

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

**[2025] SGHCF 27**

Divorce (Transferred) No 4531 of 2023

Between

XKT

*... Plaintiff*

And

XKU

*... Defendant*

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**JUDGMENT**

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[Family Law — Matrimonial assets — Division — Court drawing adverse inference for failure to make full and frank disclosure]

[Family Law — Maintenance]

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**XKT**

**v**

**XKU**

**[2025] SGHCF 27**

General Division of the High Court (Family Division) — Divorce  
(Transferred) No 4531 of 2023

Valerie Thean J

13 February, 14 April 2025

30 April 2025

Judgment reserved.

**Valerie Thean J:**

### **Introduction**

1 This judgment deals with parties' ancillary issues following upon interim judgment for their divorce. The issues at hand are the division of their matrimonial assets, spousal maintenance, and child maintenance.

2 The plaintiff (the "Mother") is aged 49 and the defendant (the "Father") is aged 48.<sup>1</sup> They married on 22 February 2000 and their sons are C1, aged 21; C2, aged 17; and C3, aged 13 (the "Children").<sup>2</sup> The Mother informed the Father

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<sup>1</sup> Joint summary of parties' positions filed on 31 January 2025 ("Joint Summary") at p 1.

<sup>2</sup> Joint Summary at pp 1 and 3.

about her wish for divorce sometime in April 2023.<sup>3</sup> She commenced divorce proceedings on 20 September 2023.<sup>4</sup> The claim and subsequent counterclaim were granted on an uncontested basis, and interim judgment dissolving the marriage was granted on 24 January 2024 (the “IJ Date”).<sup>5</sup>

### **Division of matrimonial assets**

3 I deal, first, with the matrimonial pool.

### ***Undisputed issues and assets***

4 Parties agree that the date for ascertaining the matrimonial pool is the IJ Date.<sup>6</sup> The date agreed for assessing the value of assets is the IJ Date in relation to the CPF and bank accounts; 16 January 2025 for the matrimonial property; and 30 September 2024 for all other assets.<sup>7</sup> The exchange rate to be applied for Singapore dollar (“S\$”) to Australian dollar (“A\$”) as of the IJ Date is S\$0.8831:A\$1.<sup>8</sup>

5 The undisputed matrimonial assets sum up to S\$1,100,362.29, comprising assets worth S\$545,931.83 held in their joint names; S\$203,147.97 held in the Father’s name; and S\$351,282.49 held in the Mother’s name.

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<sup>3</sup> Plaintiff’s Written Submissions (“PWS”) at para 23(d)(ii); Defendant’s Written Submissions (“DWS”) at para 10.

<sup>4</sup> PWS at para 2; DWS at para 11.

<sup>5</sup> See Interim Judgment dated 24 January 2024 (FC/IJ 953/2024).

<sup>6</sup> Joint Summary at p 4; PWS at para 16(a); DWS at para 54.

<sup>7</sup> Joint Summary at pp 4–5.

<sup>8</sup> Joint Summary at p 4.

***Disputed assets***

6 The dispute is largely centred on the Father’s business, and I first deal with this before coming to the lower-value miscellaneous items.

***Business-related disputes***

7 The Father is presently the sole listed director and shareholder of [B] Pte Ltd, a Singapore company set up in 2016 with a business partner (referred to in this judgment as the “BP”).<sup>9</sup> [B] Pte Ltd is in the business of procuring beef products from Australian cattle farmers and/or abattoirs and selling the products to distributors in Asia. Parties dispute how [B] Pte Ltd should be valued. The Mother further contends that the Father’s business interests with the BP are much wider than the interests in [B] Pte Ltd that he has disclosed.

8 The Father suggests the following deductions from the matrimonial pool:

(a) The sums of A\$130,121.56 (or S\$114,910.35) held in the UOB [4732] Account (the “4732 Account”) and S\$46,870.37 held in the UOB [2334] Account (the “2334 Account”) which he contends belongs to [B] Pte Ltd.

(b) The liability of A\$76,695.23 (or S\$67,729.56) which the Father contends is owing on a loan from the BP.

9 The Mother refutes any deduction and maintains, in contrast, that the following should be included in the matrimonial pool:

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<sup>9</sup> PWS at para 5; DWS at para 2.

(a) A\$400,000 (or S\$353,240) which the Father dissipated to the BP from the Commonwealth Bank of Australia (“CBA”) [0092] Account (the “0092 Account”), which is under the Father’s name.

(b) S\$83,000 which the Father dissipated to the Mother’s cousin, [D], from the 2334 Account.

10 The burden of proof is on the party making the respective assertion: see *USB v USA and another appeal* [2020] 2 SLR 588 at [31]–[32].

11 I first deal with the issues listed at [8]–[9] above before I consider, in context, the valuation of [B] Pte Ltd.

(1) Disputed funds in the bank accounts

12 There are two categories of accounts relevant in this section. The first has its origin in a UOB [8498] Account (the “8498 Account”) registered under parties’ joint names. On 26 June 2023, A\$130,087.42 was transferred from the 8498 Account into the 4732 Account, which is in the Father’s sole name.<sup>10</sup> Therefore, these two accounts, the 8498 Account and the 4732 Account, should be considered together.

13 The Father submits that the 8498 Account was used by [B] Pte Ltd for business operations and therefore should be excluded from the matrimonial pool.<sup>11</sup> The Father explains that all transactions pertaining to [B] Pte Ltd were conducted using the account up until 26 June 2023.<sup>12</sup> Further, investment

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<sup>10</sup> CB.V.3214; PWS at para 22(c).

<sup>11</sup> DWS at paras 64–65.

<sup>12</sup> DWS at para 68; CB.III.863–864.

monies amounting between A\$200,000 and A\$220,000 from the BP to [B] Pte Ltd were transferred to the 8498 Account in June 2016.<sup>13</sup>

14 The Mother, on the other hand, while accepting that an initial deposit from the BP went into the 8498 Account<sup>14</sup> and that the account was used to invoice Taiwanese distributors, denies that it was used for other business transactions.<sup>15</sup> Her position is that the 8498 Account was used to receive monies in A\$ from the 0092 Account and those monies were then transferred into the UOB [0465] Account, which is used for their daily expenses.<sup>16</sup> [B] Pte Ltd has its own corporate bank account.<sup>17</sup> As the monies in the 8498 Account had been used freely for the family's benefit, they could not have belonged to [B] Pte Ltd.<sup>18</sup>

15 In my view, the Father has not proved that the monies in the 8498 Account and the 4732 Account belong to [B] Pte Ltd. While the 8498 Account was used to invoice Taiwanese distributors, it has also been continually used by the family for their own purposes. In the chat logs between the Father and the Mother where the Father requested, on several occasions, for the Mother to transfer A\$50,000 from the 8498 Account,<sup>19</sup> neither party treated the monies in the account as belonging to [B] Pte Ltd. When the Mother informed the Father that “[w]e have AUD \$100k now in Singapore” and characterised the 8498

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<sup>13</sup> DWS at para 66; CB.III.1027–1028.

<sup>14</sup> PWS at para 23(c).

<sup>15</sup> CB.IV.2539–2540.

<sup>16</sup> PWS at para 23(c).

<sup>17</sup> CB.II.645 at para 83.

<sup>18</sup> CB.II.646–647.

<sup>19</sup> CB.II.787–804.

Account as “our” account, the Father did not object to this characterisation and did not clarify otherwise.<sup>20</sup>

16 I therefore add the value of the 4732 Account as of the IJ Date (A\$130,121.56 or S\$114,910.35)<sup>21</sup> to the matrimonial pool. For completeness, the small sum remaining in the 8498 Account as of the IJ Date (S\$3.98) should also form part of the matrimonial pool. To be clear, while the Mother proposed to add A\$130,087.42 to the matrimonial pool to account for the transfer from the 8498 Account to the 4732 Account,<sup>22</sup> this would be duplicative and I do not do so. The transfer is *not*, in and of itself, a dissipation from the matrimonial pool, as the 4732 Account nonetheless belongs to the Father. The appropriate method would be to attribute the sum in the 4732 Account at the date agreed by parties (S\$114,910.35) to the matrimonial pool.

17 The second category relates to funds originating from the UOB Unit Trust Account [0078] (the “Unit Trust Account”) which was registered under the parties’ joint names. The Unit Trust was redeemed on 23 June 2023 and that sum was later deposited into the 2334 Account, which is in the Father’s sole name, on 3 July 2023.<sup>23</sup> I therefore consider the Unit Trust Account and the 2334 Account together.

18 The Father’s case is that the monies in the Unit Trust Account originated sometime in or around May or June 2016 as an investment from the BP in [B]

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<sup>20</sup> CB.II.791.

<sup>21</sup> CB.I.362.

<sup>22</sup> PWS at para 22(c).

<sup>23</sup> CB.V.3381; PWS at para 22(b).

