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Jen Koh
District Judge
26 September 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 101

Divorce No 5152 of 2023
HCF/DCA 101 of 2025

Between

WQZ

... Plaintiff

And

WQY

... Defendant

GROUND OF DECISION

*(Custody care and control of children, access; Maintenance for children;
Valuation of company; Division of matrimonial assets)*

TABLE OF CONTENTS

BACKGROUND	1
CUSTODY EVALUATION REPORT	4
CUSTODY, CARE AND CONTROL AND ACCESS OF THE CHILDREN	4
CUSTODY	4
<i>Education</i>	5
<i>Medical</i>	7
<i>Are there exceptional circumstances which warrant sole custody to be granted?</i>	7
<i>My decision</i>	10
CARE AND CONTROL	11
PAST AND PRESENT INTERACTIONS WITH THE CHILDREN	13
Are there examples (supported by contemporaneous evidence) of how the parent has been showing concern?	13
Who is the primary caregiver?	14
Which parent has a stronger bond with the children?	15
The children's wishes	16
FUTURE CAREGIVING ARRANGEMENTS	16
Which parent can provide better care for the children?	16
Which parent can provide a secure and stable home environment?	17
Which parent is more willing to promote a healthy relationship between the children and the other parent?	17
ADVERSE CONSIDERATIONS	19

Is there evidence that the other parent has an unhealthy lifestyle or outlook which may affect his or her ability to make rational decisions for the children?	19
Is there any evidence that the other parent had intentionally or knowingly acted against the child's best interests	21
GENERAL CONSIDERATIONS	21
Continuity of living arrangements	21
Siblings should not be separated.....	22
MY DECISION	22
ACCESS.....	22
<i>Husband's proposed daily access in the morning and evening</i>	24
<i>Unsupervised access</i>	25
<i>Overnight and overseas access</i>	26
<i>My decision</i>	27
DIVISION OF MATRIMONIAL ASSETS.....	32
AGREED ASSETS WITH AGREED VALUATIONS	32
AGREED ASSET WITH VALUATION DISPUTED	34
<i>Kovan Rise</i>	35
HUSBAND'S CPF MONIES.....	36
HUSBAND'S POSB CPF INVESTMENT ACCOUNT ENDING -9220 CASH BALANCE	36
SINGLIFE MY WHOLELIFE PLAN II POLICY ENDING -7524.....	37
MINDEF & MHA GROUP INSURANCE SCHEME.....	37
TOYOTA ESTIMA BEARING REGISTRATION PLATE SJJXXXG	37
XXX TREASURE PTE LTD ("XXX TREASURE")	38
SINGLIFE MY WHOLELIFE PLAN III POLICY ENDING -1318	44
SINGLIFE MY WHOLELIFE PLAN II POLICY ENDING -3567	44

DEBT OWED TO CREDIT CARD	45
CONTENTS OF THE SAFE	45
ALLEGED LOAN OF \$30,000.00 FROM B.....	46
ALLEGED LOAN OWED TO IRAS	47
ALLEGED DISSIPATIONS AND ADVERSE INFERENCES	47
SUMS ALLEGEDLY DISSIPATED BY THE WIFE	47
Applicable legal principles	49
\$30,000.00 to Wife’s father	49
\$50,000.00 + \$4,800.00 to Wife’s aunt	50
<i>Withdrawals from parties’ joint account over the past four years from 2020 to 2024.....</i>	<i>51</i>
<i>Loan of \$20,000.00 repaid by the Husband to the Wife in 2022</i>	<i>51</i>
<i>Loan interest of \$7,200.00 paid by the Husband to the Wife in 2022.....</i>	<i>51</i>
<i>Withdrawal of \$20,692.00 from parties’ joint account.....</i>	<i>52</i>
<i>Loan to D</i>	<i>53</i>
<i>Legal fees</i>	<i>53</i>
ADVERSE INFERENCE AGAINST THE WIFE	54
CONCLUSION ON THE POOL OF MATRIMONIAL ASSETS	57
APPROACH FOR DIVISION.....	59
DIVISION IN DUAL-INCOME MARRIAGES	59
DIRECT FINANCIAL CONTRIBUTIONS	60
<i>Wife’s position</i>	<i>60</i>
<i>Husband’s position</i>	<i>60</i>
<i>My decision</i>	<i>61</i>
<i>Summary of direct contributions.....</i>	<i>62</i>

<i>Indirect contributions</i>	63
AVERAGE PERCENTAGE CONTRIBUTIONS AND REQUEST FOR UPLIFT TO HUSBAND.....	65
CHILDREN MAINTENANCE	66
PARTIES' INCOME.....	67
CHILDREN'S EXPENSES	68
CLAIM FOR ARREARS IN CHILDREN MAINTENANCE	71
CONCLUSION	73
ANNEX A: ORDERS	74
ANNEX B: NOTES ON CALCULATION	79
ANNEX C: AFFIDAVITS AND SUBMISSIONS FILED FOR THE ANCILLARY MATTERS HEARING	80

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.

**WQZ
v
WQY**

[2025] SGFC 101

Family Court — Divorce No 5152 of 2023
District Judge Jen Koh
9 July 2025, 22 August 2025, 27 August 2025

26 September 2025

District Judge Jen Koh:

Background

1 Parties were married on 26 January 2013. They have two children from the marriage, two boys aged 8 years old and 6 years old. The Plaintiff Wife (“the Wife”) commenced divorce proceedings on 26 October 2023, and Interim Judgment was granted on 6 March 2024. The marriage lasted approximately 11 years.

2 Pursuant to mediation, the parties agreed on interim arrangements as follows:

- (a) Parties shall have joint custody of the children.
- (b) The Plaintiff shall have interim care and control of the children.

(c) The Defendant shall have interim access to the children as follows:

(i) On the odd weekends of the month, on Sundays from 5pm to 7pm at The Seletar Mall. The Defendant shall pick the children up from the entrance of The Seletar Mall prior to his access and drop the children off at the entrance of The Seletar Mall at the end of his access.

(ii) On the even weekends of the month, on Sundays from 4pm to 7pm at the Defendant's parents' residence in Choa Chu Kang. The Plaintiff shall drop the children off at the Defendant's parents' residence at the start of the Defendant's interim access and pick the children up at the Defendant's parents' residence at the end of the Defendant's interim access.

(iii) The Plaintiff is at liberty to be present during the Defendant's interim access in sub-paragraphs (i) and (ii) above.

(iv) Parties may mutually agree to change any of the abovementioned interim access arrangements in writing.

(d) The abovementioned arrangements are without prejudice to either party's position on care and control, access, maintenance and the division of matrimonial assets in FC/D 5152/2023.

The consent order above was recorded in the Order of Court (Divorce) dated 6 March 2024.

3 Pursuant to mediation, parties agreed on the issue of maintenance as follows:

(a) Pending the determination of the ancillary matters in FC/D 5152/2023, with effect from 17 May 2024 and thereafter by the 16th of each subsequent calendar month, the Defendant shall pay the Plaintiff S\$2,450 per month as interim maintenance for the children of the marriage, to be paid into the Plaintiff's designated bank account. The sum of S\$2,450 per month includes the following expenses incurred by the children:

- (i) S\$1,200 per month, being the Defendant's contribution to the children's living expenses.
- (ii) S\$900 per month, being the Defendant's contribution to the children's tuition / enrichment classes.
- (iii) S\$350 per month, being the Defendant's contribution to the domestic helper's expenses.

(b) The abovementioned interim maintenance arrangement is without prejudice to either party's position on care and control, access, maintenance for the children including backdated maintenance and the division of matrimonial assets in FC/D 5152/2023.

(c) There shall be no spousal maintenance for the Plaintiff and the Defendant.

4 Other than spousal maintenance, the following issues were contested:

- (a) Custody of the children.
- (b) Care and control and access of the children.
- (c) Maintenance for the children; and

(d) Division of matrimonial assets.

5 I heard parties on 9 July 2025 and 22 August and reserved judgment. These are now the reasons for the orders.

Custody Evaluation Report

6 Having reviewed the evidence before me, I have determined that the previously directed Custody Evaluation Report (“CER”) is no longer necessary. In the interest of expediting resolution for all parties, I dispense with the order for the CER and proceed to set out my orders on the children-related issues below.

Custody, Care and Control and Access of the Children

Custody

7 The Wife sought sole custody of the children¹, providing a comprehensive account of how she has been the children’s primary caregiver throughout the course of the marriage and cited various violent/unpleasant incidents involving the Defendant in the presence of the children².

8 The Husband sought joint custody of the children, indicating notwithstanding that cooperation between parties is difficult, there are no exceptional circumstances to justify the award of sole custody in favour of one party or another³.

¹ P-1 at [134], PWS-1 at [12]

² PWS-1 at [16]

³ D-1 at [43], DWS-1 at [2a]

9 I first set out the overarching consideration for orders relating to custody and/or care and control of child(ren) found at section 125(2) of the Women’s Charter 1961:

(2) In deciding in whose custody, or in whose care and control, a child should be placed, the paramount consideration is to be the welfare of the child and subject to this, the court is to have regard —

- (a) to the wishes of the parents of the child; and*
- (b) to the wishes of the child, where he or she is of an age to express an independent opinion.*

10 While the Court cannot be exhaustive on types of issues that would fall under the category of custody, the case of **CX v CY (minor: custody and access) [2005] SGCA 37 (“CX v CY”)** has helpfully established that custody typically encompasses decision-making on religion, education and major healthcare issues⁴. It is pertinent to distinguish and remind parties that these matters differ from day-to-day decisions, which remain with the parent who has care and control of the children.

Education

11 The children attended several childcare centres in their early years. It is not disputed that the Wife managed majority of the administrative matters relating to the children’s enrolment and communications with the childcare centres. Such an arrangement, where one parent handles day-to-day childcare communications after both parents have jointly made decisions about their children’s education, is a common practice in many families. However, the fact that one parent manages the administrative matters does not diminish the other

⁴ **CX v CY** at [35]

parent's right to participate in decision-making. From the Wife's evidence, she kept the Husband informed of details relating to enrolment⁵ and included him in email correspondence regarding the children's enrolment matters⁶.

12 When it was time for the elder son's primary 1 enrolment, it is well noted that the Wife invested considerable effort in researching potential primary schools and had shared her findings with the Husband via WhatsApp⁷. Although the Husband's responses to her were brief, he explained in his AOM that he had given thought to selecting the most suitable school for their elder son⁸. While the Wife was displeased with the Husband's unilateral registration of school options, I accept the Husband's position that parties still had the opportunity to modify their choice and select a different school if they had reached a different decision.

13 The Wife's evidence and actions demonstrate that since their children's early years, both parties have either discussed or kept each other informed about decisions regarding the children's school enrolments⁹. This demonstrates her understanding that the choice of childcare centre/school enrolments were matters for joint discussion. I do not see why the parties cannot continue to do so, with more effort on both sides to have cordial and constructive discussions for the welfare of their children.

⁵ P-1 pgs 253-256, 295-298

⁶ P-1 pg 267, 318

⁷ P-1 pgs 41, 450-453

⁸ D-2 at [114], [163]; pg 594

⁹ P-1 pg 16

Medical

14 The Husband claims that he was primarily responsible for the children's medical needs, such as bringing them to medical appointments most of the time¹⁰, and exhibiting several medical tax invoices spanning the years of 2017 to 2023¹¹. While the Wife did not deny the Husband's claim, she provided evidence of WhatsApp conversations with the Husband, demonstrating her active involvement in monitoring the children's health, including discussions with the Husband about their illnesses and the care provided by herself and her mother¹².

15 Based on the evidence, I am satisfied that both parents diligently fulfilled their parental responsibilities when the children were unwell, including monitoring their conditions at home and seeking medical attention when necessary.

Are there exceptional circumstances which warrant sole custody to be granted?

16 **CX v CY** indicated that the court prefers joint or no custody orders¹³ unless exceptional circumstances warrant sole custody to be granted. Exceptional circumstances are where one parent physically, sexually or emotionally abuses the child, or where the relationship of the parties is such that co-operation is impossible even after the avenues of mediation and counselling have been explored, and the lack of co-operation is harmful to the child¹⁴. The

¹⁰ D-1 at [95]

¹¹ D-1 pgs 135-185

¹² P-1 pgs 256, 270, 272, 274, 281, 282, 285

¹³ **CX v CY** at [36-37]

¹⁴ **CX v CY** at [38]

question to be determined then is whether there are such exceptional circumstances which warrant sole custody to be granted.

17 The Wife cited various violent/unpleasant incidents involving the Husband in the presence of the children, and recent incidents where the older son seem to be displaying concerning behaviour¹⁵.

