

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 24

Divorce (Transferred) No 3411 of 2022

Between

WXW

... Plaintiff

And

WXX

... Defendant

JUDGMENT

[Family law — Matrimonial assets — Liabilities

[Family law — Matrimonial assets — Division — Dual-income or single-income marriage]

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WXW

v

WXX

[2024] SGHCF 24

General Division of the High Court (Family Division) — Divorce
(Transferred) No 3411 of 2022
Teh Hwee Hwee J
22 February, 21 May 2024

24 June 2024

Judgment reserved.

Teh Hwee Hwee J:

Introduction

1 The issue that arises for determination before me concerns the division of matrimonial assets under s 112 of the Women's Charter 1961 (2020 Rev Ed) ("Women's Charter"). The main inquiry is whether the present case relates to a dual-income marriage such that the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*") should apply, or to a single-income marriage where the framework in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 ("*TNL v TNK*") would be more appropriate.

Background facts

2 The plaintiff (the “Wife”), who is 62 years old, and the defendant (the “Husband”), who is 64 years old, were married on [X] January 1988.¹ Their marriage lasted for 34 years and 8 months, with interim judgment granted on 22 September 2022 (“Interim Judgment”) in reliance on the fact that the parties had lived apart for a continuous period of at least four years immediately preceding the filing of the writ for divorce.² They have three children, [A], [B] and [C], who turn 33, 30 and 25 this year.³

3 The Wife has worked full-time for the entirety of the marriage. She currently works as a director of a company, for which she receives a gross monthly salary of S\$32,541.67.⁴ The Husband is unemployed. He left his full-time job in banking in 1997, approximately nine years into the marriage.⁵ Since then, he has engaged in various undertakings, including:⁶

¹ Joint Summary dated 14 February 2024 (“Joint Summary”) at p 1; Husband’s Written Submissions dated 14 February 2024 (“Husband’s Written Submissions”) at para 3; Wife’s 1st Affidavit of Assets and Means (accurate as of 21 November 2022) dated 25 November 2022 (“Wife’s 1st AOM”) at para 23.

² Wife’s Written Submissions dated 14 February 2024 (“Wife’s Written Submissions”) at para 1; Husband’s Written Submissions at para 3.

³ Wife’s Written Submissions at para 2; Husband’s Written Submissions at para 5; Wife’s 1st AOM at para 23.

⁴ Wife’s Written Submissions at para 7; Husband’s Written Submissions at para 7; Wife’s 1st AOM at paras 2, 6 and 7.

⁵ Wife’s Written Submissions at para 9; Husband’s Written Submissions at para 8.

⁶ Wife’s Written Submissions at paras 92 and 155; Husband’s Written Submissions at para 16; Husband’s 2nd Affidavit of Assets and Means dated 21 July 2023 (“Husband’s 2nd AOM”) at para 39.

- (a) Running a home-delivery laundry service in 1998 for a period of one year, where payment was made on a commission basis;⁷
- (b) Operating a fried noodles hawker stall for two months in 2000, which he claims to have made a loss;⁸
- (c) Offering services for a wedding planning company (in which he was responsible for occasionally assisting with marketing matters, but for which he claims he was ultimately not paid) for four years beginning 2004;⁹
- (d) Conducting *ad hoc* Financial Futures and Options (Financial Derivatives) Markets classes without charge at home for four years beginning 2008;¹⁰
- (e) Acting as a guest speaker in Malaysia on financial markets on an *ad hoc* basis for six years beginning 2012, in which he received an honorarium of MYR200 to MYR300 each time;¹¹ and
- (f) Acting as the managing director of a private company for one year beginning June 2020 with a basic monthly salary of

⁷ Husband's Written Submissions at para 16(a); Husband's 1st Affidavit of Assets and Means dated 28 November 2022 ("Husband's 1st AOM") at para 14(g); Husband's 2nd AOM at para 19.

⁸ Husband's Written Submissions at para 16(b); Husband's 1st AOM at para 14(g); Husband's 2nd AOM at paras 20 and 21.

⁹ Husband's Written Submissions at para 16(c); Husband's 2nd AOM at para 39(iii).

¹⁰ Husband's Written Submissions at para 16(d); Husband's 2nd AOM at para 39(iv).

¹¹ Husband's Written Submissions at para 16(e); Husband's 2nd AOM at paras 27 and 28.

S\$2,200. He was paid a one-time bonus of S\$5,000 in August 2021.¹²

Division of the pool of matrimonial assets

4 The Husband contends that the value of the pool of matrimonial assets is S\$11,392,695.46¹³ and claims 50% of that.¹⁴ To this end, he submits that he is entitled to retain the assets in his own name and to obtain S\$5,882,145.94 from the pool of matrimonial assets.¹⁵ The Wife, on the other hand, asserts that the net value of the pool of matrimonial assets is S\$7,858,049.10 and that she should be awarded 86.6% of that.¹⁶ The Wife subsequently revises her position in her further submissions and argues that she should be awarded 80% of the pool of matrimonial assets.¹⁷ She seeks to retain the assets in her name, and to obtain the remaining amount of S\$1,967,452.67 from the pool of matrimonial assets.¹⁸

¹² Husband's Written Submissions at para 16(f); Husband's 1st AOM at pp 2, 18 and 19; Husband's 2nd AOM at pp 52, 53, 57 and 58.

¹³ Husband's Written Submissions at para 40.

¹⁴ Husband's Written Submissions at para 48.

¹⁵ Husband's Written Submissions at para 49.

¹⁶ There appears to be an error in the Wife's Written Submissions at paras 73, 74 and 158 as regards the Wife's computation of the pool of matrimonial assets. Based on the Wife's own proposed breakdown in Annex A, found at the Wife's Written Submissions at p 80, and the Wife's Supplemental Written Submissions filed on 19 May 2024 ("Wife's Supplemental Written Submissions") at para 8, the pool of matrimonial assets is S\$7,858,049.10.

¹⁷ Wife's Supplemental Written Submissions at para 8.

¹⁸ Wife's Supplemental Written Submissions at para 8.

Identification and valuation of the pool of matrimonial assets

5 I start with the determination of the value of the pool of matrimonial assets. In this regard, I adopt the date of the Interim Judgment as the operative date for ascertaining the pool of matrimonial assets, and the date of the ancillary matters hearing as the date for determining the value of the assets.

6 The parties are in agreement regarding the assets for inclusion in the pool of matrimonial assets and their value, save for the following items:¹⁹

- (a) The value of [Property M] (“Matrimonial Property”); and
- (b) Whether the Standard Chartered Bank Account No XXX425 for a loan of S\$707,681.27 and the Citibank Term Time Loan Account No XXXXXXXXXXXX177 for a loan of S\$90,737.59 (the “Standard Chartered Loan” and the “Citibank Loan” respectively) should be excluded in the determination of the value of the pool of matrimonial assets.

7 For completeness, I note that the Husband had initially also sought to exclude an OCBC term loan of approximately S\$420,000,²⁰ which was taken in the parties’ joint names, from the determination of the value of the pool of matrimonial assets.²¹ He asserted that although he was aware of the existence of this loan, he did not know what it was taken out for, and hence, he should not

¹⁹ Joint Summary at pp 4 to 10, 12 and 13.

²⁰ Wife’s 3rd Affidavit of Assets and Means dated 4 December 2023 (“Wife’s 3rd AOM”) at para 8.

²¹ Husband’s 1st AOM at para 19; Husband’s 2nd AOM at paras 22, 29 to 32 and pp 131 to 143.

be responsible for bearing this liability.²² The Husband has, however, not sought to advance this line of argument in his written submissions. Nevertheless, even if he had proceeded on that basis, he would not have succeeded. Any debt owing or obligation incurred or undertaken for the joint benefit of the parties or for the benefit of any child of the marriage should be taken into account under s 112(2)(b) of the Women's Charter. In this case, the Wife claims that the S\$420,000 loan was taken out to fund either the Husband's or the family's expenses,²³ but the Husband did not have a response to that.²⁴ Further, the relevant loan facility agreement is in evidence, and it exhibits the Husband's signature.²⁵ In this regard, there is no evidence presented by the Husband to dispute the validity of his signature or to substantiate why he is not bound by the agreement. Accordingly, even if the Husband had pursued this argument, his mere assertion that he was not aware of the purpose of the S\$420,000 loan would not have justified its exclusion from the determination of the value of the pool of matrimonial assets.