Pte Ltd.<sup>24</sup> The BP averred in an affidavit that he had invested between A\$200,000 and A\$220,000 sometime in May or June 2016. That sum was first transferred into the 0092 Account and subsequently transferred to the 8498 Account. A portion of that sum was then placed in the Unit Trust Account.<sup>25</sup> Likewise, the Father's case appears to be that the monies in the Unit Trust Account are held on trust for [B] Pte Ltd.

19 The Mother's position is that the Unit Trust Account was a joint investment account opened using parties' savings and established sometime around February 2015,<sup>26</sup> before [B] Pte Ltd was incorporated in June 2016.<sup>27</sup>

20 The Father has not discharged his burden of proof. First, there is no evidence that the monies in the Unit Trust Account came from the BP. The partnership agreements referred to do not disclose any such arrangement between the Father and the BP.<sup>28</sup> It seems that they were punctilious enough to enter into written partnership agreements, but not include any reference to investment sums within the agreements. The Father said that, due to the passage of time, he could not provide bank statements before 2016 to prove the provenance of the monies in the Unit Trust Account.<sup>29</sup> That excuse does not discharge his burden of proof.

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<sup>24</sup> DWS at para 69; CB.III.863–864.

<sup>25</sup> CB.IV.2897.

<sup>26</sup> PWS at para 23(b).

<sup>27</sup> CB.I.27.

<sup>28</sup> CB.IV.2904–2909.

<sup>29</sup> DWS at para 69.

21 Second, it is not disputed that dividends from the Unit Trust Account were applied for the family's benefit.<sup>30</sup> The Father explains that he had sought the BP's permission to use dividends and income generated from the Unit Trust Account to pay for family expenses.<sup>31</sup> There is, however, no contemporaneous evidence of the BP giving such permission. The Father explains that most conversations took place in-person or over the telephone. Further, he had changed his mobile phone in end-2022 or early-2023 and lost the messages with the BP as he failed to back up his messages.<sup>32</sup> The BP, on his part, filed an affidavit but did not furnish any evidence of contemporary conversations. No doubt he would have had access to such messages as well. The Father's explanation is thus not persuasive.

22 Lastly, the Mother's documents reflect that the Unit Trust Account existed before [B] Pte Ltd's incorporation in June 2016. The Mother produced a letter from UOB relating to a dividend payment of S\$929.14 from the Unit Trust Account dated 8 October 2015. The letter supports the Mother's case that the Unit Trust Account was set up in or around February 2015.<sup>33</sup> Further, the Mother furnished a statement of account from UOB dated April 2016 showing that the Unit Trust Account already had an indicative valuation of S\$182,641.72 at that time.<sup>34</sup> The dividend paid out in October 2015 is also largely consistent with the dividends of S\$800 to S\$1,000 paid out over the years.<sup>35</sup> This reflects

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<sup>30</sup> CB.II.648.

<sup>31</sup> CB.III.864.

<sup>32</sup> CB.V.3425 at s/n 7.

<sup>33</sup> CB.IV.2570.

<sup>34</sup> CB.IV.2571–2572.

<sup>35</sup> CB.IV.2536 at para 21.

that the amount in the Unit Trust Account, which was set up in February 2015, remained at substantially the same level.

23 I therefore reject the Father's assertion that the Unit Trust Account comprised investment monies from the BP.<sup>36</sup> As the funds in the Unit Trust Account (S\$155,134.78) were not held on trust for [B] Pte Ltd or the BP and were redeemed to the 2334 Account, the funds in the 2334 Account as of the IJ Date (S\$46,870.37) should be attributed to the matrimonial pool. While the Joint Summary lists the value of the 2334 Account as S\$46,707.77 as of the IJ Date,<sup>37</sup> this is a typographical error. At the IJ Date, the balance reflected is S\$46,870.37.<sup>38</sup> Similar to the Mother's contention regarding the first category, the Mother proposed to add S\$155,134.78 to the matrimonial pool.<sup>39</sup> Again, I decline to do so. The transfer of funds from the Unit Trust Account to the 2334 Account does not constitute a dissipation from the matrimonial pool as the 2334 Account belongs to the Father. I have already attributed the S\$46,870.37 in the 2334 Account as of the IJ Date to the matrimonial pool. The shortfall between S\$155,134.78 and S\$46,870.37 is partially accounted for by the Father's transfer to [D], the Mother's cousin, which is the subject of a separate allegation of dissipation discussed at [32]–[34] of this judgment.<sup>40</sup>

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<sup>36</sup> CB.III.863.

<sup>37</sup> At p 8, s/n x.

<sup>38</sup> CB.I.361.

<sup>39</sup> PWS at para 22(b).

<sup>40</sup> PWS at para 22(a).

(2) Loans from the BP to the Father

24 The Father contends that he owes A\$76,695.23 (or S\$67,729.56) to the BP and that sum should be deducted from the matrimonial pool as a result.<sup>41</sup> While the Father lists the Singapore dollar value as S\$66,970.27,<sup>42</sup> applying the agreed exchange rate yields S\$67,729.56 and this is the figure I use. The Father explains that his business suffered during the COVID-19 pandemic. As the initial partnership agreement between the Father and the BP did not prescribe a fixed income for the Father,<sup>43</sup> he later agreed to a revised partnership agreement. Under this revised partnership agreement, he would hold 60% of the shares in [B] Pte Ltd on trust for the BP (an increase from the BP's original shareholding of 30% under the initial partnership agreement) and would be paid a "consulting fee and allowance" of A\$1,000 per month when he was not travelling for work and A\$3,000 per month when he was.<sup>44</sup> Despite this revised partnership agreement, he had to borrow monies from the BP to pay for household expenses (including the Mother's parents' expenses and the Children's expenses) and to meet the Mother's demands.<sup>45</sup> The BP, in his affidavit, confirms the Father's account.<sup>46</sup>

25 The Mother denies the existence of any loans from the BP.<sup>47</sup> The Mother suggests that the monies transferred from the BP to the Father were not loans,

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<sup>41</sup> CB.I.459.

<sup>42</sup> DWS at para 104.

<sup>43</sup> CB.I.469–471.

<sup>44</sup> CB.I.460–462.

<sup>45</sup> CB.I.312–314.

<sup>46</sup> CB.IV.2900–2901.

<sup>47</sup> CB.II.656–658; CB.IV.2561–2562.

but were payments of income or share of profits, as the BP was likely holding the Father's share in various Australian assets.<sup>48</sup> Moreover, the Father's conduct belied any assertion as to his financial difficulty.<sup>49</sup>

26 I am not persuaded that the BP lent the Father any money.

27 First, there is no documentary evidence showing the existence of any loan arrangements. The Father furnishes a statement of account purportedly detailing the loans from and repayments made to the BP (the "Statement of Account").<sup>50</sup> The Statement of Account shows that the Father had borrowed A\$481,695.23 between December 2020 and May 2023, with a balance of A\$76,695.23 left to be repaid. However, when the Mother asked for the native soft copy of the Statement of Account to review the document's metadata, the Father explained that the document was with the BP and not in his possession, custody or power.<sup>51</sup> The Father explains that there is no documentary evidence because most conversations took place in-person or through telephone calls.<sup>52</sup> I find the Father's explanations incredible. Without the native soft copy of the Statement of Account, it is impossible to determine the document's authenticity. Given the close relationship between the Father and the BP, the BP would not have withheld the digital soft copy had the Father asked for it. Further, it is implausible that, over the course of December 2020 to May 2023 with multiple occasions where sums were purportedly lent, there would not be any contemporary conversations or discussions in writing that could attest to the

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<sup>48</sup> CB.II.656 at para 100.

<sup>49</sup> CB.II.656.

<sup>50</sup> CB.I.459.

<sup>51</sup> CB.IV.2537 at para 25.

<sup>52</sup> CB.IV.2901 at para 21.

existence of the loans. Neither the Father nor the BP exhibited any contemporaneous communications that were relevant to the loans or the Statement of Account.

28 Second, the Statement of Account is not coherent for the following reasons:

(a) The Father contradicted himself on a payment of A\$22,000 on 14 June 2022 reflected in the Statement of Account. He initially described it to be a commission but now says (as his case is that he did not manage to make any sales) that it was a travel allowance for the period of May 2022 to November 2022.<sup>53</sup> The Mother argues that, even assuming that the Father received A\$3,000 for each of the seven months, his allowance would only total up to A\$21,000 and not A\$22,000.<sup>54</sup> Its lump sum nature is more in keeping with a commission.

(b) Payments of A\$3,000 shown in the Statement of Account as “consulting fee and allowance” were made only starting in September 2023, after the commencement of the divorce proceedings.<sup>55</sup> Moreover, the consulting fee purportedly paid to the Father amounted only to A\$1,000 per month in 2020 and 2021, even though the Father was overseas for much of that period and he should have been paid A\$3,000 per month in accordance with the revised partnership agreement.<sup>56</sup>

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<sup>53</sup> CB.IV.2530–2531 at paras 9–11.

<sup>54</sup> CB.IV.2531 at paras 12(a) and 12(b).

<sup>55</sup> CB.IV.2533 at para 12(c)(v).

<sup>56</sup> CB.IV.2532 at para 12(c)(ii).

