IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 21

District Court Appeal No 89 of 2023

Between

WSY

… *Appellant*

And

WSX

… *Respondent*

District Court Appeal No 90 of 2023

Between

WSX

… *Appellant*

And

WSY

… *Respondent*

JUDGMENT

[Family Law — Matrimonial assets — Division — Application of structured approach in *ANJ v ANK*]
[Family Law — Matrimonial assets — Division — Dual-income and single-income marriage]

[Family Law — Matrimonial assets — Division — Total value of matrimonial pool]
[Family Law — Matrimonial assets — Division — Adverse inferences]
[Family Law — Maintenance — Wife]
[Family Law — Maintenance — Child]

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v
WSX and another appeal

[2024] SGHCF 21

General Division of the High Court (Family Division) — District Court Appeals No 89 and 90 of 2023
Mavis Chionh Sze Chyi J
19 April 2024

15 May 2024 Judgment reserved.

Mavis Chionh Sze Chyi J:

Introduction

1 This pair of cross-appeals arises out of orders relating to the division of the matrimonial assets and the maintenance orders made by the learned District Judge ("DJ") in FC/D 4582/2021 ("the Divorce Proceedings") on 29 August 2023, in respect of which the DJ provided brief oral grounds ("the GD"). The Divorce Proceedings ended a 19-year marriage which produced three daughters ("the Children"). The eldest daughter ("C1") is 14 years old, while the two younger daughters ("C2" and "C3", respectively) are twins, both of whom are 11 years old. I will refer to Mr [WSY] as "the Husband" and Mdm [WSX] as "the Wife".

2 The Husband's appeal in HCF/DCA 89/2023 raises three legal issues. First, it involves the question of whether the parties' marriage was a dual-

income marriage or a single-income one. This classification is relevant because it will determine whether the structured approach as set out in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*") should apply in the division of matrimonial assets pursuant to s 112 of the Women's Charter 1961 ("Women's Charter"). Second, the Husband's appeal argues that an adverse inference ought to be drawn against the Wife. This, in turn, requires a consideration of the broader scope of the court's duty to ensure that the matrimonial pool reflects the *full extent* of the material gains of the marital partnership. Third, the Husband's appeal touches upon the reasonableness of the maintenance orders made by the DJ.

3 On the other hand, the Wife's appeal in HCF/DCA 90/2023 challenges the consequential orders made by the DJ, namely, the order for parties to retain the assets held in their sole names. In this regard, whether the DJ's consequential orders were appropriate will depend on the proper identification and valuation of the material gains of the marital partnership.

Background

The marriage

4 The parties were married in January 2003. C1 was born in 2010, while C2 and C3 are twins who were born in 2013. All three Children were conceived via in-vitro fertilisation ("IVF") procedures.[1] It is undisputed that the Wife was, and continues to be, the primary caregiver of the Children, though she was aided from time to time by domestic helpers.[2]

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1 Joint Record of Appeal ("JRA") (Vol 2) at pp 40-41, 44-45 (Wife's First Affidavit of Assets and Means ("W AOM 1") at paras 41(c) and 42(f)); JRA (Vol 4) at pp 170-171 (Husband's First Affidavit of Assets and Means ("H AOM 1") at para 20(d)).

2 JRA (Vol 2) at pp 39, 42, 48-56 (W AOM 1 at paras 40, 42-43 and 46); Appellant's Case (DCA 89) at para 60.

5 The Husband is currently employed as a sales director and his last drawn salary is $16,666 per month before deductions.[3] His declared annual income for the years 2019, 2020 and 2021 amounted to $207,467, $216,556, and $216,882, respectively.[4] It is also undisputed that he was the primary breadwinner for the family, and that he often had to travel for work during the marriage and "sacrificed [his] time with [his] family" because "the job paid [him] well".[5]

6 At the start of the marriage, the Wife had been employed in a full-time capacity, earning a salary which had steadily increased from $4,300 per month to $11,266 per month by 2012, before she stopped working to become a homemaker.[6] Sometime in 2014, as a result of escalating household expenses, the parties decided to set up a partnership known as [G] ("the G Partnership"), a retail shop owned equally by the parties and which was run predominantly by the Wife, up until 2021.[7] Her evidence is that during this period, she did not draw a salary from the business because the earnings of the business would in any event be channelled towards paying for the family's expenses.[8] This was denied by the Husband, who averred that the Wife had in fact been drawing a monthly income of $3,000.[9] The Wife has declared an annual income for the

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3 JRA (Vol 15) at p 52 (Husband's Second Affidavit of Assets and Means ("H AOM 2") at paras 6-7).