18 It is undisputed that the Personal Protection Order (“PPO”) filed by the Wife against the Husband was granted on 27 July 2023¹⁶. However, I set out two observations relating to the PPO:

(a) The Wife had filed PPO applications on behalf of the children. However, the applications were withdrawn on 3 April 2023; and

(b) The PPO granted on 27 July 2023 was set aside by virtue of HCF/DCA 73/2023.

19 As the applications on behalf of the children were withdrawn, the Court does not need to consider whether physical violence was committed against them.

20 Regarding the Wife’s PPO, although it is the High Court’s judgment that there is insufficient evidence to find the Husband to have committed family violence against the Wife, this does not negate the occurrence of altercations between the parties. The Husband was reminded to refrain from any repeat of behaviour that would provoke further altercations.

¹⁵ PWS-1 at [16]

¹⁶ P-1 pgs 447-448; D-2 at [7]

21 The Wife also submitted that the older son has recently been displaying concerning behaviour, and that the children displayed discomfort and resistance to meet the Husband for access¹⁷. For example, the Wife submitted that the children were uncomfortable with the Husband's constant recording during the access period. I am of the view that these incidents appear to be a direct consequence of the divorce proceedings, where the Husband may have been recording for evidentiary purposes. Moving forward, I urge the Husband to be more mindful of his actions keeping in mind how his children may perceive these actions.

22 The High Court, in giving brief decisions for the appeal of the PPO, highlighted that the children seemed to have been involved in parties' disputes, having been questioned by the parties on what they witnessed or what they said they witnessed during the parties' altercations, effectively encouraged to pick sides. I agree with the High Court, observing that considerable evidence submitted by both parties are in the form of video and/or voice recordings.

23 I take this opportunity to remind parties of the observations set out in **CLB v CLC [2022] SGHCF 3** ("**CLB v CLC**") at [41]:

41 As I had observed at the hearing, such photographs and videos are not always of assistance to the court – they may capture a moment (or several moments) in time during that parent's interaction with the child, but they do not capture the events and interactions leading up to that moment (or after). Such evidence may be relevant, yet it may have weight that is disproportionately prejudicial to its relevance. Further, allowing the parties to photograph and document their interactions with the children may also be detrimental to the children's relationship with their parents, especially if the children are aware that they are being filmed or photographed by that parent to be "used" as evidence in court

¹⁷ PWS-1 pgs 21-22

proceedings. Being filmed for evidence is intrusive, which can potentially cause a sense of discomfort and “unnaturalness”. It may also constitute a persistent reminder to the children of their parents’ conflict, which will have an adverse impact on their wellbeing. I also had concerns over the possible impact on the children in the long term. When the children are grown and look back at how their past behaviour, words and reactions captured as evidence were used by one parent against the other, will feelings of guilt, self-blame and betrayal arise and affect them in some way, as well as their relationships with each parent then? I ordered that the parties were not to photograph, document or record videos and/or audio recordings of the children for the purposes of use as evidence or reference in court.

My decision

24 Parties have lived separately since sometime in December 2023. Whilst there may be some friction when parties meet for Husband’s access to the children, I am of the view that this can be attributed to the stresses of undergoing divorce proceedings. This cannot be said to be the best time to assess whether parties are truly unable to cooperate, nor does it suggest that parties will not be able to cooperate after the conclusion of the proceedings, with the best interests of the children as their paramount consideration. I do not find that parties’ relationship is such that cooperation is impossible, considering the examples cited above on education and medical needs of the children.

25 There are no other compelling reasons to suggest that the Husband should not be part of the decision-making process relating to the children. The order of joint custody indicates to parties that whilst their marriage may have broken down, they are still very much responsible for the upbringing of the children. Parties should put aside their differences and objectively make joint decisions in the best interests of their children. Accordingly, I order that parties be granted joint custody of the children.

Care and Control

26 The interim consent order on care and control of the children and access arrangements has been in place for approximately 1 year and 5 months.

27 The Wife sought sole care and control of the children with reasonable access to the Husband¹⁸.

28 The Husband sought sole care and control of the children with liberal access to the Wife¹⁹. The Husband also sets out his proposed position on access arrangements should he not be awarded sole care and control of the children²⁰.

29 The Husband also relied on an affidavit by the parties' previous helper²¹, to support his assertion that he was the party handling all aspects relating to the family's daily life and household matters. The Wife has indicated her responses to the helper's affidavit at her 2nd Ancillary Matters Affidavit²². She contended that the failure of the Husband to provide corroborating evidence in his affidavit(s) undermines the credibility of the helper's affidavit²³.

30 I am inclined to accept the Wife's position on the helper's affidavit. While I accept that the Husband would have contributed to the family during the marriage, such claims could be substantiated by corroborating evidence, such as specific examples and details of his day-to-day involvement, in his own affidavit(s) rather than relying on third-party testimony. I also find that the

¹⁸ PWS-1 at [75]

¹⁹ DWS-1 at [2], pg 20 VI

²⁰ DWS-1 pgs 21-24

²¹ G-1

²² P-2 at [42] to [59]

²³ P-2 at [46], [54]

helper's affidavit carries little to no weight towards assisting the Court in coming to a decision for the following reasons:

(a) The helper's continued employment with the Husband's family creates a potential conflict of interest, as her current financial dependency may influence her inclination to support the Husband's position in these divorce proceedings. I consider the weight of her evidence in light of this relationship.

(b) I accept that the Wife approached the helper and asked if she would be willing to write a note on her observations, but the helper indicated that she was not inclined to do so for either party²⁴. This shift in position, particularly given the comprehensive nature of the affidavit, raises concerns about the context in which the affidavit was prepared.

31 The considerations that the Court take into account whether to grant sole care and control have been discussed in detail in ***XDZ v XEA* [2024] SGFC 90** ("***XDZ v XEA***") at [14] to [16]. In summary:

(a) Past and present interactions with the child – Examples (supported by contemporaneous evidence) of how the parent has been showing concern, interest and responsibility for the child; Who is the primary caregiver; Extent of the parent's bond with the child; and the child's wishes (if he or she is of an age to express an independent opinion).

(b) Future caregiving arrangements – Concrete examples why a parent can provide better if he or she is given sole care and control of the child; The parent's ability to provide a secure and stable home

²⁴ P-2 at [44], pgs 560-561

environment, Whether the parent can ensure a healthy relationship between the child and the other parent.

(c) Adverse considerations – Is there evidence that the other parent has an unhealthy lifestyle or outlook which may affect his or her ability to make rational decisions for the child; Is there any evidence that the other parent had intentionally or knowingly acted against the child’s best interests.

(d) General considerations – Continuity of living arrangements for a child’s emotional wellbeing; Siblings should generally not be separated.

32 Applying the above considerations to the present case, my assessment is as follows.

Past and present interactions with the children

Are there examples (supported by contemporaneous evidence) of how the parent has been showing concern?

33 Having read parties’ affidavits, I find that the Wife provided numerous contemporaneous evidence of her concern towards the children. These examples include:

- (a) Taking care of the child(ren) at night²⁵;
- (b) Overseeing the children doing their homework/enrichment²⁶;

²⁵ P-3 pgs 73-80

²⁶ P-1 pg 598

- (c) Taking care of the children's medical and dental needs²⁷; and
- (d) Researching suitable childcare centres/schools for the children²⁸;
- (e) Being the main parent in contact with the childcare centres/schools and being kept up to date with the children's behaviour in school.

34 In contrast, while the Husband claims that he was/is the main caregiver²⁹, his evidence of concern for the children was limited to responding to the Wife's messages when she informs him about the children or bringing them to medical appointments³⁰. The Wife has also provided evidence that the Husband frequently returned home late at night³¹.

Who is the primary caregiver?

35 In view of paragraphs 33 and 34 above, I find that the Wife has been the primary caregiver of the children.

²⁷ P-1 pgs 256, 270, 272, 274, 281, 282, 285, 600-606

²⁸ P-1 pgs 41, 450-453

²⁹ D-2 at [49]

³⁰ D-1 pgs 135-185

³¹ P-1 pgs 62-72

Which parent has a stronger bond with the children?

36 The Husband tendered evidence depicting positive interactions and quality time spent with the children³², while the Wife submitted the children's behaviour became concerning once interim access arrangements started³³.

37 I accept that the children have happy memories with their father. However, I am of the view that the Wife has a stronger bond with the children for the following reasons:

- (a) Whilst not a binding factor, I did consider the maternal bond, considering the children's young ages; and
- (b) The fact that the Wife has been caring for the children since they have left the matrimonial home in December 2023. This continuous period of approximately 1.5 years of daily caregiving would naturally foster a stronger bond between the Wife and the children.

38 This is only one of the many factors I considered, and it is only a myriad of a whole slew of factors. Despite their young age, the children would have inevitably sensed the marital tensions that led to the family's separation. As separation rarely occurs without underlying issues, I urge both parties to focus on the future and take active steps to strengthen their bonds with the children. Parties should be looking ahead and focusing on rebuilding and strengthening their respective relationships with the children.

³² D-1 pgs 542-543, 548-575, 654-657, 880-882

³³ P-1 at [97-101]

The children's wishes

39 Given the tender ages of the children (8 years old and 6 years old), I agree with the Husband's position that the children are not of age to express an independent opinion³⁴.

Future caregiving arrangements

Which parent can provide better care for the children?

40 Pursuant to my directions given on 24 June 2025, both parties had included in their respective submissions future care plans for the children³⁵. The Wife has also provided the current care plan of the children³⁶.

41 The Husband submitted that he has a flexible work schedule which would allow him to provide better care arrangements for the children, such as changes to the operating hours, tailoring his own work hours or even work remotely³⁷. The Husband is prepared to forgo his own lifestyle preferences and expenses and prioritise the children's needs and welfare. The Husband also submitted that he would be purchasing an apartment in Ang Mo Kio which he hopes will be within 1 or 2km from XXX Primary School (likely where both children will attend)³⁸.

42 It is commendable for the Husband to reflect on his work and lifestyle and commit to making changes to prioritise the children's needs and welfare.

³⁴ DWS-1 at [7]

³⁵ PWS-1 at [20]; DWS-1 at [29-30]

³⁶ PWS-1 at [19]

³⁷ D-2 at [153-154]

³⁸ DWS-1 at [25]

Even if the Husband is not granted sole care and control, I hope that the Husband will maintain his commitment to prioritising the children's needs and welfare and continue to provide them with the best possible care during his time with them.

43 I am of the view that the Wife's submission demonstrates a more structured and well-considered approach to the children's future care arrangements. The proposed care arrangements for the younger son mirror the established routine of the older son, as the younger child is expected to attend Mayflower Primary School alongside his brother. This arrangement demonstrates a practical and cohesive approach to both children's education and daily routines.

Which parent can provide a secure and stable home environment?

44 For the reasons listed at paragraphs 40 to 43 above, I am of the view that the Wife can provide a secure and stable home environment for the children.

Which parent is more willing to promote a healthy relationship between the children and the other parent?

45 While the Wife has been facilitating the Husband's weekly access to the children since the consent order was entered into, the Husband alleged breach of interim orders by the Wife³⁹ and the Wife's attempts at alienating the children from the Defendant⁴⁰.

46 On the Husband's allegations, the Wife responses were:

³⁹ DWS-1 at [13-15]

⁴⁰ DWS-1 at [16-18]

(a) 19 April 2024 incident where the school did not allow the Husband to pick or speak with the elder son even though he arrived 30 minutes before the Wife:

(i) The general office staff was not aware that the teacher had already contacted the Wife and proceeded to contact the Husband. The incident also happened on a non-access day, which purview of care and control would fall under the Wife⁴¹;

(ii) The Wife did not share with the school any information of alleged abuse. The Husband had full access to the school app which included communications and updates regarding the elder son⁴²;

(b) Police report lodged by the Husband: The report was self-serving and without basis⁴³;

(c) 1 March 2023 incident where Wife allegedly disallowed Husband to visit the elder son at the TCM clinic:

(i) The Husband was informed that the Wife's mother would be fetching the children to the TCM clinic and the TCM branch was clearly shared⁴⁴;

⁴¹ P-3 at [80]

⁴² P-3 at [81]

⁴³ P-3 at [82]

⁴⁴ P-3 at [83-84]

(ii) The Wife acknowledged that she rejected the Husband's request to pick her and head over to the TCM clinic together as the relationship was strained⁴⁵;

(iii) The Wife had informed the Husband of the duration of the consultation and that she would meet him at home⁴⁶.

47 Other than the responses above, the Wife did not respond to the other allegations by the Husband.

48 While there could have been lapses in the Wife's conduct, I find that it can be attributed to the considerable stress she faced while managing multiple challenges: caring for an unwell child while simultaneously navigating a deteriorating marital relationship. I did not place undue weight on the incidents to make a finding of alienating behaviour on her part.