(c) Various terms in the Statement of Account such as “consulting fee”, “expense claim”, “allowance” and “consulting fee and allowance” have not been used consistently.<sup>57</sup>

29 Third, the Father’s conduct in managing his funds did not indicate any need for a loan or use of the incoming monies for his family’s expenses:

(a) Although money borrowed for a specific purpose would likely be transferred or withdrawn, this was not what happened to the monies loaned from the BP. For example, according to the Statement of Account, the Father borrowed A\$8,149.98 on 30 December 2020.<sup>58</sup> This was paid into the Father’s 0092 Account.<sup>59</sup> This sum was, however, not immediately withdrawn from the 0092 Account as one would expect monies borrowed for expenses would be. Instead, the sum was left in the 0092 Account and the next withdrawal from the 0092 Account to the Singapore bank accounts would be around two years later, in late 2022.<sup>60</sup> Furthermore, according to the Statement of Account, the Father borrowed A\$129,106 from September 2022 to November 2022.<sup>61</sup> These monies were first paid into the 0092 Account. They were then transferred on the same day to the CBA [0631] Account (the “0631 Account”), a savings account, and not to a Singapore bank account.<sup>62</sup> The monies were then subsequently transferred in various tranches from

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<sup>57</sup> CB.IV.2531 at para 12(c)(i).

<sup>58</sup> CB.I.459.

<sup>59</sup> CB.III.2483.

<sup>60</sup> CB.III.2502.

<sup>61</sup> CB.I.459.

<sup>62</sup> CB.III.1172–1179.

the 0631 Account to the 0092 Account and then on to a Singapore bank account.

(b) The Father had in his possession significant funds at the time the purported loans were made. There appeared to be no need for him to take loans to fund his family's expenses. On 6 September 2022, before the asserted loans were obtained from the BP, the Father had more than A\$80,000 in his 0092 Account and this sum was later transferred into the 0631 Account.<sup>63</sup>

30 I therefore do not make any deduction from the matrimonial pool for any loans due to the BP.

(3) Dissipation of assets to the BP

31 The Mother's assertion that A\$400,000 was wrongfully transferred by the Father to the BP is related. These sums were transferred to the BP in tranches of A\$10,000 or A\$20,000 from April 2023 to October 2023, after the Mother informed the Father of her intention to commence divorce proceedings in April 2023.<sup>64</sup> The Father's case is that the transfer of A\$400,000 was made to repay a loan from the BP. For the same reasons that I reject the loan, I hold that this sum should be added to the pool. The Mother in her written submissions applied the exchange rate of S\$0.8726:A\$1.<sup>65</sup> For consistency, I apply the agreed exchange rate as of the IJ Date. This amounts to S\$353,240.

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<sup>63</sup> CB.III.2501.

<sup>64</sup> CB.I.459; CB.III.1013–1017.

<sup>65</sup> PWS at para 22(d).

(4) Dissipation of assets to [D]

32 Finally, the Mother argues that the Father dissipated matrimonial assets by transferring S\$83,000 to [D], the Mother's cousin, between 31 July 2023 and 4 August 2023.<sup>66</sup> These transfers took place a few months after the Mother wrote to the Father in April 2023 about her intention to divorce.

33 The Father explains that these transfers were made to repay a deposit of S\$83,000 that [D] paid sometime in 2022.<sup>67</sup> This deposit was initially paid to the Father for his assistance in procuring Australian beef as [D] and his business partners had intended to set up a butcher shop in Singapore. However, they later decided not to proceed and notified the Father accordingly. The Father then refunded the full amount to [D]. In support of his case, the Father exhibited text messages which show [D] asking the Father to repay the deposit in July 2023.<sup>68</sup> [D] has also furnished an affidavit confirming the Father's assertions.<sup>69</sup>

34 I hold that this sum should be put back into the matrimonial pool for the following reasons:

- (a) The Mother rightly points out that if the deposit was indeed given by [D] to the Father, the Father should be able to point to a bank account where the deposit was credited into.<sup>70</sup> The Father could not. He explains that due to the passage of time, he could not recall which bank accounts

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<sup>66</sup> PWS at paras 27(e)(x)–27(e)(xii).

<sup>67</sup> CB.I.307–308.

<sup>68</sup> CB.I.577–579.

<sup>69</sup> CB.IV.2893–2894.

<sup>70</sup> PWS at paras 27(e)(x)–27(e)(xiii).

the monies were deposited into or whether the monies were given to the Mother.<sup>71</sup> This does not assist his case.

(b) Second, it is inexplicable why [D] would pay a deposit to the Father for products at such a nascent stage when [D]’s business had not even started and the Father was not yet required to take any concrete action. It is not the Father’s case that [D] had made a preliminary order for meat, which could have justified a deposit as the Father would have had to immediately incur significant expense.

(c) Third, the Father could not produce any contemporary record to show that [D] paid him a deposit. The Father once again says that he had changed his mobile phone in end-2022 or early-2023 and lost his messages as a result.<sup>72</sup> But [D] himself also did not furnish any contemporary messages to show the deposit being discussed before July 2023.

(5) Alternative basis for adding back sums

35 An alternative basis for the additions at [31] and [34] is also stated by the Court of Appeal in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 (“*TNL*”) at [24]. During the period when divorce proceedings are imminent or after interim judgment but before the hearing of the ancillary matters, if a spouse expends a substantial sum, this sum must be returned to the asset pool if the other spouse has at least a putative interest in it and has not

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<sup>71</sup> CB.V.3477.

<sup>72</sup> CB.III.965–966.

agreed, either expressly or impliedly, to the expenditure: *TNL* at [24]. This basis applies to the two sums above that have been dissipated to the BP and [D].

(6) Valuing the Father's shareholding in [B] Pte Ltd

36 Relatedly, the Father proposes valuing his 40% shareholding in [B] Pte Ltd at 40% of the total amount in the bank accounts which he alleges belongs to [B] Pte Ltd. This is not an appropriate method for determining the value of a company. The Mother submits that the Father's shareholding in [B] Pte Ltd should be valued at zero because [B] Pte Ltd is loss-making based on records from IRAS.<sup>73</sup> I do not decide on the valuation of this company as no appropriate valuation method has been proposed. The more pertinent issue is whether the Father has declared his wider business interests that are associated with the BP. I deal with this below at [38]–[70].

*Miscellany of the Mother's personal items*

37 A miscellany of the Mother's personal branded items are listed for consideration. The Father, on the other hand, appears not to own any personal items of any value. I exclude all of the Mother's personal items from the pool, save for the two Rolexes. For the others, there is no evidence that the Mother purchased them for the purposes of onward sale or has maintained them in a condition to be sold. The value of the individual items, in context, are *de minimis*: see *Tan Hwee Lee v Tan Cheng Guan and another appeal and another matter* [2012] 4 SLR 785 at [45]–[49].

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<sup>73</sup> CB.I.475–483.

***Whether an adverse inference should be drawn against the Father***

*Has the Father failed to disclose his assets?*

38 The court is entitled to draw an adverse inference against a party who fails to make full and frank disclosure if (i) there is a substratum of evidence that establishes a *prima facie* case against the person whom the inference is to be drawn; and (ii) that person must have had some particular access to information that he is said to be hiding: *BPC v BPB and another appeal* [2019] 1 SLR 608 at [60]; *UZN v UZM* [2021] 1 SLR 426 (“*UZN*”) at [18]. In relation to the first requirement, there must be some evidence suggesting deliberate concealment or depletion of the asset that should be included in the matrimonial pool: *BOR v BOS and another appeal* [2018] SGCA 78 at [75].

39 The Mother submits that an adverse inference should be drawn against the Father for failing to provide full and frank disclosure of these categories of assets:

- (a) the Father’s businesses in Australia and elsewhere, and cash and investments on hand, estimated at S\$3,632,000 in value;
- (b) the Father’s half share in an Australian property (the “Australian Property”), estimated at S\$844,116 in value; and
- (c) a car purchased by the Father in Australia, a Porsche White Macan GT Twin Turbo (the “Porsche”), estimated at S\$140,127.92 in value.<sup>74</sup>

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<sup>74</sup>

PWS at para 24.

40 The Mother thus submits that, pursuant to the adverse inference, a total of S\$4,616,243.92 should be added to the matrimonial pool.<sup>75</sup>

41 The Father's position is that [B] Pte Ltd has had no business since the start of the COVID-19 pandemic, and rejects the Mother's assertion that he has any other business interests or assets. He earns A\$3,000 when he is travelling and A\$1,000 when he is not.

(1) The Father's businesses, cash and investments

42 [B] Pte Ltd is incorporated in Singapore and the Father is the named sole director and shareholder. No significant business of [B] Pte Ltd is conducted in Singapore, and a company with the same or a similar name is not registered in Australia. The Mother asserts that the Father has a thriving business based in Australia. She explains he has made multiple allusions to his success and wealth; for instance, he has claimed that Australian beef sold by a joint venture of his won the silver medal in a countrywide competition in Australia,<sup>76</sup> asserted that he was considering expanding the business by acquiring more abattoirs in Australia, and made references to "our" factories and farms.<sup>77</sup> Moreover, [B] Pte Ltd's own website states that it operates across seven countries and has three major product categories such as seafood, meat and dairy.<sup>78</sup> She is, however, unable to furnish information on the entities that he is using for them. She has obtained a legal opinion from Australian lawyers stating that a foreign company can hold units in a trust instead of shares in a company and carry on the relevant

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<sup>75</sup> PWS at para 24.

