

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

**[2025] SGHCF 42**

Divorce (Transferred) No 4824 of 2022

Between

XNM

*... Plaintiff*

And

XNN

*... Defendant*

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**JUDGMENT**

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[Family Law — Matrimonial assets — Division]

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**XNM**

**v**

**XNN**

**[2025] SGHCF 42**

General Division of the High Court (Family Division) — Divorce  
(Transferred) No 4824 of 2022  
Tan Siong Thye SJ  
9 June 2025

15 July 2025

Judgment reserved.

**Tan Siong Thye SJ:**

### **Introduction**

1 The plaintiff (“the Wife”), aged 37, and the defendant (“the Husband”), aged 48, were married for just over 11 years. The Wife is a Russian, while the Defendant is a Belarusian. They have no children. The main issue in the ancillary matters hearing is the division of the parties’ matrimonial assets.

### **Background facts**

2 The Husband has been working in Singapore since 2008. The parties met in China in late 2009 and married on 11 November 2011. In 2014, the Wife relocated to Singapore with the Husband.

3 The Husband wholly owns and controls a company incorporated in Singapore (“the Holding Company”).<sup>1</sup> He also controls a wholly-owned subsidiary of the Holding Company (“the Subsidiary Company”).<sup>2</sup> He is the sole director of both companies.<sup>3</sup> The Wife was employed by the Holding Company from about 2015 or 2016 to 1 October 2022.<sup>4</sup>

4 The Wife commenced divorce proceedings on 17 October 2022 and interim judgment (“IJ”) was granted on 8 May 2023.

### **Division of matrimonial assets**

5 Section 112(1) of the Women’s Charter 1961 (2020 Rev Ed) (“WC”) empowers the court to divide the matrimonial assets “in such proportions as the court thinks just and equitable”. For this task, the court adopts a broad-brush but structured approach as explained by the Court of Appeal in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) (at [22]):

22 ... [T]he court could first ascribe a ratio that represents each party’s direct contributions relative to that of the other party, having regard to the amount of financial contribution each party has made towards the acquisition or improvement of the matrimonial assets. Next, to give credit to both parties’ indirect contribution throughout the marriage, instead of giving the party who has contributed more significantly than the other an “uplift” to his or her direct contribution percentage, the court should proceed to ascribe a second ratio to represent each party’s indirect contribution to the well-being of the family relative to that of the other. Using each party’s respective direct and indirect percentage contributions, the court then derives each party’s average percentage contribution to the family which would form the basis to divide the matrimonial assets.

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<sup>1</sup> Defendant’s affidavit filed on 2 August 2023 at p 27.

<sup>2</sup> Defendant’s affidavit filed on 2 August 2023 at p 42.

<sup>3</sup> Defendant’s affidavit filed on 2 August 2023 at pp 54 and 59.

<sup>4</sup> Defendant’s Core Bundle at pp 427–428.

Further adjustments ... may need to be made to the parties' average percentage contributions ...

6 I disagree with the Wife's submission that the *ANJ v ANK* approach here is unsuitable as it was a single-income marriage. This was a dual-income marriage for a large part of the marriage. The Wife was employed by the Holding Company, which was effectively carrying on the Husband's business. She does not dispute that she was paid a monthly salary of about \$8,000.

***Identification and valuation of matrimonial assets***

7 The parties do not hold any assets jointly. Section 112(10) of the WC defines the matrimonial assets which are to be divided:

(10) In this section, "matrimonial asset" means —

(a) any asset acquired before the marriage by one party or both parties to the marriage —

(i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or

(ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and

(b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,

but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

8 Generally, assets are identified as at the date of IJ but valued as at the date of the ancillary matters hearing: *BPC v BPB and another appeal* [2019] 1 SLR 608 at [26] and [43]. An exception exists for balances in bank and Central

Provident Fund accounts, which are to be valued as at the IJ date (*CLT v CLS and another matter* [2021] SGHCF 29 at [6]).

