

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 58

Divorce (Transferred) No 5187 of 2023

Between

XST

... Plaintiff

And

XSU

... Defendant

JUDGMENT

[Family Law — Matrimonial assets — Division]

[Family Law — Maintenance — Spouse]

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

XST

v

XSU

[2025] SGHCF 58

General Division of the High Court (Family Division) — Divorce
(Transferred) No 5187 of 2023
Choo Han Teck J
15, 22 September 2025

8 October 2025

Judgment reserved.

Choo Han Teck J:

1 The parties married on 23 December 2003. The plaintiff (the “Husband”), aged 49, is a director in a bank, with a monthly pay of S\$88,828.08 (including bonuses). The defendant (the “Wife”), aged 54, is a housewife. Interim judgment (“IJ”) was granted on 28 December 2023.

2 The parties have two children, a daughter and son, aged 20 and 18, respectively. They have no dispute regarding custody, care and control, and access to them. By agreement, they will have joint custody of both children, with care and control to the Wife, and the Husband will arrange directly with the two children regarding his access with them. The issues left to be determined

at this ancillary matters (“AM”) hearing are the division of assets, child maintenance and spousal maintenance.

Division of assets

3 The parties agree that the date to ascertain the pool of assets are at the IJ date, and the date to determine the value is at the AM hearing. The exception to the valuation is balances in banks and Central Provident Fund (“CPF”) accounts, which are to be valued as at the IJ date. They agree on the exchange rate to be applied for the Indonesian Rupiah (IDR) and Euros (EUR), to be IDR10,000:S\$0.86 and EUR1:S\$1.46. They disagree on the United States Dollar (US\$) exchange rate. The Husband claims that it should be US\$1:S\$1.345 and the Wife claims that it should be US\$1:S\$1.316. Aligning with the valuation of the asset, the exchange rate should be the one closer to the AM hearing. Thus, the exchange rate relied upon by the Husband as at 28 January 2025, is preferred over the Wife’s rate as at 12 August 2024. The US Dollar exchange rate of US\$1:S\$1.35 will be used.

S/N	Asset	Husband’s case	Wife’s case	Court’s decision
Joint assets				
1	Property A (the “Matrimonial Home”)	S\$2,900,000.00	S\$2,900,000.00	S\$2,900,000.00
2	SCB Cheque	S\$399.19	S\$399.19	S\$399.19
Joint Liability				
3	SCB Housing Loan No. ending with 9116	S\$1,002,099.24	S\$1,002,099.24	S\$1,002,099.24

4	SCB Housing Loan No. ending with 0263	S\$153,080.23	S\$0.00	S\$153,080.23
5	Standard Chartered MortgageOne No. ending with 7496	S\$233,578.62	S\$0.00	S\$233,578.62
Subtotal (joint assets only)				S\$1,511,641.10

4 For S/N 1, the parties bought their Matrimonial Home for S\$1,750,000.00 in June 2011. They now agree that the present valuation of the Matrimonial Home is S\$2,900,000.00.

5 For S/N 4 and 5, the Husband asserts that a secondary mortgage taken in September 2013 and June 2022, respectively, on the Matrimonial Home is a matrimonial liability. The Wife says that the loans were unnecessary. For S/N 4, the Wife's case is that it was taken in April 2022. However, she states in her own affidavit that the loan drawdown date was in September 2013. There is nothing adduced by the Wife to indicate that she did not consent to the loan during the course of the marriage for almost 10 years. Therefore, S/N 4 is valued at S\$153,080.23. For S/N 5, the Wife's case is this loan was unnecessary. However, she adduces no evidence to suggest that she objected to it, or that it was not used for the benefit of the family. On the evidence, the Husband has been the one managing the family's finances throughout the marriage, with no objections from the Wife. The Wife has not shown cogent reasons to suggest that these liabilities were not accrued in respect of the family expenses. Accordingly, I find S/N 4 and 5 to be matrimonial liabilities.