<sup>76</sup> CB.II.632; CB.II.730-731.

<sup>77</sup> CB.II.632-633; CB.II.732-734.

<sup>78</sup> CB.II.735-750.

business as a trustee without needing to publicly disclose the ownership of the units.<sup>79</sup>

43 Related to this is her assertion that the Father has not fully disclosed all the bank accounts that he has an interest in, whether legally or beneficially:<sup>80</sup>

(a) The Mother claims that the Father has an undisclosed bank account that is worth at least A\$4m. Sometime in March 2023, the Father showed her and her mother (the “Grandmother”) his CBA banking application which reflected at least A\$4m in the said account.<sup>81</sup> The Grandmother has furnished an affidavit corroborating the Mother’s account of this incident.<sup>82</sup>

(b) The Mother says that the Father has an undisclosed fixed deposit worth A\$2m. She exhibits an excerpt of a WhatsApp conversation dated 14 April 2023, which shows the Father informing her that “I put 2mil fixed deposit in CBA for 12mths to gain more interest”.<sup>83</sup>

(c) The Mother asserts that the Father has an undisclosed bank account holding significant funds for C1. The Father had told C1 on 18 July 2022 that “your AUD acct now aldy got \$183k”.<sup>84</sup> The Father also mentioned this account in a conversation with the Mother on 3 October

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<sup>79</sup> CB.II.758–761.

<sup>80</sup> PWS at para 27(e).

<sup>81</sup> CB.II.624.

<sup>82</sup> CB.IV.2835.

<sup>83</sup> CB.II.688.

<sup>84</sup> CB.II.687.

2022.<sup>85</sup> C1 also recalls another incident in his affidavit. When he told the Father of his plans to study in Australia, the Father showed him a screenshot of a digital banking application with a yellow banner showing a bank account balance of around \$280,000 and told him that the monies were set aside for him.<sup>86</sup> C1 recognises the yellow banner to be associated with CBA.

(d) The Mother has adduced WhatsApp records which show the Father claiming to have made profits of \$23,000 on 24 January 2021<sup>87</sup> and \$57,000 on 26 September 2022.<sup>88</sup> On 5 October 2022, he boasted that he was close to making \$300,000 in profits for a five-month job, and that if he worked for a solid year, he could make at least \$800,000 to \$1m in profits.<sup>89</sup> The Father also claimed to have had average earnings of \$50,000 in September 2022 (seen in context with the assertion that he earned \$300,000 for a 5-month engagement, this must be an allusion to a monthly average).<sup>90</sup> The Mother also points to the Father's conduct which evidences his cavalier attitude towards money. For example, in February 2023, the Father delivered 472 pieces of raw Wagyu beef amounting to S\$13,000 in value to the family.<sup>91</sup>

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<sup>85</sup> CB.I.286.

<sup>86</sup> CB.IV.2845 at para 15.

<sup>87</sup> CB.II.769.

<sup>88</sup> CB.II.770.

<sup>89</sup> CB.II.771.

<sup>90</sup> CB.I.284.

<sup>91</sup> CB.II.622 at para 13.

(e) The Mother further submits that the Father has a seafood business in Australia named [E Business].<sup>92</sup> The Mother says that the Father had informed her about Australian fish farms and his seafood business, and she notes that the entrance of [B] Pte Ltd's Australian business address also shows the logo of [E Business]. In relation to the legal advice she obtained on unit trusts (see [42] above), [E Business] appears to be registered under a unit trust, [F Unit Trust]. The identity of the trustee is not stated.<sup>93</sup> She also asserts the existence of an undisclosed business in Thailand.<sup>94</sup>

44 The Father explains that his representations of his business successes were false, and he made them as he did not want the family to worry.<sup>95</sup> He claims that [B] Pte Ltd had no business at all from 2020 to July 2024 as it was still rebuilding business relationships in Asia.<sup>96</sup> Before the COVID-19 pandemic, the only business that [B] Pte Ltd had was from distributors in Taiwan.<sup>97</sup> As [B] Pte Ltd only acts as a middleman between cattle farms and the distributors and does not carry out business in Australia, it does not need to establish a legal entity in Australia.<sup>98</sup> The joint venture he had referred to was merely a collaboration to split profits made in exporting beef products to countries outside of Australia in the ratio of 60:40 in favour of [B] Pte Ltd.<sup>99</sup> Moreover, when he said “our”

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<sup>92</sup> CB.II.635–636.

<sup>93</sup> CB.II.635 at para 55(d).

<sup>94</sup> PWS at para 24(e).

<sup>95</sup> CB.III.890.

<sup>96</sup> CB.III.1326.

<sup>97</sup> CB.III.887 at para 55.

<sup>98</sup> CB.IV.2713–2714.

<sup>99</sup> CB.IV.2713.

factories and farms, he was referring to farmers and abattoirs with whom [B] Pte Ltd had connections with and not actual ownership of farms or factories.<sup>100</sup>

45 Similarly, the Father explains that his representations regarding his cash holdings were made to impress the Mother or reassure his family that he was not facing financial difficulties.<sup>101</sup> The Father further denies showing the Mother and the Grandmother a bank account worth A\$4m.<sup>102</sup> He claims that, for several years, he was only earning A\$3,000 per month when he was travelling and A\$1,000 per month when he was not travelling.<sup>103</sup> Moreover, as [B] Pte Ltd had no business from 2021 to 2023, he did not receive any commission at all in those years.<sup>104</sup> The Father further produces an email from a CBA branch manager confirming that the Father does not have any bank accounts with CBA apart from the two disclosed CBA accounts.<sup>105</sup> The Father also explains that the shipment of Wagyu beef that was delivered to the family in February 2023 was obtained from a competitor for a quality test,<sup>106</sup> and that the monies for this purchase came from the BP.

46 Furthermore, the Father disputes that he has any beneficial interest in [E Business] (which is owned by the BP) or in [F Unit Trust]. The BP and the Father had decided to use [E Business]’s registered address as [B] Pte Ltd’s

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<sup>100</sup> CB.IV.2713.

<sup>101</sup> CB.IV.2709–2715.

<sup>102</sup> CB.IV.2711.

<sup>103</sup> CB.IV.2715.

<sup>104</sup> CB.I.300; CB.III.862.

<sup>105</sup> CB.IV.2782.

<sup>106</sup> CB.IV.2709 at para 10.

correspondence address in Australia out of convenience.<sup>107</sup> The Father also denies having a business in Thailand.<sup>108</sup>

47 In my assessment, there is a substratum of evidence indicating that the Father has undisclosed businesses, cash and investments. The conversations between the Father and the Mother disclose business activity and do not appear to be, as the Father claims, fabrications to reassure his family or to impress the Mother. This is reflected from the following:

(a) On 25 January 2023, the Father, when discussing how a lack of milk may impact a young boy’s growth, joked that the boy could “[g]o to my cattle farm la... I provide free for him”.<sup>109</sup>

(b) On 28 November 2022, the Father informed the Mother about a contract being signed with another company for a two-year supply, on the condition that the company is permitted to visit “our” plant and farm.<sup>110</sup> The Father added that the procurement director and marketing director of the company would be going back with them, and that this would be “a great great business”.

(c) On 7 October 2022, the Father informed the Mother that “[w]e” obtained the silver medal in a brand competition and attached a screenshot of an Instagram post of “[G Business]” winning the silver medal. When the Mother queried “[w]ho is this [G Business]?”, the

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<sup>107</sup> CB.IV.2714.

<sup>108</sup> DWS at para 88.

<sup>109</sup> CB.II.734.

<sup>110</sup> CB.II.733.

Father replied that it was “[o]ur [v]entured partner” and that “[t]hey owned 40% and we owned 60%”.<sup>111</sup>

(d) On 12 July 2022, the Father indicated that “Big C wants to audit our factory and farm” and that “[t]hey [are going] to send someone to go with me during this trip [back to Australia]”.<sup>112</sup> This suggests that his business’s involvement in the cattle farm was significant enough such that the Father would have to be present in response to an audit.

(e) On 16 April 2021, the Father told the Mother that he was in Pattaya, Thailand for a three-day meeting with the biggest western beef union to try to get some business.<sup>113</sup> Two days later, on 18 April 2021, the Father updated that “[he was] so proud of [himself].... Two days and [he] gotten a container order in Pattaya”. He added that he was going to meet them for dinner and that he had just got off a conference call with the BP who was very pleased.