Adverse considerations

Is there evidence that the other parent has an unhealthy lifestyle or outlook which may affect his or her ability to make rational decisions for the children?

49 The Husband alleged that the Wife's engagement in vaping activities exposed the children to an illegal act and constituted neglect of the children's health⁴⁷.

50 The Wife's responses were:

⁴⁵ P-3 at [85]

⁴⁶ P-3 at [87]

⁴⁷ DWS-1 at [19-23]

- (a) She admitted in her AOM that both parties had quit smoking back in 2014, but she resumed these habits as a coping mechanism when she felt emotionally distressed⁴⁸. The Husband had also resumed smoking⁴⁹;
- (b) The Wife denied the Husband's allegation of her vaping in an air-conditioned room with the children inside, claiming that she has never exposed the children to second-hand vapour⁵⁰;
- (c) The Wife refuted the Husband's allegation that she left her vaping device accessible on the master bedroom table, which resulted in the younger son accessing the device⁵¹;
- (d) While she does not claim that vaping is acceptable, the Wife wished to be truthful and honest before the Court⁵².

51 During oral submissions, counsel for the Wife indicated his client's commitment to cease vaping in the interests of the children's welfare. The Wife's counsel tendered a letter to Court dated 30 July 2025⁵³, recounting the evening of 21 July 2025 where the Health Sciences Authority ("HSA") attended and raided the Wife's mother's residence. The Wife's counsel informed the Court that no vaping items were found after the raid, as she has ceased such conduct.

⁴⁸ P-1 at [65]

⁴⁹ P-3 pgs 122-127

⁵⁰ P-3 at [47]

⁵¹ P-3 at [49]

⁵² P-3 at [48]

⁵³ WC-2

52 I accept the contents of the letter dated 30 July 2025 tendered by the Wife's counsel in relation to the HSA raid, as it is relevant and occurred after the hearing on 9 July 2025. This ties in with the Wife's commitment that she will cease vaping activities in the interest of the children. I also directed the correspondence to be exhibited in affidavit as it is evidential in nature.

53 I pause to remind parties that the Court will not condone any illegal activities and urge parties to cease any such behaviour forthwith.

Is there any evidence that the other parent had intentionally or knowingly acted against the child's best interests

54 Based on the evidence tendered, I do not find that either party had intentionally or knowingly acted against the children's best interests.

General considerations

Continuity of living arrangements

55 The children have been living with the Wife since they left the matrimonial home in December 2023. The Wife has set out the current care plans and future care plans of the children in her submissions⁵⁴.

56 If the sole care and control was to be granted to the Husband, the children's current routine of approximately 1 year 8 months will be disrupted. While the Husband has submitted that he will be purchasing an apartment in Ang Mo Kio which he hopes will be within 1 or 2km from XXX Primary School (likely where both children will attend)⁵⁵, he has not presented evidence

⁵⁴ PWS-1 at [19-20]

⁵⁵ DWS-1 at [25]

demonstrating that he has taken substantive steps towards securing stable accommodation for the children. The parties will also need time to dispose of the matrimonial property, before he is able to purchase and move into a new apartment.

57 I find that it is in the children's best interests for the current living arrangements to continue. Whilst maintaining the status quo should not be the be-all and end-all, it is still a relevant factor for consideration. As I find nothing untoward about the Wife's conduct during this period, there is no cogent reason why the status quo should be disrupted.

Siblings should not be separated

58 Neither party has submitted for the siblings to be separated. As such, it is not necessary for the Court to consider whether the siblings should be separated.

My decision

59 Having carefully considered the above, I find it appropriate that the Wife be granted sole care and control of the children with access to the Husband. I turn now to consider the access arrangements for the Husband and the children.

Access

60 The interim consent order on care and control of the children and access arrangements has been in place for approximately 1 year and 5 months.

61 Parties' positions on access are set out below:

Wife's position	Husband's position
	a. 1 hour access in the morning to drive the children to school at 6am b. 1 hour access in the afternoon to send the children home after they are dismissed from childcare at approximately 5pm to 6pm
	c. Dinner access on Wednesday night
a. Sundays from 11am to 7pm	d. Overnight access on weekends from Saturday 9pm to Sunday 8pm at his residence
b. Alternate public holidays (save for Chinese New Year) from 11am to 7pm	e. New Year Day from 9am to 4pm f. Dinner access from 5pm to 8pm on all the eves of the public holidays if it is on a weekday or on a Sunday
c. For school holidays, for regular access to continue (i.e., no overnight and/or overseas access)	g. Alternate weeks of the school holidays in June and December (overnight access)
d. Chinese New Year: 1. Chinese New Year Eve to alternate yearly (Children to be returned by 7pm) 2. 2 nd day of Chinese New Year from 11am to 7pm	h. Day 1 of Chinese New Year from 9am to 4pm
	i. Dinner access from 5pm to 8pm on the eve of the children's birthday if it is on a weekday or on a Sunday

	j. Dinner access from 5pm to 8pm on the Husband's birthday if it is on a weekday or on a Sunday
	k. Dinner access from 5pm to 8pm on Father's Day if it is on a weekday or on a Sunday
	l. Makeup access to be arranged within 30 days of the occasion of missed access
	m. Liberty to bring the children overseas should it fall within the Husband's period of access during the June and December school holidays. If the period of travel exceeds the Husband's period of access, parties are to mutually discuss and agree on such travel plans
e. Any changes to be mutually discussed and agreed between parties in writing	

Husband's proposed daily access in the morning and evening

62 The Husband proposed for an hour access each in the morning and evening to send and pick the children from school. While his dedication is commendable, I am not minded granting the requested access for the following reasons:

- (a) Morning routines typically involve caregivers preparing children for school within tight time constraints. Scheduling access during these hours may create unnecessary tension or discord if delays occur when the Husband is ready to pick the children up; and

(b) The children may have differing school dismissal times, making a fixed 5pm pickup impractical. This would necessitate daily coordination between parties regarding collection timing, which may create unnecessary complications. Moreover, as the children grow older, they may prefer greater autonomy in managing their after-school schedules and travel arrangements.

Unsupervised access

63 The Husband sought for unsupervised access to the children. The Wife has not raised any objections to unsupervised access.

64 While I acknowledge the Wife's concerns regarding the children's behavioural changes since the commencement of weekly supervised interim access with the Husband⁵⁶, there is no evidence that the behavioural issues were caused by the Husband's conduct. The children's concerning behaviour may well be a manifestation of their distress from being caught in the ongoing marital conflict between the parties.

65 It is likely that the children have grown distant from their father and show signs of resisting access, having lived separately for approximately 1 year and 8 months. However, the Wife must assist the children to navigate their emotions and help them to understand that while the marriage between parties have broken down, both parents remain integral to their lives, and maintaining a relationship with their father is essential for their well-being.

⁵⁶ P-1 at [109-117, 120-127]

66 With the unsupervised access arrangements, the potential for altercations between parties, which were present during the weekly supervised access, would be reduced. I am satisfied that it is appropriate for the Husband to have unsupervised access.

Overnight and overseas access

67 The Husband sought regular overnight access and holiday overseas to the children. On the other hand, the Wife does not support overnight access and proposed regular, non-overnight and non-overseas access.

68 I find that immediate overnight and overseas access will not be in the children's best interests at this stage for the following reasons:

- (a) The children require an adjustment period from the weekly supervised interim access to the increased unsupervised access arrangements. Adding the layer of overnight and overseas access immediately may be overwhelming for the children.
- (b) The priority should be addressing the children's receptiveness to access arrangements with the Husband before contemplating any expansion to overnight stays or overseas travel; and
- (c) Given that the children have not resided with the Husband since December 2023, they have adapted to daily routines without his presence. A period of adjustment would be necessary to help them acclimate to overnight stays and overseas travel with the Husband, once the children are comfortable with the unsupervised access arrangements.

69 I put in place graduated overnight access. Notwithstanding the above, parties are free to mutually agree further on overnight and/or overseas access, should the opportunity arise. If there is no agreement, parties are at liberty to apply. Regardless, I will review the access orders in six months.

My decision

70 I set out my orders on access below:

Wife's position	Husband's position	Court's orders
	a. 1 hour access in the morning to drive the children to school at 6am b. 1 hour access in the afternoon to send the children home after they are dismissed from childcare at approximately 5pm to 6pm	
	c. Dinner access on Wednesday night	Dinner access on a weekday night from 5.30pm to 7.30pm (to be mutually discussed if it is a fixed weekday or dependent on children's schedules). If the parties are unable to agree, the default day shall be Wednesday.
a. Sundays from 11am to 7pm	d. Overnight access on weekends from Saturday 9pm to	Sundays from 11am to 7pm

	Sunday 8pm at his residence	
b. Alternate public holidays (save for Chinese New Year) from 11am to 7pm	e. New Year Day from 9am to 4pm f. Dinner access from 5pm to 8pm on all the eves of the public holidays if it is on a weekday or on a Sunday	Alternate public holidays (save for Chinese New Year) from 11am to 7pm
c. For school holidays, for regular access to continue (i.e., no overnight and/or overseas access)	g. Alternate weeks of the school holidays in June and December (overnight access)	For school holidays, regular access is to continue
d. Chinese New Year: 1. Chinese New Year Eve to alternate yearly (Children to be returned by 7pm) 2. 2 nd day of Chinese New Year from 11am to 7pm	h. Day 1 of Chinese New Year from 9am to 4pm	Chinese New Year: 1. Chinese New Year (“CNY”) Eve to alternate yearly (Children to be returned by 7pm) 2. If the Wife has the children for CNY Eve, Husband will have access to the children on Day 1 from 9am to 4pm 3. If the Husband has CNY Eve access, he gets access to the children on

		Day 2 from 9am to 4pm
	4. Dinner access from 5pm to 8pm on the eve of the children's birthday if it is on a weekday or on a Sunday	Dinner access from 5pm to 8pm on the eve of the children's birthday if it is on a weekday or on a Sunday
	5. Dinner access from 5pm to 8pm on the Husband's birthday if it is on a weekday or on a Sunday	Dinner access from 5pm to 8pm on the Husband's birthday if it is on a weekday or on a Sunday
	6. Dinner access from 5pm to 8pm on Father's Day if it is on a weekday or on a Sunday	Dinner access from 5pm to 8pm on Father's Day if it is on a weekday or on a Sunday
	7. Makeup access to be arranged within 30 days of the occasion of missed access	
	8. Liberty to bring the children overseas should it fall within the Husband's period of access during the June and December school holidays. If the period of travel exceeds the Husband's period of access, parties are to mutually	Overnight access to Husband, 3 months after these access orders have been put in place on the last weekend of every month from Saturday 9 pm to Sunday 7 pm. Parties are to mutually discuss and agree on such additional overnight and overseas access

	discuss and agree on such travel plans	with liberty to apply. The access orders will be reviewed in 6 months
e. Any changes to be mutually discussed and agreed between parties in writing		Any changes to be mutually discussed and agreed between parties in writing
		In respect of all the Husband's access period, the Husband shall be responsible for picking the children from and sending the children home to the Wife's residence, save that where the Husband's access period starts at a time when the children are in school or attending enrichment classes, he is at liberty to pick them up directly
		The Wife shall take steps to facilitate the Husband's access and shall not arrange for the children to enroll or participate in any non-school mandated extra-curricular activities which would take place during the Husband's access

		period, without the Husband's agreement or consent
		If the Husband's access falls on Mother's Day and the Wife's birthday, the Husband shall not have access

71 I reiterate the observations set out in **CLB v CLC** at [41]:

41 ... Further, allowing the parties to photograph and document their interactions with the children may also be detrimental to the children's relationship with their parents, especially if the children are aware that they are being filmed or photographed by that parent to be "used" as evidence in court proceedings. Being filmed for evidence is intrusive, which can potentially cause a sense of discomfort and "unnaturalness". It may also constitute a persistent reminder to the children of their parents' conflict, which will have an adverse impact on their wellbeing. I also had concerns over the possible impact on the children in the long term...

72 In view of the above, I also order that parties not to photograph, document or record videos and/or audio recordings of the children for the purposes of use as evidence or reference in court.

73 I find that it will be appropriate for the children to attend counselling for the following reasons:

- (a) Navigate their emotional well-being throughout the divorce proceeding; and
- (b) Develop a positive mindset towards unsupervised access with the Husband, with a view towards potential overnight stays and overseas travel in the future.

74 As set out earlier, even if there is no application by the parties, I intend to review the access orders six months from the date of the order.