6 Lastly, S/N 2 and 3 are undisputed. I accept these undisputed items.

S/N	Asset	Husband's case	Wife's case	Court's decision
Husband's assets				
6	SCB Bonus Saver Account No. ending with 0853	S\$224.29	S\$224.29	S\$224.29
7	SCB FCY\$AVER Account No. ending with 3003	€35.78	€35.78	€35.78 (S\$52.24)
8	SCB MortgageOne Current Account No. ending with 6937	S\$0.00	S\$0.00	S\$0.00
9	SCB SuperSalary Account No. ending with 6014	S\$5,752.78	S\$5,752.78	S\$5,752.78
10	SCB SuperSalary Account No. ending with 1333	S\$1,872.63	S\$1,872.63	S\$1,872.63
11	SCB USD High Account No. ending with 3038	US\$46.70	US\$46.70	US\$46.70 (S\$63.05)
12	Share of Indonesia Property	S\$379,389.71	US\$1,629,477.19	S\$2,199,794.21
13	HSBC Current Account No. ending with 001	S\$821.93	S\$821.93	S\$821.93
14	BNP Paribas Account No. ending with 9180	€2,692.53	€2,692.53	€2,692.53 (S\$3,931.09)

15	PermataBebas Account No. ending with 8366	IDR7,233,705.00	IDR7,233,705.00	IDR7,233,705.00 (S\$622.09)
16	PermataBebas SGD Account No. ending with 8366	S\$204.59	S\$204.59	S\$204.59
17	PermataBebas USD Account No. ending with 8366	US\$94.03	US\$94.03	US\$94.03 (S\$126.94)
18	GREAT SupremeHealth P Plus No. ending with 6371	S\$0.00	S\$0.00	S\$0.00
19	GREAT SupremeHealth P Plus No. ending with 6363	S\$0.00	S\$0.00	S\$0.00
20	GREAT SupremeHealth P Plus No. ending with 6355	S\$0.00	S\$0.00	S\$0.00
21	GREAT SupremeHealth P Plus No. ending with 6347	S\$0.00	S\$0.00	S\$0.00
22	GREAT TotalCare Platinum No. ending with 9492	S\$0.00	S\$0.00	S\$0.00
23	GREAT TotalCare Platinum No. ending with 9484	S\$0.00	S\$0.00	S\$0.00

24	GREAT TotalCare Platinum No. ending with 9476	S\$0.00	S\$0.00	S\$0.00
25	GREAT TotalCare Platinum No. ending with 9468	S\$0.00	S\$0.00	S\$0.00
26	Deutsche Bank AG Equity Vesting Plan (EVP) Account No. ending with 4173	€261.07	S\$164,695.04	S\$274,025.25
27	Motor Vehicle	S\$0	S\$39,271.67	S\$39,271.67
28	Bonus for FY23/24	S\$0.00	S\$250,894.53	S\$250,894.53
29	CPF Ordinary Account	S\$89,331.45	S\$89,331.45	S\$89,331.45
30	CPF Special Account	S\$30,842.11	S\$30,842.11	S\$30,842.11
31	CPF Medisave Account	S\$29,732.45	S\$29,732.45	S\$29,732.45
Husband's Liabilities				
32	Citi Premiermiles Card No. ending with 8211	S\$2,119.66	S\$0.00	S\$0.00
33	Citi Prestige Card No. ending with 1052	S\$3,721.52	S\$0.00	S\$0.00

34	Standard Chartered Credit Card Instalment Loan No. ending with 2725	S\$95,344.16	S\$0.00	S\$95,344.16
35	Standard Chartered Credit Card Instalment Loan No. ending with 5143	S\$0.00	S\$0.00	S\$0.00
Subtotal (Husband's assets only)				S\$2,832,219.14

