

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 61

Divorce (Transferred) No 1197 of 2023

Between

XRV

... Plaintiff

And

XRW

... Defendant

GROUND OF DECISION

[Family Law — Matrimonial assets — Division]

TABLE OF CONTENTS

INTRODUCTION.....	1
VALUE OF THE POOL OF MATRIMONIAL ASSETS	3
[PROPERTY A]	4
<i>Valuation of [Property A]</i>	5
(1) Parties' submissions.....	6
(2) Analysis and decision	6
<i>Outstanding Mortgage for [Property A]</i>	7
(1) Parties' submissions.....	7
(2) Analysis and decision	8
<i>Alleged loans from [WF] to the Wife</i>	9
(1) Parties' submissions.....	9
(2) Analysis and decision	13
WIFE'S SCB ACCOUNT -581.....	20
<i>Parties' submissions</i>	20
<i>Analysis and decision</i>	21
HUSBAND'S DBS SRS ACCOUNT	22
<i>Parties' submissions</i>	22
<i>Analysis and decision</i>	23
WIFE'S SCB LIABILITIES	23
<i>Parties' submissions</i>	23
<i>Analysis and decision</i>	24
THE TOTAL POOL OF MATRIMONIAL ASSETS AND LIABILITIES	25
DIVISION OF THE MATRIMONIAL ASSETS	28

DIRECT CONTRIBUTIONS	28
INDIRECT CONTRIBUTIONS	31
<i>Parties' submissions</i>	31
<i>Analysis and decision</i>	37
OVERALL CONTRIBUTIONS	44
MANNER OF DIVISION	44
CONCLUSION	45

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XRV

v

XRW

[2025] SGHCF 61

General Division of the High Court (Family Division) — Divorce
(Transferred) No 1197 of 2023

Teh Hwee Hwee J

27 February, 3 June, 12 August, 25 September 2025

31 October 2025

Teh Hwee Hwee J:

Introduction

1 The parties were married on 18 August 2001.¹ The plaintiff wife (“the Wife”) is 54 years old this year and holds the position of sales director in [Company X].² Before that, she worked as a marketing manager and a product launch manager in the same company.³ The defendant husband (“the Husband”)

¹ Joint Summary filed on 17 February 2025 (“Joint Summary”) at p 2; Wife’s Written Submissions dated 18 February 2025 (“WWS”) at para 4(c); Husband’s Written Submissions dated 18 February 2025 (“HWS”) at para 4(a).

² Joint Summary at pp 2–3.

³ WWS at paras 4(c) and 4(f).

is 57 years old this year and is a business consultant.⁴ The parties have one daughter, [C], who will turn 19 this year.⁵

2 The Wife commenced divorce proceedings on 16 March 2023,⁶ and Interim Judgment (“IJ”) was granted on 27 June 2023,⁷ dissolving the marriage of 21 years and 10 months.

3 The parties were able to reach an agreement in relation to the issues of custody, care and control of, and access to, [C]. Orders were made by consent to grant joint custody of [C] to the parties and shared care and control of [C], with provisions made for access.⁸ The parties also agreed on maintenance for [C],⁹ and that there would be no maintenance for the Wife.¹⁰

4 The Husband initially filed a claim for maintenance as an “incapacitated husband” under s 113 of the Women’s Charter 1961 (2020 Rev Ed) (“Women’s Charter”).¹¹ However, the Husband withdrew this claim on 3 June 2025.¹² Therefore, the sole matter before this court concerned the division of the parties’ matrimonial assets.

⁴ Joint Summary at pp 2–3; HWS at para 4(c).

⁵ Joint Summary at p 5.

⁶ Joint Summary at p 2; WWS at para 4(w); HWS at para 4(g).

⁷ Joint Summary at p 2; WWS at para 4(aa); HWS at para 4(h).

⁸ Plaintiff’s Core Bundle (“PCB”) Vol 1 at pp 13–14; FC/ORC 508/2024 dated 22 September 2023 at paras 1–2.

⁹ PCB Vol 1 at pp 14–15; FC/ORC 508/2024 dated 22 September 2023 at para 3.

¹⁰ PCB Vol 1 at p 15; FC/ORC 508/2024 dated 22 September 2023 at para 4.

¹¹ Joint Summary at pp 39–40.

¹² Minutes of Hearing on 3 June 2025.

5 The main issues that arose for determination concerned the value of the pool of matrimonial assets, the ratio of direct contributions by the parties and the ratio of indirect contributions by the parties.

6 I issued my decision in HCF/DT 1197/2023 with accompanying reasons on 25 September 2025.¹³ I set out below the full grounds of decision.

Value of the pool of matrimonial assets

7 Generally, the operative date for the identification of the pool of matrimonial assets is the date that IJ is granted (*ARY v ARX and another appeal* [2016] 2 SLR 686 at [31]), and the date for the valuation of the matrimonial assets is the date of the ancillary matters (“AM”) hearing (*BPC v BPB and another appeal* [2019] 1 SLR 608 (“*BPC v BPB*”) at [42]–[43], citing *TDT v TDS and another appeal and another matter* [2016] 4 SLR 145 at [50]). The exceptions are balances in bank and Central Provident Fund (“CPF”) accounts, which should be valued as at the date of the IJ, given that the matrimonial assets are the moneys in the accounts and not the bank and CPF accounts themselves (*CVC v CVB* [2023] SGHC(A) 28 at [55]; *BUX v BUY* [2019] SGHCF 4 at [4]). This was not in dispute between the parties.¹⁴ I therefore adopted the IJ date of 27 June 2023 for the purpose of identifying the pool of matrimonial assets, and the first AM hearing date of 27 February 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, which were valued at 27 June 2023 (or a date closest to it for which evidence of the balance in the account concerned is available).

¹³ Decision in HCF/DT 1197/2023 dated 25 September 2025.

¹⁴ WWS at para 7; HWS at paras 50–59.

8 The inclusion of the following assets and liabilities in the pool of matrimonial assets, and their valuation, were disputed:

- (a) The net value of [Property A] purchased by the Wife;
- (b) The Wife’s Standard Chartered Bank (“SCB”) Account -403 (now -581) consisting of investments described as “Structured Notes” (the “Structured Products”);
- (c) The Husband’s Development Bank of Singapore (“DBS”) Supplementary Retirement Scheme (“SRS”) Account; and
- (d) The Wife’s SCB liabilities.

I turn now to consider the disputed assets and liabilities.

[Property A]

9 A significant point of contention between the parties related to [Property A], which was purchased in November 2022.¹⁵ The Wife’s goddaughter, [Y], was the Wife’s nominee for accepting an Option to Purchase for [Property A].¹⁶ After completing the purchase of [Property A], the Wife and [Y] entered into a Deed of Acknowledgment of Trust,¹⁷ which established the following arrangements: [Y] purchased the property in her sole name and shall give 1% of her interest in the property to the Wife.¹⁸ Consequently, [Property A] was registered in the names of the Wife and [Y] as tenants-in-common, with [Y]

¹⁵ WWS at para 4(q).

¹⁶ WWS at para 4(o); PCB Vol 1 at p 20.

¹⁷ WWS at paras 4(t) and 4(u).

¹⁸ PCB Vol 1 at pp 94–96.

holding a 99% share and the Wife holding a 1% share.¹⁹ The Wife's position was that she purchased [Property A], using her moneys, loans from her father ("[WF]") and a mortgage taken out by her.²⁰ The Wife accepted that [Property A] should be considered a matrimonial asset for the purposes of division.²¹ An affidavit from [Y] was filed on 21 March 2025, confirming that [Y] made no financial contributions towards the acquisition or maintenance of [Property A] and that to the best of her knowledge, all payments were made by the Wife. [Y] further stated on affidavit that she did not have any beneficial interest in [Property A], and undertook to accept and comply with any court order(s) made with respect to [Property A].²² Given the Wife's position, as well as [Y]'s undertaking and confirmation that she made no claim to any beneficial interest in [Property A], I included [Property A] in the pool of matrimonial assets for division. I note here for completeness that I had raised the issue of whether the relevant authorities had been approached for an assessment of whether Additional Buyer's Stamp Duty for the purchase of [Property A] had been fully paid and the Wife's counsel confirmed that such an assessment had been done.²³

Valuation of [Property A]

10 The valuation report filed by the Wife stated that [Property A] had a value of \$3m as of 12 March 2025.²⁴ Dissatisfied with this valuation, the

¹⁹ Affidavit of [Y] dated 6 March 2025 at para 3.

²⁰ Wife's 2nd Affidavit for Ancillary Matters dated 7 October 2024 ("WAM2") at para 40.

²¹ WWS at para 19.

²² Affidavit of [Y] dated 6 March 2025 at paras 4–6.