9 I find that the pool of matrimonial assets comprises the following:

| S/N                                  | Asset                            | Husband's position | Wife's position | Court's decision        |
|--------------------------------------|----------------------------------|--------------------|-----------------|-------------------------|
| <b>Wife's assets</b>                 |                                  |                    |                 |                         |
| 1                                    | UOB account ending 1080          | \$3,093.23         | \$3,093.23      | \$3,093.23 (undisputed) |
| 2                                    | OCBC account ending 6001         | \$1,363.19         | \$1,363.19      | \$1,363.19 (undisputed) |
| 3                                    | Jewellery and other luxury items | \$100,000          | \$0             | \$100,000               |
| <b>Subtotal (Wife's assets only)</b> |                                  |                    |                 | \$104,456.42            |
| <b>Husband's assets</b>              |                                  |                    |                 |                         |
| 4                                    | Alexandra Property               | \$883,535.60       | \$1,725,304.78  | \$1,237,521.17          |
| 5                                    | Newton Property                  | \$470,232.06       | \$1,146,000     | \$477,298.12            |
| 6                                    | Belarus Property                 | \$180,000          | \$220,000       | \$200,000               |
| 7                                    | UOB account ending 6119          | \$8,187.93         | \$8,187.93      | \$8,187.93 (undisputed) |
| 8                                    | UOB account ending 4299          | \$13.51            | \$13.51         | \$13.51 (undisputed)    |
| 9                                    | OCBC account ending 0001         | \$6,092.40         | \$6,092.40      | \$6,092.40 (undisputed) |

|                                         |                                                          |                |              |                          |
|-----------------------------------------|----------------------------------------------------------|----------------|--------------|--------------------------|
| 10                                      | OCBC account ending 7201                                 | \$0.55         | \$0.55       | \$0.55 (undisputed)      |
| 11                                      | CMBC account ending 9411                                 | \$311.97       | \$311.97     | \$311.97 (undisputed)    |
| 12                                      | ALFA BY accounts                                         | \$56,484.89    | \$56,484.89  | \$56,484.89 (undisputed) |
| 13                                      | UOB Kay Hian account ending 2867                         | \$44.13        | \$44.13      | \$44.13 (undisputed)     |
| 14                                      | Personal loan from Mr [B]                                | \$0            | \$1,474,000  | \$0                      |
| 15                                      | Personal loan from Mr [C]                                | (\$1,252,900)  | \$1,252,900  | \$0                      |
| 16                                      | Personal loan from Mr [D]                                | (\$1,639,482)  | \$96,000     | \$0                      |
| 17                                      | Personal guarantee for a sum owed by the Holding Company | (\$835,230.22) | \$835,230.22 | \$0                      |
| 18                                      | Personal grant for Wife's NAFA studies                   | (\$30,000)     | \$0          | \$0                      |
| <b>Subtotal (Husband's assets only)</b> |                                                          |                |              | <b>\$1,985,954.67</b>    |

*The Wife's jewellery and other luxury items*

10 The Wife argues that the jewellery and other luxury items were gifts when the parties were married, and hence not part of the pool of matrimonial

assets.<sup>5</sup> I disagree. Andrew Phang Boon Leong JA (as he then was) held in *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 (at [46] and [59(c)]) that “‘pure’ inter-spousal gifts will constitute part of the pool of matrimonial assets for division as they are not ‘gifts’ within the scope of s 112(10) [WC]”. The jewellery and other luxury items, which were given to the Wife by the Husband, are “pure” inter-spousal gifts which remain as matrimonial assets. The Wife accepts that some of these items were purchased by the Husband for her but chooses not to disclose information about the jewellery she owns. In the circumstances, I find in favour of the Husband who has stated in his affidavit that he had spent \$100,000 on these gifts to his wife.<sup>6</sup>

### *The Alexandra Property*

11 The parties’ matrimonial home was a property along Alexandra View (“the Alexandra Property”). The Wife asserts in the Joint Summary that the value of the Alexandra Property is \$2,783,000 but provides no explanation or evidence for this valuation. The Husband exhibits sale records of units similar to the Alexandra Property. A few months earlier, one similar unit located a few floors above the Alexandra Property was sold for \$2,650,000. I agree with the Husband that a fair indicative price for the Alexandra Property is \$2,630,000.