7 For S/N 12, the parties disagree on the valuation of the Husband's share in the Indonesia property. The Indonesia property is held by a property management company, of which, the Husband is one of three equal shareholders. The Husband's valuation of S\$379,389.71 is the value equivalent to his share of the underlying land and not including the villa that was built on it. His case is that, because the Building Construction Permit (SLF) was not issued for the property, the property is effectively only a plot of land. The Wife's valuation of US\$1,629,477.19 is the value of the land including the villa. Her case is that, notwithstanding the lack of the Building Construction Permit (SLF), what stands on the plot of land is a "6-bedroom villa with a swimming pool, etc.". She supports her valuation of the property with evidence that the Indonesia property is being listed for rental at approximately S\$2,165.50 per night. I accept the Wife's valuation. The Husband cannot on one hand argue that the property cannot be sold, then on the other hand, let it out for profit. It would be illusory to ignore the commercial reality that the property is receiving rental proceeds, regardless of the lack of permit. Further, the lack of urgency to obtain a permit is apparent. The Husband has not adduced any proof that he had attempted to obtain the Building Construction Permit (SLF). He says that their

consultant doubts that the Building Construction Permit (SLF) would be issued because of the surveyor's report of numerous construction defects. However, the fact is that there has been no evidence of steps taken to rectify these issues, and he is still benefitting from the villa which sits on the land. Therefore, I am unable to accept his valuation. Taking the Wife's valuation, S/N 12 would be valued at US\$1,629,477.19, or S\$2,199,794.21.

8 For S/N 26, the parties disagree as to the value of the account. The Wife's case is that the sum of S\$164,695.04 paid to the Husband on March 2024 should be included in the pool of matrimonial assets. She says that the sums were already vested in the Husband's account on 1 March 2023, and thus, should be included. However, the Husband says that S\$169,695.04 was only awarded to him after the IJ date. The Husband has stated on affidavit that as of 30 December 2023, "all vestable equity had already been vested". However, I am unable to accept both parties' position. According to the statement of accounts produced by the Husband himself, the "Available Value" (meaning, available for him to withdraw) in the account is €187,688.53. Under the "Available Value" it shows the total assets, divided into cash, amounting to €4,701.08, and 14,800.02 shares in the Deutsche Bak AG. The shares are to be valued at the AM date. The closest evidence we have of the price of the Deutsche Bank shares is €12.364 per share as at 30 December 2023. Accordingly, total value of cash and shares in this account is €187,688.53 (or S\$274,025.25).

9 For S/N 27, the parties disagree that the proceeds from its sale after the IJ date should be added to the pool of matrimonial assets. The Husband says that the proceeds have already been expended to pay for the mortgage and family's expenses and no longer exists. The Wife says that the Husband unilaterally decided to sell the vehicle. The value of the motor vehicle should

be included into the pool of matrimonial assets. Matrimonial assets are determined at the date of the IJ, whereas, the value of the assets is determined at the date of the AM. Since the motor vehicle was only sold on 7 August 2024, after the IJ, it is part of the matrimonial assets, but its value will be taken to be S\$39,271,67 being the date closest to the AM.

10 For S/N 28, the Wife says that the bonuses that was given to the Husband for the financial year of 2023 and 2024 (“FY 23/24”) in March 2024, should be pro-rated with the proceeds added to the matrimonial pool. The Husband does not advance a position. The Wife’s position is accepted. In *XPG v XPH* [2025] SGHCF 45 at [17], it was accepted that bonuses should be pro-rated for work done for the year leading up to the IJ date. Similarly, here, the IJ date was in December 2023, during FY 23/24. The bonus of S\$334,526.04 issued for FY 23/24 was on March 2024, and should thus be pro-rated to account for the work done before until the IJ date. Thus, the value of S/N 24 is S\$250,894.53.

11 For S/N 32–35, the parties disagree on the liabilities of the Husband. The joint summary is unhelpful in ascertaining these items. At the hearing, counsel for the Husband accepted that the Husband would rely on joint summary filed by the Wife. However, that joint summary has not set out the Husband’s liabilities. Yet, in her written submissions, counsel makes detailed submissions on the Husband’s liabilities. Counsel for the Wife also addressed the allege liabilities in her submissions. Therefore, notwithstanding the omissions in the joint summary, I will address the alleged liabilities.

12 For S/N 32 and 33, the Husband claims that these credit card liabilities should be considered a matrimonial liability. He adduces statements of 15 and 14 June 2024, for S/N 32 and 33, respectively. The statements were for expenses of the preceding month (*ie*, May 2024). They are not matrimonial liability.