48 Similarly, I am not convinced by the Father’s explanation that his representations of his wealth were fabrications that were made simply to impress the Mother and reassure the family. For instance, his messages to the Mother regarding the A\$2m fixed deposit show that parties were discussing financial plans and that the Father was not merely boasting to impress the Mother:<sup>114</sup>

[Father]: I put 2mil fixed deposit in CBA for 12mths to gain more interest

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<sup>111</sup> CB.II.730.

<sup>112</sup> CB.II.732.

<sup>113</sup> CB.II.637–638 at para 58.

<sup>114</sup> CB.II.688.

[the UOB relationship manager] can't get me that kinda of interest compared with CBA

[Mother]: I think SG really cannot

What's the %?

[Father]: [the UOB relationship manager] UOB only 3.2% and fixed for 3years

Waste my time

[Mother]: Now in the market. Highest of 3.8 I think

At AUD side ?

[Father]: 4.3% for 12mths

UOB 3.2% for 3yr

CBA 4.3% for 1 yr

Knn...

I put at CBA for 3yrs I can get 12.90%

I would rather put CBA every 12mths continue row

[Mother]: Wa too much diff

[Father]: Anyway, I decide aldy. Put \$2mil in CBA

[Mother]: Yeah. Go ahead .. it's ur money

49 Furthermore, his supposed low income is not consistent with his cash flow. First, as I have found that the monies which the BP extended to the Father were not loans, these monies (which totalled to approximately A\$400,000 from October 2022 to April 2023)<sup>115</sup> suggest that the BP may be holding significant assets on the Father's behalf. Second, the Father has other sources of cash that are unaccounted for. From February 2023 to March 2023, the Father's 0092

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<sup>115</sup> CB.I.459.

Account received a total of A\$52,054.52 from one “Chen” and various cash deposits which amounted to A\$40,100.<sup>116</sup>

50 To accept the Father's case, the court would have to accept that the Father continuously lied about his wealth and his business activities over many years and on many distinct occasions. He lacks credibility. The court would also have to accept that, although the Father was engaging in business negotiations in Australia and Asia for long periods (*eg*, for ten months from May 2022 to March 2023)<sup>117</sup>, all that time spent overseas for business was for naught, as his claim was that [B] Pte Ltd, the only business he owned, did not have any business from January 2020 to July 2024.<sup>118</sup> Given that he has worked on his business full-time for some eight years from June 2016 to July 2024, it is implausible that the only business he had was with Taiwanese distributors before the COVID-19 pandemic.

51 Furthermore, there was a lack of full and frank disclosure on the Father's part. The Father has failed to produce any evidence that would shed light on his business operations. When the Mother sought tax filings or financial reports of the businesses that the Father has had a legal or beneficial share in from 2014 to 2024 as well as bank statements of those businesses from 2014 to December 2019, the Father refused to provide them on the basis that the time period was oppressive and/or the request was a fishing expedition.<sup>119</sup> The Father has also claimed that IRAS does not retain Notices of Assessment filed beyond four

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<sup>116</sup> CB.III.1004–1007.

<sup>117</sup> CB.II.631 at para 47.

<sup>118</sup> Based on the date of the Father's averment in CB.III.1326.

<sup>119</sup> CB.III.1242–1243.

years. However, as a matter of good practice, the Father or the BP must surely have [B] Pte Ltd's tax filings as part of corporate recordkeeping. Moreover, although the available IRAS filings for [B] Pte Ltd for Year of Assessment 2021, 2022 and 2023 showed losses of S\$79,283, S\$98,630 and S\$123,971 with no income at all,<sup>120</sup> there is no information on how these losses were computed. There are no accounts at all to show the historical profit or loss of any other components of the business. Even the invoices produced from the Taiwanese distributors are fragmented as there is no evidence of the underlying agreement (if any) between [B] Pte Ltd and the Taiwanese distributors, the terms and conditions of which could demystify the internal operations of the Father's business.<sup>121</sup> After three rounds of affidavits, the operations of the Father's business remain a mystery.

52      However, I do not think that there is sufficient evidence to establish the Father's involvement in [E Business]. While his business's Australian address is shared with [E Business], that does not *ipso facto* mean that the Father would be involved in the operations of [E Business]. There is also no evidence that the Father is involved in [F Unit Trust]. It is also too speculative to say that the Father has a Thailand-based business.

53      Overall, I am satisfied that there is a substratum of evidence establishing a *prima facie* case that the Father has undisclosed businesses, cash and investments.

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<sup>120</sup> CB.I.475-483.

<sup>121</sup> CB.III.909-915.

(2) The Australian Property

54 The Mother submits that the Father has failed to disclose that he owns a half share in the Australian Property, which is estimated at S\$844,116.<sup>122</sup>

55 First, the Mother adduces contemporary conversations which show the Father professing to have purchased or intending to purchase the Australian Property with the BP.<sup>123</sup> The Father had even forwarded a copy of the completed Contract of Sale of Real Estate.<sup>124</sup> The Contract of Sale of Real Estate is further addressed to “[H] and or Nominee”,<sup>125</sup> but this is consistent with the Father stating that he had used an agent to purchase the Australian Property.<sup>126</sup>

56 Second, the Mother says that the ownership of the Australian Property suggests that the Father has some form of interest in it. The Australian Property is currently owned by [J Pty Ltd] as of 12 May 2023.<sup>127</sup> The name of [J Pty Ltd] itself was suggested by the Mother in a WhatsApp conversation dated 9 February 2023 in which the Father gave three options and queried the Mother on an appropriate name for a trustee.<sup>128</sup> [J Pty Ltd] was registered a month later on 1 March 2023.<sup>129</sup> Further, the BP is the sole shareholder, director and

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<sup>122</sup> PWS at paras 24(a), 27(a) and 27(b).

<sup>123</sup> CB.I.262–280.

<sup>124</sup> CB.I.265–266.

<sup>125</sup> CB.I.269.

<sup>126</sup> CB.I.263–264.

<sup>127</sup> CB.II.726.

<sup>128</sup> CB.II.720.

<sup>129</sup> CB.II.721–725.

secretary of [J Pty Ltd].<sup>130</sup> The Mother's case is that the Father is involved in [J Pty Ltd].

57 Third, the Mother claims that the Father's residence at the Australian Property suggests some form of connection. The Father's bank statement for April 2023 to July 2023 was addressed to the Australian Property, when it had previously been addressed to a different address.<sup>131</sup>

58 The Father does not deny that the Australian Property is owned by [J Pty Ltd]. The Father once again explains that he had initially borrowed A\$300,000 from the BP between 12 and 14 April 2024 for the purchase of a second-hand Porsche and to pay for his share of the downpayment for the Australian Property.<sup>132</sup> However, he did not go ahead with the payments due to his lack of financial capacity and concerns that HDB would force parties to sell the matrimonial property.<sup>133</sup> He explains that he was asking the Mother about which company he and the BP should use to purchase the Australian Property, and the Mother had proposed [J Pty Ltd].<sup>134</sup> The BP confirms the Father's account of events, asserting that only the BP has an interest in the Australian Property.<sup>135</sup>

59 The Father also submits that an adverse inference cannot be drawn on the basis of the Australian Property as the Mother did not commence separate civil proceedings to determine the Father's beneficial interest in the Australian

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<sup>130</sup> CB.II.721–725.

<sup>131</sup> CB.III.1013.

<sup>132</sup> DWS at para 79.

<sup>133</sup> CB.IV.2712.

<sup>134</sup> CB.IV.2712.

<sup>135</sup> CB.IV.2900–2901.

Property.<sup>136</sup> Since [J Pty Ltd] is a third party and the business profile search of [J Pty Ltd] does not disclose the Father's involvement, the Mother must commence separate civil proceedings to determine the beneficial ownership of [J Pty Ltd] or the Australian Property. The Father relies on *UDA v UDB and another* [2018] 1 SLR 1015 (“*UDA*”) for this submission. An adverse inference should therefore not be drawn without any evidence showing that the Father has any interest in [J Pty Ltd] or the Australian Property.

60 It is clear from the evidence that the Father has an undisclosed beneficial interest in the Australian Property. The Father had discussed its purchase and the naming of [J Pty Ltd] on multiple occasions, forwarded a Contract of Sale; more importantly, he is residing there. Contrary to the Father’s assertion, the court may draw an adverse inference that he has failed to disclose his beneficial interest in the Australian Property. However, whether the court is able to place a value on this beneficial interest or to deal with it in any way as matrimonial property in the present proceedings is a separate issue, and I deal with this at [67]–[69].

### (3) The Porsche

61 The Mother claims that the Father owns the Porsche in Australia.<sup>137</sup> In support of this assertion, the Mother and C1 have disclosed WhatsApp messages between the Father and C1, which show the Father claiming to have purchased the Porsche in or around 22 January 2023 for C1's future use.<sup>138</sup> The Father

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<sup>136</sup> DWS at paras 70–78.

<sup>137</sup> PWS at para 27(d).

<sup>138</sup> PWS at para 27(d); CB.IV.2863–2865.

claims that he had borrowed money from the BP to purchase the Porsche but returned the money after being informed of the Mother's intention to divorce.