12 There is an outstanding mortgage loan on the Alexandra Property. The Husband has given evidence that, as at the date of the hearing, the outstanding amount of mortgage loan is \$1,003,668.38. This is an amount lower than that agreed between the parties in the Joint Summary. Adopting this amount would

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<sup>5</sup> Defendant’s affidavit filed on 21 March 2024 at p 41.

<sup>6</sup> Defendant’s affidavit filed on 28 May 2024 at para 44.

result in the net value of the Alexandra Property being higher than it would have been, had the latest evidence not been before the court. I commend the Husband and his counsel for the full and frank disclosure to ensure that the court can arrive at the valuation fair to both parties.

13 The Husband submits that a further deduction should be made on the valuation of the Alexandra Property, because of an outstanding term loan. The Husband's latest evidence shows that the outstanding balance on it is \$388,810.45. Again, this is lower than the \$406,033.40 stated by the Husband in the Joint Summary. I shall accept the outstanding term loan of \$388,810.45.

14 Accordingly, I find that the net value of the Alexandra Property is \$1,237,521.17, being \$2,630,000 less \$1,003,668.38 and \$388,810.45.

#### *The Newton Property*

15 The Husband owns another property along Newton Road ("the Newton Property"). The Wife submits that the property is valued at \$1,146,000 but has not explained how she valued the Newton Property at this amount. The Husband suggests that \$950,000 is a reasonable estimate of the value of the Newton Property. He exhibits a recent sale of a unit of the same size, three floors above the Newton Property in the same building, at an amount of \$990,000. In my view, \$990,000 is a fair valuation of the Newton Property. First, \$990,000 already represents a significantly depreciated value from the initial purchase price of \$1,148,000. Second, the Newton Property is a small one-bedroom apartment. Such apartments do not usually fetch a substantial premium, if at all, for being situated on a higher floor. After deducting the outstanding mortgage

loan<sup>7</sup> of \$512,701.88 from \$990,000, the net value of the Newton Property is \$477,298.12.

### *The Belarus Property*

16 The Husband also owns a property in Belarus (“the Belarus Property”). The Husband asserts that the value of the Belarus Property is \$180,000, while the Wife asserts that the value is \$220,000. There is no evidence from either party as to how they have arrived at their respective valuations. There are only documents relating to the *purchase* of the Belarus Property which are not in English and do not reflect its current market price. In the Joint Summary, the Husband indicates that the Belarus Property was purchased for about \$155,405. As the difference of the parties’ unsubstantiated valuation amounts is about \$40,000, I shall take the average of the parties’ valuation amounts, *ie*, \$200,000, as the value of the Belarus Property.

### *The alleged loans*

17 The Husband asserts that he presently owes Mr [C] a sum of \$1,252,900, and Mr [D] a sum of \$1,639,482. While liabilities incurred for the benefit of the family may reduce the total value of matrimonial assets, I find that the Husband has not proven that these loans exist. Of the total of \$1,639,482 owed to Mr [D], the Husband alleges that \$1,474,000 represents Mr [D] taking over, as creditor, another loan previously owed to Mr [B]. The remaining \$165,482 comprises numerous personal loans from Mr [D] to the Husband. The Husband alleges that the original loans of \$1,252,900 from Mr [C] and \$1,474,000 from Mr [B] arose when the two agreed to allow the Husband to withdraw those amounts from the Holding Company which they were allegedly entitled to. The narrative about

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<sup>7</sup> Defendant’s affidavit filed on 2 August 2023 at p 66.

the Husband owing moneys to Mr [C], Mr [D] and Mr [B] (collectively, referred to as “his friends”) is difficult to believe for the reasons given below.