Disputed matrimonial assets and liabilities

(1) The value of the Matrimonial Property

8 The Matrimonial Property was sold on 30 September 2022 for S\$6,200,000.²⁶ In the Joint Summary and his written submissions, the Husband did not account for the outstanding housing loan of S\$2,792,008.33 and had

²² Husband's 1st AOM at para 19; Husband's 2nd AOM at paras 22, 29 to 32 and pp 131 to 143.

²³ Wife's 2nd Affidavit of Assets and Means dated 21 July 2023 ("Wife's 2nd AOM") at para 62; Wife's 3rd AOM at para 7.

²⁴ Husband's 3rd Affidavit of Assets and Means dated 7 December 2023 ("Husband's 3rd AOM") at Section B.

²⁵ Husband's 2nd AOM at p 143.

²⁶ Wife's 1st AOM at pp 61 to 64; Husband's 1st AOM at para 4.

instead adopted the sale price of S\$6,200,000 in his valuation of the pool of matrimonial assets.²⁷ As for the Wife, she adopted the value of S\$3,451,808.92, which takes into account items such as additional mortgage-related payments made by her, as well as various expenses and additional payments related to the sale of the Matrimonial Property.²⁸

9 The Husband’s position is misconceived. The outstanding housing loan of S\$2,792,008.33 as of 30 September 2022²⁹ should be taken into account in ascertaining the value that the Matrimonial Property adds to the pool of matrimonial assets. Although the Matrimonial Property was sold at S\$6,200,000, the entire sale price should not be included in the pool of matrimonial assets because the outstanding housing loan of S\$2,792,008.33 had to be repaid.

10 In my judgment, as the Matrimonial Property has already been sold at the time of the ancillary matters hearing, with neither party disputing the relevance of the sale proceeds to the valuation of the Matrimonial Property, the Matrimonial Property’s value is appropriately determined by its *net* sale proceeds. I value the Matrimonial Property at S\$3,389,243.72, being the sale price of S\$6,200,000 less the outstanding housing loan of S\$2,792,008.33, and taking into account the negative balance from additional takings and expenses of S\$18,747.95 associated with the sale of the Matrimonial Property. The additional takings and expenses are set out at [62] below, under the headings “additional sums received” and “additional expenses incurred” respectively, together with consequential directions on adjustments that should be made to

²⁷ Joint Summary at pp 4 to 6; Husband’s Written Submissions at paras 33 and 40.

²⁸ Joint Summary at pp 4 to 6; Wife’s Written Submissions at paras 3 to 6, 15 to 21, 164(iii) and Annex A, found on p 80.

²⁹ Husband’s Written Submissions at para 33; Wife’s 1st AOM at p 85.

account for CPF refunds and advances from the sale proceeds of the Matrimonial Property received by the parties, as well as the expenses incurred by the Wife (at [63]–[64]), when calculating the remaining sums to be paid to each party.

- (2) Whether the Standard Chartered Loan and the Citibank Loan should be excluded from the determination of the value of the pool of matrimonial assets or borne solely by the Wife

11 The Husband argues that the Standard Chartered Loan and the Citibank Loan should not be included when determining the value of the pool of matrimonial assets as these liabilities were incurred by the Wife “for her own benefit and without the knowledge or consent of the Husband”.³⁰ Alternatively, if these loans are included in the pool of matrimonial assets, the Husband seeks for them to be borne solely by the Wife because they were taken out “in her sole name and benefit and for the purpose of benefiting the family”.³¹ There is likely a typographical error in the quoted phrase, which concludes the section relating to the Husband’s submissions on why the Wife should be solely responsible for the Standard Chartered Loan and the Citibank Loan, given that it contradicts the Husband’s previous raising of “serious questions” as to whether the loans were for the purpose of benefiting the family,³² as well as his assertions that the loans were for the Wife’s own benefit.³³

12 The Wife argues that these loans should be considered and deducted from the pool of matrimonial assets. She does not dispute the purpose of these loans – *ie*, that the Standard Chartered Loan was taken out by her to finance her

³⁰ Husband’s Written Submissions at paras 20(b) and 35.

³¹ Husband’s Written Submissions at para 41.

³² Husband’s Written Submissions at para 37.

³³ Husband’s Written Submissions at paras 20(b) and 37.

personal investments, and the Citibank Loan was taken out to finance AIA Platinum Legacy Policy no XXXXXXXX485 (“AIA Platinum Legacy Policy”).³⁴ However, the Wife points out that while the Husband seeks to exclude the Standard Chartered Loan and the Citibank Loan, “he wants to ‘enjoy the benefits’ those loans had generated, i.e., the balance in the [Standard Chartered Bank] Cash Account XXX425 of \$1,953,407.06 and the surrender value of the AIA Platinum Legacy Policy no. XXXXXXXX485 of \$198,454.52”. She submits that he is not entitled to claim the benefits of the cash generated in related bank accounts while disclaiming the associated liabilities.³⁵

13 In relation to the Standard Chartered Loan, the Wife has tendered statements from the Standard Chartered Bank in support of her submission that the Standard Chartered Loan of S\$707,681.27 was taken out to finance a portfolio of investments.³⁶ An Interim Portfolio Valuation Report issued by Standard Chartered for the period of 1 to 30 September 2022 included a cash balance of S\$1,953,407.06 (or US\$1,360,974.75),³⁷ gains such as those from dividend payments³⁸ and sale of securities,³⁹ and liabilities such as loans.⁴⁰ Notably, in addition to the cash balance of S\$1,953,407.06, several other assets claimed by the Husband are also part of this Investment Portfolio. For example, the Wife’s shareholdings in Meta Platforms Inc., Paypal Holdings Inc., Microsoft Corporation, Apple Inc., Alphabet Inc., and Vodafone Group Plc all

³⁴ Wife’s Written Submissions at para 68.

³⁵ Wife’s Written Submissions at para 68.

³⁶ Wife’s Written Submissions at para 68; Wife’s 1st AOM at pp 125 to 132.

³⁷ Wife’s 1st AOM at p 126.

³⁸ Wife’s 1st AOM at p 131.

³⁹ Wife’s 1st AOM at p 130.

⁴⁰ Wife’s 1st AOM at p 129.

fall under this portfolio.⁴¹ These assets have been included by the Husband when calculating the pool of matrimonial assets,⁴² of which he claims a 50% share.⁴³

14 As for the Citibank Loan, the Wife asserts that this has resulted in the surrender value of S\$198,454.52 as regards the AIA Platinum Legacy Policy.⁴⁴ The Husband has similarly sought to include the surrender value of the Wife's AIA Platinum Legacy Policy as part of the pool of matrimonial assets,⁴⁵ and claims to be entitled to 50% of this.⁴⁶

15 In this case, the Wife provided financially for the whole family and managed the finances of the entire household. She had income from her employment and a portfolio of investments. The economic gains and assets that were derived from her employment and investments form part of the pool of matrimonial assets to be divided between the parties. There is no dispute in this regard. I note, in particular, that the Husband did not seek to exclude any such gains and assets on the basis that they were the result of economic activities undertaken by the Wife for her own benefit. In my view, the same approach should have been taken by the Husband in relation to the liabilities that the Wife had taken on to generate the gains and assets, and such liabilities should similarly not have been disputed by the Husband but factored into the valuation of the pool of matrimonial assets. What is sauce for the goose is sauce for the gander. I am not persuaded by the Husband that the loans "should not be deducted from [the Wife's] assets to reduce the size and pool of assets available

⁴¹ Wife's 1st AOM at p 127.

⁴² Husband's Written Submissions at para 33.

⁴³ Husband's Written Submissions at para 48.

⁴⁴ Wife's Written Submissions at para 68; Wife's 1st AOM at pp 97 and 166.

⁴⁵ Husband's Written Submissions at paras 33 and 40.

⁴⁶ Husband's Written Submissions at para 48.

for division”, or that they should be borne solely by the Wife.⁴⁷ It would be manifestly unfair to the Wife for the assets in her name to be included as assets generated for the benefit of the family and for division between the parties, but for the liabilities in her name to be considered liabilities incurred for her own purposes and thus as a burden to be borne solely by her. Here, there is evidence to show that the loans formed part of funds invested to generate assets that were added to the pool of matrimonial assets (see [13] above). This is not a case where the Husband is alleging that the Wife had intentionally chalked up inappropriate debts or dissipated assets in anticipation of the divorce or after the divorce proceedings had commenced. I therefore agree with the Wife that the Husband must take the good with the bad.