Matrimonial assets are determined at the date of the IJ, and so too, its liabilities. These liabilities were incurred almost half a year after the IJ, and are accordingly, excluded. Therefore, S/N 32 and 33 are not matrimonial liabilities.

13 For S/N 34, the Husband asserts that the credit card instalment loan should be considered a matrimonial liability. This loan was taken out sometime in June 2021, for a total of S\$200,000. He says that the remaining S\$95,344.16, outstanding as of 30 May 2024, should be a matrimonial liability. The Wife rejects this position. She says that this loan was unnecessary. I accept the Husband's position. This debt was incurred during the course of the marriage, and the funds were applied to pay off the bills for the upkeep of the family. The Wife is unable to show that the Husband had been applying the funds for his personal use and not the benefit of the family. Accordingly, I accept the Husband's valuation of S\$95,344.16.

14 Lastly, S/N 6–11, 13–25, 29–31, and 35 are undisputed. The court accepts these undisputed items.

S/N	Asset	Husband's case	Wife's case	Court's decision
Wife's assets				
36	DBS Savings Account No. ending with 9242	S\$7,625.92	S\$7,625.92	S\$7,625.92
37	POSB Savings Account No. ending with 7700	S\$30,000.26	S\$0.00	S\$15,000.13
38	CPF Ordinary Account	S\$436.02	S\$436.02	S\$436.02
39	CPF Special Account	S\$23,222.37	S\$23,222.37	S\$23,222.37

40	CPF Medisave Account	S\$23,889.85	S\$23,889.85	S\$23,889.85
41	Rolex Watch	S\$15,000.00	S\$0.00	S\$0.00
Subtotal (Wife's assets only)				S\$70,174.29

15 For S/N 37, the Wife identified this bank account in her affidavit of assets and means. However, she also stated that this was a joint bank account that she shared with her son. After this was disclosed, the Husband asserted that the S\$30,000.26 should be considered as a matrimonial asset. However, that position is not tenable. A joint asset with third party interest (in this case, the son), cannot be treated as entirely the Wife's asset. Although in her affidavit, it was stated that the account was created to receive payments of damages on behalf of the son, Counsel for the Wife has also adduced no evidence as to the respective holdings in the account. In such situations, half of the money in the account will be returned to the pool of matrimonial assets, with the other half deemed as belonging to the other joint account holder: see *VRJ v ERK* [2024] SGHCF 29 at [9]. Thus, S/N 37 is valued at S\$15,000.13.

16 For S/N 41, the Husband asserts that the Rolex watch should be considered a matrimonial asset. The Wife says that the watch was a gift and should not be regarded a matrimonial asset to be divided and shared. It would be obvious to anyone that spouses are unlikely to give Rolex watches to each other after their marriage has fallen apart. When a man gives his wife a watch in happier times of the marriage, it is surely given for love. I think a husband who earns S\$88,828.08 a month should, if only to merit a measure of civility, forgo his claim for part of a watch given to his wife in such a time. But in the event that he does not, I record my finding that this watch, which he now covets, is not a matrimonial asset.

17 Lastly, S/N 36 and 38–40 are undisputed. I accept these undisputed items.

18 Accordingly, the overall value of matrimonial assets are as follows:

Subtotal for assets under Husband's name	Subtotal for assets under Wife's name	Subtotal for joint assets
S\$2,832,219.14	S\$70,174.29	S\$1,511,641.10
Total: S\$4,414,034.53		

19 This was a single income marriage. Here, the marriage of 20 years. The Husband's case is that this is considered a "moderately lengthy marriage" and a 65:35 division ratio in his favour should be used. His counsel cites *BOR v BOS* [2018] SGCA 78 ("*BOR v BOS*") at [113] for the proposition that in "moderately lengthy marriages" the homemaker is awarded about 35% to 40% of the assets. However, counsel for the Husband overlooked the rest of that same paragraph, where the court goes on to state:

113 ... It would appear from the examples discussed that what was meant by "moderately lengthy" was a period in the range of around 15–18 years. ...