18 First, the Husband’s evidence that Mr [B] and Mr [C] are entitled to the moneys in the Holding Company’s accounts is difficult to accept. The Husband says that they are entitled to share in the profits of the Holding Company, but they are not shareholders of the Holding Company. He did not provide sufficient details of any other arrangement giving rise to their entitlement to the profits of the Holding Company.<sup>8</sup> The two loan agreements exhibited<sup>9</sup> are brief and they do not directly corroborate the Husband’s case that the funds for the loans came from a “profit share” to which his friends were entitled. In fact, the loan agreements make no reference to “profit share” of Mr [B] and Mr [C] in the Holding Company.

19 The Husband argues that the underlying investment agreements were oral, but the loan agreements were written simply to confirm the Husband’s indebtedness to Mr [B] and Mr [C]. The Husband’s friends were content with a verbal investment agreement because of their long-standing relationship, and there were hence no documents to exhibit. I find the Husband’s case to be internally inconsistent with the fact that the loan agreements were written and executed formally. On the Husband’s own case, the outstanding sums owed to Mr [B] and Mr [C] were unchanged by the written loan agreements (which were simply meant to be written records of the loans). It is difficult to see why Mr [B] and Mr [C] would have been content with an informal commercial arrangement for almost five years, if they felt the need to ask the Husband to execute the written loan agreements.

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<sup>8</sup> Defendant’s affidavit filed on 2 August 2023 at para 32.

<sup>9</sup> Defendant’s affidavit filed on 2 August 2023 at pp 68 and 70.

20 Second, the withdrawals from the Holding Company’s accounts that the Husband exhibits in support of the existence of these loans are not conclusive of loan agreements between the Husband and his friends.<sup>10</sup> The withdrawals from the Holding Company merely show that the *Husband* received the moneys from the Holding Company. They do not show that Mr [B] and Mr [C] were entitled to those moneys in the first place.

21 Third, the affidavit filed by Mr [D] contains only bare assertions of the loan and the arrangement to assist the Husband to repay the loan due to Mr [B]. There is also no evidence of the transfer of the purported US\$1.1m (equivalent to S\$1,474,000) from Mr [D] to Mr [B] for the redemption of the purported loan owed to Mr [B] by the Husband.

22 Fourth, the evidence of Mr [C] in his affidavit filed on 28 May 2024, regarding the loan agreement, is inherently unbelievable for the following reasons:

(a) It makes little commercial sense that the Holding Company’s obligation to pay a commission of 30% of its profits to Mr [C] for referrals of suppliers should be perpetual.

(b) There is no evidence that the accounting spreadsheet sent by the Husband to Mr [C] was prepared or sent in 2019 as alleged. It is unbelievable that there are no records, such as e-mails, of the accounting spreadsheet being sent when Mr [C] himself deposed that he had “asked for accurate accounts for accounting purposes, for [his] company staff to record the amount due from [the Husband]”.

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<sup>10</sup> Defendant’s affidavit filed on 28 May 2024 at pp 63–158.

(c) It is difficult to accept that Mr [C], who generously forbore enforcement of his entitlement to the profits in the Holding Company for almost 11 years, is suddenly calling upon the loan this year.

23 Finally, I notice that the Husband, on his own account, went on numerous holidays, travelled luxuriously, and stayed in luxury resorts and hotels. This is inconsistent with someone who has purportedly large outstanding financial obligations to his friends.

24 For the foregoing reasons, I am unable to accept that the Husband owes \$1,474,000 to Mr [D], and \$1,252,900 to Mr [C]. As mentioned, the Husband claims that he owes Mr [D] a total of \$1,639,482 (see [17] above). This consists of \$1,474,000 (being the Singapore Dollars equivalent of the US\$1.1m owed to Mr [B], which Mr [D] allegedly redeemed on the Husband's behalf) and \$165,482 as direct personal loans to the Husband. I shall now deal with the remaining loan of \$165,482 allegedly due to Mr [D] from the Husband.

