a homemaker currently doing her online business, I have explained above that she is still relatively young and can seek gainful employment. Given her lack of a degree and the long time she has spent out of the workforce, I would estimate her earning capacity to be about \$2,000.

74. In the circumstances, I ordered that the Father is to pay the Mother the sum of \$5,500 per month, being maintenance for the Children. This would amount to about 80% of the Children's estimated monthly expenses. The Father would also not have to continue paying for the household outgoings for Property Y separately after these orders, and his expenses would be reduced as a result.

Costs of the ancillary proceedings

75. It is trite law that the award of costs lies in the discretion of the court. The guiding principle of costs is that costs usually follow the event. The Mother submitted that the Father pay costs of \$10,000 for the ancillary proceedings whereas the Father submitted that the Mother pay costs of \$5,000 to him; alternatively, that each party is to bear their own costs.

76. As stated in rules 854-857 of the Family Justice Rules 2014, it is clear that the conduct of the parties during the proceedings and any party's failure to establish any claim or issue which he/she has raised, and as a result thereby unnecessarily or unreasonably protracted, or added to the costs or complexity of, the proceedings, are extremely relevant to the awarding of costs.

77. While the Mother insisted that the Father had failed to make full and frank disclosure, dissipated assets and made multiple allegations that the Father had not complied with the extensive discovery order, I found that this was not the case. I have explained above that I found no evidence to establish a prima facie case that the Father was hiding or dissipating assets and that the Father had done his best to comply with the discovery order.
78. The Father had also alleged that the Mother had failed to provide full and frank disclosure, and that an adverse inference should be drawn against her. The Father also claimed that the Mother's conduct in excluding him from the matrimonial home should be taken into account into granting him an uplift for the matrimonial assets. As explained above, I did not find that the Mother had failed to provide full and frank disclosure such that an adverse inference should be drawn, nor had her conduct been so manifestly serious/extreme that it should be taken into account for division.
79. I had also expressed my concern to parties' solicitors that the Father's compliance affidavits did not offer any explanation of his documents but simply "dumped" voluminous statements in his affidavits without proper explanation or analysis. The Father's written submissions also attempted to introduce some new evidence which was not in affidavit, and portions of the submissions had to be expunged as a result.
80. There was some delay in the proceedings, notably that the first ancillary matters hearing fixed on 20 August 2025 had to be adjourned. This was due to the fact that the Mother's solicitors clarified that there were

several different versions of her third ancillary affidavit and that the wrong one had been filed. The Mother also sought to introduce new evidence with the later version of her proposed third ancillary affidavit despite having filed her application for leave to file her third affidavit two months prior. The Mother was then directed to file a further Summons application to amend her third ancillary affidavit, to rectify the issues.

81. The ancillary hearing proceeded on 7 October 2025. However, a final case conference had to be convened on 4 November 2025 as the Father's solicitors did not have instructions on whether an application had to be filed in the High Court with regard to the determination of the beneficial owner of monies in the Father's joint account with his aunt. The issue of valuation of the Mother's various designer bags and jewellery was also not addressed until the hearing on 7 October 2025, and parties were therefore directed to agree on a joint valuation of the said items. Eventually, the valuation was done in November and parties' affidavits on the said items were filed by end-November 2025.
82. In view of the delay occasioned by both parties in the ancillary proceedings, I considered it fair and reasonable to order that each party is to bear their own costs in the ancillary proceedings.

Tan Shin Yi
District Judge

*Chai Li Li Dorothy & Lai Mun Loon
(M/S DCMO Law Practice LLC) for the Plaintiff;*

*Mohamed Fazal Bin Abdul Hamid &
Muhammad Aadil Bin Dafir
(M/S I.R.B Law LLP) for the Defendant.*