4 JRA (Vol 4) at pp 184-186 (H AOM 1 at pp 24-26).

5 JRA (Vol 15) at pp 98-99, 101 (H AOM 2 at paras 127-129 and 137(b)); Respondent's Case (DCA 89) at para 16.

6 JRA (Vol 2) at pp 26, 35-36 (W AOM 1 at paras 25(b) and 32-34).

7 JRA (Vol 2) at pp 36-38 (W AOM 1 at paras 35-37); JRA (Vol 15) at p 73 (H AOM 2 at para 58).

8 JRA (Vol 2) at pp 36-38 (W AOM 1 at paras 35-37); Respondent's Case (DCA 89) at para 92.

9 JRA (Vol 15) at pp 67-68 (H AOM 2 at para 45).

years 2019, 2020 and 2021 amounting to $55,853, $21,240, and $17,956, respectively.[10]

The Divorce Proceedings

7 The parties agreed to an uncontested divorce based on the amended Statement of Particulars filed by the Wife dated 14 February 2022.

8 The marriage began to show signs of strain from as early as 2005, when the Wife temporarily left the matrimonial home. Although the parties managed to reconcile and the Wife moved back into the matrimonial home, it appears that the tensions between the parties continued to simmer.[11] Accusations were made by the Wife of the Husband's inappropriate interactions with other women. Although the Husband apologised and explained that his interactions were harmless, tension between the parties remained high.[12] After the birth of their twin daughters in 2013, the relationship deteriorated further due *inter alia* to constant arguments and the Husband's alleged failure to assist with household responsibilities.[13] In 2018, the Wife filed for divorce and obtained an interim judgment, but she was eventually persuaded by the Husband not to proceed with the filing of the final judgment.[14] Unfortunately, this reprieve proved short-lived.[15]

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10 JRA (Vol 2) at pp 68-70 (W AOM 1 at pp 65-67).

11 JRA (Vol 22) at p 23 (Statement of Particulars (Amendment No. 1) at paras 1(c) to 1(d)).

12 JRA (Vol 22) at p 25 (Statement of Particulars (Amendment No. 1) at para 1(e).

13 JRA (Vol 22) at pp 27-31 (Statement of Particulars (Amendment No. 1) at paras 1(f) to 1(i)).

14 JRA (Vol 22) at pp 32-33 (Statement of Particulars (Amendment No. 1) at para 1(j)).

15 JRA (Vol 22) at pp 33-34 (Statement of Particulars (Amendment No. 1) at paras 1(l) to 1(n)).

9 On 27 September 2021, the Wife commenced the Divorce Proceedings.[16] She moved out of the matrimonial home with the Children in February 2022.[17] Interim judgment for divorce ("IJ") was granted in March 2022. The parties also agreed to enter into a consent order which provided, *inter alia*, that they would have joint custody of the Children, while the Wife would have sole care and control.[18] The parties further agreed that the Husband should pay an interim monthly maintenance of $5,000 for the Children, and that the Wife should have access to funds from a supplementary card up to a limit of $500 per month.[19]

10 On 6 April 2022, the Wife applied for interim maintenance for the Children and for herself. She sought a total sum of $14,600 per month. On 10 October 2022, the Husband was ordered to pay a monthly maintenance of $7,000, which comprised of $1,000 for the Wife and $2,000 per child.[20]

The decision below

11 The ancillary matters were first heard by the DJ on 26 April 2023. After hearing the parties over the course of three separate days, the DJ conveyed her decision in respect of the ancillary matters on 29 August 2023. She first ordered the Husband to pay the Wife a sum of $108,000 for spousal maintenance. This amount represented $1,500 per month for 6 years, which the DJ considered to be a reasonable multiplier and sufficient time for the Wife to regain self-sufficiency. She also ordered that the lump payments were to be paid in two

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16 JRA (Vol 22) at pp 4-5 (Writ for Divorce).