62 The only indication of the Porsche being purchased by the Father is the WhatsApp conversation between the Father and C1.<sup>139</sup> This is insufficient evidence upon which to conclude that he owns the Porsche. I cannot therefore draw an inference that he has failed to disclose it.

*Effect of the adverse inference drawn*

63 To sum up, I have held that an adverse inference may be drawn against the Father for failing to disclose various businesses, investments and cash as well as his interest in the Australian Property. An adverse inference drawn against a spouse may be given effect to in two different ways. This was succinctly summarised in the Court of Appeal's decision of *UZN* at [28]:

(a) First, the court may *make a finding on the value of the undisclosed assets* based on the available evidence and, subject to the party dissatisfied with the value attributed showing that that value is unreasonable, include that value in the matrimonial pool for division. We will refer to this as the "quantification approach".

(b) Second, the court may order a *higher proportion of the known assets* to be given to the other party. We will refer to this as the "uplift approach".

[emphasis in original]

Deciding which approach should be adopted is a matter of judgment, and the court should choose the method which is most appropriate for achieving a just and equitable division of the true material gains of the parties' marriage: *UZN* at [29].

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<sup>139</sup> CB.IV.2863–2865.

64 The Mother submits that the quantification approach should be adopted and the estimated value of the Father’s undisclosed assets – S\$4,616,243.92 – should be added to the matrimonial pool.<sup>140</sup> The Mother’s position is that the uplift approach would not reflect the true extent of the matrimonial pool.

(1) The Father’s wider businesses, cash and investments

65 The Mother submits that the Father has undisclosed bank accounts worth A\$4m and A\$2m. However, aside from the WhatsApp conversations, there is no evidence that these accounts continue to exist as of the IJ Date and of the value of these accounts. The quantification approach should only be adopted when the court “finds sufficient evidence that [a specific] asset exists and ought to have been disclosed”: *UZN* at [30]. This is not the case.

66 In relation to the Father’s businesses, the Mother herself concedes that she is unable to even provide a range of values for what these businesses could be worth and accepts that the businesses may be valued at zero.<sup>141</sup>

(2) The Australian Property

67 As for the Father’s beneficial interest in the Australian Property that he has failed to disclose, that is not an asset that may be dealt with under s 112 of the Women’s Charter 1961 (2020 Rev Ed) (“Women’s Charter”).<sup>142</sup> This was made clear by the Court of Appeal in *UDA*. The Court of Appeal explained that the power under s 112 may only be used to reassign interests between parties to a divorce: *UDA* at [29]. In the present case, the Australian Property is held in

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<sup>140</sup> PWS at paras 31–33.

<sup>141</sup> PWS at para 33.

<sup>142</sup> Further Joint Written Submissions (“FJWS”), Defendant’s Submissions at pp 9–10.

the name of [J Pty Ltd]. The BP is the sole legal shareholder of [J Pty Ltd]. In *UDA*, the Court of Appeal detailed four options for dealing with property that is legally owned by a third party: *UDA* at [56]–[57]:

- (a) A spouse may obtain legally binding confirmation from the third party that the third party would respect and enforce any order in relation to the beneficial interest: *UDA* at [56(a)].
- (b) A spouse may commence a separate legal action to have the rights in the property finally determined *vis-à-vis* the third party, and the s 112 proceedings are to be stayed until the determination of those rights: *UDA* at [56(b)].
- (c) A spouse may drop his claim that the property is a matrimonial asset and continue the s 112 proceedings: *UDA* at [56(c)].
- (d) A spouse may ask the court to determine whether the asset is a matrimonial asset without involving the third party or making an order directly affecting the property: *UDA* at [56(d)]. However, this should only be done when *both spouses agree*: *UDA* at [57].

68 The present case does not engage any of the above four options. In any event, while the Father clearly enjoys the benefit of the property, there is no evidence as to the size – and therefore the value – of his beneficial interest. There is no evidence supporting the Mother’s speculation that his share is half.

69 The Mother further raises two authorities, which I distinguish for the reasons below:

(a) In *Chan Pui Yin v Lim Tiong Kei* [2011] 4 SLR 875 (“*Chan Pui Yin*”), an adverse inference was drawn against the defendant in relation to a property registered in a company’s name.<sup>143</sup> The Father rightly points out that the adverse inference was not drawn in relation to the non-disclosure of the defendant of a beneficial interest in the property, but rather, it was because of the non-disclosure of the *sale proceeds* that the defendant had received from the en bloc sale of the property.<sup>144</sup> In that case, a Maybank cheque drawing on the company’s bank account in favour of the defendant for the sum of S\$2,580,593.93 was produced. The court found that there was a *prima facie* case that this cheque represented the defendant’s share of the sale proceeds and found that the defendant failed to disclose the true nature of this sum and its whereabouts after the fixed deposit accounts were closed: *Chan Pui Yin* at [44]. Therefore, the court drew an adverse inference in relation to the sale proceeds, as opposed to an undisclosed beneficial interest in a property legally owned by a third party.

(b) In *TWM v TWN* [2021] SGHCF 25 (“*TWM*”),<sup>145</sup> an appeal was filed against the decision of a district judge (the “DJ”) to add back into the matrimonial pool various sums that were contributed by parties for the purchase of two condominium units, each registered in the sole name of one of the husband’s friends. The appeal was dismissed. The High Court found that the prohibition in *UDA* did not apply as the DJ was neither considering whether the condominium units were matrimonial

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<sup>143</sup> FJWS, Plaintiff’s Submissions at pp 10–11.

<sup>144</sup> FJWS, Defendant’s Submissions at pp 13–15.

<sup>145</sup> FJWS, Plaintiff’s Submissions at pp 11–12.

assets nor ruling on the legal ownership of the properties: *TWM* at [11]. The DJ was merely exercising his discretion under s 112(2) of the Women's Charter to add the sums that were contributed for the purchase of the properties back into the matrimonial pool. In my view, the approach taken in *TWM* is not applicable in the present case as there is no indication of the sum expended by the Father on the Australian Property.

*Approach to be adopted*

70 I return to the approach to be adopted in this case in light of the Father's non-disclosure of his assets. For the reasons I have highlighted, no sum may be added to the matrimonial pool for the Australian Property. It is also too speculative to add a specific sum to the pool for the Father's undisclosed businesses, investments and cash. The uplift approach is used in cases involving assets of entirely unknown value: *UZN* at [34]. I therefore apply the uplift approach instead of the quantification approach. The proportion of the known matrimonial assets allocated to each party under the uplift approach is dependent on the specific factual matrix at hand. As I observed in *TYS v TYT* [2017] 5 SLR 244 ("*TYS*") at [45], some degree of arbitrariness may be inevitable when dealing with situations of imperfect and incomplete information. Referencing the facts mentioned at [39]–[53], I assess that an uplift of 20% would be appropriate in this case to ensure a just and equitable division of the true material gains of the parties' marriage. The Father's undisclosed businesses, investments and cash, which, at the IJ Date, represent the culmination of around seven and a half years of labour<sup>146</sup> at [B] Pte Ltd, are

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<sup>146</sup> From the incorporation of [B] Pte Ltd in June 2016 to the IJ Date of 24 January 2024.

significant. He has wholly failed to disclose his Australian assets, and now seeks to benefit from his misconduct. In my view, this uplift of 20%, which translates to around S\$339,644.88, is reasonable and also broadly consistent with cash injections he has made in the past.

### ***Dividing the matrimonial pool***

#### *Value of the matrimonial pool*

71 I therefore do not add any specific sum to the matrimonial pool on the basis of an adverse inference. Parties' assets are summed up as follows:

| Asset                                      | Value                  |
|--------------------------------------------|------------------------|
| Undisputed Assets                          | S\$1,100,362.29        |
| The 8498 Account                           | S\$3.98                |
| The 2334 Account                           | S\$46,870.37           |
| The 4732 Account                           | S\$114,910.35          |
| Dissipations to [D]                        | S\$83,000              |
| Dissipations to the BP                     | S\$353,240             |
| <b>Total value of the matrimonial pool</b> | <b>S\$1,698,386.99</b> |

#### *Approach for the division of the matrimonial pool*

72 For the division of the matrimonial pool, the Mother relies on the single-income framework of *TNL*, while the Father suggests applying the dual-income structured approach of *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*"). The Mother is presently employed as a real estate agent with [K Pte Ltd].<sup>147</sup> The reason for the

<sup>147</sup> PWS at para 6; DWS at para 2.

dispute regarding the applicable approach for division of assets is because the Mother was employed as a cabin crew until 2006, when she resigned and became a homemaker and a part-time real estate agent for the rest of the marriage.<sup>148</sup>

73 In *DBA v DBB* [2024] 1 SLR 459 (“*DBA*”) at [13], the Appellate Division underscored that, in deciding whether a marriage is a single-income marriage or a dual-income marriage, the focus of the analysis is on “the *primary roles* carried out by the parties in the marriage” [emphasis in original]. The Appellate Division also noted that *TNL* had “envisaged that in some single-income marriages, the spouse who is primarily the homemaker might also work part-time or intermittently over the course of the marriage”: *DBA* at [12]. As explained by the Appellate Division in *WXW v WXX* [2025] SGHC(A) 2 at [13], “what is called for is a *qualitative* assessment of the roles played by each spouse in the marriage relative to each other” [emphasis added].