25 Mr [D] alleges that he loaned to the Husband seven amounts over a period totalling \$165,482. However, the evidence to support these purported loan amounts originate from the *Husband* rather than Mr [D]. Indeed, all the bank statements exhibited in *Mr [D]'s affidavit* are that of the Husband's and they merely show that the Husband *received* moneys which match the amounts of the alleged loan from Mr [D]. Crucially, the bank statements do not show that the moneys came from Mr [D]. Some of the payments even have stated purposes contrary to a loan. The description of the seven purported loan amounts received by the Husband are as follows:

- (a) \$90,000 received on 27 May 2022: The sender is stated as [X]. The transfer also states that it is for payment of an invoice.<sup>11</sup>
- (b) \$6,000 received on 1 June 2023: The sender is stated as [E].<sup>12</sup>
- (c) \$10,000 received on 19 July 2023: The sender is stated as [Y].<sup>13</sup>
- (d) \$20,000 received on 25 August 2023: The sender is stated as [Y]. The transfer is purportedly for business expense.<sup>14</sup>
- (e) \$21,680 received on 17 November 2023: The sender is stated as [Y]. The transfer is purportedly for allowance.<sup>15</sup>
- (f) \$15,802 received on 8 January 2024: The sender is stated as [Y]. The purpose of the transfer appears to be commission/allowance.<sup>16</sup>
- (g) \$2,000 received on 8 February 2024: There is no information on the transfer.<sup>17</sup>

The evidence does not show that any of the above transfers originated from Mr [D]. There is also no evidence that Mr [D] was the one who instructed payment from [X], [Y] or [E]. The transfers, which have an express purpose, suggest that the true nature of these payments was anything but a loan. In my

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<sup>11</sup> [D]'s affidavit filed on 22 April 2025 at p 6.

<sup>12</sup> [D]'s affidavit filed on 22 April 2025 at p 10.

<sup>13</sup> [D]'s affidavit filed on 22 April 2025 at p 15.

<sup>14</sup> [D]'s affidavit filed on 22 April 2025 at p 13.

<sup>15</sup> [D]'s affidavit filed on 22 April 2025 at p 16.

<sup>16</sup> [D]'s affidavit filed on 22 April 2025 at p 19.

<sup>17</sup> [D]'s affidavit filed on 22 April 2025 at p 22.

view, the Husband has failed to prove that there is a loan of \$165,482, or that such a loan is from Mr [D].

26 Therefore, the Husband is not allowed to deduct the purported loans from his friends as stated in S/N 14 to S/N 16 (see [9] above). However, the Wife's submission that these friendly loans received by the Husband should be added to the pool of matrimonial assets is misconceived. I have rejected the Husband's submission that he borrowed moneys from his friends. However, this does not mean that the purported amounts of the loans automatically fall within the pool of matrimonial assets.

27 Matrimonial assets are to be identified as at the date of the IJ. The moneys standing in the Husband's bank accounts have already been included in the pool of matrimonial assets. There is no evidence to suggest that the Husband had dissipated matrimonial assets. The Wife cannot insist that the moneys from the purported loans be included into the pool of matrimonial assets if, by the date of the IJ, those moneys had been partially or wholly spent. In so far as the moneys were spent on mortgage repayments, due credit has been given in the net value of the properties. However, if the moneys were spent on holidays or other living expenses, they are no longer matrimonial assets. The Wife has not shown that the moneys from the purported loans were matrimonial assets at the time of the IJ. The appropriate value for S/N 14 to S/N 16 is zero.

#### *The personal guarantee*

28 The Husband submits that there should be a deduction of \$835,230.22 due to a personal guarantee he has executed in favour of a supplier for goods delivered to the Holding Company. The guarantee is simply a contingent liability. Unless the creditor enforces a guarantee by making a claim or demand

under it, the surety's liability has not crystallised. In this case, as at the date of the IJ, the *Husband* is simply not liable to the supplier for any amount of money.