16 Indeed, the Husband’s own case is that he is entitled to a share of the benefits that resulted from these loans. Specifically, the Husband has sought to include the Wife’s personal investments and the surrender value of the Wife’s AIA Platinum Legacy Policy as part of the pool of matrimonial assets,⁴⁸ of which he claims to be entitled to 50%.⁴⁹ In effect, the Husband is seeking to exclude the liabilities associated with such assets, similar to his valuation of the Matrimonial Property, which excludes the outstanding housing loan (see [9] above). But the Husband is not entitled to refuse to shoulder the corresponding liabilities for the very assets that he is seeking to benefit from, which were evidently not incurred only for the Wife’s benefit.

17 As I will explain later in this judgment (at [33]–[51] below), I am of the view that this case relates to a long single-income marriage where the

⁴⁷ Husband’s Written Submissions at para 38.

⁴⁸ Husband’s Written Submissions at paras 33 and 40.

⁴⁹ Husband’s Written Submissions at para 48.

framework under *TNL v TNK* should apply instead of the structured approach under *ANJ v ANK*, which is inappropriate for this case. Accordingly, there will be no computation of the dollar value of direct contributions made by each party to determine the parties' contributions ratio. Instead, the net value of the pool of matrimonial assets will be tallied up and divided in a manner that gives due recognition to both the role of breadwinner and the role of homemaker, which are "equally fundamental to the well-being of a marital partnership" [emphasis in original omitted] (*ANJ v ANK* at [17], following *NK v NL* [2007] 3 SLR(R) 743 at [41]). In such a context, given that the assets generated by the efforts of the working spouse will not be specifically attributed to the working spouse when the pool of matrimonial assets is divided, the liabilities incurred by the working spouse in the course of providing for the family should similarly not be singled out to be ascribed only to him or her. Plainly, the approach in *TNL v TNK* should not be applied in a manner that penalises the breadwinner by taking into account the assets generated through his or her effort but disregarding liabilities incurred or that have to be incurred in the course of producing fruits for the benefit of the pool of matrimonial assets. Liabilities that have been incurred in the name of the working spouse for the benefit of the family, which may include loans to finance the acquisition of assets that are added to the pool of matrimonial assets to be divided, should therefore generally be deducted from the pool. It bears noting that under s 112(2)(b) of the Women's Charter, it is the duty of the court, when ordering the division of matrimonial assets, to have regard to "any debt owing or obligation incurred or undertaken by *either* party for their joint benefit" [emphasis added].

18 In seeking to include the gains generated from the Standard Chartered Loan and the Citibank Loan in the pool of matrimonial assets, the Husband has essentially conceded that he wished to benefit from these gains, and consequently cannot deny that these liabilities were incurred by the Wife for the

joint benefit of both parties. Therefore, even disregarding the last line of the concluding paragraph in the section relating to the Husband's submissions on why the Wife should be solely responsible for the Standard Chartered Loan and the Citibank Loan where he stated that the loans were taken out "in [the Wife's] sole name and benefit and *for the purpose of benefiting the family*" [emphasis added],⁵⁰ he cannot deny that the loans were taken out to generate matrimonial assets, which "are the gains of the marital partnership between the former equal marital partners who have both contributed their different personal efforts to enrich their marital partnership" (Leong Wai Kum, *Elements of Family Law in Singapore* (LexisNexis, 3rd Ed, 2018) at para 17.063).

19 The Husband submits, relying on *WAS v WAT* [2022] SGHCF 7 ("*WAS v WAT*"), that the Standard Chartered Loan and the Citibank Loan were liabilities for the Wife to bear alone.⁵¹ In my view, *WAS v WAT* would not apply in the manner as submitted by the Husband and does not assist him.

20 The case of *WAS v WAT* involved a dual-income marriage in which the structured approach in *ANJ v ANK* was applied. The court there found that a loan was taken out in effect "for [the husband's] personal use alone", and that it was not taken out for the benefit of the family or used for any family expenses (at [47]). The loan was deducted from the pool of matrimonial assets as the husband's sole liability (at [43]–[44]), from the husband's direct contributions (at [92]). The effect of this was not to exclude the loan when determining the pool of matrimonial assets. The loan was considered in reckoning the net assets held in the sole name of the husband and deducted from the amount of his direct contributions, consequently reducing the pool of matrimonial assets that was

⁵⁰ Husband's Written Submissions at para 41.

⁵¹ Husband's Written Submissions at paras 20(b), 20(c), 32 and 35 to 41.

available for division (at [69]). The court further held that where a debt was incurred for the purpose of benefiting the family, this may be considered when calculating the borrowing party's indirect contributions, giving him or her credit in that aspect (at [45] and [46(c)(i)]). If, however, the debt arose from a loan in which funds were utilised to acquire an asset which had already been taken into account as part of that party's direct contributions, then no further credit ought to be given in respect of indirect contributions (at [46(c)(i)]). In addition, where the debt was incurred for the borrowing party's personal use, unless there were particular circumstances, there may be no effect on that party's indirect contributions (at [46(c)(ii)]). As the loan there was found to be taken out for the husband's own purposes, the court did not increase his indirect contributions (at [47] and [90]). Putting aside the point that there will be no assessment to determine the parties' ratios for direct contributions and indirect contributions in the present case, based on *WAS v WAT*, the Standard Chartered Loan and the Citibank Loan would still reduce the value of the pool of matrimonial assets even if they were taken out solely for the Wife's benefit. In other words, the value of these loans would be taken into account when determining the value of the pool of matrimonial assets and would still not be part of the pool of matrimonial assets that the Husband here has a claim to. Indeed, unlike the Husband in this case, the husband in *WAS v WAT* did not seek to deduct the loan from the pool of matrimonial assets but included it to show his contributions to one of the matrimonial assets (at [40]). The Husband's arguments made in reliance of *WAS v WAT* are therefore misconceived.

The total pool of matrimonial assets and liabilities

21 Having dealt with the disputed items, a summary of the pool of matrimonial assets is as follows:⁵²

S/n	Description	Value
Assets held in the parties' joint names		
1	Matrimonial Property	S\$3,389,243.72
2	DBS Joint Savings Account No XXX-X-XXX782	S\$47,443.62
Sub-total		S\$3,436,687.34
Assets and liabilities held in the Wife's sole name		
3	CPF Ordinary Account	S\$408.07
4	CPF Special Account	S\$162,904.82
5	CPF Medisave Account	S\$66,000
6	CPF Retirement Account	S\$206,101.33
7	[Property L]	S\$330,000
8	Citibank Checking Account	S\$149,732.51

⁵² Joint Summary at pp 4 to 15; Wife's Written Submissions at pp 79 and 80; Husband's Written Submissions at para 33.

9	Citibank Brokerage Cash Account No XXXXXXXX033	S\$2,119.64
10	UOB Account No XXX-XXX-378-6	S\$1.57
11	UOB SRS Account No XX-XXXX95-9	S\$2,001.10
12	UOB Uniplus Savings Account No XXX- XXX-X72-9	S\$434.56
13	Malaysian UOB Current Account No XXX-XXX-19-6 (Using the exchange rate of S\$1 to MYR3.33) ⁵³	S\$6,220.72
14	HSBC Account No XXX-XXXXXX-492	S\$13,494.53
15	Standard Chartered Account No XXX425 (Reflected in an Interim Portfolio Valuation Report	S\$1,953,407.06

⁵³ Parties have agreed to an exchange rate of S\$1 to MYR3.33 in the Joint Summary at p 4.

	issued by Standard Chartered, together with items 24 and 28 below.) ⁵⁴	
16	Surrender Value of Great Eastern Whole Life with ERB Policy No XXXXXXXX882	S\$43,608.17
17	Surrender Value of AIA Platinum Legacy Policy	S\$198,454.52
18	Surrender Value of AIA Retirement Saver Policy No XXXXXXXX998	S\$171,976.76
19	Surrender Value of AIA Platinum Retirement Elite Policy No XXXXXXXX045	S\$157,130.29
20	Surrender Value of Prudential	S\$16,775.66

⁵⁴ Wife's 1st AOM at p 126, applying the exchange rate of S\$1 to US\$1.4353 as agreed by parties in the Joint Summary at p 4.