Division of matrimonial assets

75 I adopt the date of the Interim Judgment as the operative date for ascertaining the pool of matrimonial assets, and the date of the ancillary matters hearing as the date for determining the value of the assets.

Agreed assets with agreed valuations

76 The following assets and their respective values are not disputed as part of the matrimonial pool:

S/N	Description	Value
Joint Assets		
1	OCBC Easisave Account ending -3001 (as of 30 June 2024)	\$2.36 ⁵⁷
	Sub-Total	\$2.36
Wife's Assets		
2	CPF monies (as of 10 June 2024)	\$230,832.08 ⁵⁸
3	OCBC ESPP Cash Account ending -1001 (as of 31 May 2024)	\$6,434.79 ⁵⁹
4	OCBC 360 Account ending -2001 (as of 31 May 2024)	\$18,098.18 ⁶⁰
5	DBS/POSB My Account ending -2851 (joint account with Wife's sister) (as of 31 May 2024)	\$0.27 ⁶¹
6	DBS/POSB My Account ending -8792	\$0.00 ⁶²

⁵⁷ D-1 pg 365, P-2 at [22]

⁵⁸ P-1 pg 104; PWS-1 pg 38 item 13; DWS-1 pg 35 item 17

⁵⁹ P-1 at [9], pg 126; DWS-1 pg 36 item 18(ii)

⁶⁰ P-1 at [9], pg 131; DWS-1 pg 36 item 18(iii)

⁶¹ P-1 at [9], pg 152-153; DWS-1 pg 36 item 18(iv)

⁶² P-1 at [9], pg 164; DWS-1 pg 36 item 18(v)

7	OCBC Mighty Savers Account ending - 1001 (joint account with elder son) (as of 31 May 2024)	\$4,877.98 ⁶³
8	OCBC Child Development Account (“CDA”) ending -3001 (joint account with elder son) (as of 31 May 2024)	\$919.56 ⁶⁴
9	OCBC Child Development Account (“CDA”) ending -6001 (joint account with younger son) (as of 31 May 2024)	\$536.85 ⁶⁵
10	Singlife MyWholeLifePlan II policy ending -7514 (as of 5 June 2024)	\$7,451.49 ⁶⁶
11	Prudential health policy ending -3718 (as of July 2024)	No surrender value ⁶⁷
12	Blue Chip Investment Plan Account ending -6430 (as of 6 June 2024)	\$902.94 ⁶⁸
Sub-Total		\$270,054.14
Husband’s Assets		
13	OCBC 360 Account ending-0001 (as of 30 June 2024)	\$521.07 ⁶⁹
14	POSB eSavings Account ending -9575 (as of 30 June 2024)	\$8,770.44 ⁷⁰
15	POSB CPF Investment Account ending - 9220 Keppel Reit (as of 30 June 2024)	\$22.68 ⁷¹

⁶³ P-1 at [9], pg 170; DWS-1 pg 36 item 18(vi)

⁶⁴ P-1 at [9], pg 180; DWS-1 pg 36 item 18(vii)

⁶⁵ P-1 at [9], pg 186; DWS-1 pg 36 item 18(viii)

⁶⁶ P-1 at [7], pg 192; DWS-1 pg 36 item 19(i)

⁶⁷ P-1 at [7], pg 196-202; DWS-1 pg 36 item 19(ii)

⁶⁸ P-1 at [8], pg 206; DWS-1 pg 37 item 20

⁶⁹ D-1 at [16], pg 393; PWS-1 pg 39 item 15

⁷⁰ D-1 at [16], pg 382-386; PWS-1 pg 39 item 16

⁷¹ D-1 at pg 2[3], pg 382-383, PWS-1 pg 39 item 17

16	POSB CPF Investment Account ending - 9220 OCBC BK (as of 30 June 2024)	\$7,205.00 ⁷²
17	UOB Uniplus Account ending -1162 (as of 30 June 2024)	\$192.00 ⁷³
18	OCBC Investment Account ending -2430 (as of 1 July 2024)	\$20,347.28 ⁷⁴
19	Cash and Cash Equivalent	\$30,000.00 ⁷⁵
Sub-Total		\$67,058.47

Agreed asset with valuation disputed

77 While the parties agree on the classification of certain assets as matrimonial assets, they are unable to agree as to their valuation. The respective valuations provided by each party are as follows:

S/N	Description	Wife's valuation	Husband's valuation
Joint Assets			
1	Matrimonial home at XX Kovan Rise #XX-XX Singapore XXXXX ("Kovan Rise")	\$2,020,000.00 ⁷⁶	\$1,800,000.00 ⁷⁷
Husband's Assets			
2	CPF monies	No position stated	\$187,604.27 ⁷⁸
3	POSB CPF Investment Account ending -9220 Cash balance	No position stated	\$0.00 ⁷⁹

⁷² D-1 at pg 2 [3]; pg 382-383, PWS-1 pg 39 item 18

⁷³ D-1 at [16]; pg 398; PWS-1 pg 39 item 21

⁷⁴ D-1 at pg 2 [3]; [12]; pg 102; PWS-1 pg 39 item 19

⁷⁵ D-1 at [21]; DWS-1 at pg 35 item 15; PWS-1 pg 39 item 23

⁷⁶ P-1 at [5(e)]; PWS-1 pg 38 item 1

⁷⁷ D-1 at [7(e)], pg 83 to 87

⁷⁸ D-1 at [18-19], pg 400; DWS-1 pg 35 item 14

⁷⁹ D-1 pg 375

4	Singlife My WholeLife Plan II policy ending -7524	\$7,815.17	\$7,766.19 ⁸⁰
5	MINDEF & MHA Group Insurance Scheme	No position stated	No surrender value ⁸¹
6	Toyota Estima bearing registration plate SJJXXXG	\$24,500.00 attributed to each party ⁸²	\$49,000.00 ⁸³
7	XXXX Treasure Pte Ltd	\$524,670.00 ⁸⁴	\$314,802.00, i.e. 60% of valuation ⁸⁵

Kovan Rise

78 The Wife valued the matrimonial home at \$2.02 million, based on the average of three similar properties located in the same area/condo⁸⁶. The Wife adopted the outstanding mortgage balance of \$1,044,383.43 as of 1 July 2024⁸⁷.

79 Conversely, the Husband valued the matrimonial home at \$1.8 million, based on past transactions of similar sized three-bedroom condominiums at Kovan XXX⁸⁸. The Husband adopted the outstanding mortgage balance of \$1,043,893.75 as of 23 July 2024⁸⁹.

⁸⁰ D-1 at [11]; pg 96-100

⁸¹ D-1 at [11b], pg 94-95

⁸² WC-1

⁸³ D-1 at [9], pgs 89-92; P-2 at [11a]

⁸⁴ P-2 at [9]; pgs 215-219, 238-239

⁸⁵ P-2 at pgs 215-219; D-1 at [B(3)(a)], pgs 25-26

⁸⁶ P-1 pg 2 item 1, pg 111

⁸⁷ P-1 at [5(d)]

⁸⁸ D-1 at [7(e)], pg 83 to 87

⁸⁹ D-1 at [7(d)]

80 I note that while the Wife's evidence of similar property prices indicated the open market value at \$2.02 million, the three transaction prices listed were approximately \$1.8 million. Accordingly, I adopt the Husband's valuation of \$1.8 million and the outstanding mortgage balance of \$1,043,893.75 (as of 23 July 2024), as it represents a more current figure between the parties' submissions. I assess the net value of the matrimonial home at \$756,106.25.

Husband's CPF monies

81 The Husband declared his total CPF monies of \$187,604.27 as of 15 July 2024⁹⁰. While the Wife did not expressly state in her evidence or submission her position on the Husband's CPF monies, I accept the Husband's value as he has provided supporting evidence of the same in his AOM.

Husband's POSB CPF Investment Account ending -9220 Cash Balance

82 According to the bank statement exhibited in the Husband's AOM⁹¹, the cash balance for the CPF Investment account ending -9220 is \$0.00. I include in this category for completeness as the Wife did not expressly state in her evidence or submission her position on the cash balance component of the Husband's CPF Investment Account ending -9220. I accept the Husband's value as he has provided supporting evidence of the same in his AOM.

⁹⁰ D-1 at [18-19], pg 400; DWS-1 pg 35 item 14

⁹¹ D-1 pgs 382-386

Singlife My WholeLife Plan II policy ending -7524

83 The surrender value of the Singlife My WholeLife Plan II policy ending -7524 stated in the Husband's AOM was \$7,766.19 as of 7 June 2024⁹². In response to Wife's request for interrogatories, the Husband exhibited the insurance policy details as of 29 November 2024 in his affidavit for interrogatories filed on 4 December 2024. In the later affidavit, the surrender value of the policy ending -7524 was \$7,815.17⁹³. I adopt the surrender value of \$7,815.17 as of 29 November 2024.

MINDEF & MHA Group Insurance Scheme

84 I include this Group Insurance Scheme for completeness of the list of the Husband's assets. I accept that there is no surrender value tagged to this insurance.

Toyota Estima bearing registration plate SJJXXXXG

85 The estimated value of the motor vehicle at \$49,000 is not disputed⁹⁴. However, the Wife's counsel tendered a letter on 25 July 2025⁹⁵ indicating that 50% of the value of the motor vehicle should be attributed to the Wife. While the motor vehicle is in the Husband's name, it was paid for with the monies in the joint account.

⁹² D-1 at [11], pg 96-100

⁹³ DS-3 pgs 126-129

⁹⁴ P-2 at [11a]

⁹⁵ WC-1

86 The Husband's counsel tendered a letter on 25 July 2025⁹⁶ enclosing the business' 2021 balance sheet, updated table of positions & financial documents for maintenance. The Wife's counsel objected to certain paragraphs in the letter (explained below) but did not object to the updated tables of positions at paragraphs 11 to 14 of the said letter.

87 At paragraph 13 of the letter, the Husband detailed direct financial contributions to the matrimonial assets and attributed \$31,000.00 to each party for the motor vehicle (totalling \$62,000.00). The 50% share of \$31,000.00 was mentioned in the Husband's AOM⁹⁷. I do not accept the figure of \$62,000.00 for the value of the motor vehicle as no evidence was tendered in support of the same, unlike for the estimated value of \$49,000.00. However, I note that the Husband appears to accept an equal attribution of the vehicle's value between parties.

88 Accordingly, I adopt the value of \$49,000.00 for the motor vehicle and attribute \$24,500.00 to each party.

XXX Treasure Pte Ltd ("XXX Treasure")

89 The following details are not disputed:

- (a) The company was incorporated on 31 July 2023⁹⁸;
- (b) Prior to the incorporation of the company as a private limited company, the Husband ran XXX Treasure as a sole proprietor⁹⁹; and

⁹⁶ HC-3

⁹⁷ D-1 at [29(c)]

⁹⁸ PWS-1 at [7(a)]; D-1 pg 19

⁹⁹ PWS-1 at [61(a)]; D-1 pg 3 at [3]

(c) The value of the company is agreed at \$524,670.00¹⁰⁰.

90 For the purposes of determining the pool of matrimonial assets, the disputed issue is whether the Husband has full ownership of XXX Treasure, or whether his shareholding is limited to 60%.

91 The Husband asserted that he holds only 60% of the shares, with the remaining 40% equally distributed between two investors. He exhibited an Investment Agreement in support his assertion¹⁰¹.

92 The Wife claimed that the Husband has full ownership of XXX Treasure for the following reasons¹⁰²:

(a) While the Investment Agreement lists three parties and each of their allotted ownership, the Business Profile of XXX Treasure indicates the Husband as the sole shareholder of the company.

(b) The Wife invested significant time and effort to assist the Husband in various aspects of the business. While she was aware that the Husband took loans from various people (which included herself and the two alleged shareholders of XXX Treasure), the Wife was not aware that anyone else held ownership in XXX Treasure.

(c) The Investment Agreement was handwritten and dated 20 March 2021. The two parties are the Husband's sister and close friend whom the Husband took loans from.

¹⁰⁰ P-2 at [9]; pgs 215-219, 238-239

¹⁰¹ D-1 at [3(a)]; pgs 25-26

¹⁰² PWS-1 at [61-62]

(d) The Husband could not provide conclusive evidence of the purported \$100,000.00 extended by each of the other two parties as funds towards XXX Treasure; and

(e) Neither of the two alleged shareholders opted to take out High Court Proceedings for the determination of third-party interests in XXX Treasure.

93 At the hearing on 9 July 2025, I asked the Husband's counsel to clarify when the shareholding of XXX Treasure came into being, as there was no valuation of the sole proprietorship that would show payments by the two parties equivalent to 20% each as of 2021. I directed the Husband's counsel to produce XXX Treasure's 2021 accounts (when it was run as a sole proprietorship), whether as a balance sheet or profit and lost statement. The Husband's counsel tendered a letter to court dated 25 July 2025¹⁰³, confirming that there was no balance sheet for 2021.