²³ Minutes of Hearing on 25 September 2025 and letter from Wife's counsel dated 26 September 2025.

²⁴ Wife's Reply Affidavit dated 21 March 2025 at p 9.

Husband obtained his own valuation report, which stated that [Property A] had a value of \$3.2m as of 7 April 2025.²⁵

(1) Parties' submissions

11 The Wife noted that in her written submissions filed on 18 February 2025 (before her valuation report was obtained), she had proposed to take the purchase price of \$3.148m as the value of [Property A].²⁶ In light of the valuation reports filed by both the parties, she proposed to take the in between value of \$3.1m.²⁷

12 The Husband did not agree with the Wife's valuation report, noting that the property was purchased in February 2022 for \$3.148m and that since then, property prices had remained stable and, in some cases, had even risen.²⁸ The Husband argued that there was no reason to take the average of the two valuations as submitted by the Wife.²⁹

(2) Analysis and decision

13 I adopted the purchase price of \$3.148m as the value of [Property A]. This value was consistent with the Wife's submissions made before the valuation reports were filed,³⁰ and fell between the valuations in the reports submitted by both parties. There was also no basis to prefer the valuation of

²⁵ Husband's Affidavit dated 10 April 2025 at p 15.

²⁶ Minutes of Hearing on 3 June 2025; WWS at para 19.

²⁷ Minutes of Hearing on 3 June 2025.

²⁸ Husband's Affidavit dated 10 April 2025 at para 7.

²⁹ Minutes of Hearing on 3 June 2025.

³⁰ WWS at para 19.

\$3.2m in the Husband's valuation report to the valuation of \$3m in the Wife's valuation report. Accordingly, [Property A] was valued at \$3.148m.

Outstanding Mortgage for [Property A]

(1) Parties' submissions

14 The Wife submitted that the outstanding mortgage loan amount of \$1,363,561.13 as of June 2023 should be adopted.³¹ She argued that she serviced the mortgage from moneys in her SCB accounts, and as the value of her SCB accounts was taken as of August 2023, it would be unfair to adopt the Husband's approach, which took the date of the outstanding mortgage as of September 2024.³² The Husband's approach would fail to account for the mortgage payments made by the Wife between August 2023 and September 2024. Further, she contended that the Husband's methodology for ascertaining the outstanding mortgage omitted the moneys which go towards the interest component of the mortgage and assumed that the entire instalment payment goes towards reducing the principal.³³ She also relied on the case of *WRZ v WSA* [2023] SGHCF 51 ("*WRZ v WSA*") (at [8]) to argue that it would be fairer in this case to take the outstanding mortgage for [Property A] as at a date closest to the date of the IJ.³⁴

15 The Husband argued that the outstanding mortgage for [Property A] was \$1,228,658.10 as at September 2024.³⁵ This amount was derived by taking the outstanding mortgage of \$1,339,500 as of 7 November 2023 and reducing it by

³¹ Joint Summary at p 17; WWS at para 33.

³² WWS at paras 32, 33 and 35.

³³ WWS at para 34.

³⁴ WWS at para 37.

³⁵ Joint Summary at pp 17–18.

the total monthly payments of \$11,084.19 per month made by the Wife from December 2023 to September 2024.³⁶

(2) Analysis and decision

16 Based on the general position stated at [7] above, the outstanding mortgage would typically be determined as at the date of the AM hearing or the date closest to the AM hearing. It is trite that any decision to depart from this general position should be supported by cogent reasons (*BPC v BPB* at [43]). In my view, there were cogent reasons to do so in this case.

17 Here, the Wife had continued to bear solely the burden of making mortgage repayments for [Property A] after the IJ was granted in June 2023. These post-IJ mortgage repayments, which reduced the outstanding mortgage loan (and thereby increased the net value of [Property A]) between the date of the IJ and the date of the AM, were funded from the moneys in the Wife's SCB accounts as of August 2023 and any interest accruing on those moneys. In a case such as this, where one asset (money) is converted to another (net value of [Property A]) between the date of the IJ and the date of the AM hearing, there are two ways to prevent double-counting and ensure fairness. First, if the outstanding mortgage loan is valued as at or closest to the date of the AM hearing, the balance in the Wife's SCB accounts as of August 2023 may be reduced by the amount of the mortgage payments the Wife made after the IJ was granted. This is to account for the conversion of funds to increased property value. Second, the outstanding mortgage loan may be valued as at the date of the IJ. The latter approach, which had been the approach advanced by the Wife, avoided the need for additional calculations to account for how the post-IJ

³⁶ Joint Summary at pp 17–18. The Husband argues that the total contribution by the Wife towards the mortgage amounts to \$110,841.90 (\$11,084.19 x 10 months).

mortgage repayments affected the value of the moneys in the Wife's SCB accounts, while achieving the same equitable result. I therefore accepted the Wife's valuation of the outstanding mortgage loan for [Property A] as of June 2023, which was proximate to 27 June 2023, the date on which the IJ was granted.

18 I rejected the Husband's approach to calculating the outstanding mortgage loan for [Property A], as that approach would have inflated the value of the pool of matrimonial assets, because it did not fully account for the Wife's post-IJ payments that reduced the outstanding mortgage loan. Those payments converted funds in the Wife's SCB accounts into increased [Property A] value due to the reduced mortgage, and had to be accounted for to prevent double-counting. Both the reduction in the outstanding mortgage loan and the reduction in the Wife's SCB account must be accounted for. The Husband's approach also resulted in an inaccurate calculation of the outstanding mortgage loan as at September 2024. By simply subtracting the total monthly mortgage repayments made by the Wife since November 2023, the Husband failed to account for the fact that part of these mortgage repayments went towards the payment of interest instead of the repayment of principal. Therefore, his calculation of the value of the outstanding mortgage loan as of September 2024 was inaccurate and could not be relied upon.

Alleged loans from [WF] to the Wife

(1) Parties' submissions

19 The Wife claimed that [WF] provided loans totalling \$1,315,381.79 to finance the purchase of [Property A].³⁷ Sometime in late September or early

³⁷ Joint Summary at p 17; WWS at paras 19 and 24(d).

October 2022, the Wife informed [WF] that she was interested in purchasing [Property A] for slightly over \$3.1 million.³⁸ Thereafter, a sequence of transfers ensued between the Wife and [WF]: on 12 October 2022, [WF] transferred 210,000 units of Structured Products to the Wife,³⁹ valued at \$271,230.90 around the time of the transfer on 14 October 2022,⁴⁰ to enable her to increase her credit limit for an overdraft from SCB for making payments towards the purchase of [Property A].⁴¹ On 28 October 2022, [WF] transferred \$180,000 to the Wife's SCB BonusSaver Account -797 to make the down payment for [Property A].⁴² Subsequently, on 2 November 2022, the Option to Purchase was exercised by paying the developer \$440,734.⁴³ Then on 4 and 6 February 2023, the Wife transferred an aggregate of \$167,000 to [WF]'s POSB account to consolidate their funds,⁴⁴ and [WF] then obtained a cashier's order for \$1,302,381.79 from his POSB account to complete the purchase on 6 February 2023.⁴⁵ The Wife submitted, therefore, that the total funds advanced to her by [WF] was \$1,315,381.79 (*ie*, \$180,000 - \$167,000 + \$1,302,381.79), in addition to \$272,072.46 (as at 13 October 2023)⁴⁶ in the form of Structured Products.

³⁸ WWS at paras 4(n); Affidavit of [WF] dated 7 October 2024 ("[WF]'s Affidavit") at para 6.

³⁹ WWS at para 13; PCB Vol 2 at pp 6–7.

⁴⁰ Wife's Affidavit dated 13 May 2024 at p 156.

⁴¹ WWS at para 14.

⁴² Wife's Affidavit dated 13 May 2024 at para 5(e) and p 166.

⁴³ WWS at paras 4(q) and 16(b)(ii).

⁴⁴ WWS at para 24(b).

⁴⁵ WWS at para 24(c); PCB Vol 1 at pp 92–93.

⁴⁶ Wife's Affidavit of Assets and Means dated 7 November 2023 ("WAM1") at p 127.

20 The Wife contended that the documentary evidence showed the fund transfers stated above at [19],⁴⁷ although [WF]’s POSB Statements did not capture the transfer of \$167,000. In this regard, she explained that [WF]’s consolidated statements only reflected closing balances.⁴⁸ In response to the Husband’s argument that [WF]’s bank statements showed that [WF] had less than \$253,227.84 at all times,⁴⁹ the Wife maintained that [WF] had an account (or accounts) with SCB and had sworn on affidavit that he loaned the moneys to her.⁵⁰ She pointed out that the Husband had sought [WF]’s POSB Statements from January 2020 to March 2023, but eventually did not proceed with his request as he was unwilling to pay the bank charges and [WF]’s legal fees. He also could have made a discovery/interrogatories application against [WF] but chose not to do so.⁵¹ The Wife asserted that there was nothing to support the Husband’s contention that she “channelled her own monies” to [WF].⁵² She maintained that without [WF]’s financial assistance, she could not have afforded [Property A].⁵³ The moneys which [WF] transferred to her were therefore loans that she had to pay back and should be considered a liability in so far as [Property A] is concerned.⁵⁴

21 The Husband characterised the alleged loans as a fabrication designed to artificially reduce the Wife’s wealth and undermine his claim to the

⁴⁷ WWS at para 26(d).