20 As such, I award 40% as appropriate for a 20-year marriage is exceeding the range explored in *BOR v BOS*. Here, there is no doubt that the Wife was a dedicated stay home mother and wife. She took care of the family affairs and was present. There is no special factor that merits a higher percentage. Also, seeing as the topic of divorce was raised approximately three years before the divorce by the Wife, and the relationship between the parties have seemingly soured from that time at least, I am of the view that 40% of the assets is fair.

21 The Wife also alleges that adverse inference should be drawn. She says so because, with the Husband's high income, it is unlikely that the highest

balance in a bank account is only S\$5,752.78. However, she does not adduce any evidence to suggest that the Husband has alternative bank accounts or is concealing his actual assets. The court in *WSY v WSX* [2024] SGHCF 21 at [69] remarked that:

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

22 Here, due to the lack of a substratum of evidence, the Wife's case is a bare assertion. Therefore, no adverse inference can be drawn.

23 The parties, together with their solicitors, are to agree on the appropriate consequential orders to give effect to the division ratio of 60% (Husband): 40% (Wife).

Child maintenance

24 For child maintenance, I first consider the proportion in which the parties should be responsible. As the court in *XIK v XIL* [2025] SGHCF 16 ("*XIK*") at [97] observed:

97 ... This shared duty to maintain or contribute to the maintenance of the children does not necessarily translate to an equal mathematical division of financial responsibilities. The financial obligations of parents may vary depending on their respective means and capabilities (*UHA v UHB* and another appeal [2020] 3 SLR 666 at [36]). In assessing a parent's financial capacity, the court adopts a holistic approach. As stipulated in s 69(4)(b) of the Women's Charter, consideration extends beyond income to include earning capacities, property and other financial resources. The court would also consider significant liabilities and financial commitments, as well as the assets that would be received by the parties after the division of their matrimonial assets (*WBU v WBT* at [38]). This ensures a fair and comprehensive assessment of each parent's ability to contribute to their children's maintenance.

25 Thus, the financial capabilities of the Husband clearly outweigh that of the Wife. He is a director of a group in a bank, and draws an average monthly income of S\$88,288.08. This is in stark contrast to the Wife who is and has been a housemaker for the past 20 years, drawing no income. Prior to the marriage, the Wife was an air stewardess. During the marriage, she had attended a nail care course in 2006, a one-year beauty technician course in 2010, French language studies from 2011 to 2015 and a one-year nutrition course in 2022, but she never held any employment in those fields. Although those courses may provide a viable source of income, there is no evidence to suggest that her earning capacity would even come close to the Husband's. Even if we take into account the liabilities of the Husband, which he claims is S\$46,000 a month, the balance outweighs the earning capacity of the Wife. There is a significant disparity. Thus, I order the Husband to bear 100% of the children's expenses.

26 Turning to the quantum of child maintenance, there are two distinct groups of expenses claimed. First, for monthly expenses. Second, for education expenses. For monthly expenses, the Wife is seeking for S\$5,000.00 per child for as long as the children are with the Defendant. The Husband is saying that he should only pay a monthly sum of S\$2,150.00 per child for a period of 12 months from the date of the AM order. Thereafter, he will pay a monthly sum of S\$1,720 per child, as he believes the Wife should start contributing after 12 months.

27 According to the parties, the monthly expenses for each child are as follows:

S/N	Expense	Wife's case	Husband's case
Daughter's expenses			
1	Food	S\$1,200.00	S\$800.00

2	Transport	S\$300.00	Covered under Household Expenses
3	Pocket Money/Allowance	S\$1,000.00	N/A
4	Mobile Charges	S\$200.00	Covered under Household Expenses
5	Personal Upkeep	S\$300.00	S\$200.00
6	Clothing/Shoes/Accessories	S\$400.00	S\$150.00
7	Medical/Dental	S\$300.00	Reimbursement Basis
8	Entertainment/Recreation	S\$300.00	Covered under Personal Upkeep
9	Overseas Travel/Accommodation	S\$1,800.00	N/A
10	1/3 Share of Household Expenses	S\$3,700.77	S\$1,000.00
Subtotal (Daughter's expenses)		S\$9,500.77	S\$2,150.00
Son's expenses			
1	Food	S\$1,200.00	S\$800.00
2	Transport	S\$800.00	Covered under Household Expenses
3	Pocket Money/Allowance	S\$1,000.00	N/A
4	Mobile Charges	S\$160.00	Covered under Household Expenses
5	Personal Upkeep	S\$300.00	S\$200.00