94 The Husband (or his counsel), then took the opportunity at paragraphs 4 to 10 to explain the context behind the Investment Agreement and detailed the breakdown of transactions that purportedly constitute the contribution amount specified in the Investment Agreement.

95 I decline to accept the explanations at paragraphs 4 to 8 and 10 and the supporting documents at annexes A and B of the letter. The Wife had asked for supporting evidence of the Investment Agreement as early as her request for discovery dated 18 September 2024. While I note that the Husband provided his explanations and supporting documents¹⁰⁴, his explanations at paragraphs 4 to 8

¹⁰³ HC-3

¹⁰⁴ DS-3 pgs 5-7

and 10 and further supporting evidence at annexes A and B of the letter could have been included in his affidavit. The Husband had ample opportunities to include the explanations and supporting documents but did not do so.

96 I accept paragraph 9 of the letter insofar as it tabulates the tranches of investment and includes the references to the pages where the supporting evidence is found.

97 Having reviewed the evidence before me, I find that the Husband has not proven, on a balance of probabilities, his claim of 60% ownership in XXX Treasure. The Business Profile of XXX Treasure contradicts the shareholding structure claimed in the Investment Agreement. While the Husband contended that it is common practice for small businesses to have a single person fronting the business¹⁰⁵, I find the evidence in support of the Husband's claim lacking.

98 It is also noteworthy that none of the two parties had come forward to file any affidavit claiming the accuracy of the nature of the transactions, nor filed any application in the High Court to determine third-party interests in XXX Treasure. The Wife relies on *UDA v UDB and another* [2018] SGCA 20¹⁰⁶ to address the Court on its powers to make orders relating to XXX Treasure:

58 The other situation is where the property is in the name of one of the spouses and the third party is a “shadowy” figure in the wings whom that spouse claims has an interest in the property but no order is sought by or against the third party directly. In such a case, because no order is sought by or against the third party, it is permissible for the court to make an order exercising its powers under s 112 because the only parties directly affected by the order will be the parting spouses. This, again, is an Option 1 course. The choice of Option 1 would have

¹⁰⁵ DS-3 pg 5

¹⁰⁶ At [58]

the same risks for the spouses as alluded to in [57] above. Thus, for instance, the spouse in whose name the property stands, having been ordered to share the value of the property with the other spouse, may later find he or she has to account to the third party for such value or to transfer the property outright to the third party. This is because the determination of the ownership of the disputed property in the s 112 proceedings will not bind the third party who may challenge it in separate proceedings. But that is the risk the spouse takes by not seeking an order that will bind the third party. Once such an order is sought, in our view, this would be the same situation as discussed in [56(b)] above and a separate set of proceedings would have to be issued.

99 Accordingly, I find the value of XXX Treasure to be \$524,670.00, to be added to the matrimonial pool of assets for division.

100 The valuations of the assets are summarized in the table below:

S/N	Description	Wife's valuation	Husband's valuation	Court's valuation
Joint Assets				
1	Matrimonial home at XX Kovan Rise #XX-XX Singapore XXXXX ("Kovan Rise")	\$2,020,000.00	\$1,800,000.00	\$1,800,000.00
Husband's Assets				
2	CPF monies	No position stated	\$187,604.27	\$187,604.27
3	POSB CPF Investment Account ending -9220 Cash balance	No position stated	\$0.00	\$0.00
4	Singlife My WholeLife Plan II policy ending -7524	\$7,815.17	\$7,766.19	\$7,815.17
5	MINDEF & MHA Group Insurance Scheme	No position stated	No surrender value	No surrender value

6	Toyota Estima bearing registration plate SJJXXXXG	\$24,500.00 attributed to each party	\$49,000.00	\$24,500.00 attributed to each party
7	XXX Treasure Pte Ltd	\$524,670.00	\$314,802.00	\$524,670.00

101 I set out below my findings on the disputed assets and liabilities:

S/N	Item	Wife's position	Husband's position	Court's position
Wife's Liabilities				
1	Debt owed to credit card	To be included as Wife's liabilities ¹⁰⁷	No position stated	Excluded from pool
Husband's Assets				
2	Singlife My WholeLife Plan III policy ending - 1318	Surrender value to be included in Husband's pool ¹⁰⁸	Younger son's policy ¹⁰⁹	Excluded from pool
3	Singlife My WholeLife Plan II policy ending - 3567	Surrender value to be included in Husband's pool ¹¹⁰	Older son's policy ¹¹¹	Excluded from pool
4	Contents of the safe	2 Rolex watches amounting to value \$21,000.00 to	\$42,400.00 ¹¹³	Excluded from pool

¹⁰⁷ PWS-1 at pg 38 item 14

¹⁰⁸ PWS-1 at pg 39 item 26; P-2 at [12-13]

¹⁰⁹ D-1 at [25], pgs 404-411

¹¹⁰ PWS-1 at pg 39 item 27; P-2 at [12-13]

¹¹¹ D-1 at [26], pgs 413-418

¹¹³ D-2 at [208], pg 843

		be excluded from the pool ¹¹²		
Husband's Liabilities				
5	Alleged loan of \$30,000.00 from B	\$0.00 ¹¹⁴	\$30,000.00 ¹¹⁵	\$30,000.00
6	Alleged loan owed to IRAS	\$0.00 ¹¹⁶	\$10,358.34 ¹¹⁷	Excluded from pool

Singlife My WholeLife Plan III policy ending -1318

Singlife My WholeLife Plan II policy ending -3567

102 The Wife submitted two other insurance policies with the Husband as the assured party and with surrender values attributed to be included in the asset pool for division¹¹⁸. The Husband listed these policies as the children's insurance policies in his AOM¹¹⁹.

103 As the insurance policies are for the benefit of the children, I accept these two policies to be excluded from the asset pool for division.

¹¹² WC-1 at pgs 3-4

¹¹⁴ PWS-1 pg 39 item 28

¹¹⁵ D-1 at [27(b)]

¹¹⁶ PWS-1 pg 40 item 29

¹¹⁷ D-1 at [27(c)]

¹¹⁸ PWS-1 at pg 39 items 26 & 27; P-2 at [12-13]

¹¹⁹ D-1 at [25-26]; pgs 404-418

Debt owed to credit card

104 The Wife listed credit card debt amounting to \$4,642.50 as part of her liabilities, incurred for the expenses of the family/children¹²⁰.

105 Section 112(2)(b) of the Women's Charter 1961 provides that debt incurred for the joint benefit of both parties or for the benefit of any child(ren) of the marriage may be taken into consideration when dividing matrimonial assets.

106 The Wife has not produced supporting documentation to substantiate her assertion that the debt was incurred for family or children's expenses, nor provided any supporting evidence. Accordingly, I exclude the Wife's credit card debt from the pool of assets.

Contents of the safe

107 The Husband claimed that the value of the safe contents amounts to approximately \$42,400.00¹²¹. The contents of the safe includes 2 Rolex watches amongst other cash/currencies. In response, the Wife stated that parties had discussed and the value of the 2 Rolex watches amounted to \$21,000.00¹²². While the Wife had initially included the value of \$21,000.00 in the Husband's list of assets¹²³, the Wife has taken the view that the sum of \$21,000.00 be excluded from the pool of assets¹²⁴.

¹²⁰ PWS-1 at pg 38 item 14; P-1 at A(4)

¹²¹ D-2 at [208], pg 843

¹²² P-2 at [23]

¹²³ PWS-1 at pg 39 item 24

¹²⁴ WC-1 at pgs 3-4

108 It is not disputed that the Rolex watches are intended to be given to the children when they reach legal age¹²⁵. As the watches are for the benefit of the children, I accept that the value of the watches be excluded from the pool of assets for division. For completeness, the watches shall be placed in the Husband's safekeeping, as his expertise with luxury watches makes him better suited to maintain their condition until the children attain legal age in which event they should be given to the children absolutely.

109 Parties are also in agreement that the Wife may retain all other items in the safe¹²⁶.

Alleged loan of \$30,000.00 from B

110 The Husband in his AOM declared a personal loan of \$30,000.00 owed to B¹²⁷. In his reply to the Wife's interrogatories on details of the loan, the Husband explained that B is his brother¹²⁸, the reasons behind the loan and the repayment plan¹²⁹.

111 The Wife claimed that since the purported loan was to inject funds into XXX Treasure, it cannot be used to reduce the Husband's assets¹³⁰.

112 I accept the Husband's explanation that the initial loan of \$50,000.00 was part of his \$180,000.00 investment into XXX Treasure. The \$50,000.00

¹²⁵ WC-1 at pg 3; DFPS-1 at pg 6

¹²⁶ PWS-1 at [52]; DFPS-1 at pg 6

¹²⁷ D-1 at [27(b)]

¹²⁸ Defendant's Affidavit for Interrogatories filed on 27 Sept 2024 ("DAI") at [9]

¹²⁹ DAI at [15-17]

¹³⁰ P-2 at [17]

would have been counted as part of the value of XXX Treasure. I am satisfied that the Husband has produced supporting evidence of the loan agreement, repayment schedule and transactions to that effect¹³¹.

Alleged loan owed to IRAS

113 The Husband in his AOM declared a sum of \$10,358.34 payable to IRAS¹³². The Wife objected to the inclusion of tax payable to reduce the Husband's assets¹³³.

114 I do not find any corresponding evidence of the sum of \$10,358.34 payable to IRAS. In this regard, I exclude this sum from the matrimonial pool.

Alleged dissipations and adverse inferences

Sums allegedly dissipated by the Wife

115 The Husband alleged in his submissions¹³⁴ that the Wife had dissipated matrimonial assets. I set out below the alleged instances of dissipation, the value and my findings:

S/N	Description	Value	Court's position
1	Alleged cash given by the Wife to her father in March 2023	\$30,000.00	\$30,000.00
2	Transfer of money by the Wife to her aunt, C, on 22 May 2023	\$50,000.00	\$50,000.00

¹³¹ DAI at [15-17], pgs 55, 57-58

¹³² D-1 at [27(c)]

¹³³ P-2 at [18]

¹³⁴ DWS-1 pgs 37-39

3	Transfer of money by the Wife to her aunt, C, on 20 May 2024	\$4,800.00	\$0.00
4	Withdrawals by the Wife from the joint account with the Husband. The Wife thereafter sent monies to third parties from her personal bank account over a four-year period from 2020 to 2024 ¹³⁵	\$107,217.71	\$0.00
5	Loan repaid by the Husband to the Wife in 2022 ¹³⁶	\$20,000.00	\$0.00
6	Loan interest paid by the Husband to the Wife in 2022 ¹³⁷	\$7,200.00	\$0.00
7	Unauthorised withdrawal by the Wife from the joint account with the Husband, subsequent to the interim maintenance order issued by the Court	\$20,692.00	\$0.00
8	Loan to D ¹³⁸	\$10,000.00	\$0.00
9	Legal fees (10 July 2023) (YY Lee)	\$4,000.00	\$0.00
10	Legal fees (25 May 2023) (Eden Law)	\$8,000.00	\$0.00
11	Legal Fees (15 May 2023) (YY Lee)	\$3,000.00	\$0.00
12	Legal Fees (20 May 2024) (Integro)	\$7,710.36	\$7,710.36
13	Legal Fees (26 May 2024) (Integro)	\$8,000.00	\$8,000.00
14	Legal Fees (29 May 2024) (Aspect Law)	\$1,000.00	\$1,000.00
Total		\$281,620.07	\$96,710.36

¹³⁵ D-2 at [269]

¹³⁶ Ibid

¹³⁷ Ibid

¹³⁸ D-2 at [271]

Applicable legal principles

116 **UZN v UZM [2020] SGCA 109** (“**UZN v UZM**”) sets out the principles which deal with situations when a party expends substantial sums when divorce is imminent¹³⁹, and before the time to divorce is imminent¹⁴⁰. Such values may be added into the pool, but not as a consequence of a lack of full and frank disclosure.

\$30,000.00 to Wife’s father

117 I note that the Husband sought request for discovery in respect of the \$30,000.00, requesting for documents and evidence of the transfer to the Wife’s father and his medical expenses incurred¹⁴¹. The Wife responded that she was not able to provide any evidence of transfer as the sum was paid in cash. She went on to detail what the funds were applied towards¹⁴². No further responses or submissions were provided by the Wife on this issue.