⁴⁸ WWS at para 26(e).

⁴⁹ WWS at para 25.

⁵⁰ WWS at paras 26(a) and 26(c).

⁵¹ WWS at para 27.

⁵² WWS at para 28.

⁵³ WWS at para 28.

⁵⁴ WWS at para 29.

matrimonial assets. He submitted that it was more likely that the Wife “had sent [WF] the monies to make it look like it was a loan from [WF] to her”.⁵⁵

22 The Husband highlighted inconsistencies between the Wife’s first and second affidavits regarding the loan amounts, and discrepancies between the Wife’s and [WF]’s evidence.⁵⁶ He pointed to [WF]’s POSB bank statements, which showed that [WF] never held sums approaching \$300,000, and contained no record of any “transaction for the sum of \$1,302,387.79” [sic] (the value of the cashier’s order was \$1,302,381.79, including bank charges of \$5).⁵⁷ This, according to the Husband, raised the question of whether funds were transferred to and from another account that the Wife and [WF] failed to disclose.⁵⁸ To further bolster his case, he highlighted that there were no loan documents or written agreements between the Wife and [WF] regarding the loans and their repayments, and there was also no evidence of any repayment to date.⁵⁹ The Husband therefore contended that the Wife could have transferred her own money to [WF] to create the appearance of a loan arrangement.⁶⁰ In addition, he sought the drawing of an adverse inference against both the Wife and [WF] for failing to provide [WF]’s detailed February 2023 POSB statement.⁶¹

⁵⁵ HWS at paras 35 and 36.

⁵⁶ HWS at para 35.

⁵⁷ HWS at para 36(ii).

⁵⁸ HWS at para 36(ii).

⁵⁹ HWS at para 36(iv).

⁶⁰ HWS at para 36.

⁶¹ HWS at para 38.

(2) Analysis and decision

23 The fundamental disagreement centred on whether the Wife orchestrated transactions to create false evidence of indebtedness, in that the purported loans from [WF] were in truth her own funds. I first considered whether the Wife received a net sum of \$1,315,381.79 from [WF] that was used to purchase [Property A] as she claimed or whether the funds received from [WF] originated from the Wife as the Husband claimed, before proceeding to evaluate whether there was an obligation on the Wife's part to repay the sum of \$1,315,381.79 to [WF].

24 As observed by the court in *UJF v UJG* [2019] 3 SLR 178 at [55], “[t]he evidential burden lies on the party asserting a proposition, or refuting other evidence brought into play. In the absence of such evidence, the contrary position stands”. Having reviewed the evidence, I found that the Wife had proven that she received a net sum of \$1,315,381.79 from [WF] and that the funds were applied towards the purchase of [Property A]. This was clearly recorded in the Wife's bank statements documenting various bank transfers between her and [WF], and [WF]'s cashier's order for \$1,302,381.79 and the related transaction advice.

25 Conversely, there was a lack of evidence to support the Husband's allegation that the moneys advanced by [WF] did not, in truth, originate from [WF] but were the Wife's own moneys sourced from the liquidation of her shares and routed through [WF]'s account to return to her in the form of purported loans. First, the Husband did not point to any evidence or records showing that any liquidation of the Wife's shares or other investments was undertaken for the purpose he claimed. Second, there was no documentary trail of funds passing from the Wife to [WF] other than the transfers the Wife made

to [WF]’s POSB account on 4 and 6 February 2023 in the sum of \$167,000 to consolidate funds for payment to complete the purchase of [Property A] (see [19] above). Third, there was no evidence to suggest the existence of any undisclosed account (or accounts) held by the Wife that could have been used to channel the Wife’s own funds back to her. The Husband’s theory would require a complex scheme involving undisclosed accounts and transactions. Yet, besides his bare assertion, he had not produced any evidence, whether direct or circumstantial, to support this theory or to refute the Wife’s evidence. Without such evidence to rebut the evidence supporting the contrary position taken by the Wife, his claim could not be sustained.

26 While I accepted that there were discrepancies between the Wife’s first and second affidavits of assets and means regarding the loan amounts, and discrepancies between the Wife’s and [WF]’s evidence, these were insufficient to prove that the sum of \$1,315,381.79 was in fact the Wife’s own money that was channelled back to her by [WF]. It was not inconceivable that mistakes were made in presenting the figures. Indeed, counsel for the Wife explained that there were errors in the Wife’s first affidavit of assets and means due to some confusion arising from the various transfers and the consolidation of funds.⁶² Crucially, based on the evidence before the court, I found that it could not be disputed that a total of \$1,315,381.79 was transferred by [WF] to the Wife.

27 In my view, the Husband’s claim that [WF] did not have the means to make the substantial loan could not be established by the fact that [WF]’s POSB account “never had any sums even close to \$300,000 in his bank accounts”.⁶³ On the evidence, [WF] had other sources of funds, as demonstrated by the

⁶² Minutes of Hearing on 3 June 2025.

⁶³ HWS at para 36(ii).

documented transfer of 210,000 units of Structured Products from his SCB account to the Wife, valued at \$271,230.90 around the time of the transfer.⁶⁴ [WF] had also given evidence that he had an account with SCB.⁶⁵ I therefore accepted the Wife's case that [WF] had other sources of funds besides those in his POSB account.

28 The fact that [WF]'s POSB bank statements that were in evidence did not reflect a \$1,302,381.79 transaction for the purchase of the cashier's order also did not assist the Husband's case, given that those statements were consolidated statements.⁶⁶ It was also apparent on the face of the transaction advice for the cashier's order made in favour of the developer for [Property A] that the cashier's order was settled through a transfer of funds from [WF]'s POSB account number ending -550.⁶⁷

29 Related to this, I declined to draw any adverse inference against the Wife on account of the Husband's complaint that the Wife and [WF] did not provide [WF]'s detailed February 2023 POSB statement.⁶⁸

30 As explained in *BPC v BPB* at [60], citing *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [62], the court is entitled to draw an adverse inference against a party who fails to comply with his duty of full and frank disclosure of the matrimonial assets. An adverse inference may be drawn where:

⁶⁴ Wife's Affidavit dated 13 May 2024 at p 156.

⁶⁵ [WF]'s Affidavit at para 17.

⁶⁶ WWS at paras 26(b) and 26(e).

⁶⁷ PCB Vol 1 at pp 92–93; POSB account number ending -550 belongs to WF. See, for example, Plaintiff's Bundle of Affidavits ("PBA") Vol 7 at p 494; Husband's 2nd Affidavit for Ancillary Matters dated 4 October 2024 ("HAM2") at p 922.

⁶⁸ HWS at para 38.

- (a) there is a substratum of evidence that establishes a *prima facie* case 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.

31 In my judgment, there was no basis for the Husband's complaint. The Husband chose not to proceed with the discovery of those documents when [WF] was ready to make them available. Further, there was no substratum of evidence that established a *prima facie* case of concealment against the Wife or [WF]. The chronology demonstrated this clearly.

32 On 21 March 2024, the Husband's former solicitors requested documents and information from [WF], specifically seeking POSB bank statements from January 2020 to March 2023 and interrogatories regarding fund transfers from the Wife to [WF] during this timeframe.⁶⁹ The Wife's counsel (who also represented [WF]) responded on 28 May 2024, outlining associated costs for the bank statements and legal fees. This, according to the Wife's counsel, was after the Husband's former counsel had informed the court at a case conference that the Husband would pay [WF]'s costs on an indemnity basis.⁷⁰ Subsequently, on 27 June 2024, the Wife's counsel provided the extracted POSB bank statements for the requested period containing account summaries and clarified that detailed transaction records would require separate purchase.⁷¹ The Husband's former counsel replied on 6 July 2024, stating that

⁶⁹ Wife's Further Written Submissions dated 12 August 2025 ("WFWS") at para 19; PBA Vol 4 at pp 98–99; WAM2 at pp 853–854.

⁷⁰ WFWS at para 20; PBA Vol 4 at pp 101–102; WAM2 at pp 856–857.