74 In my view, looking at this issue qualitatively, the marriage should be classified as a single-income marriage. I am satisfied that during the marriage, the Mother was primarily the homemaker while the Father was primarily the breadwinner. For much of the marriage, the family relied financially on the Father, which is evident from how he travelled extensively and was in Australia for stretches of time. Indeed, C1’s evidence is that “[the Father] was always the main breadwinner of [their] family while, until only recently, [the Mother] was effectively a stay-at-home mother who spent a lot of time with [the Children]”.<sup>149</sup> And the Father’s own evidence is that “[t]hroughout the course of

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<sup>148</sup> PWS at para 6; DWS at para 8.

<sup>149</sup> CB.IV.2842 at para 9.

the marriage, I was the primary income earner for the family”.<sup>150</sup> While parties’ marriage of almost 24 years is not within the length of long marriages that *TNL* had referred to in relevant precedents (being 26 to 30 years), some marriages in the range of 22 to 24 years have nonetheless been classified as long marriages: see, eg, *UMU v UMT and another appeal* [2019] 3 SLR 504 at [29]. It is important to note that the power to order a just and equitable division of matrimonial property is exercised with a broad view. In a case such as the present, using either the framework in *TNL* or the approach in *ANJ* should lead to the same result. I use the *TNL* framework here because it is a more apt heuristic tool *in the circumstances of this case*.

#### *Application of the TNL framework*

75 Where the *TNL* framework is used, there is no immutable rule requiring the parties to each receive a 50% share of the matrimonial assets: *DBA* at [20]. The court may award a greater share of the assets to one spouse, in recognition of that spouse’s non-financial contributions on top of their role as the primary income-earner. In *DBA*, the Appellate Division came to a 60-40 division in favour of the husband. This was to give due recognition to the husband’s role in generating income for the family and his not insignificant non-financial contributions at home, such as by contributing to household chores, fetching and tutoring the children, and supporting their endeavours: *DBA* at [21]–[22]. In the same vein, the High Court in *UBM v UBN* [2017] 4 SLR 921 (“*UBM*”) granted a 60-40 division in favour of the husband. This was because the court found that the husband was close to the children and actively looked after them,

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<sup>150</sup> CB.I.316 at para 18(A).

and he had also retired many years before the interim judgment of divorce: *UBM* at [72], as cited in *DBA* at [20].

76 Taking reference from *DBA* and *UBM*, I am of the view that an equal division of the matrimonial pool is just and equitable in the present case. The delineation of the homemaking and breadwinning roles between parties was stark, in a sense because the Father was often away for business and the Mother was the main homemaker. Although they hired a domestic helper, this did not detract from the Mother's responsibilities toward the Children and home. While the Father was the main breadwinner, the joint expenses table showed that parties used their savings from the time when both of them were working, as well as the Mother's more recent part-time takings, to fund the family's expenses. The POSB [9676] Account (where the Mother's income from her job as a real-estate agent was credited into) reflected deductions from supermarkets and pharmacies.<sup>151</sup>

### ***Summary on the division of the matrimonial assets***

77 Therefore, for the reasons stated above, the starting point after applying the *TNL* framework is an equal division of the matrimonial pool. After accounting for the 20% uplift to give effect to the adverse inference drawn against the Father, this comes up to a division of 70-30 in favour of the Mother. Parties requested that they be given three weeks to work out how this division is to be effected, and I so order.

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<sup>151</sup> CB.III.1632–1858.

## Maintenance

78 The Mother is at present 49 years old, while the Father is 48 years old. The Mother furnishes two figures for her current monthly income as a real estate agent – S\$8,000<sup>152</sup> and S\$4,942.19.<sup>153</sup> The value of S\$8,000 is derived from the income transactions list from August 2023 to February 2024.<sup>154</sup> The value of S\$4,942.19 is derived from the Mother's average gross commission from January 2024 to August 2024.<sup>155</sup> Given the commission-based nature of her work as a real estate agent, it is understandable that her income would fluctuate significantly.

79 On his part, the Father claims that he only earns A\$1,000 (or S\$883.10) when he is not travelling and A\$3,000 (or S\$2,649.30) when he is travelling.<sup>156</sup> He claims that his income is largely dependent on commissions – he obtains a 1% commission for the initial sales generated from the customers which he secures and an additional 0.5% sales commission if those customers continue to purchase Australian beef products from [B] Pte Ltd.<sup>157</sup> The Father left the matrimonial property in or around 6 January 2024, while the Mother and the Children continue to reside there.

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<sup>152</sup> CB.I.5 at para 2.

<sup>153</sup> CB.II.675 at para 153(a).

<sup>154</sup> CB.I.55.

<sup>155</sup> CB.II.854.

<sup>156</sup> CB.I.300.

<sup>157</sup> CB.I.301.

80 The Father paid the Mother a sum of S\$20,000 in May 2023.<sup>158</sup> The Father has also been paying interim maintenance of S\$2,000 per month since January 2024 pursuant to a consent order after mediation. In addition, he has been paying for the domestic helper's expenses amounting to S\$660 per month and the premiums for the Children's insurance policies which are under his name amounting to S\$3,263.70 annually (or S\$271.97 per month).<sup>159</sup>

***Maintenance for the Mother***

81 The Mother quantifies her reasonable monthly expenses at S\$5,069.82.<sup>160</sup> The Mother asks for a lump sum maintenance of S\$504,000,<sup>161</sup> applying a 14-year multiplier to a monthly maintenance of S\$3,000. She also submits that the Father should pay S\$54,000 as backdated spousal maintenance, calculated to be S\$3,000 per month from August 2023 to January 2025.<sup>162</sup>

82 The Father's position is that the Mother's reasonable monthly expenses only amount to S\$1,135.<sup>163</sup> The Father further submits that the Mother's income should be sufficient to meet her reasonable needs, and no spousal maintenance should thus be paid to her.

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<sup>158</sup> DWS at para 40.

<sup>159</sup> DWS at para 41.

<sup>160</sup> Exhibit B, as annexed in Minute Sheet dated 13 February 2025.

<sup>161</sup> PWS at para 53.

<sup>162</sup> PWS at para 59.

<sup>163</sup> DWS at paras 46–50.

*Analysis*

83 A former wife “ought to try to regain self-sufficiency”: *ATE v ATD and another appeal* [2016] SGCA 2 (“*ATE*”) at [31]. An “order of maintenance is not intended to create life-long dependency by the former wife on the former husband” [emphasis in original]: *ATE* at [31]. In my view, the Mother’s request for maintenance for 14 years is not appropriate. The Mother has received a sizeable sum from the division of assets. Further, the Mother has proven herself to be financially capable of sustaining herself after the commencement of divorce proceedings.

84 I nonetheless take the view that a small lump sum would be appropriate to tide the Mother over during this period of adjustment. I also take into account that although there was an agreed maintenance order in place for the Children, no maintenance was paid to the Mother after she commenced divorce proceedings in September 2023. A lump sum payment is preferred to facilitate a clean break in the marriage: *AYM v AYL and another appeal* [2014] 4 SLR 559 at [18].

85 In assessing the appropriate value of the lump sum, I consider the Mother’s reasonable expenses to be around S\$2,200 a month. In coming to this sum, I deal with the more significant disputed expenses as follows:

- (a) I have excluded mortgage repayments, which are, in contrast to rental payments, in substance for the acquisition of an appreciating asset: *XGA v XGB* [2024] SGHCF 47 at [24]. While there is no prohibition against the use of maintenance monies to acquire assets and the court may still treat mortgage repayments as expenses, I do not think that such a treatment is called for in the present case.

(b) The expenses claimed for a domestic helper are reasonable and thus included. The Father contests this on the basis that the Children are old enough. C3 is still 13, and the Mother would require to take on more work. Utility expenses and conservancy charges have not been reduced as they are in line with the historical water, gas and electricity bills<sup>164</sup> and what the Father had previously agreed to as a reasonable expense.<sup>165</sup>

(c) Grooming, clothes, shoes, skincare, medical expenses, car and petrol expenses have been reduced.

(d) Expenses for overseas travel, expenses for the Mother's parents, voluntary Medisave contributions, gym membership, insurance and a pet cat have been excluded.

86 Taking a broad approach, I order a lump sum maintenance of S\$20,000 to be paid to the Mother. This sum, intended for transitional issues, would complement the division of assets, which provides for her longer term stability.

### ***Maintenance for the Children***

87 An interim maintenance order of S\$2,000 per month has been in place for the Children since January 2024.<sup>166</sup> The Mother argues that since the Father was the main breadwinner during the marriage and has significantly higher income and more cash savings than the Mother, the Father should contribute to 80% of the Children's expenses.<sup>167</sup> She highlights that she was financially

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<sup>164</sup> CB.I.140–155; CB.I.190–221.