118 The question to determine, then, is whether divorce was imminent for parties in March 2023. I note that the Wife applied for a PPO on 21 March 2023. This followed a scuffle between the parties on 18 March 2023, after the Wife and children had returned from their trip to Kuala Lumpur. At the discovery hearing¹⁴³, the Wife submitted that divorce was imminent sometime in July 2023 after the PPO was granted. The AR hearing the summons found, based on the

¹³⁹ At [62]-[65]

¹⁴⁰ At [66]-[68]

¹⁴¹ P-2 pg 30-34 items 13 and 14

¹⁴² P2 pgs 3-39, items 13 and 14

¹⁴³ Held on 14 January 2025

Statement of Particulars (Amendment No. 1), that parties' marriage broke down by January 2023, where parties started sleeping separately after several arguments. As parties did not produce any evidence contrary to the finding, I accept that parties' marriage broke down sometime in January 2023.

119 Applying the principles of *UZN v UZM*, I am of the view that the sum of \$30,000.00 was expended when divorce was imminent, made unilaterally by the Wife, without the Husband's consent. Consequently, the sum of \$30,000.00 should be added back to the matrimonial pool.

\$50,000.00 + \$4,800.00 to Wife's aunt

120 The Wife produced her bank statements for her OCBC bank account ending-2001 for the period of September 2022 to September 2023 in her Compliance Affidavit¹⁴⁴. The Wife's bank account held approximately \$11,000.00 as at September 2022 and showed steady growth thereafter. On 16 January 2023, the Husband transferred \$20,000.00 to her account. From that point until mid-May 2023, the account balance fluctuated between approximately \$40,000.00 and \$82,000.00, until the Wife transferred \$50,000.00 to her aunt.

121 The transaction formed a substantial portion of the Wife's bank account – more than 75% of the monies in her bank account at the time of the transfer. However, no explanation on the nature of the transfer was given by the Wife. Having failed to provide a satisfactory account of this expenditure, I find that the sum of \$50,000.00 ought to be added back to the matrimonial pool.

¹⁴⁴ PS-2 pgs 220-237

122 The sum of \$4,800.00 was transferred by the Wife to her aunt on 20 May 2024¹⁴⁵. I note that there was an incoming transaction of the same amount by the Wife's aunt a week before, on 13 May 2024¹⁴⁶. I decline to add this sum to the matrimonial pool.

Withdrawals from parties' joint account over the past four years from 2020 to 2024

Loan of \$20,000.00 repaid by the Husband to the Wife in 2022

Loan interest of \$7,200.00 paid by the Husband to the Wife in 2022

123 The Husband alleged that the Wife had benefited or reimbursed herself as well as having sent money to third parties including her father and mother totalling \$107,217.71 over the four-year period of 2020 to 2024. The Wife also received \$20,000.00 in 2022 from the Husband as repayment for her loan to XXX Treasure, and another \$7,200.00 as interest¹⁴⁷. The Husband included a spreadsheet on how the sum of \$107,217.71 was obtained¹⁴⁸.

124 The Wife raised in her affidavits that in addition to using the monies in the joint account to pay for common expenses and making various investments, the Husband would withdraw monies from the joint account or request to borrow from her funds for business-related expenses¹⁴⁹. At one point in time, the Wife claimed that the Husband had \$110,000.00 in his possession¹⁵⁰.

¹⁴⁵ P-1 pg 129

¹⁴⁶ P-1 at pg

¹⁴⁷ D-2 at [269]

¹⁴⁸ D-2 pg 706

¹⁴⁹ P-1 at [58]; P-2 at [38]

¹⁵⁰ P-2 at pgs 399-402

125 It is undisputed that the parties made extensive use of the joint account during the marriage. Given the constant ebb and flow of funds through the joint account for household expenses, investments, and even for the Husband's business-related transactions, I am of the view that it would be unduly time-consuming and impractical for the court to trace each individual transaction and examine every entry to determine the precise contribution of each party. Furthermore, the Husband sought to clawback monies as far back as 2020, when the parties' relationship had not yet deteriorated.

126 For the reasons set out above, I decline to include these sums to the matrimonial pool.

Withdrawal of \$20,692.00 from parties' joint account

127 I note from the Wife's 2nd Ancillary Affidavit where she confirmed that she withdrew a sum of \$20,000.00 from the parties' joint account. The Wife's explained that the sum of \$20,000.00 was withdrawn to cover expenses incurred by the children for the period 9 December 2023 to 16 May 2024¹⁵¹. This was the period when the Wife and the children had moved out of the matrimonial home and before the interim order on maintenance was granted.

128 The Wife calculated a sum of approximately \$38,000.00 which she claimed as backdated maintenance for that period (see paragraph 171 below). I find that the sum was expended towards the children's expenses. Accordingly, I decline to add this sum back to the pool.

¹⁵¹ P-2 at [35], pgs 377-378

129 The Wife's position was that there was standing instruction for recurring monthly payments to the helper, which was cancelled after 16 May 2024¹⁵². As the sum is not substantial in the overall matrimonial assets, I decline to add it back to the pool.

Loan to D

130 This alleged loan to D was raised by the Husband in his request for interrogatories¹⁵³, which was responded to by the Wife¹⁵⁴. The evidence does not establish when this loan was made or the circumstances surrounding it. Given the lack of evidence that it was made in contemplation of divorce proceedings or with improper motive, I decline to add this sum back to the matrimonial pool.

Legal fees

131 Legal costs of matrimonial proceedings should be settled by the parties out of their own share of the matrimonial assets after division and not taken out of the matrimonial pool¹⁵⁵. Accordingly, the expended sums for legal fees paid to Integro and Aspect Law are to be added back to the matrimonial pool. I decline to add the expended sums for legal fees paid to YY Lee and Eden Law to the pool, as those were not, in the strict sense, part of the costs for these proceedings.

¹⁵² P-2 at [36]

¹⁵³ P-2 pg 35

¹⁵⁴ P-2 pg 39, 212-214

¹⁵⁵ **UZN v UZM** at [45]

Adverse inference against the Wife

132 In the Husband's 2nd Ancillary Affidavit, he contended that adverse inference should be drawn against the Wife for¹⁵⁶:

- (a) Dissipation of \$30,000.00 to her father.
- (b) Dissipation of \$54,800.00 to C.
- (c) Failure to declare contents of the matrimonial safe in her possession.
- (d) Continued refusal to provide CDP statements that relate to the months where there were transactions made.
- (e) Continued refusal to provide OCBC securities statements that relate to the months where there were transactions made.
- (f) Refusal in provision of unknown bank details in her name for incoming funds amounting to \$9,911.59 on 28 January 2023.
- (g) Failure to declare assets belonging to XXX Quartz amounting to more than \$10,000.00 in her name.
- (h) The breach of Draft Consent Order by transferring \$20,692.00 to her sole name bank account on 16 May 2024; and
- (i) Use of matrimonial asset as well as the Husband's personal monies for her legal fees.

¹⁵⁶ D-2 at [267-277]

133 However, in his submissions, the Husband contented only for adverse inference against the Wife’s non-disclosure of the XXX Quartz assets¹⁵⁷.

134 The Wife made no submissions in respect of the adverse inference claimed by the Husband against her.

135 **WRX v WRY and another matter [2024] SGHC(A) 22 (“WRX v WRY”)** at [38] sets out when adverse inference should be drawn:

38 It has been established in the judgments of the Court of Appeal that an adverse inference should only be drawn in AM proceedings where (see UZN at [18] and BPC v BPB and another appeal [2019] 1 SLR 608 (“BPC”) at [60]):

*(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 had some particular access to the information he is said to be hiding.*

There must be some evidence suggesting that the person has sought to conceal or deplete assets which should be included in the matrimonial pool (BOR v BOS and another appeal [2018] SGCA 78 at [75]). The adverse inference drawn is that the non-disclosing party has more assets that are not before the court and hence what is disclosed does not fully reflect the true extent of the material gains of the marital partnership which the court is to divide. Giving effect to the drawing of an adverse inference is thus necessary in order to counter the effects of the breach.

136 For completeness, it is established in **WRX v WRY** that sums the court notionally restores to the pool of matrimonial assts as a consequence of giving effect to an adverse inference should *not* be credited as the direct contributions of the party against whom the adverse inference was made¹⁵⁸.

¹⁵⁷ DWS-1 pg 32

¹⁵⁸ At [43]

137 In relation to the infringements listed at paragraph 133(a), (b), (h) and (i), I find no adverse inference to be drawn against the Wife as the Wife did not conceal these bank transactions.

138 In relation to the infringements listed at paragraph 133(c), (d) and (e), I find no adverse inference to be drawn against the Wife as the Husband's bare assertions are insufficient to satisfy the threshold for drawing such an inference.

139 I focus only on whether adverse inference ought to be drawn against the Wife for:

(a) Refusal in provision of unknown bank details in her name for incoming funds amounting to \$9,911.59 on 28 January 2023; and

(b) Failure to declare assets belonging to XXX Quartz amounting to more than \$10,000.00 in her name.

140 Clarification and/or request for documents in relation to the Wife's home business, XXX Quartz, were sent by the Husband's counsel to the Wife on 5 March 2025¹⁵⁹. The Wife's responded through her counsel¹⁶⁰ on the incoming funds amounting to \$9,911.59, stating that the money was previously loaned to her sister to acquire inventory for XXX Quartz. When the business ceased operations, the remaining balance was repaid to the Wife. The Wife's counsel also enclosed screenshots showing that XXX Quartz had been inactive since October 2022.

¹⁵⁹ P-2 pg 218

¹⁶⁰ P-2 pg 221

141 The Husband contended that due to the bank transfer, XXX Quartz still existed in 2023. Even if the business had ceased operation, the Wife failed to disclose XXX Quartz' assets¹⁶¹, its contribution to her personal wealth, as well as the existence of an unknown bank account¹⁶².

142 The Court has no sight of these correspondences nor further details on the correspondence between parties on XXX Quartz. Be that as it may, I find that the bank account from which the \$9,911.59 came from was held in the Wife's name¹⁶³ and not disclosed in her AOM. Consequently, adverse inference should be drawn against the Wife.

143 I decline to draw adverse inference against the Wife for the alleged non-disclosure of XXX Quartz assets. I accept that the Husband produced photographs of the alleged assets in support of his claim in his 2nd Ancillary Affidavit. However, as the photographs are undated, they do not assist the Court in determining whether the assets were acquired during XXX Quartz's period of operation or whether they remain in the Wife's current possession. I decline to draw an adverse inference on this basis.

Conclusion on the pool of matrimonial assets

144 I summarize the pool of matrimonial assets in the following table:

S/N	Description	Value
Joint Assets		
1	Net value of the matrimonial home at XX Kovan Rise #XX-XX Singapore XXXXX ("Kovan Rise")	\$756,106.25

¹⁶¹ D-2 pgs 673, 675-678

¹⁶² D-2 at [201]-[203]

¹⁶³ PS-2 pg 39

2	OCBC Easisave Account ending -3001 (as of 30 June 2024)	\$2.36
Sub-Total		\$756,108.61
Wife's Assets		
3	CPF monies (as of 10 June 2024)	\$230,832.08
4	OCBC ESPP Cash Account ending -1001 (as of 31 May 2024)	\$6,434.79
5	OCBC 360 Account ending -2001 (as of 31 May 2024)	\$18,098.18
6	DBS/POSB My Account ending -2851 (joint account with Wife's sister) (as of 31 May 2024)	\$0.27
7	DBS/POSB My Account ending -8792	\$0.00
8	OCBC Mighty Savers Account ending -1001 (joint account with elder son) (as of 31 May 2024)	\$4,877.98
9	OCBC Child Development Account ("CDA") ending -3001 (joint account with elder son) (as of 31 May 2024)	\$919.56
10	OCBC Child Development Account ("CDA") ending -6001 (joint account with younger son) (as of 31 May 2024)	\$536.85
11	Singlife MyWholeLifePlan II policy ending - 7514 (as of 5 June 2024)	\$7,451.49
12	Prudential health policy ending -3718 (as of July 2024)	No surrender value
13	Blue Chip Investment Plan Account ending - 6430 (as of 6 June 2024)	\$902.94
14	Cash given by the Wife to her father in March 2023	\$30,000.00
15	Transfer of money by the Wife to her aunt, C, on 22 May 2023	\$50,000.00
16	Legal Fees (20 May 2024) (Integro)	\$7,710.36
17	Legal Fees (26 May 2024) (Integro)	\$8,000.00
18	Legal Fees (29 May 2024) (Aspect Law)	\$1,000.00
Sub-Total		\$366,764.50
Husband's Assets and Liabilities		
19	OCBC 360 Account ending-0001	\$521.07

	(as of 30 June 2024)	
20	POSB eSavings Account ending -9575 (as of 30 June 2024)	\$8,770.44
21	POSB CPF Investment Account ending -9220 Keppel Reit (as of 30 June 2024)	\$22.68
22	POSB CPF Investment Account ending -9220 OCBC BK (as of 30 June 2024)	\$7,205.00
23	UOB Uniplus Account ending -1162 (as of 30 June 2024)	\$192.00
24	OCBC Investment Account ending -2430 (as of 1 July 2024)	\$20,347.28
25	Cash and Cash Equivalent	\$30,000.00
26	CPF monies	\$187,604.27
27	POSB CPF Investment Account ending -9220 Cash balance	\$0.00
28	Singlife My WholeLife Plan II policy ending - 7524	\$7,815.17
29	MINDEF & MHA Group Insurance Scheme	No surrender value
30	Toyota Estima bearing registration plate SJJXXXXG <i>\$24,500.00 attributed to the Wife will be counted towards her direct financial contribution</i>	\$24,500.00
31	XXX Treasure Pte Ltd	\$524,670.00
32	Loan from C	(\$30,000.00)
	Sub-Total	\$781,647.91
	Total pool of matrimonial assets	\$1,904,521.02

Approach for division

Division in dual-income marriages

145 It is not disputed that this is a dual-income marriage. As such, the structured approach set out in *ANJ v ANK* [2015] 5 SLR 1043 will apply.