⁷¹ WFWS at para 20; PBA Vol 4 at p 104; WAM2 at pp 859.

the Husband would determine whether to purchase the additional statements after receiving [WF]’s responses to the interrogatories.⁷² [WF] did not respond to the interrogatories due to the Husband’s refusal to pay [WF]’s legal costs.⁷³ Thereafter, the Husband took no further steps to obtain [WF]’s bank statements or pursue any application for discovery or interrogatories. Given that the Husband ultimately chose not to proceed when [WF] was ready to disclose the requested bank statements, there was no cause for the Husband to complain.

33 It was only after the ancillary matters had been heard and further submissions filed on 12 August 2025 that the Husband, by letter dated 18 August 2025, requested the court to “direct the production of [WF’s] bank statements for the relevant period of the Alleged Loan”, asserting that “the production of this evidence [would] enable the Court to make a more informed and just determination” of the issue.⁷⁴ I declined to make any such direction at such a late stage, even though the Wife’s counsel indicated by way of a letter dated 19 August 2025 that the Wife left the matter to the court and would comply with the court’s directions.⁷⁵ It would be unfair to grant such an order given that the Husband’s own conduct and choices led to the absence of these documents. In any event, while the crux of the Husband’s case was that the funds from [WF] originated from the Wife, there was no evidence of any funds being transferred from the Wife to [WF] save for those on 4 and 6 February 2023 outlined at [19] above, and the Husband did not clearly explain how his belated request for production would close this gap in his evidence. Pertinently, if these documents were truly material to his case, he still offered no explanation

⁷² WFWS at para 21; PBA Vol 4 at p 103; WAM2 at pp 858.

⁷³ WAM2 at p 860.

⁷⁴ Letter from Husband’s counsel dated 18 August 2025 at paras 2 and 3.

⁷⁵ Letter from Wife’s counsel dated 19 August 2025 at para 5.

why he chose not to pursue production of these documents when [WF] had previously indicated readiness to provide them upon payment of costs incurred in their production.

34 To summarise, the Wife’s case was that she received a net sum of \$1,315,381.79 from [WF], and that the funds were used to purchase [Property A]. The evidence supported this. The Husband claimed, however, that [WF] did not have the means to extend such a substantial loan to the Wife and that the funds actually originated from the Wife. The burden was on him to prove these assertions, but he had not adduced any evidence to substantiate his claims. His arguments that [WF] chose not to produce detailed bank statements “[d]espite being fully aware of the Husband’s challenge / concerns over [WF’s] ability to afford the substantial loan to the Wife” because [WF] “[knew] full well that this would reveal the truth about the source of monies”,⁷⁶ and that [WF] failed to show that he had the means to provide such a loan,⁷⁷ were misconceived because there was no burden on [WF] to disprove the Husband’s allegations. The Husband could not shift his burden of proving his allegations by making unsubstantiated claims about [WF]’s motives for not producing additional documentation, particularly when the Husband himself chose not to proceed with discovery when [WF] was ready to co-operate. Further, given [WF]’s willingness to co-operate in producing his bank statements, I was of the view that the circumstances did not suggest that [WF] or the Wife had deliberately “sought to conceal or deplete assets which should be included in the matrimonial pool” (*WRX v WRY and another matter* [2024] 1 SLR 851 at [38], citing *BOR v BOS* [2018] SGCA 78 at [75]).

⁷⁶ Husband’s Further Written Submissions dated 12 August 2025 (“HFWS”) at para 9(c).

⁷⁷ HFWS at para 9(d).

35 The Husband was correct to point out that there was a lack of documentation that [WF] loaned the funds to the Wife. However, I accepted the evidence of the Wife and [WF] that [WF] expected the funds he transferred to the Wife to be returned to him. In the context of a parent-child relationship, it was not surprising that they did not keep written records detailing their arrangements as they would for a commercial agreement made at arm's length (see, for example, *Tay Amy v Ho Toh Ying* [2021] SGHC 25 at [14] and [15]). Here, there was evidence from [WF] that the funds were advanced to the Wife with the expectation of repayment.⁷⁸ I found no reason to disbelieve [WF], given that he was a retiree⁷⁹ and the funds likely constituted his nest egg for retirement. The absence of written documentation was understandable given the father-daughter relationship, bearing in mind, in particular, that the loans were requested under the difficult circumstances of an impending divorce.⁸⁰ I therefore found that this lack of documentation did not detract from the fact that the Wife was obliged to return the funds to [WF].

36 Accordingly, I was satisfied that [WF] loaned the Wife a sum of \$1,315,381.79 to acquire [Property A], and as this sum was in fact used to acquire [Property A], this sum was a liability incurred by the Wife to acquire a matrimonial asset and should be deducted from the value of the matrimonial assets in the Wife's name (including but not limited to [Property A]) before those assets were available for division.

⁷⁸ [WF]'s Affidavit at paras 21–25.

⁷⁹ [WF]'s Affidavit at para 3.

⁸⁰ [WF]'s Affidavit at paras 5 and 6.

Wife's SCB Account -581

37 The Husband submitted that the Structured Products valued at \$265,629.99 as at 14 August 2023 in the Wife's SCB Account -403 (now -581) should be added to the pool of matrimonial assets, while the Wife argued that a nil value should be assigned to this item.⁸¹

Parties' submissions

38 The Wife argued that the evidence showed that [WF] transferred 210,000 units of the Structured Products to her, to enable her to obtain an overdraft facility from SCB for the down payment for [Property A].⁸² She pointed to her SCB statements from September 2022 to November 2022, which revealed an increase in her credit limit from about \$200,000 to \$1.9m.⁸³ The Wife also referred to [WF]'s affidavit, where he confirmed that he transferred the Structured Products to the Wife and expected her to transfer the Structured Products back to him.⁸⁴ In the alternative, the Wife argued that the Structured Products were a gift or may be subject to a resulting trust.⁸⁵

39 The Husband relied on the same arguments set out above at [21]–[22], and contended that the Wife's evidence and [WF]'s evidence did not tally and that the Wife changed her evidence to align with [WF]. He argued that the claim that [WF] had loaned her money for [Property A] was false,⁸⁶ pointing to [WF]'s

⁸¹ Joint Summary at p 16, S/n xxix, SCB Account -403.

⁸² WWS at paras 13–14; PCB Vol 2 at pp 6–7.

⁸³ WWS at para 14.

⁸⁴ WWS at para 14(d); [WF]'s Affidavit at paras 9 and 16.

⁸⁵ WWS at para 17.

⁸⁶ HWS at para 35.

limited financial means, as evident from his POSB account, and the absence of loan documents or written agreements between the Wife and [WF].⁸⁷

Analysis and decision

40 For the same reasons set out above regarding the monetary loans, I found that the Structured Products also had to be returned to [WF]. The documentary evidence supported this conclusion. The Wife had adduced bank statements evidencing [WF]’s transfer of the Structured Products to her on 12 October 2022,⁸⁸ and a corresponding increase in her credit limit in November 2022,⁸⁹ which accorded with her explanation that the Structured Products were transferred to her to enable her to obtain an overdraft facility from SCB. This temporal correlation between the transfer of the Structured Products and the increase in credit limit provided objective corroboration of the Wife’s account of the purpose of the transfer. Given the parent-child relationship and the circumstances surrounding the transfer, this was consistent with the pattern of financial assistance provided by [WF] to aid the Wife in preparing for the impending divorce. The transfer of the Structured Products served a specific purpose — to enhance the Wife’s borrowing capacity — which supported the loan characterisation and the obligation of the Wife to return the Structured Products to [WF]. As with the monetary advances, I accepted the Wife’s case that [WF] expected the Structured Products to be returned to him. Alternatively, there was a resulting trust over the Structured Products in [WF]’s favour, given that the Wife provided no consideration to [WF] for the Structured Products, and [WF] did not intend to give the Structured Products to the Wife.

⁸⁷ HWS at para 36.

⁸⁸ Wife’s Affidavit dated 13 May 2024 at p 156.

⁸⁹ Wife’s Affidavit dated 13 May 2024 at pp 151 and 163.

Accordingly, I excluded the value of the Structured Products in determining the amount of the assets held in the Wife's name.

Husband's DBS SRS account

41 The assets under the Husband's DBS SRS account comprised:⁹⁰

- (a) a cash balance; and
- (b) other components listed as:
 - (i) ESR-LOGOS REIT;
 - (ii) OCBC BK; and
 - (iii) UOB KAY HIAN PTE LTD.

Parties' submissions

42 The Wife submitted that the assets in the Husband's DBS SRS account should be valued at \$181,138.37. She argued that the cash balance in the account should be valued as at 30 June 2023, the date closest to the IJ. The other components of the account, which appeared to be investments, should be valued as at 31 January 2024, the date closest to the AM hearing. The Wife argued that as the market value of the investments had changed, the value closest to the date of the AM hearing should be adopted.⁹¹

43 The Husband submitted that all the components in his DBS SRS account should be valued as of 30 June 2023, at a total sum of \$175,864.38.⁹² While the

⁹⁰ Defendant's Core Bundle ("DCB") at pp 38–41; PCB Vol 1 at pp 28–33.