<sup>165</sup> CB.III.871.

<sup>166</sup> CB.I.325.

<sup>167</sup> PWS at para 74.

dependent on the Father during the marriage, and even though her income as a real estate agent has begun to pick up, her income remains irregular as it is commission-based.<sup>168</sup>

88 The Mother quantifies the reasonable monthly expenses to be S\$1385.50 for C1;<sup>169</sup> S\$1,952.50 for C2;<sup>170</sup> and S\$1,479 for C3.<sup>171</sup> Accordingly, the Mother seeks from the Father a monthly maintenance of S\$1,000 for C1; S\$1,200 for C2; and S\$1,200 for C3. This adds up to a total monthly maintenance of S\$3,400 for the Children.<sup>172</sup> Further, the Father is to solely bear the premiums for all the Children's existing insurance policies; to bear 80% of all tertiary education expenses; to bear 80% of medical expenses above S\$200 incurred in a single receipt; and to bear 80% of all therapy and/or counselling expenses for C1.<sup>173</sup> The Father is also to pay backdated maintenance amounting to S\$35,200, calculated at S\$3,400 per month from August 2023 to December 2023 and S\$1,400 per month from January 2024 to January 2025.<sup>174</sup>

89 The Father quantifies the reasonable monthly expenses to be S\$693.79 for C1;<sup>175</sup> S\$1,273.59 for C2;<sup>176</sup> and S\$826.87 for C3.<sup>177</sup> He relies on his low

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<sup>168</sup> PWS at para 73.

<sup>169</sup> PWS at para 69.

<sup>170</sup> PWS at para 70.

<sup>171</sup> PWS at para 71.

<sup>172</sup> PWS at para 63.

<sup>173</sup> PWS at para 64.

<sup>174</sup> PWS at para 65.

<sup>175</sup> DWS at para 27.

<sup>176</sup> DWS at para 33.

<sup>177</sup> DWS at para 35.

income to propose for the Children's reasonable monthly expenses to be split equally between parties. The Father also proposes for local tertiary education expenses and the medical and dental expenses of the Children to be borne equally by parties on a reimbursement basis.

### *Analysis*

#### (1) Maintenance order for C1

90 I make no maintenance order for C1 in the instant proceedings as he is 21 years old. The Court of Appeal's guidance in *Thery Patrice Roger v Tan Chye Tee* [2014] SGCA 20 ("*Thery Patrice Roger*") at [50] is that a child who has attained 21 years of age must personally make an application for maintenance under s 69(3)(b) of the Women's Charter. In such a case, a parent is not in a position to apply for the child's maintenance under s 69(3)(a) of the Women's Charter as the parent cannot be said to be a "guardian" or in "actual custody" of the child: *Thery Patrice Roger* at [50]. There is, in any event, no adequate evidence of the potential cost of university or the medical condition-related counselling that a maintenance order for C1 would require.

91 In this context, counsel have said that they will facilitate a meeting between the Father and C1, and it is hoped that father and son would proceed in a practical and sensible manner. They should first communicate and attempt to come to an accord on the issue of C1's future, which is of paramount concern to *both*. A maintenance application should be a last resort.

#### (2) Monthly maintenance for C2 and C3

92 I briefly deal with the more significant disputed expenses:

(a) The reasonable per person cost of a helper is added for the reason highlighted at [85(b)] above.

(b) The Mother claims reasonable monthly expenses of S\$50 per child for C2 and C3's medical expenses and S\$50 for C2's dental expenses. The Father says that these items should be dealt with on a reimbursement basis. I agree with the Mother that these items are better dealt with on a monthly basis. While the Mother submits that an additional proviso should be included for the Father to reimburse 80% of any medical bills above S\$200, I do not make such an order. The monthly sum of S\$50 for medical expenses suffice as there is no evidence that C2 and C3 require periodic medical treatment. Medical bills should be incurred relatively infrequently and what is not spent should be saved up.

(c) The Mother claims reasonable monthly expenses of S\$210 for overseas travel for each of the Children. I reject this expense. Costs relating to overseas travel should be borne by the party bringing the Children overseas: *WXA v WXB* [2024] SGHCF 22 at [26].

93 Taking into account the differing views regarding expenses relating C2 and C3's transportation, clothes and shoes, and insurance; C2's gym membership; and C3's school-related expenses, books and toys, and haircut, I assess C2 and C3's reasonable monthly expenses to be S\$1,570 and S\$1,050 respectively.

94 Earlier in this judgment, I found that the Father had undisclosed businesses, cash and investments and that he is earning substantially more than the A\$3,000 or A\$1,000 a month he contended. It would be just and equitable

for the Father to bear a higher proportion of 75% of the Children's reasonable expenses. Therefore, the Father is to pay a monthly maintenance of S\$1,965, consisting of S\$1,177.50 for C2 and S\$787.50 for C3. He currently pays maintenance on the 15th day of each month, and that should continue.

95 In making these orders, I have also excluded the following requests:

(a) Reductions for C2 after his polytechnic education: The Father asks for an order now that maintenance payments are to be reduced after C2 completes his polytechnic education and further reduced once C2 enlists for National Service and receives an allowance.<sup>178</sup> This concerns the future, which is not yet known. Where circumstances change, as they no doubt will, parties ought to attempt to work together: see *WRX v WRY* [2024] 1 SLR 851 at [70]. In the absence of any practical agreement, the relevant application with pertinent evidence would then be required.

(b) Insurance policies: The Mother seeks an order for the Father to continue paying for all of the Children's existing insurance policies.<sup>179</sup> The Father agrees that the health insurance policies form part of the Children's reasonable expenses and these have been included in the Children's reasonable monthly expenses. However, the insurance savings plans held on behalf of the Children have an immediate surrender value and function as investment policies. An expense would generally not be reasonable if it goes to the accumulation of wealth or the acquisition of assets usable in the future: *UEB v UEC* [2018] SGHCF 5 at [6]. While there is no absolute prohibition against the use of

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<sup>178</sup> DWS at para 34.

<sup>179</sup> PWS at para 85(d)(ii)(1).

maintenance funds to acquire assets, in my view, it would be fair and equitable for whoever is taking over the insurance savings policies pursuant to the division of matrimonial assets to continue paying for the savings policies if they are of the view that it would be beneficial for the Children.

(c) Tertiary education expenses: The Mother seeks an order for the Father to bear 80% of the tertiary education expenses of the Children. I decline to make such a general order as it is too speculative. There is no evidence before the court as to the Children's future plans. C2 has yet to commence National Service and C3 is still in secondary school.

(d) Backdated maintenance: The Mother asks for S\$35,200 as backdated maintenance for the Children, calculated at S\$3,400 per month from August 2023 to December 2023 and S\$1,400 per month from January 2024 to January 2025.<sup>180</sup> I decline to make such an order. An interim maintenance order of S\$2,000 per month has been in place for the Children since January 2024.<sup>181</sup> A final maintenance order cannot be backdated to account for the same period for which an interim maintenance order is already subsisting: see the Court of Appeal's guidance in *AXM v AXO* [2014] 2 SLR 705 at [21]. While I am aware that I may make a prospective adjustment, I do not think it is necessary in this case. The Father has, in the meanwhile, continued to pay for the domestic helper's expenses amounting to S\$660 per month and the premiums for the Children's insurance policies under his name amounting to about S\$271.97 per month.

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<sup>180</sup> PWS at paras 59–62 and 78–81.

<sup>181</sup> CB.I.325.

**Final issue**

96 Parties agreed on the issues of custody, care and control and access regarding the Children. This is reflected in a consent order in the interim judgment.<sup>182</sup> Notwithstanding, the Father, in his submissions, sought a counselling order for him and the Children to attend counselling to repair their relationship.<sup>183</sup> A summons with affidavit evidence ought to be filed in the proper forum as such an order requires proper argument and evidence. It would, of course, be more constructive if the family could come to an agreement on contact arrangements or the relevant counselling required; they are the persons best placed to do so.

**Conclusion**

97 For the reasons given above, I make the following orders:

- (a) The pool of matrimonial assets is valued at S\$1,698,386.99. The ratio for the division of matrimonial assets is 70:30 in favour of the Mother. Parties requested to be given the liberty to work out how to effect the court's order on the division of assets. They are to write in within 21 days of today.
- (b) The Father shall pay to the Mother a sum of S\$20,000 as lump sum maintenance.

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<sup>182</sup> PWS at para 7; DWS at paras 5–6.

<sup>183</sup> DWS at para 5.

(c) The Father shall pay to the Mother a sum of S\$1,965 as monthly maintenance for C2 and C3 on the 15th day of each month commencing May 2025.

(d) Counsel also requested to submit on costs; they may do so in the correspondence directed at (a).

Valerie Thean  
Judge of the High Court

Hannah Cheang Hui-Fen and Tan Zu Er, Joey (Focus Law Asia LLC)  
for the plaintiff;  
Chettiar Kamalarajan Malaiyandi and Navin Kangatharan (Rajan  
Chettiar LLC) for the defendant.

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