	PruFlexiCash Policy No XXXXX229	
21	Surrender Value of Prudential PruFlexiCash Policy No XXXXX265	S\$16,763.34
22	Surrender Value of Prudential PruFlexiCash Policy No XXXXX274	S\$16,761.98
23	Motor Vehicle No XXXX38M	S\$155,000
24	Shares (Reflected in part in an Interim Portfolio Valuation Report issued by Standard Chartered, together with item 15 above and item 28 below.) ⁵⁵	S\$1,902,419.62
25	DBS Auto Loan Account No XXXXXXXX29W	(S\$107,279.20)

⁵⁵ Wife's 1st AOM at p 127, applying the exchange rate of S\$1 to US\$1.4353 as agreed by parties in the Joint Summary at p 4.

26	Citibank Loan	(S\$90,737.59)
27	Malaysian UOB Fixed Loan Account No XXX-XXX-X15-6 (Using the exchange rate of S\$1 to MYR3.33) ⁵⁶	(S\$343,081.60)
28	Standard Chartered Loan (Reflected in an Interim Portfolio Valuation Report issued by Standard Chartered, together with items 15 and 24 above.) ⁵⁷	(S\$707,681.27)
29	Citibank Cashback Mastercard XXXX- XXXX-XXXX-X506	(S\$556.91)
30	Citi Premiermiles Card XXXX-XXXX- XXXX-X223	(S\$1,470.36)

⁵⁶ Parties have agreed to an exchange rate of S\$1 to MYR3.33 in the Joint Summary at p 4.

⁵⁷ Wife's 1st AOM at pp 125, 126 and 129, applying the exchange rate of S\$1 to US\$1.4353 as agreed by parties in the Joint Summary at p 4.

31	POSB Everyday Card XXXX-XXXX- XXXX-X007	(S\$16,721.62)
32	OCBC Cashflo Mastercard XXXX- XXXX-XXXX-X433	(S\$9,548.86)
33	OCBC Voyage Credit Card XXXX-XXXX- XXXX-X615	(S\$16,811.12)
34	UOB ISCA Card XXXX-XXXX- XXXX-X800	(S\$3,914.21)
35	HSBC Premier Mastercard XXXX- XXXX-XXXX-X564	(S\$2,318.61)
Sub-total		S\$4,271,594.90
Assets held in the Husband's sole name		
36	CPF Ordinary Account	S\$69.75
37	CPF Special Account	S\$0.00
38	CPF Medisave Account	S\$46,308.96
39	CPF Retirement Account	S\$40,125.15

40	POSB Savings Account No XXX- XXX96-6	S\$200.31
41	POSB Current Account No XXX- XX16-1	S\$0.00
42	Singtel Shares	S\$497.80
Sub-total		S\$87,201.97
Total pool of matrimonial assets		S\$7,795,484.21

Division of matrimonial assets

22 Having identified and valued the pool of matrimonial assets, I now determine how it is to be divided.

Whether this was a single-income or dual-income marriage

(1) Parties' arguments

23 The Wife has sought to apply the structured approach in *ANJ v ANK*.⁵⁸ Despite her submission that “the financial burden of paying for all of the expenses for the family... fell on [her] solely”,⁵⁹ and her description of the family as one with a “single income”,⁶⁰ where she was the “sole breadwinner”,⁶¹

⁵⁸ Wife's Written Submissions at paras 143 to 156.

⁵⁹ Wife's Written Submissions at para 75.

⁶⁰ Wife's Written Submissions at paras 93 and 101; Wife's 1st AOM at para 59.

⁶¹ Wife's Written Submissions at paras 9, 91, 93, 106 and 152; Wife's Supplemental Written Submissions at paras 3, 5 and 6; Wife's 1st AOM at para 46; Wife's 2nd AOM at paras 19(i) and 35.

such that the burden of providing for the family fell “solely” on her,⁶² she argues that the present case concerns a dual-income marriage, given that the Husband had made direct financial contributions to the acquisition of the parties’ first matrimonial property when he was still working, as well as the purchase of the parties’ subsequent matrimonial properties.⁶³ The Wife also claims that although the Husband has been unemployed since 1997, he was “not a house husband”.⁶⁴ She points to the various business undertakings that the Husband dabbled in over the years (see [3] above) to show that he was often busy and taking care of the children was never his primary role.⁶⁵ Counsel for the Wife placed heavy emphasis in her submissions at the hearing that the Husband was not “a full-time homemaker” as he had to attend to his business and travel to Malaysia for work. The family also had the assistance of domestic helpers.⁶⁶ Accordingly, the Wife argues that the approach in *TNL v TNK* is not appropriate⁶⁷ and that the approach in *ANJ v ANK* should apply.

24 Applying the structured approach in *ANJ v ANK*, the Wife contends that both her financial and non-financial contributions far outweigh the Husband’s contributions. First, as regards her direct financial contributions, even taking into account the Husband’s contributions to the Matrimonial Property through his CPF payment of S\$283,500 and his cash contributions to the previous two

⁶² Wife’s 1st AOM at para 30; Wife’s 2nd AOM at para 52; Wife’s 3rd AOM at paras 10 and 43.

⁶³ Minute Sheet for the Hearing dated 22 February 2024.

⁶⁴ Wife’s Written Submissions at paras 118 and 139; Wife’s 1st AOM at para 61.

⁶⁵ Wife’s Written Submissions at paras 92 and 155; Wife’s 2nd AOM at para 54.

⁶⁶ Minute Sheet for the Hearing dated 22 February 2024.

⁶⁷ Minute Sheet for the Hearing dated 22 February 2024; Wife’s Supplemental Written Submissions at para 7.

matrimonial properties,⁶⁸ the Wife submits that she had made 93.2% of the direct financial contributions.⁶⁹

25 Second, as for the Wife’s indirect contributions, she contends that apart from being the sole breadwinner of the family⁷⁰ and being responsible for all household expenses,⁷¹ she had also made significant non-financial contributions. According to the Wife, the Husband had left the Wife to deal with the bulk of running the household. She asserts that she was responsible for, amongst other things, the household chores, grocery shopping, overseeing renovations, planning family trips and fixing household appliances, and that she was also the primary caregiver of the children.⁷² In this regard, she says that she was only able to fulfil her familial duties while working full-time due to the assistance that she had received from the family’s domestic helpers, who were also managed by her.⁷³ She denies that the Husband had made any contributions such as performing household chores, as these were done by the domestic helpers or the Wife herself.⁷⁴

26 In relation to the caregiving of the children, it is the Wife’s case that she had prioritised taking care of the children both on the weekends and after work,

⁶⁸ Wife’s Written Submissions at paras 34, 38 and 149.

⁶⁹ Wife’s Written Submissions at paras 148 to 150 and 156.

⁷⁰ Wife’s Written Submissions at para 9; Wife’s 1st AOM at para 46.

⁷¹ Wife’s Written Submissions at paras 75 and 153; Wife’s 1st AOM at para 50.

⁷² Wife’s Written Submissions at paras 118 to 135; Wife’s 1st AOM at paras 60 to 75.

⁷³ Wife’s Written Submissions at paras 118 and 123; Wife’s 1st AOM at para 61.

⁷⁴ Wife’s Written Submissions at paras 120 and 121; Wife’s 2nd AOM at paras 43 to 45 and 49.

going on leave whenever they needed her,⁷⁵ taking them to tuition and enrichment classes, and supervising their work even as they grew older.⁷⁶

27 In her further submissions, the Wife maintains that she was the “sole breadwinner and the homemaker... throughout the marriage.”⁷⁷ As she had “expended all of her energies and efforts towards ensuring that the family’s needs were met”,⁷⁸ the Wife argues that she made 66.8% of the indirect contributions, resulting in an ultimate division ratio of 80:20 in her favour.⁷⁹

28 In contrast, the Husband argues that this was a single-income marriage with the Wife being the sole breadwinner, and the Husband being the primary homemaker.⁸⁰ He therefore seeks an equal division of the pool of matrimonial assets.⁸¹ He makes two main points in this regard. First, the Husband argues that he was the primary homemaker as he “actively engaged [*sic*] many tasks for the well-being of the Children and family”.⁸² This included, for example, waking up to change his children’s diapers when they were young, taking care of the children when the Wife was working long hours, supervising the work of the domestic helpers, maintaining the home such as weeding and gardening, as well as the fish pond that was not fitted with a filter, removing stains on the carpets and replacing faulty appliances, and essentially devoting himself to be a “stay-

⁷⁵ Wife’s Written Submissions at para 152; Wife’s 2nd AOM at para 51.