⁹¹ WWS at paras 10–12.

⁹² HWS at para 29, S/N 7.

Husband did not state his reason for this position, this date corresponded closely with the date on which IJ was granted, being 27 June 2023.

Analysis and decision

44 I accepted the Wife’s valuation of the Husband’s DBS SRS account. As mentioned above at [7], generally, the date for the valuation of matrimonial assets is the date of the AM hearing or a date closest to the AM hearing, save for balances in bank and CPF accounts, which should be valued as at the date of the IJ. Applying this approach, aside from the cash balances in the account, which should be valued at a date closest to the IJ, the remaining components of the Husband’s DBS SRS account should be valued at a date closest to the AM hearing. From the Husband’s bank statements, the components “ESR-LOGOS REIT” and “OCBC BK” were described as “Equities/Loan/Stock/Bonds”, while the component “UOB KAY HIAN PTE LTD” was described as “Fund Management”.⁹³ These descriptions indicated that they were investments rather than cash holdings, which should be valued as at the date of the AM hearing or a date closest to it.

Wife’s SCB Liabilities

Parties’ submissions

45 The Wife submitted that the overall negative balances in five of her SCB accounts ending in -509, -517, -525, -541 and -533 (collectively, “SCB Liabilities”), which amounted to \$1,948,001.95 as at 14 August 2023, should be considered as matrimonial liabilities.⁹⁴ She argued that these liabilities were incurred to, *inter alia*, purchase various Prudential Lifetime Insurance Policies

⁹³ DCB at p 39; PCB Vol 1 at p 29.

⁹⁴ WWS at para 38; WAM1 at pp 9–10 and p 140.

(the “Prudential Policies”) for [C] which had been fully paid up.⁹⁵ The premiums paid by the Wife amounted to \$2.3m, and the policies had a total surrender value of \$2,069,921.96 as at 30 September 2023.⁹⁶ This appeared to be a miscalculation, and the aggregate should have instead been \$2,069,210.96. The Wife cited the case of *WXW v WXX* [2024] SGHCF 24 (“*WXW (HC)*”), where the court similarly included two bank loans as matrimonial liabilities.⁹⁷ The Wife further argued that as she incurred the SCB Liabilities to acquire the Prudential Policies, and as the surrender value of these policies were in the pool of matrimonial assets, the SCB Liabilities should also be factored into the valuation of the pool of matrimonial assets.⁹⁸

46 In response, the Husband argued that there should be no set off as the liabilities were not incurred for the family. He contended that it was clear from the letter from SCB dated 8 July 2024 that this was a credit facility extended to the Wife for investment in various currencies.⁹⁹

Analysis and decision

47 I accepted the Wife’s submissions that the SCB Liabilities should be regarded as matrimonial liabilities. Since I took the surrender value of the policies as at September 2023, I also took the value of the SCB Liabilities as of the same date, which totaled \$1,943,563.20.¹⁰⁰ That was less than the \$2.3m in premiums paid by the Wife for the Prudential Policies between September 2019

⁹⁵ WWS at paras 39 and 40.

⁹⁶ WWS at para 39; PCB Vol 1 at pp 40–43.

⁹⁷ WWS at para 43.

⁹⁸ WWS at para 47.

⁹⁹ HWS at para 40; HAM2 at p 959.

¹⁰⁰ WAM1 at p 131.

and June 2021.¹⁰¹ In my judgment, it was more likely than not that the Wife took out a loan and incurred these liabilities in order to pay the premiums in full. The Husband himself also noted that the Wife secured a significant loan from SCB of around \$3m in or around 2020.¹⁰² In my view, the Husband could not, on one hand, argue for the value of the Prudential Policies to be added into the pool of matrimonial assets, and, on the other hand, seek to exclude the SCB Liabilities incurred to acquire the Prudential Policies from the pool of matrimonial liabilities.

The total pool of matrimonial assets and liabilities

48 Having dealt with the disputed items, a summary of the pool of matrimonial assets, including the assets with undisputed valuations, was as follows:¹⁰³

S/N	Description of Asset	Court's Valuation (S\$)
Assets in Parties' Joint Names		
1	Matrimonial Home (85.5% ¹⁰⁴)	\$2,597,543.79
Subtotal of Assets in Parties' Joint Names		\$2,597,543.79
Assets in the Husband's Name		
2	Shares	\$475.00
3	Citibank MaxiSave Account - 001	\$12,953.79

¹⁰¹ WWS at para 39.

¹⁰² Husband's Affidavit of Assets and Means dated 31 October 2023 at para 22.11.

¹⁰³ Joint Summary at pp 8–24.

¹⁰⁴ HWS at para 21; Through a by consent order of court in HC/OA 327/2023, the Husband's mother owns 14.5% of the matrimonial home.

4	Citibank Step-Up Interest Account -028	\$6,000.93
5	Citibank MaxiGain Account - 375	\$13,527.92
6	GXS Savings Account -516	\$5,046.87
7	POSB Passbook Savings Account -590	\$5,076.23
8	Trust Bank Account -848	\$13,734.01
9	CPF Ordinary Account	\$2,251.04
10	CPF Medisave Account	\$34,972.93
11	CPF Special Account	\$2,865.53
12	CPF Retirement Account	\$71,376.00
13	Prudential Prulink Account	\$4,095.11
14	DBS SRS Account	\$181,138.37
Subtotal Assets in the Husband's Name		\$353,513.73
Assets in the Wife's Name		
15	Prudential Policy No. -686	\$44,064.24
16	Prudential Policy No. -233	\$820,000.00
17	Prudential Policy No. -211	\$246,000.00
18	Prudential Policy No. -541	\$328,000.00
19	Prudential Policy No. -144	\$675,210.96
20	Prudential Policy No. -102	\$27,978.54
21	[Company X] Shares	\$57.01

22	SCB Account -568	\$5,985.99
23	SCB Account -576	\$60,002.82
24	SCB Account -020	\$2,000.13
25	SCB Account -039	\$0.06
26	SCB BonusSaver Account -797	\$26,686.97
27	SCB Account -105	\$172.10
28	SCB Account -403 (now -581) (Structured Products)	Excluded
29	[Property A]	\$3,148,000
30	Outstanding mortgage for [Property A]	-\$1,363,561.13
31	Loan from [WF]	-\$1,315,381.79
32	Car	\$42,500.00
33	UOB I Account -301	\$1,832.35
34	UOB UNIPLUS Account -189	\$30.08
35	CPF Ordinary Account	\$68,996.75
36	CPF Special Account	\$297,194.81
37	CPF Medisave Account	\$67,753.82
38	SCB Account -509	-\$391,667.06
39	SCB Account -517	-\$598,740.16
40	SCB Account -525	-\$338,752.13
41	SCB Account -541	-\$614,440.56
42	SCB Account -533	\$36.71

Subtotal Assets in the Wife's Name	\$1,239,960.51
Total value of the pool of matrimonial assets	\$4,191,018.03

Division of the matrimonial assets

49 Having identified and valued the pool of matrimonial assets, I next determined the proportion in which it was to be divided.

50 The parties were in agreement that this was a dual-income marriage, and that the structured approach set out in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) at [22] should apply.¹⁰⁵

Direct contributions

51 Both parties did not dispute that they had made sole contributions to the assets listed in their respective names.¹⁰⁶ The parties, however, disputed the ratio of their direct contributions towards the matrimonial home.

52 The parties disagreed on: (a) the CPF moneys contributed by the Wife to the matrimonial home; (b) the cash payments made towards the acquisition of the matrimonial home by both parties; and (c) the parties’ respective contributions to the initial renovation of the matrimonial home.

53 In relation to the CPF moneys contributed by the Wife, having reviewed the Wife’s CPF’s statements, I agreed with the Wife that the CPF moneys she contributed to the matrimonial home amounted to \$473,425.63.¹⁰⁷ For

¹⁰⁵ WWS at paras 83–84; HWS at paras 45–46.

¹⁰⁶ Joint Summary at pp 25–33; WWS at paras 52–53.