Direct financial contributions

146 I set out parties' position on direct financial contributions to the matrimonial home below:

Wife's position¹⁶⁴

Contribution	Plaintiff (\$)	Defendant (\$)	Total (\$)
CPF (Principal)	336,001.95 (as of 10 Jun 2024)	244,842.56 (as of 25 Jul 2024)	580,844.51 (principal only)
CPF (Accrued interest)	36,179.57 (as of 10 Jun 2024)	30,540.42 (as of 25 Jul 2024)	
Cash (towards mortgage)	50% of monthly instalment of \$2,788.93 = \$1,394.46/month + 2,610.95 (for Jul and Aug 2024) = 49,634.95	50% of monthly instalment of \$2,788.93 = \$1,394.46/month 49,634.95	Approximately \$99,269.91 since Feb 2019
Renovation	50%	50%	
Total	385,636.90	294,477.51	680,114.42
Ratio of direct contribution	57%	43%	100%
	57% of \$975,616.57 = \$556,101.45	43% of \$975,616.57 = \$419,515.12	\$975,616.57

Husband's position¹⁶⁵

¹⁶⁴ WC-1; PWS-1 at [55]

¹⁶⁵ HC-3 at [11]

Contribution	Plaintiff (\$)	Defendant (\$)	Total (\$)
CPF (Principal)	338,968.87 (as of 29 Aug 2024)	244,842.56 (as of 25 Jul 2024)	583,811.43 (principal only)
CPF (Accrued interest)	37,709.00 (as of 29 Aug 2024)	30,540.42 (as of 25 Jul 2024)	
Cash (towards mortgage)	Using income apportion matter, (0.2319 x 95,352.00) = \$22,112.13 + 2,610.95 (Jul & Aug 2024) = \$24,723.08	Using income apportion matter, (0.7681 x 95,352.00) = \$73,239.87	97,962.95
Furniture and renovation	25,000.00	25,000.00 + 10,972.15 = 35,972.15	60,972.15
Total	388,691.95	354,054.58	\$742,746.53
Ratio of direct contribution	52.33%	47.67%	100%
	52.33% of \$958,661.24 = \$501,667.42	47.67% of \$958,661.24 = \$456,993.81	\$958,661.24

My decision

147 I find that parties' direct contributions towards the matrimonial flat are:

Contribution	Plaintiff (\$)	Defendant (\$)	Total (\$)
CPF (Principal)	338,968.87 (as of 29 Aug 2024 ¹⁶⁶)	244,842.56 (as of 25 Jul 2024)	583,811.43 (principal only)
CPF (Accrued interest)	37,709.00 (as of 29 Aug 2024)	30,540.42 (as of 25 Jul 2024)	

¹⁶⁶ P-1 pg 107

Cash towards mortgage)	50% contribution = \$49,634.95	50% contribution = \$49,634.95	Approximately \$99,269.91 since Feb 2019
Renovation	\$25,000.00	\$25,000.00	\$50,000.00
Total	\$413,603.82	\$319,477.51	\$733, 081.33
Ratio of direct contribution	56.42%	43.58%	100%
	56.42% of \$756,106.25 = \$426,595.15	43.58% of \$756,106.25 = \$329,511.10	\$756,106.25

148 I set out my basis in determining these figures:

(a) The Wife's CPF principal sum as of 29 August 2024 was used, as it is a later figure than her calculated CPF principal sum as of 10 June 2024.

(b) I find it appropriate to apply the broad-brush approach to determine equal cash contribution towards the flat by the parties. I adopt the value of \$99,269.91; and

(c) It is agreed that parties contributed 50% each to the furniture and renovation¹⁶⁷.

Summary of direct contributions

149 Parties' direct financial contributions are summarized as follows:

S/N	Description	Wife's contribution	Husband's contribution
Joint Assets			
1	Matrimonial home at XX Kovan Rise #XX-XX Singapore XXXXX ("Kovan Rise")	\$426,595.15	\$329,511.10

¹⁶⁷ D-1 at [29(b)]; P-2 at [20]

2	OCBC Easisave Account ending -3001 (as of 30 June 2024)	\$1.18	\$1.18
3	Wife's assets in her sole name	\$366,764.50	\$0
4	Husband's assets in his sole name	\$24,500.00 (for car)	\$811,647.91
5	Less: Husband's liabilities	\$0	(\$30,000.00)
Sub-Total		\$817,860.83	\$1,111,160.19
Total		\$1,929,021.02	
Ratio		42.4%	57.6%

Indirect contributions

150 Having assessed the parties' direct contributions, I turn now to assess the ratio for parties' indirect contributions.

151 This is an 11-year marriage with two children. The Wife submitted for indirect contributions of at least 80% to her¹⁶⁸; The Husband submitted for indirect contributions of 70% to him, 30% to the Wife¹⁶⁹.

152 The Wife submitted the following in support of her proposed ratio for indirect contributions¹⁷⁰:

(a) The Wife supported the Husband through his various employment, leading up to the ownership of XXX Treasure. While the Husband's career was uncertain at some point in time, the Wife held on a steady job for the past 18 years and counting.

¹⁶⁸ PWS-1 at [72]

¹⁶⁹ DWS-1 pg 31

¹⁷⁰ PWS-1 at [64]

(b) The Wife assisted the Husband in growing his business and even extended personal loans and loans from parties' joint account.

(c) As the Husband was engaged in his business pursuits, he was often busy and home late. This is evidenced by WhatsApp messages between parties¹⁷¹. The Wife had to juggle full-time employment in addition to taking care of the children's needs.

(d) When the Wife had milestone medical appointments (such as when she had a miscarriage or subsequently when she became pregnant), the Husband was not with her.

(e) The Wife has been the sole caregiver of the children since moving out of the matrimonial home.

153 I further observe that the Wife was heavily involved in administrative matters relating to the children's childcare centres/schools. She was the main point of contact and paid close attention to the feedback by the children's teachers.

154 Regarding the Wife's submission at paragraph 153(d) above, I note that the Husband had tendered the second half of the conversation with the Wife when she was admitted to the hospital for the planned abortion, that he made his way over to accompany the Wife¹⁷².

155 The Husband submitted the following in support of his proposed ratio for indirect contributions¹⁷³:

¹⁷¹ P-1 pgs 239-241

¹⁷² D-2 at [210], pg 708, *cf* with P-1 pgs 15, 233

¹⁷³ DWS-1 pg 27-31

- (a) The Husband's indirect financial contributions are approximated to the ratio of 70:30 in his favour, by averaging his contributions to the joint account and towards maintenance for the children.
- (b) The Husband had been the main caregiver since the birth of each child until December 2023, attending to all the children's needs at home, sending them to and from school and medical appointments; and
- (c) The Husband played a primary role in the upkeep of the matrimonial home(s).

156 I have considered the evidence before me, and I accept that the Wife's indirect contributions should be higher than the Husband's. The Wife has given a comprehensive account of how she has supported the family, both the Husband and the children, throughout the marriage. I am of the view that a ratio of 70:30 in favour of the wife is appropriate.

Average percentage contributions and request for uplift to Husband

157 As neither party has sought an adjustment to the relative weightage between direct and indirect contributions, equal weightage shall apply.

158 The Husband requested for an uplift of 0.5% in view of adverse inference drawn against the Wife¹⁷⁴. I agree with the Husband and include the uplift accordingly.

159 The ratio for direct and indirect contributions as follows:

	Wife	Husband
Direct contributions	42.4%	57.6%
Indirect contributions	70%	30%

¹⁷⁴ DWS-1 at pgs 31-32

Average ratio	56.2%	43.8%
Uplift of 0.5% to Husband	(0.5%)	+0.5%
Adjusted ratio	55.7%	44.3%
Share of matrimonial assets	\$1,060,818.21	\$843,702.81
Less: Assets held in each party's name	(\$366,764.50)	(\$781,647.91)
Each party to get:	\$694,053.71	\$62,054.90

Children maintenance

160 An order of interim maintenance has been in place since 16 May 2024:

(a) Pending the determination of the ancillary matters in FC/D 5152/2023, with effect from 17 May 2024 and thereafter by the 16th of each subsequent calendar month, the Defendant shall pay the Plaintiff S\$2,450 per month as interim maintenance for the children of the marriage, to be paid into the Plaintiff's designated bank account. The sum of S\$2,450 per month includes the following expenses incurred by the children:

- (i) S\$1,200 per month, being the Defendant's contribution to the children's living expenses.
- (ii) S\$900 per month, being the Defendant's contribution to the children's tuition / enrichment classes.
- (iii) S\$350 per month, being the Defendant's contribution to the domestic helper's expenses.

161 The Wife is seeking for¹⁷⁵:

¹⁷⁵ PWS-1 at [35]

- (a) The Husband to pay a monthly sum (to be apportioned in accordance with their relative income ratios) towards the maintenance of the children.
- (b) In addition to the fixed monthly sum, the children's education, enrichment/tuition and medical related expenses are to be borne by parties in their relative income ratio.
- (c) The Husband shall pay backdated maintenance since 8 December 2023.

162 Notwithstanding the order for interim maintenance, the Husband was prepared to pay \$1,850 as maintenance for the children¹⁷⁶. The Husband's position was that the parties' incomes are on par and hence, maintenance expenses for the children should be borne equally.

Parties' income

163 The Wife works as a relationship manager with Overseas-Chinese Bank Corporation Limited and earns a gross monthly income of \$7,350.00 and a net monthly income of \$5,336.00¹⁷⁷. As directed at the Ancillary Matters Hearing, the Wife tendered her IRAS Notice of Assessment ("NOA") for the year of assessment 2024. Having sight of the Wife's IRAS NOA for the year of assessment 2021 to 2023¹⁷⁸, I am of the view that the Wife's income is approximately \$8,000.00 per month.

¹⁷⁶ HC-2 at [3]

¹⁷⁷ P-1 pgs 3-4, 95-102

¹⁷⁸ P-1 at pgs 101-103

164 The Husband owns a retail shop selling luxury watches. He exhibited his employment contract stating his monthly salary as \$8,000.00 per month¹⁷⁹. The Husband tendered his IRAS NOA for the year of assessment 2025¹⁸⁰. His IRAS NOA for the year of assessment from 2021 to 2024 are also exhibited in his AOM¹⁸¹.

165 Prior to the incorporation of XXX Treasure as an exempt private company, XXX Treasure was run as a sole proprietorship. Business revenue fluctuates based on various market conditions and circumstances. Accordingly, I find it appropriate to determine the Husband's income by taking an average of his Notice of Assessments from 2021 to 2025. This calculates to approximately \$12,700.00 per month. Even if the Husband's income was assessed solely on his latest income statement, it calculates to approximately \$11,100.00 per month. I will take the higher sum of \$12,700.00 as the Husband's income to factor in additional forms of remuneration beyond his basic pay.

166 This translates to the ratio of 39% (rounded up from 38.65%) for the Wife and 61% (rounded down from 61.35%) for the Husband.