⁷⁶ Wife’s Written Submissions at para 130.

⁷⁷ Wife’s Supplemental Written Submissions at para 5.

⁷⁸ Wife’s Written Submissions at para 152.

⁷⁹ Wife’s Supplemental Written Submissions at para 8.

⁸⁰ Husband’s Written Submissions at paras 28 to 30.

⁸¹ Husband’s Written Submissions at para 48.

⁸² Husband’s Written Submissions at para 10.

at-home father”.⁸³ In particular, the Husband states that he was the “first responder” whenever the children were sick or injured, and that he was always there to care for them, including tutoring them and bringing them to the playground.⁸⁴ To support these claims, the Husband relies heavily on [A]’s and [C]’s affidavits to highlight his strong relationship with the children.⁸⁵ The Husband also points out that the Wife is simply unaware of his contributions given that she was often home late from work.⁸⁶

29 Second, the Husband argues that although he has had multiple business undertakings across the years, it is “artificial to treat [their marriage] as a dual-income marriage” and apply the structured approach in *ANJ v ANK* given the parties’ disparity in income, with the Husband’s income being a “small fraction” of the Wife’s.⁸⁷ He claims that his business undertakings were on a “short-term, piecemeal and ad hoc basis”, explaining why his earnings were “dwarfed” by the Wife’s.⁸⁸ He also emphasises that these projects took up only a “fraction” of his time as compared to that of taking care of the children.⁸⁹ Accordingly, the Husband argues that the parties were in a single-income marriage and that the approach in *TNL v TNK* should be applied.⁹⁰

⁸³ Husband’s Written Submissions at paras 10 and 47; Husband’s 1st AOM at paras 15(B)(ii), 15(B)(iii) and 15(B)(ix) to 15(B)(xxii); Husband’s 3rd AOM at paras 34 to 36.

⁸⁴ Husband’s 3rd AOM at paras 31 to 33.

⁸⁵ Husband’s Written Submissions at para 13; Minute Sheet for the Hearing dated 22 February 2024.

⁸⁶ Husband’s 2nd AOM at para 46.

⁸⁷ Husband’s Written Submissions at para 28(f).

⁸⁸ Husband’s Written Submissions at para 18.

⁸⁹ Husband’s 3rd AOM at para 30.

⁹⁰ Husband’s Written Submissions at paras 28 to 30.

(2) The applicable law

30 As held by the Court of Appeal in *TNL v TNK*, the structured approach in *ANJ v ANK* is inappropriate in single-income marriages where the parties to the marriage have roles which are divided along more traditional lines, with one spouse taking on the role of a breadwinner and the other spouse taking on the role of a homemaker (at [43]–[44]). In such households, the application of the structured approach would “unduly favour the working spouse over the non-working spouse” by providing financial contributions with double recognition under both the first and second stages of the structured approach in *ANJ v ANK*. Consequently, this would greatly disadvantage the non-working spouse, an outcome that does not accord with the philosophy of marriage as an equal partnership. Specifically, it fails to recognise how both the roles of breadwinner and homemaker are equally fundamental to a marital relationship (at [45]).

31 As to what constitutes a single-income marriage, the case of *UBM v UBN* [2017] 4 SLR 921 (“*UBM v UBN*”) emphasises that the words “Single-Income Marriage” must be interpreted sensibly, in the spirit in which *TNL v TNK* was decided (at [49]). The philosophy of marriage as an *equal partnership* remains the guiding principle (at [68]). The court observed that when determining if the marriage was a dual-income or single-income one, the Court of Appeal in *TNL v TNK* could not have intended to “draw a thick black line separating cases where the main homemaker worked intermittently for a few years in the course of a long marriage from cases where the homemaker had not worked a single day” (at [49]). The court also observed that “what is called for is a qualitative assessment of the roles played by each spouse in the marriage relative to the other” (at [52]). Based on the judgment in *TNL v TNK*, a single-income marriage would include one where “one party is *primarily* the breadwinner and the other is *primarily* the homemaker” [emphasis in original]

(at [50]). Referring to *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520, which was considered in *TNL v TNK*, the court further observed that a spouse who had made substantial financial contributions to the acquisition of matrimonial assets could still be regarded as a homemaker in a single-income marriage (at [53]).

32 With these principles in mind, I turn to consider whether the present case concerns a dual-income marriage or a single-income marriage.

(3) Analysis

33 Both parties in this case have differing narratives of how much they have contributed to the family. This is typical of cases in which the spousal relationship has broken down and both parties are unable to see or understand matters from the other party's point of view. Oftentimes, it is akin to looking at the exact same coin from different sides, with one party seeing heads and the other party seeing tails.

34 The Wife asserts that she was the one who both provided for and took care of the family, and that the Husband did not contribute to the family despite not holding down a job.⁹¹ In fact, she claims that she has “no idea” what the Husband did on his days at home⁹² but that she “know[s] for a fact that the [Husband] [did] not take care of the Children” while she was at work.⁹³ The Husband contends, on the other hand, that the Wife worked long hours and was

⁹¹ Wife's Written Submissions at paras 152 to 155; Wife's Supplemental Written Submissions at paras 5 and 7; Wife's 1st AOM at paras 60, 61 and 71.

⁹² Wife's Written Submissions at para 136; Wife's 1st AOM at para 71.

⁹³ Wife's 1st AOM at para 71.

usually not home. As such, she “[did] not see the efforts” that he had put in for the family and the amount of time that he had spent with the children.⁹⁴

35 The Wife also asserts that she took care of all household matters.⁹⁵ When countered by the Husband that he did help with fixing appliances, she accepted that he did help “once in a while”, but argues that these were “minor incidences” and “nothing compared to [her sacrifices]”.⁹⁶ The Wife has further given evidence that she did not feel supported by the Husband. Despite working full-time, she often found herself needing to source for external help to repair any broken appliances, without help from the Husband.⁹⁷ She pointed out, in addition, that the Husband did not accompany her on her weekly grocery trips, and that she often had to do it all by herself.⁹⁸ The flipside, provided from the Husband’s perspective, was that he felt that his handyman efforts were deemed inadequate by the Wife. According to the Husband, he (and the children) had helped with fixing broken appliances. However, the Wife would complain about his work and often sourced for professional help without first informing him. This discouraged him to the point that he stopped attempting to fix these appliances.⁹⁹ As for the Wife’s weekly grocery trips, while he had initially accompanied her, he eventually stopped after feeling disapproved of whenever he placed items in the shopping bag.¹⁰⁰

⁹⁴ Husband’s 2nd AOM at para 46.

⁹⁵ Wife’s Written Submissions at paras 118 to 135; Wife’s 1st AOM at paras 60 to 75.

⁹⁶ Wife’s 2nd AOM at para 45.

⁹⁷ Wife’s 1st AOM at para 63; Wife’s 2nd AOM at paras 45 and 46.

⁹⁸ Wife’s 1st AOM at para 62.

⁹⁹ Husband’s 2nd AOM at paras 50 to 52.

¹⁰⁰ Husband’s 2nd AOM at para 47.

36 From the parties' affidavits, it is clear that the channel of communications between the parties deteriorated as their relationship worsened. This left the Wife feeling alone and unsupported, and the Husband feeling underappreciated and discouraged. The parties would, quite naturally, not be cognisant of the full extent of the contributions of the other party and the efforts that each party had made for one another, and for the family as a whole. Having considered the evidence, I find that both parties had done their best for the family and fulfilled their roles in their respective domains of responsibility, with the Wife primarily as the breadwinner and the Husband primarily as the homemaker. I explain.

37 It bears emphasis that the court will not adopt a mechanistic lens when assessing parties' day-to-day contributions. Instead, the focus is on the *primary* roles played by each party. Further, the court's power to determine what constitutes a just and equitable division is to be exercised in *broad strokes*, and "mutual respect must be accorded for spousal contributions, whether in the economic or homemaking spheres, as *both roles are equally fundamental* to the well-being of a marital partnership" [emphasis in original] (*ANJ v ANK* at [17]).