¹⁰⁷ WAM1 at p 53; WWS at para 51.

completeness, I noted that parties did not dispute that the Husband contributed \$211,288.79 in CPF moneys to the matrimonial home.¹⁰⁸

54 In relation to the cash payments, the Husband's position was that both parties paid \$29,433.33¹⁰⁹ towards the down payment. The Husband also contended that he paid an additional \$30,422 towards the mortgage.¹¹⁰ The Wife's position was that both parties paid \$44,150.¹¹¹

55 I accepted the Husband's position that the parties each had paid \$29,433.33 towards the down payment of the matrimonial home, contributing equally to the initial 10% for the down payment of the matrimonial home. I accepted his explanation, given that he had adequately set out how this sum was derived and, consistent with the Wife's submissions, had attributed the same sum to both parties. However, I was unable to accept the Husband's submission that he contributed an additional \$30,422 towards the mortgage. This was a bare assertion that was not supported by evidence. He had also not explained how the sum of \$30,422 was derived. Similarly, I could not accept the Wife's submission that each party had contributed \$44,150 in cash towards the down payment of the matrimonial home, as the Wife provided no explanation for how she arrived at this figure.¹¹² Accordingly, I attributed \$29,433.33 to each party as their respective cash contributions to the acquisition of the matrimonial home.

¹⁰⁸ Joint Summary at p 25.

¹⁰⁹ HWS at para 80. Comprising the initial 1% payment of \$2,943.33 and the balance 9% payment of \$26,490.

¹¹⁰ HWS at para 80; HAM2 at para 206.

¹¹¹ WWS at para 51.

¹¹² WWS at para 51; Joint Summary at p 25.

56 With respect to initial renovation to the matrimonial home, the Husband's position was that he contributed \$71,500 while the Wife contributed \$38,500.¹¹³ In support of his position, the Husband adduced an Excel spreadsheet setting out the various expenses which he said he paid for.¹¹⁴ The Wife submitted that the spreadsheet should be disregarded as there was no supporting evidence for the Husband's calculations.¹¹⁵ Instead, the Wife attributed \$22,500 as each party's contribution to the initial renovation.¹¹⁶

57 I was unable to rely on the Excel spreadsheet adduced by the Husband. While the Excel spreadsheet purported to record sums paid towards renovation, it suffered from significant deficiencies. First, it was not supported by any quotations, invoices, receipts, photographs or other records. Second, there was nothing to show who paid for each item. The Wife's position was equally unsupported by evidence. In the absence of credible evidence, no attribution of contributions to the initial renovation could be made as there was no basis to credit either party with any specific sum. This approach was fortified by the fact that the parties agreed that they paid their expenses from a joint OCBC account during this period,¹¹⁷ making it likely that the renovation costs would have been funded from this joint account. Notwithstanding the absence of attribution, any value added by the renovation would be reflected in the current price of the property, which formed part of the pool of matrimonial assets for division.

¹¹³ HAM2 at para 206; Joint Summary at p 26.

¹¹⁴ HAM2 at pp 998–1001.

¹¹⁵ WWS at para 61.

¹¹⁶ WWS at para 51.

¹¹⁷ WWS at para 58(b); HWS at para 64.

58 Accordingly, the breakdown of the parties' respective contributions to the matrimonial home was as follows:

S/N	Description	H's Contributions (S\$)	W's Contributions (S\$)
1	CPF Moneys	\$211,288.79	\$473,425.63
2	Cash Payments	\$29,433.33	\$29,433.33
Total		\$240,722.12	\$502,858.96

59 The parties' direct contributions were as follows:

S/N	Description	H's Contributions (S\$)	W's Contributions (S\$)
1	Joint Assets	\$240,722.12	\$502,858.96
2	Assets in Husband's sole name	\$353,513.73	\$0
3	Assets in Wife's sole name	\$0	\$1,239,960.51
Total		\$594,235.85	\$1,742,819.47
Percentage of direct contributions		25.43%	74.57%

Indirect contributions

Parties' submissions

60 The Wife argued for overall indirect contributions of 75:25 in her favour,¹¹⁸ dividing the marriage into two periods with different contribution ratios: the first, pertaining to the first eight years of the marriage, at 60:40 in her favour;¹¹⁹ and the second, pertaining to the subsequent years of the marriage, at 80:20 in her favour.¹²⁰

¹¹⁸ WWS at para 80.

¹¹⁹ WWS at para 62.

¹²⁰ WWS at para 79.

61 First, the Wife set out the following key events that occurred during the first eight years of the marriage (*ie*, 2001 to 2009):¹²¹

(a) The parties purchased the matrimonial home and both parties were employed.

(b) They maintained a joint OCBC account into which they deposited moneys to pay the mortgage, the renovation loan and other outgoings. The Husband, however, ceased contributing to this account in 2009, and all subsequent deposits were made solely by the Wife.

(c) When [C] was conceived in early 2006, the Husband resigned from his employment with [Company Y] and took on other positions. The Wife also reorganised her position within [Company X] such that she did not have to travel for work.

(d) When [C] was born, the Wife went on maternity leave for four months, and breastfed [C] for a year.

(e) In March 2009, the Husband was involved in an accident. He commenced legal proceedings in 2010. The matter was concluded in November 2012 and the Husband's claim for loss of earning capacity was dismissed. The Husband was involved in a second accident in November 2019 and commenced legal proceedings in November 2022, which according to the Wife were at the assessment of damages stage at the time she filed her written submissions.¹²²

¹²¹ WWS at para 58.

¹²² WWS at para 4(k).

62 The Wife argued that during the first eight years of the marriage, the indirect financial contributions of the parties were approximately equal, with the Husband contributing just 2% more.¹²³ Given that she breastfed [C] for a year and made adjustments to her employment, the Wife submitted that the indirect contributions during this period should be assessed at 60:40 in her favour.¹²⁴

63 Second, regarding the subsequent years of the marriage (*ie*, from 2009 onwards), the Wife argued that despite the Husband's gainful employment between 2010 and 2015, she remained the family's sole breadwinner.¹²⁵ She claimed that she bore the majority of the household expenses, including [C]'s significant expenses.¹²⁶ Meanwhile, the Husband was able to spend on himself and even travel frequently to destinations such as Hungary, the United Kingdom, Italy, India, Norway, Japan, Hong Kong and China.¹²⁷

64 In respect of indirect non-financial contributions, the Wife contended that she maintained a full-time job while looking after the household. She pointed to several examples which demonstrated that she was heavily involved in [C]'s care, including managing [C]'s tuition and extracurricular activities.¹²⁸ She also primarily managed the domestic helpers employed by the family, while the Husband caused them to want to leave their employment.¹²⁹ The Wife did

¹²³ WWS at para 60.

¹²⁴ WWS at para 62.

¹²⁵ WWS at para 63.

¹²⁶ WWS at paras 65 and 67.

¹²⁷ WWS at para 65.

¹²⁸ WWS at para 71.

¹²⁹ WWS at para 70.

not deny travelling for work, but she maintained that such travel was not as frequent as the Husband claimed.¹³⁰

65 While the Wife conceded the Husband was not an absent father, she disputed the Husband's claim that he was [C]'s primary caregiver.¹³¹ She cited as an example that around the time [C] was taking her PSLE, the Husband was travelling.¹³² The Wife also made reference to an incident that occurred while she was overseas. According to the Wife, she had requested the Husband to pick [C] up after drama class, but the Husband instructed [C] to take a bus home. Instead of calling the Husband for assistance, [C] called her for help even though she was overseas. The Wife argued that [C]'s reaction demonstrated that she had a stronger attachment to the Wife.¹³³ The Wife also produced a series of photographs to show the Husband's idle lifestyle and lack of contribution to the care of [C] and the household.¹³⁴ Based on these factors, the Wife submitted that the indirect contributions during this period should be assessed as 80:20 in her favour.¹³⁵

66 In response, the Husband argued that the overall indirect contributions should be assessed at 70:30 in his favour.¹³⁶ In relation to his indirect financial contributions, he contended that whilst he was working full time, he contributed a higher percentage to the parties' OCBC Joint Account and paid for most of

¹³⁰ WWS at para 72.

¹³¹ WWS at para 76.

¹³² Minutes of Hearing on 3 June 2025.

¹³³ WWS at para 73.

¹³⁴ WAM2 at paras 103–104.

¹³⁵ WWS at para 79.

¹³⁶ HWS at para 84.

the family expenses.¹³⁷ Due to his medical issues, he was unemployed from 2005 to 2018 and had to rely on his savings to cover both family and personal expenses. Despite undergoing more than 20 surgeries while battling multiple health conditions, the Husband asserted that he had continued seeking work, and was offered a job by his friend in February 2018 but lost that job at the end of 2022 due to his worsening medical condition.¹³⁸ He further contended that he had contributed to improving the matrimonial home,¹³⁹ paid household expenses on numerous occasions,¹⁴⁰ handled household repairs and maintenance¹⁴¹ and contributed to a few family trips and functions. He had also taken [C] for holidays at his own expense.¹⁴²

67 In relation to his indirect non-financial contributions, the Husband contended that he was [C]’s primary caregiver and was physically present for [C] while the Wife was occupied with, or travelling for, work.¹⁴³ He claimed that he drove [C] to school in the morning, communicated with her teachers, brought her to all her scheduled classes and appointments, and was solely responsible for discussing and planning [C]’s academic journey and motivating her to reach her goals.¹⁴⁴ He further pointed out that he obtained a Attention Deficit Hyperactivity Disorder (“ADHD”) diagnosis for [C], helped her learn how to study with her condition, and was emotionally and physically available

¹³⁷ HWS at para 64.