6	Clothing/Shoes/ Accessories	S\$400.00	S\$150.00
7	Medical/Dental	S\$300.00	Reimbursement Basis
8	Entertainment/ Recreation	S\$200.00	Covered under Personal Upkeep
9	Overseas Travel/ Accommodation	S\$1,800.00	N/A
10	1/3 Share of Household Expenses	S\$3,700.77	S\$1,000.00
Subtotal (Son's expenses)		S\$9860.77	S\$2,150.00

28 The Wife's projected Household Expenses are:

S/N	Expense	Wife's case
1	Utilities (water gas electricity) (average)	S\$500.00
2	Landline and Internet	S\$36.84
3	MCST charges	S\$750.00
4	Property tax	S\$161.50
5	iCloud storage	S\$13.98
6	Netflix/Apple TV	S\$40.00
7	House maintenance (eg. water proofing, repairs to the house, etc.)	S\$1,000
8	Household Cleaning Service	S\$400.00
9	Toiletries and cleaning products (not provided by the cleaning service)	S\$200.00
10	Marketing/groceries	S\$1,000.00

11	Pet expenses (food/vet fees, etc.)	S\$1,000.00
12	Rental (in anticipation)	S\$6,000.00
Subtotal (Monthly Household expenses)		S\$11,102.32

29 The Wife asserted that the monthly expenses of the daughter and the son are S\$9,500.77 and S\$9,860.77, respectively, but these figures are not supported by evidence. Further, she is only asking for S\$5,000 per child for when the children are in Singapore and not overseas for university. But she does not show how she derived that figure. However, the Husband's case is not any better. He provides no explanation as to his proposed numbers as well. Neither parties' position can be accepted because neither has adduced any evidence to support their position. I am unable to make an objective assessment on either party's claim. Therefore, I make no order for payment by the Husband to the Wife for maintenance of the children for the following reasons. The Husband says that he is in discussion with the children as to how much they would need and he will provide. Seeing as the daughter and son are 20 and 18, respectively, I permit the Husband to agree personal expenses with the children directly. In any event, the children are at liberty to apply for maintenance from him.

30 I now consider the second distinct category of expense, which are the education expenses. The education expenses include school fees, tuition fees, enrichment fees, tertiary education fees, education-related fees including school uniforms, schoolbooks and purchase of electronic devices. These are to be borne by the Husband and unless the parties mutually agree to an alternative arrangement, the Husband shall pay the school fees directly to the school and communicate with the children to provide the other education expenses.

Spousal maintenance

31 For spousal maintenance, the Wife asserts that her monthly expenses are S\$13,090.77. However, aside from adducing receipts for her mobile charges, utilities, MCST charges, property tax on the matrimonial home, streaming and cloud storage services, the other items are not backed by evidence. Further, for the item “entertainment”, the receipts she adduced do not add up to the value she claims for. If we were to add the values of the expenses substantiated by evidence, less than 10% of her expenses are proved. I am unable to accept her bare assertions.

32 Although her potential earning capacity is low compared to the Husband, that does not mean she has no earning capacity at all. She has attended some technical courses and would have gained technical skills towards gaining some financial independence. Furthermore, with her share of 40% of the matrimonial assets, is approximately S\$1,765,613.81 in value. The power to order spousal maintenance is supplementary to the power to order the division of matrimonial assets. In the circumstances, I award a lump sum \$144,000 (at \$3,000 a month for four years) as spousal maintenance.

33 Parties are to submit on costs within 10 days of this judgment.

- Sgd -
Choo Han Teck
Judge of the High Court

Kulvinder Kaur, Kalvinder Kaur d/o Ranjit Singh and Urmi Nag
(I.R.B Law LLP) for the plaintiff;
Sandra Segeram Mahendra (Segeram & Co) for the defendant.