38 I first deal with whether the Husband could have been the primary homemaker despite his various business undertakings throughout the years.

39 In *TNL v TNK*, the Court of Appeal referred (at [51]) to the case of *Yow Mee Lan v Chen Kai Buan* [2000] 2 SLR(R) 659 ("*Yow Mee Lan*") as an example of a long single-income marriage. In *Yow Mee Lan*, the parties had a 26-year-long marriage. The husband was the main breadwinner while the wife committed herself to looking after the home and the children while the husband worked and travelled to build up and maintain his business (at [36]). The parties' marriage was considered to be a single-income marriage despite the fact that the

wife had worked continuously during the marriage, both for third parties and for the husband.

40 In *UBM v UBN*, the parties had been married for 37 years with four children above the age of majority. The court found that this was a single-income marriage, where the husband was the breadwinner and the wife was the homemaker who had made minimal contributions to the generation of income in the marriage (at [18] and [72]). Crucially, the court also found that the husband was actively involved in the children's lives and was close to them (at [18] and [72]). While the husband had actively cared for his children despite being the main breadwinner, the court nevertheless emphasised that the wife's homemaking contributions should not be undervalued (at [72]). Consequently, the court was of the view that on a broad-brush approach, the assets were to be divided 60:40 in favour of the husband (at [73]).

41 More recently, in *DBA v DBB* [2024] SGHC(A) 12 ("*DBA v DBB*") (at [28]), the Appellate Division of the High Court found that the case concerned a single-income marriage to which the structured approach in *ANJ v ANK* was not applicable. In that case, the parties were married in September 1990 and an interim judgment of divorce was granted in October 2021. The court accepted the wife's evidence that she was working as an insurance agent between 1991 to 1997 and that she was not working full-time during that period of time. Further, based on the husband's records, the wife had undertaken contract work from 2001 before working for her own business from 2003 to 2013, and then transiting back to contract work until 2021, excepting a two-year stint of full-time employment in 2005 and 2006 (at [17]). Emphasising the remarks in *UBM v UBN* (at [49]) that the Court of Appeal in *TNL v TNK* was unlikely to have intended to "draw a thick black line separating cases where the main homemaker worked intermittently for a few years in the course of a long

marriage from cases where the homemaker had not worked a single day” when deciding which approach to apply, the Appellate Division of the High Court (at [12]) observed that *TNL v TNK* “envisaged that in some single-income marriages, the spouse who is primarily the homemaker may also work part-time or intermittently over the course of the marriage”.

42 From the above cases, it is clear that the mere fact of a spouse having intermittent employment does not preclude the spouse from being the primary homemaker. The focus of the analysis is on the primary roles performed by the parties in the marriage (*DBA v DBB* at [13]). In the present case, the Husband had worked full-time for around nine years, which is approximately one-quarter of the parties’ marriage. He also partook in various business undertakings in the years that followed (see [3] above). However, as stated earlier, it does not necessarily follow from the Husband’s employment in the earlier years of the marriage and his subsequent engagement in some business that he was not the primary homemaker. The nature of his undertakings was consistent with his account that he had time and capacity to care for the children.¹⁰¹ For example, as regards his home-delivery laundry service, the Husband’s evidence is that it was “operated on per job commission basis”.¹⁰² The free financial classes he offered were also, on his account, conducted at home “so that [he was] available and present at home” with the children.¹⁰³

43 More pertinently, I find that the Husband’s account is supported by the evidence of [A] and [C] regarding his contributions as the primary homemaker. They recounted how the Husband was by their side, not only when they were

¹⁰¹ Husband’s 2nd AOM at paras 35 and 39.

¹⁰² Husband’s 2nd AOM at para 19.

¹⁰³ Husband’s 2nd AOM at para 39(iv).

injured or sick, but also when they needed guidance, support or help. They described him as a father who had been available and who had taken care of their well-being.¹⁰⁴ They deposed to how their father had spent time with them, for instance, going to the playground most days after school and going for frequent walks, and reassuring them when they were troubled.¹⁰⁵ From the evidence, the Husband had also supervised the piano practice of the children, even though that appeared to have been found to be stressful by [B] and [C] at that time.¹⁰⁶

44 The Husband was protective of the children when they were growing up. For example, the Husband spoke to the Head of Department and Principal when he found out about the anxiety that [C] was experiencing due to a school teacher who had been caning the students.¹⁰⁷ In a similar vein, based on the Husband's evidence, he had taken immediate action when [A] had been bruised by his school bus driver.¹⁰⁸ [A] and [C] credited the Husband for ensuring that they had a "happy childhood" and creating an environment where they felt safe to turn to him when they encountered difficulties and uncertainties in life. From their depictions, the Husband is a non-judgmental, understanding and encouraging parent whom they have relied on over the years.¹⁰⁹ It is notable that the Husband had shown his affection for the children through his presence and small gestures that the children recall even now. [C] related how her friends

¹⁰⁴ Affidavit of [A] dated 27 July 2023 ("[A]'s Affidavit"); 1st Affidavit of [C] dated 27 July 2023 filed in support of the Husband ("[C]'s 1st Affidavit").

¹⁰⁵ [A]'s Affidavit at paras 5, 11, 12, 13, 14 and 19; [C]'s 1st Affidavit at paras 8, 12, 13 and 20.

¹⁰⁶ Wife's Written Submissions at para 136; [C]'s 1st Affidavit at para 7; Wife's 3rd AOM at para 51.

¹⁰⁷ [C]'s 1st Affidavit at para 11.

¹⁰⁸ Husband's 1st AOM at para 15(B)(xvi).

¹⁰⁹ [A]'s Affidavit at paras 5, 11 and 19; [C]'s 1st Affidavit at paras 4, 7, 15, 16 and 20.

were often envious of the way her father hugged her and waited for her to walk out the gate before returning to the house,¹¹⁰ and how her father would remind her to stay safe when she was leaving the house even if it was for a short while.¹¹¹ [A] referred to the Husband as [A]’s “pillar of support”.¹¹² [C] referred to the Husband as a “selfless” father who showed the children “unwavering affection”.¹¹³

45 I also find that the Husband had contributed to running the household while the Wife was at work, even though the parties had the help of domestic helpers. It is [C]’s evidence that the Wife had engaged a domestic helper to “provide support to [the Husband] who was not working and at home”.¹¹⁴ In addition, [C] gave evidence of the Husband encouraging her to “cook with him”,¹¹⁵ which broadly supports the Husband’s case that he would cook on special occasions, as well as for his children, whenever the children needed food late at night.¹¹⁶

46 The Wife and the Husband have different recollections as to when they reduced the number of domestic helpers from two to one. According to the Husband, although [C] was born in 1999,¹¹⁷ the parties had two domestic helpers

¹¹⁰ [C]’s 1st Affidavit at para 14.

¹¹¹ [C]’s 1st Affidavit at para 20.

¹¹² [A]’s Affidavit at para 4.

¹¹³ [C]’s 1st Affidavit at para 4.

¹¹⁴ 2nd Affidavit of [C] dated 15 September 2023 filed in support of the Wife (“[C]’s 2nd Affidavit”) at para 5.

¹¹⁵ [C]’s 1st Affidavit at para 7.

¹¹⁶ Husband’s 1st AOM at paras 15(B)(vi) and 15(B)(xiv).

¹¹⁷ Wife’s 1st AOM at para 23; Husband’s 1st AOM at para 15(B)(v).

only up until 1999, and one domestic helper thereafter.¹¹⁸ In comparison, the Wife claims that she “cannot remember” when they had reduced the number of domestic helpers, but that it was likely “when the Children were all in upper Secondary”.¹¹⁹ Even if the Wife’s account is accepted and the number of domestic helpers was reduced to one when the children were older, the children would still have required, given their age gaps (see [2] above), substantial parental guidance and care as they dealt with different challenges at distinct stages of their development. The Husband’s presence at home would in itself have provided peace of mind for the Wife, who had to be at work.