¹³⁸ HWS at para 65.

¹³⁹ HWS at para 67.

¹⁴⁰ HWS at para 68.

¹⁴¹ HWS at para 69.

¹⁴² HWS at paras 70–71.

¹⁴³ HWS at paras 72(b) and 72(d).

¹⁴⁴ HWS at paras 72(b)–72(c).

for [C] whenever she needed someone to turn to.¹⁴⁵ The Husband also argued that the Wife’s consent to shared care and control demonstrated that he shared a close bond with [C].¹⁴⁶ He highlighted that throughout much of the marriage, and even after the Wife had moved out of the matrimonial home, [C] continued to live with him.¹⁴⁷

68 The Husband pointed to the Wife travelling during [C]’s PSLE,¹⁴⁸ and further argued that the Wife’s absence and methods of teaching [C] (*ie*, testing [C]’s spelling over the phone) were not as helpful as his physical presence to guide and nurture [C].¹⁴⁹ According to the Husband, the Wife travelled frequently.¹⁵⁰ He contended that by pointing out that she had to call [C] and test her spelling over the phone, the Wife “clearly [conceded] that she would have to travel often for business due to her work”.¹⁵¹ Concerning the incident raised by the Wife at [65] above, the Husband explained that he was teaching [C] how to use public transport, which explained why [C] called the Wife instead of him.¹⁵²

69 The Husband also argued that the Wife delegated the majority of her duties to him and the domestic helper over the years of their marriage, which undermined her indirect non-financial contributions.¹⁵³ Based on these factors,

¹⁴⁵ HWS at paras 72(e)–72(g).

¹⁴⁶ HWS at para 74.

¹⁴⁷ HWS at para 74.

¹⁴⁸ HWS at para 75.

¹⁴⁹ HWS at para 72(d).

¹⁵⁰ HAM1 at para 22.4

¹⁵¹ HAM2 at para 220.

¹⁵² Minutes of Hearing on 3 June 2025; PBA Vol 6 at p 284; HAM2 at para 223.

¹⁵³ HWS at para 77.

he submitted that the ratio for the parties' indirect contributions should be 70:30 in his favour.¹⁵⁴

Analysis and decision

70 In ascertaining a ratio in respect of the parties' indirect contributions, the court applies the broad-brush approach, and apportions the indirect contributions based on its impression and judgment of the relevant facts in each case. The values to attribute to each spouse in relation to indirect contributions would be "a matter of assessment for the court and in that regard broad strokes would have to be the order of the day" (*ANJ v ANK* at [24]).

71 In terms of the parties' indirect financial contributions, the evidence showed a clear shift in the parties' financial responsibilities over the course of the marriage. I found that in the initial years, both parties contributed to the OCBC Joint Account for mortgage and household expenses, with both parties acknowledging that the Husband's contribution was higher.¹⁵⁵ In this regard, I accepted the Wife's submission that the Husband's contributions were only marginally higher than the Wife during this period, given that the Husband himself stated that he was unemployed from 2005.¹⁵⁶

72 The Wife and the Husband provided different timeframes for the period of the Husband's unemployment, but the material point remained that the Husband's ability to make indirect financial contributions were diminished due to his difficulty in finding work. The Husband ceased contributing to the OCBC Joint Account in or around 2009. There was evidence of the Wife paying for

¹⁵⁴ HWS at para 84.

¹⁵⁵ WWS at para 60; HWS at para 64.

¹⁵⁶ HWS at para 65.

[C]’s tuition,¹⁵⁷ telephone bills,¹⁵⁸ braces,¹⁵⁹ and piano and speech and drama lessons.¹⁶⁰ Indeed, the Husband admitted that the Wife bore the cost of various expenses incurred by [C].¹⁶¹ While I accepted that the Husband contributed to expenses on some occasions, which the Wife acknowledged,¹⁶² these contributions were necessarily limited given the Husband’s own case that he was unemployed from 2005 to 2018, and any contributions had to come from his savings.¹⁶³ This was particularly so given that the Husband underwent over 20 surgeries and minor surgical procedures which, according to the Husband, “significantly impacted [his] capacity to work and maintain a steady income”.¹⁶⁴ Accordingly, I found that the Wife made majority of the indirect financial contributions to the family for a large part of the marriage.

73 In terms of the parties’ indirect non-financial contributions, I accepted that both parties contributed to caring for [C] and managing the household, but I found that the Wife contributed more substantially. The evidence showed the Wife communicating with [C]’s tutors, scheduling classes, obtaining feedback, and managing [C]’s co-curricular activities.¹⁶⁵ The Husband did not have any evidence to show similar contributions. As for the Wife’s testing of [C]’s spelling over the phone, rather than demonstrating inadequate or ineffective involvement as the Husband suggested, it reflected her commitment to

¹⁵⁷ PCB Vol 2 at pp 86 and 108–116.

¹⁵⁸ PCB Vol 2 at pp 87–90.

¹⁵⁹ PCB Vol 2 at pp 92–94.

¹⁶⁰ PCB Vol 2 at pp 145–148.

¹⁶¹ HAM2 at para 226.

¹⁶² WAM1 at paras 21(h) and 21(k).

¹⁶³ HWS at para 65.

¹⁶⁴ HAM2 at para 197.

¹⁶⁵ PCB Vol 2 at pp 108–144.

remaining involved in [C]’s life despite her work demands. The Husband also admitted that the Wife would send [C] for activities during the weekends when she was in Singapore,¹⁶⁶ and “[does] not deny that the [Wife] and [C] are close”.¹⁶⁷ On one of those weekends when the Wife was overseas and when the Husband was requested to send [C] for her drama class, he decided to have [C] take public transport, explaining this as an opportunity to teach her independence.¹⁶⁸ It was unclear what instructions he gave [C] and what contingency plans were in place. However, [C] reached out to the Wife for assistance even though the Wife was overseas, which, in my view, reflected the high level of involvement of the Wife in [C]’s care.

74 I accepted that the Husband contributed to the family despite his medical condition and health challenges, but his claims regarding the *extent* of his contributions lacked any substantive evidentiary foundation. The Husband clearly cared for [C], as evidenced by his role in obtaining [C]’s ADHD diagnosis, contributing to her learning needs, and taking her on holidays at his own expense. I also noted that [C] stayed with the Husband when the Wife moved out of the matrimonial home in December 2022, and continued to reside with him.¹⁶⁹ However, I could not accept his submission that he was [C]’s primary caregiver or that he was “solely responsible for discussing and planning [C]’s academic journey”.¹⁷⁰ These assertions were contradicted by evidence of the Wife’s significant contributions in caring for [C]. The Husband did not provide evidence to substantiate his claims, including his claims that he drove

¹⁶⁶ HAM2 at para 226.

¹⁶⁷ HAM2 at para 227.

¹⁶⁸ HAM2 at para 223.

¹⁶⁹ HAM2 at para 217.

¹⁷⁰ HWS at paras 72(b)–72(c).

[C] to school in the morning, communicated with her teachers, and brought her to all her scheduled classes and appointments. The Husband's unemployment and availability or physical presence could not, without more, establish his claimed level of parental engagement or contributions to [C]'s care and development. The Husband's counsel was unable to point to any evidence, such as photographs, emails, messages, appointments or other records to substantiate these claims.¹⁷¹ Further, the evidence adduced by the Wife showed that the Husband travelled to quite a number of destinations. In this regard, I accepted the Wife's submission that the Husband made no mention of what arrangements he made for the care of [C] when he travelled.¹⁷² In contrast, the Wife's unchallenged position was that when she travelled, she would be in constant communication with the domestic helper to ensure that there were no issues.¹⁷³ This provided another view of the level of the parties' involvement in caring for [C].

75 At the hearing, the Husband's counsel placed emphasis on the fact that the primary residence of [C] was with the Husband,¹⁷⁴ but that fact alone did not necessarily establish that the Husband was the primary caregiver *throughout* the marriage, or validate the Husband's claimed level of involvement or care for [C]. Further, I accepted the Wife's explanation as to why [C] remained with the Husband after she left the matrimonial home. She explained that when she moved out of the matrimonial home, she went to live with her parents, who had "barely any room to accommodate [the Wife], let alone [C]". Additionally, [C]

¹⁷¹ Minutes of Hearing on 3 June 2025.

¹⁷² WWS at para 78(a).

¹⁷³ WAM2 at para 82.

¹⁷⁴ Minutes of Hearing on 3 June 2025.

was already 16 years old at that time and independent.¹⁷⁵ In any case, I was of the view that such an arrangement maintained some stability for [C] during this period.