29 Further, the Husband has no evidence that the Holding Company has defaulted on payment or will default on payment, even after more than two years since the underlying invoice was issued by the supplier to the Holding Company. There is also no evidence on when the personal guarantee will ever be invoked due to non-payment by the Holding Company. Hence it is inappropriate to deduct the personal guarantee from the pool of matrimonial assets.

30 The appropriate value for S/N 17 is zero. It is also erroneous for the Wife to include the amount of the personal guarantee in the pool of matrimonial assets as it is a contingent liability. Even if the Husband has the *ability* to fulfil his obligations as guarantor, that does not mean that there is in reality an additional sum of \$835,230.22 of matrimonial assets to be divided.

#### *The guarantee for the NAFA grant*

31 The Husband submits that there should be a deduction of \$30,000 as he is a guarantor for a grant the Wife received for her studies at the Nanyang Academy of Fine Arts ("the NAFA grant"). Similar to the personal guarantee for the Holding Company's obligations, the guarantee for the NAFA grant is also a contingent liability. There should be no deduction in respect of the guarantee for the NAFA grant.

#### *The shares in the Holding Company*

32 The parties agree to exclude the shares in the Holding Company from the pool of matrimonial assets. There is no evidence on the valuation of these

shares. In any case, I note that the Holding Company has been making losses and is therefore of practically little to no value.

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

| <b>Subtotal for assets<br/>under Husband's<br/>name</b> | <b>Subtotal for assets<br/>under Wife's name</b> | <b>Subtotal for joint<br/>assets</b> |
|---------------------------------------------------------|--------------------------------------------------|--------------------------------------|
| \$1,985,954.67                                          | \$104,456.42                                     | \$0                                  |
| <b>Total: \$2,090,411.09</b>                            |                                                  |                                      |

#### ***Direct contributions***

34 The parties agree that the Wife did not make any direct financial contributions; the appropriate ratio for direct financial contributions is 100:0 in the Husband's favour.

#### ***Indirect contributions***

35 The Husband has only given evidence of his indirect financial contributions. In relation to the indirect *non-financial* contributions, the Wife's evidence is that she did the housework at home.<sup>18</sup> Although the parties employed a part-time helper, the Wife had to be responsible for the housework and supervision of the helper. I accept that the larger share of these responsibilities fell on the Wife. The Wife additionally argues that she had contributed to the Holding Company. But she was paid a comfortable salary of about \$8,000 a month while employed by the Holding Company.

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<sup>18</sup> Plaintiff's affidavit filed on 2 August 2023 at para 20(a).

36 In relation to the indirect financial contributions, I find that the Husband contributed more than the Wife. This is unsurprising since he earned more money from the business than the Wife. He also gave unchallenged evidence that he paid for frequent holidays for both parties as well as utilities for the matrimonial home, and provided financial support to the Wife's mother. In the circumstances, the appropriate ratio for indirect contributions of the parties is 50:50.

***Overall contribution ratio***

37 There is no reason why the direct and indirect contributions ratios should not be accorded equal weight here. The Husband refers to two cases: *WUI v WUJ* [2024] 5 SLR 979 ("*WUI v WUJ*") and *UDL v UDM* [2017] SGFC 77 ("*UDL v UDM*"). In *WUI v WUJ*, the court applied a 20:80 weightage in favour of direct financial contributions. I find that the present case is distinct from *WUI v WUJ*. First, in *WUI v WUJ*, although the marriage lasted just under 11 years, for the purposes of determining the weight to be placed on the respective contribution ratios, the court considered the marriage to have been only eight and a half years (see *WUI v WUJ* at [44] and [69]). This was because the parties lived completely separate lives towards the end of their marriage. Second, the court in *WUI v WUJ* (at [72]) took into account the fact that the parties were "assisted greatly by domestic helpers, and that the parties did not invest much into building a shared life together". However, the parties here had a single *part-time* helper, and were much more invested in their shared future during the term of their marriage.