47 In light of the evidence, it is my finding that this case concerns a long single-income marriage in which the Wife had committed herself to the role of the breadwinner and the Husband had committed himself to the role of the homemaker. Consequently, the approach in *TNL v TNK* is more appropriate here. I emphasise that my finding that the Husband was the primary homemaker does not diminish the Wife’s consistent and involved efforts in caring for the children. The Wife was not in any way less invested in the affairs of the children. Indeed, the love of a parent is manifested in a multitude of ways and cannot be measured solely based on the amount of time they are able to reasonably spend with their children. The finding of “primary homemaker” in such a case, where both parents are clearly committed to their children, is simply an indication that the Wife and the Husband each had distinct primary roles in the family, which together, allowed for the operation of a family unit. It is not intended, in any way, to discount the immense effort and sacrifices that the Wife had made for the children and the family.

¹¹⁸ Husband’s Written Submissions at para 9(b); Husband’s 1st AOM at para 15(B)(x).

¹¹⁹ Wife’s 2nd AOM at para 53.

48 It is clear from the evidence, including the evidence of [B] and [C], that throughout the marriage, the Wife had tirelessly juggled the demands of providing a comfortable life for the family while tenaciously prioritising the children's needs and safeguarding the interests of the family.¹²⁰ Other than single-handedly taking care of the financial needs of the whole family after the Husband stopped working,¹²¹ the Wife had arranged for family vacations and weekend outings, provided the children with career and life advice,¹²² and supported them (such as through text messages) despite her busy work schedule.¹²³

49 Both [B] and [C] have provided evidence of the Wife being a strong, reliable, available and attentive parent, who was an ever-present source of comfort for them. According to [B], the Wife always ensured that she carved out quality time for the children even when she was exhausted from work,¹²⁴ such as by attending [B]'s school events no matter her schedule,¹²⁵ caring for him when he was injured and planning family holidays.¹²⁶ [B] has therefore described the Wife as being there for him "financially, physically and especially emotionally".¹²⁷ As for [C], she has also detailed with fondness the time she spent with the Wife, such as going for movies and karaoke sessions, and the quiet ways through which the Wife had shown her affection, such as by stocking

¹²⁰ Affidavit of [B] dated 18 September 2023 ("[B]'s Affidavit"); [C]'s 2nd Affidavit.

¹²¹ Wife's Written Submissions at paras 75 to 113.

¹²² [B]'s Affidavit at para 5.

¹²³ [C]'s 2nd Affidavit at para 4.

¹²⁴ [B]'s Affidavit at paras 6 and 7.

¹²⁵ [B]'s Affidavit at para 11.

¹²⁶ [B]'s Affidavit at paras 9 and 11.

¹²⁷ [B]'s Affidavit at para 12.

up the freezer with the brand of ice-cream that [C] particularly enjoyed.¹²⁸ She has described the Wife as the “glue” holding the family together,¹²⁹ and is deeply appreciative to her mother for always making time for her and her siblings despite having to work full-time.¹³⁰

50 The evidence shows that the Wife has been a giving and generous mother, meeting all the material needs of the family, all the while remaining devoted to the children and the family. It is telling how, despite what must have been very daunting circumstances when the Husband was incarcerated for six months sometime when [B] was only about six years old (and hence [A] and [C] about nine years old and a year old respectively), she had kept the household running without any upheavals and shielded the children by telling them that the Husband had gone on a six-month trip.¹³¹ Consistent with [C]’s evidence, the Wife’s commitment to keeping the family together can be gleaned from how she dealt with a separate source of tension between her and the Husband, which arose from the Husband’s offer to his godson for the godson to live with the family.¹³² On the Husband’s own account, the family was “not excited” when he informed them that he had offered the family home for his godson to stay.¹³³ According to the Wife, the godson did not pay rent or make any meaningful contribution to the household expenses that she alone was footing.¹³⁴ The Husband’s then 18-year-old godson stayed with the family for at least eight

¹²⁸ [C]’s 2nd Affidavit at paras 8 and 12.

¹²⁹ [C]’s 2nd Affidavit at para 12.

¹³⁰ [C]’s 2nd Affidavit at para 5.

¹³¹ [B]’s Affidavit at para 4.

¹³² Wife’s Written Submissions at paras 108 and 155.

¹³³ Husband’s 2nd AOM at paras 53 and 54.

¹³⁴ Wife’s Written Submissions at paras 111 to 113; Wife’s 1st AOM at para 65.

years from 2009 onwards, even as they had moved homes twice.¹³⁵ It is unclear exactly how long that living arrangement lasted, but he was still living with them in 2017.¹³⁶ While the original arrangement was for the godson to live with them until he was financially stable,¹³⁷ he remained with the family despite apparently being employed full-time.¹³⁸

51 I will touch briefly on two further points. First, in relation to the Wife's submission that the marriage was not a single-income marriage given that the Husband had made direct financial contributions to the purchase of the parties' matrimonial properties, as was observed in *UBN v UBN* (at [53]), a spouse who makes financial contributions to the acquisition of matrimonial assets can still be regarded as a homemaker in a single-income marriage (see [31] above). Second, with respect to the parties' income disparity which the Husband has raised, a large disparity in income between spouses does not *in itself* render the marriage a single-income marriage (*DBA v DBB* at [17]). In *DBA v DBB*, the court found that the large income disparity between the husband and the wife did not transform the marriage into a single-income marriage, but that it was simply consistent with the wife's case that she was the primary homemaker (at [17]). Indeed, the question of whether a party is a primary homemaker must, in the main, be evaluated upon taking into account all the relevant circumstances, and not simply by focusing on an income disparity between two parties. As shown by the analysis above, my finding that the Husband is the primary homemaker does not arise due to the large income disparity between the parties;

¹³⁵ Wife's 1st AOM at paras 64 to 66; Wife's 3rd AOM at paras 29 and 30.

¹³⁶ Wife's 1st AOM at para 66.

¹³⁷ Husband's 2nd AOM at p 50.

¹³⁸ Wife's 1st AOM at para 64.

instead, such income disparity in the present case is, as in *DBA v DBB*, merely consistent with the Husband's case that he was the primary homemaker.

The division ratio

52 Having determined that this was a long single-income marriage, I now determine what would be a just and equitable division ratio.

53 As summarised at [23]–[29] above, the Wife seeks a division ratio of 80:20 in her favour while the Husband seeks an equal division of the pool of matrimonial assets.

54 In long single-income marriages, the court will generally tend towards an equal division of the pool of matrimonial assets (*BPC v BPB and another appeal* [2019] 1 SLR 608 at [102]). The rationale for this approach is to afford proper acknowledgement of a spouse's contributions in the homemaking sphere, and to highlight that a disparity in abilities and spousal roles in the economic and homemaking spheres "should not result in unequal rewards where the contributions are made consistently and over a long period of time" (*TNL v TNK* at [51], citing *Yow Mee Lan* at [43]).

55 There is, however, no presumption of equal division (*WPN v WPO* [2023] SGHCF 38 at [103], referring to *UYP v UYQ* [2020] 3 SLR 683 at [52]). Instead, as has been observed by the courts, in long marriages, the courts have awarded a homemaker anywhere from 35% to 50% of the pool of matrimonial assets (*UBM v UBN* at [42] and [44], relying on *Tan Hwee Lee v Tan Cheng Guan* [2012] 4 SLR 785 at [82] and *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [58]). Such trends are useful guides in seeking to reach a just and equitable outcome based on the facts of a specific case. They "do not shackle

the court's discretion...but are aids to guide it towards a just and equitable division of assets" (*UBM v UBN* at [67]).

56 Even in cases where the approach in *TNL v TNK* has been found to be applicable, the courts have deviated from an equal division in favour of the spouse who was both the primary breadwinner and active in the homemaking sphere. Such was the case in *DBA v DBB* where the court divided the assets in the ratio of 60:40. This was also the case in *UBM v UBN*, which preceded *TNL v TNK*, but where the learned Judge noted at [69] that she had reached an outcome consistent with *TNL v TNK*.

57 Referring once again to the decision of *DBA v DBB*, the court in that case found that the wife had taken on "the main child-caring role at the expense of her career" (at [14]). There was also evidence that the Wife had done most of the household chores in the early years of the marriage. At the same time, the husband was found to have "played an active role at home alongside his role as the primary breadwinner" (at [21]). He had contributed to household chores, fetched the children to and from their activities, tutored them and supported them (at [21]). The court nevertheless highlighted that just because a breadwinner was involved as a parent to some extent, or contributed substantially to the financial welfare of the family, did not render that parent a primary or "joint homemaker" (at [15]). The court therefore found that a 60:40 division in favour of the husband was just and equitable on the facts of that case (at [22]).