76 Regarding household management, I found that both parties were involved, with the assistance of domestic helpers. There was also evidence that the Wife contributed to hiring and managing the domestic helpers,¹⁷⁶ while contemporaneous communication records from 2016, years before the Wife filed for divorce, suggested that the Husband had issues with the family's domestic helpers and even the Wife's confinement nanny, which created challenges in maintaining stable domestic assistance.¹⁷⁷ Given the Wife's own evidence, which suggested that the Husband was actively engaged with the domestic helpers, I accepted that the Husband must have been involved in the management of the household to some degree. I accepted his evidence that he did "[manage] the domestic helper and [guide] her through the household chores",¹⁷⁸ although I also noted that his management approach might sometimes have led to difficulties with the domestic staff.

77 The parties cited authorities in support of their positions on the indirect contribution ratio. The determination of indirect contributions is, however, a fact-sensitive exercise, and the application of precedent cases is necessarily limited due to the particular dynamics and circumstances of each family. That said, since both parties had made submissions based on these authorities, I considered them with these observations in mind. The Wife relied on *WRZ v*

¹⁷⁵ WAM2 at para 114.

¹⁷⁶ WAM1 at paras 21(bb)–21(ee); WAM2 at para 82.

¹⁷⁷ PCB Vol 2 at pp 197–198.

¹⁷⁸ HWS at para 72(h).

WSA, in which the court ascribed a 75:25 ratio for indirect contributions in favour of the wife in that case.¹⁷⁹ I was unable to agree with the Wife that the Husband here was entitled only to 25% in respect of the parties' indirect contributions. The circumstances in that case differed from the present one. In *WRZ v WSA*, the husband contributed less and even relied on his wife for some of his expenses, including his overseas holidays (at [19] and [22]), which the court took into account in assigning to the wife the percentage of indirect contributions at 75%.

78 The parties also referenced *WXW v WXX* [2025] SGHC(A) 2 (“*WXW (AD)*”), where the Appellate Division of the High Court found that the marriage was a dual-income marriage (at [28]) and assigned a ratio of 60:40 in favour of the husband in respect of the parties' indirect contributions (at [32]). The Appellate Division of the High Court explained that the husband was accorded a higher percentage for indirect contributions as “he was a ‘present’ father who was generally at home for more hours on working days for about two-thirds of the marriage and could be flexible in being physically available for the children’s needs when the Wife was at work” (at [34]). That case and the present one both involved fathers who were generally at home more. The Husband relied on that case to argue that he was entitled to more than the 60% awarded to the husband there,¹⁸⁰ whilst the Wife highlighted that the indirect contributions of the husband there (as set out in *WXW (HC)* at [28]) involved a level of parental involvement that was “very different”.¹⁸¹ In my view, beyond mere physical presence at home and availability, the facts in that case presented a father who was more involved and actively “present” in the children’s daily

¹⁷⁹ Minutes of Hearing on 3 June 2025.

¹⁸⁰ HWS at para 84.

¹⁸¹ WWS at paras 81–82.

lives, with evidence of regular and sustained care and engagement. There was evidence that he spent time with the children “going to the playground most days after school and going for frequent walks, and reassuring them when they were troubled” (*WXW (HC)* at [43]). The husband spoke to the Head of Department and Principal when he found out about the anxiety that one of his children was experiencing due to a school teacher who had been caning students and took action when another child had been bruised by that child’s school bus driver (*WXW (HC)* at [44]).

79 The husband in that case also demonstrated his care and affection for the children through his presence and small gestures in their family routines. There was evidence of regular acts of care, such as walking a child to the gate and waiting for the child to leave before returning to the house, as well as cooking meals for the children late at night (*WXW (HC)* at [44] and [45]). There was, in contrast, no evidence of daily or regular activities shared between the Husband and [C], or evidence to demonstrate similar levels of involvement, sustained engagement or nurturing support. For example, apart from his role in helping to obtain [C]’s ADHD diagnosis, the evidence of his presence or involvement in [C]’s care and academic journey consisted largely of his own assertions. In my view, the lack of evidence supporting the Husband’s claimed level of involvement and care distinguished this case from *WXW (AD)*.

80 Ultimately, each case must turn on its own facts. Considering all the circumstances of this case, I found that an indirect contribution ratio of 60:40 in favour of the Wife was fair. In my judgment, this ratio was supported by evidence and fairly reflected the Wife’s significant indirect financial contributions for the majority of the marriage, and her more substantial non-financial contributions in childcare and household management whilst maintaining full-time employment, balanced against the Husband’s genuine but

more limited contributions due to his medical conditions and challenges in maintaining a steady income.

Overall contributions

81 The parties here did not submit that different weightages should be given to direct and indirect contributions. Having determined the parties' respective direct and indirect contributions, and attributing equal weight to direct and indirect contributions, the overall ratio for division was as follows:

	Husband	Wife
Direct Contributions	25.43%	74.57%
Indirect Contributions	40%	60%
Final ratio	32.715%	67.285%
Share of matrimonial assets	\$1,371,091.55	\$2,819,926.48

Manner of division

82 I turn next to consider how the division of the pool of matrimonial assets should be effected. The Wife sought for the matrimonial home to be sold in the open market within six months from the final judgment, and the net proceeds of

sale after redemption to be divided between the parties.¹⁸² The Husband sought to retain the matrimonial home, or in the alternative, to have the first right to purchase the Wife's share of the property.¹⁸³

83 I granted the Husband the first right to acquire the Wife's share in the matrimonial home, in relation to which the parties had agreed upon a valuation of \$2,597,543.79 for their 85.5% share of the matrimonial home.¹⁸⁴ This right was to be exercised within three months of this judgment. As parties were allowed to retain the assets in their sole names, the Wife's share of the matrimonial home, being the only joint asset, was valued at \$1,579,965.97 (being \$2,819,926.48 - \$1,239,960.51). The Husband's share of the matrimonial home was valued at \$1,017,577.82 (being \$1,371,091.55 - \$353,513.73). Therefore, the Wife's share would be 52% (being $\$1,579,965.97 / \$2,597,543.79 * 85.5\%$), while the Husband's share would be 33.5% (being $\$1,017,577.82 / \$2,597,543.79 * 85.5\%$).

Conclusion

84 In light of the findings above, I ordered as follows:

(a) The pool of matrimonial assets shall be divided 67.285% in favour of the Wife and 32.715% for the Husband.

(b) The parties are each to retain the assets held in their own names. The value of such assets to be retained by the Husband is \$353,513.73 and the value of such assets to be retained by the Wife is \$1,239,960.51.

¹⁸² WWS at para 87. This includes payment to the Husband's mother for her 14.5% share of the matrimonial home.

¹⁸³ HWS at paras 86; Minutes of Hearing on 3 June 2025.

¹⁸⁴ Joint Summary at pp 8–10.

(c) The Husband's mother holds 14.5% share in the matrimonial home, with the remaining portion being held by the parties as follows:

- (i) 52% to the Wife;
- (ii) 33.5% to the Husband.

(d) In the event that the Husband exercises his first right to acquire the Wife's share in the matrimonial home, the Wife's rights, title and interest in the matrimonial home shall be transferred (other than by way of sale) to the Husband upon the Husband paying her 52% share of the matrimonial home (valued at \$1,579,965.97). The Husband shall bear the costs and expenses of the transfer, and the Wife shall make the required CPF refunds to her CPF account.

(e) In the event that the Husband does not acquire the Wife's share of the matrimonial home, and all parties with an interest in the matrimonial home consent to its sale, the matrimonial home shall be sold on the open market on terms to be agreed for the sale. The proceeds of sale from the parties' shares in the matrimonial home shall be apportioned such that the total value each party receives reflects the final division ratio of 32.715 : 67.285 in favour of the Wife for the division of the pool of matrimonial assets.

(f) These orders are made subject to the Central Provident Fund Act 1953 (2020 Rev Ed) and the subsidiary legislation made thereunder.

(g) The Registrar of the Family Justice Courts is empowered under s 31 of the Family Justice Act 2014 (2020 Rev Ed) to execute, sign, or endorse all necessary documents relating to matters contained in this

order on behalf of a party should that party fail to do so within seven days after a written request is made to that party to do so.

(h) There shall be liberty to apply for consequential orders that may be required to effect the division of the matrimonial assets.

85 Finally, given the nature of these proceedings, I ordered the parties to each bear their own costs.

Teh Hwee Hwee
Judge of the High Court

Alain Abraham Johns and Emira Binte Abdul Razakjr (Alain A Johns
Partnership) for the plaintiff;
Danker Geralyn Germaine, Lim Ying Ying and Swatthi d/o Mohan
(Titanium Law Chambers LLC) for the defendant.