38 The Husband also relies on *UDL v UDM*. The Family Court in that case appears to have applied a broad-brush approach to a single-income childless marriage, and divided the matrimonial assets in the ratio of 95:5 in favour of

the husband, who was the sole breadwinner. The Husband pointed out that, on appeal, the High Court increased the wife's share to 12%: see *WHM v WHN* [2018] SGHCF 2 at [16]. The High Court did not comment on the approach taken by the Family Court below. However, in the present case, it was largely a dual-income marriage, and the *ANJ v ANK* approach applies (see [6] above).

39 The present case has greater similarity to *WAS v WAT* [2022] SGHCF 7 ("*WAS v WAT*") (which was referred to in *WUI v WUJ* at [73]) than the two cases cited by the Husband. In *WAS v WAT*, the parties were married for 11.5 years with no children, and the court did not adjust the weightage for the direct and indirect contributions. In the present case, the marriage was of similar length of just over 11 years, with no children. In my view, the direct and indirect contributions should be accorded equal weight. In this case, I have found that the Wife has not made any direct contributions (see [34] above). Hence, to give a greater weightage to the direct contributions will be giving undue weight to and excessively favouring the Husband's direct contributions. At this juncture, the ratio of the overall contributions is 75:25 in favour of the Husband.

40 The Husband argues that the court should draw an adverse inference against the Wife for failing to disclose bank statements of her account with DBS Bank Ltd. Adverse inferences are appropriate where there is a substratum of evidence that establishes a *prima facie* case against the person whom the inference is to be drawn, and that person must have had some particular access to the information he or she is said to be hiding: *UZN v UZM* [2021] 1 SLR 426 at [60]. I agree with the Husband that the Wife has not made full and frank disclosure regarding her DBS Bank account. First, the existence of the DBS Bank account was not disclosed, despite it being specifically sought by the Husband. It was only when there was clear evidence of the existence of the DBS Bank account, from documents in separate civil proceedings, that the Wife

admitted the existence of the DBS Bank account. Second, the Wife only disclosed the last bank statement revealing the closure of the DBS Bank account. Not a single prior bank statement is disclosed, despite the Husband specifically requesting for them *and* despite those statements being material and relevant in relation to the identification and valuation of the matrimonial assets.

41 I draw the adverse inference against the Wife that she had savings in the DBS Bank account, which may have since been transferred out. The quantification approach is not appropriate in this case as there is insufficient information to make an assessment of the value of the moneys in the undisclosed DBS Bank account. Adopting the uplift approach, I adjust the ratio for the division of the matrimonial assets by 5% in favour of the Husband. This results in a final ratio of 80:20 in favour of the Husband.

### **Maintenance**

42 The Wife “is not seeking monthly spousal maintenance on top of asset division, *provided* that the division of assets adequately provides for her moving forward”. The Husband argues that the Wife is not entitled to any maintenance.

43 The power to order maintenance is supplementary to the power to order division of matrimonial assets: *ATE v ATD and another appeal* [2016] SGCA 2 at [33]. I wish to mention that in my deliberation on the division of the matrimonial assets I am mindful that I shall not be making an order on maintenance for the Wife. Given my decision on the division of matrimonial assets above, the Wife will have more than \$400,000 in assets. She is well-educated and young. She should have no problem seeking employment in Singapore or in Russia. I make no order on maintenance.

**Conclusion**

44 I award the Wife 20% and the Husband 80% of the matrimonial assets.  
The Wife is not entitled to maintenance from the Husband.

Tan Siong Thye  
Senior Judge

Manickam Kasturibai (East Asia Law Corporation) for the plaintiff;  
Chhabra Vinit (Vinit Chhabra Law Corporation) for the defendant.

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