58 I find that a ratio of 60:40 in favour of the Wife would be just and equitable in this case. I have come to this conclusion by taking into account all the circumstances, such as the length of the marriage, the size of the pool of matrimonial assets, and the extent of the parties' contributions in money,

property and effort towards acquiring, improving or maintaining the matrimonial assets, as well as looking after the welfare of the family, including tending to the home and caring for the family. Much like the husband in *DBA v DBB*, the Wife in this case was active and involved in caring for the children and the household even as she worked full time and provided for the financial needs of the whole family (from 1997) for about 25 years. As for the Husband, in addition to caring for the family and the children, he had made financial contributions in the early years of the marriage when he was working, including the acquisition of the parties' first matrimonial property,¹³⁹ which provided the foundation for the growth of the parties' pool of matrimonial assets. During their marriage, the parties upgraded their matrimonial property twice, with the profit made from the sale of the first matrimonial property applied to the acquisition of the subsequent properties.¹⁴⁰ The Husband also contributed to subsequent matrimonial property purchases. Although the parties are in disagreement regarding the extent to which the Husband contributed to the purchase of the second matrimonial property, the Wife accepts that the Husband contributed at least S\$341,455.67 by way of his CPF.¹⁴¹ As regards the purchase of the final Matrimonial Property, the Wife acknowledges that the Husband contributed S\$283,500 from his CPF savings.¹⁴²

59 I am unable to agree with the Wife's proposed ratio of 80:20. While it is true that the court has deviated more significantly from an equal division of matrimonial assets before, the circumstances involved exceptional facts that bear no resemblance to the case before me. An example of exceptional facts is

¹³⁹ Wife's 1st AOM at para 25; Husband's 1st AOM at para 14.

¹⁴⁰ Wife's 1st AOM at paras 24 to 41; Husband's 1st AOM at para 14.

¹⁴¹ Wife's 2nd AOM at paras 25 and 26.

¹⁴² Wife's Written Submissions at para 22. See also Husband's 1st AOM at para 14(i).

where the pool of matrimonial assets is unusually large, and the family's fortunes were accrued due to the "extraordinary" contributions of one party (*Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") at [80]). As explained in *TNL v TNK* at [52], *Yeo Chong Lin* was a "seeming outlier" as it concerned an exceptionally large pool of matrimonial assets amounting to around S\$69m, which justified a 65:35 division in favour of the husband, who had been the sole breadwinner.

60 The present case does not concern a pool of matrimonial assets that is so large, or any other unique circumstances, to justify the very significant deviation from an equal division that the Wife is seeking. I therefore find that, as with *DBA v DBB*, a 60:40 division would be just and equitable on the present facts. In *DBA v DBB*, the court found that this ratio "would not undervalue the [w]ife's homemaking contributions, while giving due recognition to the [h]usband's generation of income in the marriage and his not insignificant non-financial contributions at home" (at [22]). I find that this applies with equal force in the present case although the roles were reversed here, with the Wife taking the role of the primary breadwinner and the Husband taking the role of the primary homemaker. I further find that a 60:40 division in the Wife's favour gives due credit to how the Wife had persisted in her labour for the family throughout the marriage and gave of herself on different fronts despite the daily competing demands that were made of her, and when the family had to go through a rough patch.

61 For completeness, I note that the parties have raised the issue of whether the DBS Joint Savings Account No XXX-X-XXX782 is a joint asset or part of the Wife's direct contributions.¹⁴³ It is not necessary for me to make any finding

¹⁴³ Joint Summary at pp 4 to 15.

in this regard, given that the present case concerns a long single-income marriage where the approach in *TNL v TNK* is applicable and a specific determination of the ratio of the parties' direct contributions is not required (*DBA v DBB* at [29]).

Conclusion

62 The pool of matrimonial assets of S\$7,795,484.21 is to be divided 60:40 in favour of the Wife. The Wife is therefore entitled to S\$4,677,290.53 and the Husband is entitled to S\$3,118,193.68. As mentioned above (at [10]), there were various additional takings and expenses associated with the sale of the Matrimonial Property. Various advances have also been taken by the parties in differing proportions. They are as follows:¹⁴⁴

Item	Sum	Remarks
Option fee of 5%, which is part of the sale price of S\$6,200,000	S\$310,000	Currently with the Husband.
Additional sums received:		
Compensation amount by purchasers for late completion ("Additional Compensation")	S\$50,347.44	Currently with the Husband.
	S\$37,300	Currently with the Wife.
Reimbursement by the purchasers	S\$1,115.31	Part of the net proceeds of sale currently held

¹⁴⁴ Joint Summary at pp 4 to 6; Wife's Written Submissions at para 19 and Annex A, found on p 80; Wife's 2nd AOM at paras 10 and 14 and p 162.

		by Lawhub LLC as stakeholder.
Additional expenses incurred:		
Legal fees paid to Lawhub LLC	S\$5,210 ¹⁴⁵	The sum of S\$3,210 was paid out of the net proceeds of sale, while the Wife bore the remaining S\$2,000. ¹⁴⁶
Mortgagee's administration fee paid to DBS	S\$300	Paid by the Wife.
Agent's commission	S\$99,510	Paid out of the net proceeds of sale.
Additional mortgage repayment	S\$475.70	Paid by the Wife.
Property tax	S\$2,015 ¹⁴⁷	Paid out of the net proceeds of sale.

63 These additional sums received, and expenses incurred, by the parties in effecting the sale of the Matrimonial Property are to be apportioned in accordance with the ratio for the division of the matrimonial assets. Further, the CPF refunds that were already made to each of the parties and the advances

¹⁴⁵ Wife's 2nd AOM at pp 160 to 162.

¹⁴⁶ Wife's 2nd AOM at pp 160 to 162.

¹⁴⁷ Wife's 2nd AOM at p 162.

from the sale proceeds taken by the parties are to be accounted for when calculating the remaining sums to be paid to them. The adjustments to be made include the following:

- (a) The advances received by the Husband, *ie*, the option fee of S\$310,000 and the Additional Compensation in the sum of S\$50,347.44, are to be subtracted from S\$3,118,193.68, being his 40% share of the pool of matrimonial assets.
- (b) The advance received by the Wife, *ie*, the Additional Compensation in the sum of S\$37,300, is to be deducted from S\$4,677,290.53, being her 60% share of the pool of matrimonial assets.
- (c) The Husband is to reimburse the Wife 40% of the amounts of S\$2,000, S\$300 and S\$475.70, being additional expenses paid by the Wife for legal fees, mortgagee's administrator fees and additional mortgage repayment.
- (d) As for the reimbursement by the purchasers of the sum S\$1,115.31, it is similarly to be divided in the proportion of 60:40 in favour of the Wife.

64 The parties are to retain the respective assets held in their sole names and work out the remaining sums that they are entitled to after adjusting for the CPF refunds and the advances from the sale proceeds, as well as the additional sums received and expenses incurred, such that the Wife receives 60% while the Husband receives 40% of the pool of matrimonial assets. Parties are given liberty to apply.

65 Having regard to the nature of these proceedings, I urge the parties to come to an agreement on costs. I will hear the parties on the issue of costs if there is no agreement as to costs between the parties.

66 I conclude by observing that both the Wife and the Husband have, on all accounts, been successful parents. These are parents who have resourced their children, and provided them with a loving and stable environment while growing up. This could only have been achieved by both parties' contributions in the economic and homemaking spheres. I hope that the parties and their children can work towards finding common ground to heal, and to support one another in that process as they step into the future. I also hope that, as so thoughtfully expressed by [C], who filed an affidavit in support of the Husband and an affidavit in support of the Wife to register what both her parents have done for her and her siblings, the children will have "the best relationship with each of [the parties] moving forward", and be the most supportive children that [C] and her siblings each can be.¹⁴⁸

Teh Hwee Hwee
Judge of the High Court

Aye Cheng Shone and Natasha Choo Sen Yew (A C Shone & Co) for
the plaintiff;
Jonathan Wong (Tembusu Law LLC) for the defendant.

¹⁴⁸ [C]'s 2nd Affidavit at para 14.