Children's expenses

167 I set out parties' positions on the children's expenses and my findings, with reasons explained:

¹⁷⁹ D-1 pgs 28-33

¹⁸⁰ HC-1, Annex D

¹⁸¹ D-1 pgs 39, 41, 43, 45

S/N	Expense	Wife's position ¹⁸² (\$)	Husband's position ¹⁸³ (\$)	Court's decision
1	Food and groceries	\$1,000.00	\$800.00	\$900.00 As parties are not too far apart in quantum, I adopt the average of both values
2	Clothing	\$180.00	\$50.00	\$50.00 I find that \$180.00 per month (i.e. \$90.00 per child) is excessive. I adopt the Husband's value
3	Medical / dental / supplements	\$180.00	\$65.00 (20 x 2 + 25)	\$90.00 I adopt Husband's calculation but revised for two children. (\$20 medical x 2 children + \$25 dental x 2 children)
4	Insurance	\$448.88	\$488.88	Excluded. Each party to continue paying for children's policies that they hold
5	Milk powder	\$200.00	\$0.00	\$0 I agree with the Husband that the younger son will be

¹⁸² PWS-1 at [42]

¹⁸³ DWS-1 at pgs 25-26

				weaning off milk, if not already
6	School expenses (books / stationary / trips etc)	\$100.00	\$10.00	\$100.00 I adopt the Wife's value as she would be familiar with the school expenses that the children incur
7	Transport	\$450.00	\$0.00	\$200.00 I find that \$450.00 per month (i.e. \$225.00 per child) is excessive
8	Pocket money	\$100.00	\$80.00	\$90.00 As parties are not too far apart in quantum, I adopt the average of both values
9	School fees	\$303.00	\$0.00	\$10.00 For Singapore citizens, primary school education is effectively free, with minimal miscellaneous fees charged monthly
10	Childcare	\$255.00	\$255.00	\$255.00
11	Children's tuition and enrichment classes	\$1,255.00	\$1,255.00	\$1,255.00
12	Entertainment	200	0	Disallowed. Each party to bear expenses

				when children are with them
13	Haircut	\$40.00	\$20.00	\$30.00 As parties are not too far apart in quantum, I adopt the average of both values
14	Tour and family outings	400	0	Disallowed. Each party to bear expenses on their own when children are with them
15	Domestic helper salary	\$461.33 (2/3)	\$625.00	\$461.33 I adopt the Wife's quantum
16	Levy	\$40.00 (2/3)	\$60.00	\$40.00 I adopt the Wife's quantum
Total				\$3,481.33

168 Based on the ratio set out at paragraph 166, the husband is to contribute \$2,125.00 (rounded up from \$2,123.61) (61%) per month. For completeness, the Wife is to contribute \$1,357.72 (39%).

Claim for arrears in children maintenance

169 The Wife claimed for arrears maintenance¹⁸⁴ for the following expenses she had paid solely:

¹⁸⁴ PWS-1 [43-45]

S/N	Period	Amount
1	September 2023 to April 2024	70% of children's piano lessons at \$504.00 per month = $0.7 \times \$504 \times 7 \text{ months} = \$2,469.60$
2	January 2024 to April 2024	Children's maintenance at \$3,929.25 per month = $\$3,929.25 \times 4 \text{ months} = \$15,717.00$
3	May 2024 to date of AM hearing (9 July 2025)	The difference between the sum of \$3,929.25 and \$2,450.00 = $\$1,479.25 \times 14 \text{ months} = \$20,709.50$
	Total	\$38,896.10

170 The Wife claimed that she did not wish to incur additional costs by taking up an interim application for maintenance, and was able and willing to wait until the ancillaries were heard.

171 On the same day that the interim maintenance orders were agreed, the Wife withdrew \$20,000.00 from the parties' joint bank account to cover expenses incurred by the children for the period 9 December 2023 to 16 May 2024¹⁸⁵. This was the period of approximately five months when the Wife and the children had moved out of the matrimonial home and before the interim order on maintenance was granted.

172 I accept that the Wife had to solely maintain the children during those five months. I also accept that the sum of \$20,000.00 can be taken to reimburse the Wife for Husband's share of the children's maintenance during that period, given that the Husband was not inclined to provide interim maintenance for the children, despite the Wife's request.

¹⁸⁵ P-2 at [35], pgs 377-378

173 However, I decline to allow the Wife's claim of \$38,896.10 for the following reasons:

- (a) The Wife cannot take the \$20,000.00 and seek the alleged full sum of arrears. This is akin to having two bites of the same cherry; and
- (b) I find that the sum of \$20,000.00 for the period of five months for two children is sufficient. This translates to \$2,000.00 per child per month, bearing in mind that this is a reimbursement of the Husband's share of maintenance.

Conclusion

174 Parties are to consider the implementation of the orders and address me on the issue of costs.

Jen Koh
District Judge

Mr Yu Gen Xian, Ryan (Aspect Law Chambers LLC)
for the Plaintiff.

Ms Luo Ling Ling and Mr Joshua Ho Jin Le (Luo Ling Ling LLC)
for the Defendant.

Annex A: Orders

By consent,

Spouse maintenance

- (1) There shall be no spousal maintenance for the Plaintiff and the Defendant.

Orders made,

Custody, care and control and access

- (2) Parties shall have joint custody of the children of the marriage, with care and control to the Plaintiff.
- (3) The Defendant shall have reasonable access as follows:

Regular access

- (a) Dinner access on a weekday night from 5.30pm to 7.30pm (to be mutually discussed if it is a fixed weekday or dependent on children's schedules). If parties are unable to agree, the default day shall be Wednesday.
- (b) Sundays from 11am to 7pm.

Public holiday and school holiday access

- (c) Alternate public holidays (save for Chinese New Year) from 11am to 7pm.
- (d) For school holidays, regular access is to continue.

- (e) Chinese New Year:
 - (i) Chinese New Year (“CNY”) Eve to alternate yearly (Children to be returned by 7pm).
 - (ii) If the Plaintiff has the children for CNY Eve, the Defendant will have access to the children on Day 1 from 9am to 4pm.
 - (iii) If the Defendant has CNY Eve access, he gets access to the children on Day 2 from 9am to 4pm.

Special day and birthdays access

- (f) Dinner access from 5pm to 8pm on the eve of the children’s birthday if it is on a weekday or on a Sunday.
- (g) Dinner access from 5pm to 8pm on the Defendant’s birthday if it is on a weekday or on a Sunday.
- (h) Dinner access from 5pm to 8pm on Father’s Day if it is on a weekday or on a Sunday.

Overnight and overseas access

- (i) Overnight access to the Defendant to commence 3 months after these access orders have been put in place on the last weekend of every month from Saturday 9pm to Sunday 7pm. Parties are to mutually discuss and agree on such additional overnight and overseas access with liberty to apply.

Handover

- (j) In respect of all the Defendant's access period, the Defendant shall be responsible for picking the children from and sending the children home to the Plaintiff's residence, save that where the Defendant's access period starts at a time where the children are in school or attending enrichment classes, he is at liberty to pick them up directly.

Access obligations

- (k) If the Defendant's access falls on Mother's Day and the Plaintiff's birthday, the Defendant shall not have access.
- (l) The Plaintiff shall take steps to facilitate the Defendant's access and shall not arrange for the children to enrol or participate in any non-school mandated extra-curricular activities which would take place during the Defendant's access period, without the Defendant's agreement or consent.
- (m) Any changes to be mutually discussed and agreed between parties in writing.
- (n) The access orders will be reviewed in 6 months.

Division of matrimonial assets

- (4) The parties' matrimonial assets shall be divided in the proportion of 55.7% to the Plaintiff and 43.8% to the Defendant.

- (5) The Defendant's rights, title and interests in the matrimonial flat at [address] shall be transferred to the Plaintiff within six months from the date of Final Judgment, with consideration of \$62,054.90 paid to the Defendant. The Defendant shall make a partial refund of this sum into his CPF account.
- (6) If the Plaintiff declines the right of first refusal to take over the matrimonial flat shall be sold in the open market within six months after the expiry of the date at paragraph (5) above. After deducting the outstanding loan and costs and expenses of the sale, the balance is to be divided between parties in the proportion of 91.8% to the Plaintiff and 8.21% to the Defendant. Parties shall refund their own CPF monies used, including accrued interest.
- (7) The Registrar / Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 is empowered to execute, sign or endorse all necessary documents relating to the matters contained in this order should either party fail to do so within seven days of written request being made to the party.
- (8) The joint account ending-3001 to be closed and the balance to be given to the Plaintiff.
- (9) The two Rolex watches shall be returned to the Defendant and safekept in his possession until each child attains the age of 21 years, at which time the watches shall be given to the respective children.
- (10) The Plaintiff shall retain all items in the safe.

- (11) Each party shall retain assets in his/her sole name.

Children maintenance

- (12) The Defendant shall pay a sum of \$2,125.00 per month as maintenance for the children with effect from 1 September 2025 and thereafter by the 1st of each calendar month. The sum shall be paid into the Plaintiff's designated bank account.
- (13) In addition to the monthly maintenance for the children, any future expenses relating to the children's medical, education or enrichment shall be borne in the ratio of 39% by the Plaintiff and 61% by the Defendant.

Annex B: Notes on calculation

These do not form part of the orders and are meant to illustrate the division of matrimonial flat

	Wife	Husband
Total matrimonial pool	\$1,904,521.02	
Final average ratio	55.7%	44.3%
Share of matrimonial assets	\$1,060,818.21	\$843,702.81
Less: Assets held in each party's name	(\$366,764.50)	(\$781,647.91)
Each party to get:	\$694,053.71 (91.8%)	\$62,054.90 (8.21%)
Net value of matrimonial flat:	\$756,106.25 (100%)	

- (1) Cleanest method of division: Matrimonial flat is transferred to Wife with consideration of \$62,054.90 paid to Husband. Husband to partially refund his own CPF of this sum.
- (2) If the matrimonial flat is to be sold in the open market. After deducting the outstanding loan and costs and expenses of the sale, the balance proceeds to be divided between parties in the proportions of 91.8% to the Wife and 8.21% to the Husband. Each party to refund his/her own CPF monies used.

Selling price of flat	\$1,800,000.00	
Less: Outstanding loan	(\$1,043,893.75)	
Less: Costs and expenses of sale	(\$20,000.00)	
Balance:	\$736,106.25	
	W to get: \$675,745.53	H to get: \$60,434.32
	Each party to refund CPF	Each party to refund CPF

Annex C: Affidavits and submissions filed for the Ancillary Matters hearing

S/N	Suit No.	Document title	Date of filing	Referred to as
1.	FC/D 5152/2023	Plaintiff's 1 st Affidavit of Assets and Means	2 Sep 2024	P-1
2.		Plaintiff's 1 st Affidavit of Assets and Means [redacted]	4 Feb 2025	P-1
3.		Defendant's 1 st Affidavit of Assets and Means	2 Sep 2024	D-1
4.		Affidavit of E	20 Feb 2025	G-1
5.		Plaintiff's 2 nd Ancillary Matters Affidavit	23 Apr 2025	P-2
6.		Defendant's 2 nd Ancillary Matters Affidavit	23 Apr 2025	D-2
7.		Plaintiff's 3 rd Ancillary Matters Affidavit	4 Jun 2025	P-3
8.		Defendant's 3 rd Ancillary Matters Affidavit	11 Jun 2025	D-3
9.	FC/SUM 3312/2024	Defendant's Affidavit in Support	15 Oct 2024	DS-1
10.		Plaintiff's Reply Affidavit	5 Dec 2024	PS-1
11.		Plaintiff's Compliance Affidavit	7 Feb 2025	PS-2
12.	FC/SUM 3415/2024 & 3422/2024	Defendant's Affidavit	30 Oct 2024	DS-2
13.		Plaintiff's Reply Affidavit	15 Nov 2024	PS-3
14.	FC/SUM 3596/2024	Plaintiff's Affidavit	25 Nov 2024	PS-4
15.		Defendant's Reply Affidavit	4 Dec 2024	DS-3
16.		Defendant's Supplementary Affidavit	23 Dec 2024	DS-4
17.		Defendant's Compliance Affidavit	7 Feb 2025	DS-5
18.	FC/SUM 1109/2025	Plaintiff's Affidavit	21 May 2025	PS-6

19.	FC/D 5152/2023	Plaintiff's Written Submissions	4 Jul 2025	PWS-1
20.		Defendant's Written Submissions	4 Jul 2025	DWS-1
21.		Defendant's AM Fact and Position Sheet	4 Jul 2025	DFPS-1
22.		Husband's counsel's letter to Court (Revised figures detailing parties' DFC)	9 Jul 2025	HC-1
23.		Husband's counsel's letter to Court (Children's maintenance)	9 Jul 2025	HC-2
24.		Wife's counsel's letter to Court (Wife's IRAS Notice of Assessment for 2024 & updated list of matrimonial assets)	25 Jul 2025	WC-1
25.		Husband's counsel's letter to Court (2021 Balance sheet, updated table of positions & financial documents for maintenance)	25 Jul 2025	HC-3
26.		Wife's counsel's letter to Court (HSA raid)	30 Jul 2025	WC-2