17 JRA (Vol 2) at p 39 (W AOM 1 at para 39).

18 JRA (Vol 22) at pp 51-53 (Interim Judgment for Divorce).

19 JRA (Vol 22) at p 49 (Consent Order).

20 JRA (Vol 27) at pp 148-149 (Summons for Interim Maintenance); JRA (Vol 31) at pp 102-103 (Order of Court).

parts, such that $54,000 was to be paid in cash, while the remaining $54,000 was to be paid from the Husband's CPF Ordinary Account to the Wife's CPF Ordinary Account, upon the sale and completion of the matrimonial flat. The DJ also held that this award was to be taken from the pool of matrimonial assets.[21]

12 Next, regarding the maintenance of the Children, the DJ ordered the Husband to pay $8,000 per month, representing $3,000 for C1 and $2,500 each for C2 and C3. The DJ took into account the Husband's current earning capacity of approximately $16,666 per month. While the DJ did not provide a detailed breakdown of the expenses of the Children, she stated that "the bulk of their maintenance needs would stem from the enrichment/tuition".[22]

13 Finally, in respect of the division of the matrimonial assets, the DJ held that:[23]

> (a) there were two undisputed matrimonial assets which were clearly quantifiable – the matrimonial home and a property located in Melbourne ("the Melbourne Property"). These properties were to be sold in the open market and the net proceeds divided between the parties in the ratio of 55:45 in the Wife's favour;
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> (b) all other jointly held assets at the date of the IJ would also be divided in the ratio of 55:45 in the Wife's favour; and
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> (c) each party was to retain the assets held in their own names.

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21 JRA (Vol 1) at pp 85-86 (Certified Transcript at pp 40-41).

22 JRA (Vol 1) at pp 86-87 (Certified Transcript at pp 41-42).

23 JRA (Vol 1) at p 90 (Certified Transcript at p 45).

14 In coming to her decision on the division of matrimonial assets, the DJ found that the marriage was "a long marriage and a single income family". Thus, the starting point was that there would be an inclination towards equal division of the matrimonial assets.[24] The DJ did not apply the *ANJ v ANK* structured approach. Furthermore, an adverse inference was drawn against the Husband because "the manner in which he approached his case was evasive and was at times unreasonable", and as a result, the DJ awarded an uplift of 5% to the Wife.[25]

15 It is also worth noting that the DJ "deliberately refrained" from setting out the exact breakdown of expenses or contributions, in the spirit of therapeutic justice. The DJ also did not make any findings on the identification and valuation of the matrimonial assets. The proceedings below were fairly acrimonious, and in adopting a broad-brushed approach to her decision, the DJ stated that she wished to "depart from the tone set at all previous hearings and especially the [ancillary matters hearing]".[26]

Issues arising in the appeals

16 There were four main issues in these appeals:

(a) whether the DJ erred in classifying the present marriage as a long single-income marriage and applying the approach in *TNL v TNK* [2017] 1 SLR 609 ("*TNL v TNK*");

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24 JRA (Vol 1) at p 84 (Certified Transcript at p 39).

25 JRA (Vol 1) at pp 89-90 (Certified Transcript at pp 44-45).

26 JRA (Vol 1) at p 91 (Certified Transcript at p 46).

(b) whether the DJ erred in failing to draw an adverse inference against the Wife;

(c) whether the DJ erred in terms of the consequential orders that she made, in particular, by ordering the parties to retain the assets held in their sole names; and

(d) whether the DJ erred in ordering the Husband to pay maintenance of $8,000 per month for the Children and a lump sum maintenance of $108,000 for the Wife.

17 I also find it necessary to address, as a preliminary point, my findings on the identification and valuation of the matrimonial pool. As I have noted, this issue was not addressed by the DJ.

Preliminary issue: identification and valuation of the matrimonial pool

18 It is trite that an appellate court will seldom interfere in the orders made by the court below unless it can be demonstrated that it has committed an error of law or principle, or has failed to appreciate certain crucial facts (*TNL v TNK* [2017] 1 SLR 609 ("*TNL v TNK*") at [53]). Furthermore, in order to warrant appellate intervention for matters related to a trial judge's exercise of discretion, such as the percentage of the matrimonial assets to be given to each party and the quantum of maintenance, the trial judge's decision must be shown to be clearly inequitable or wrong in principle (*TNL v TNK* at [53]).

19 With respect, the DJ's decision was marred at the outset by the lack of clarity in respect of the valuation of the parties' assets. In the recent decision of *DBA v DBB* [2024] SGHC(A) 12 ("*DBA v DBB*"), the Appellate Division of the High Court held (at [25], [26] and [29]):

> … In our view, a court's judgment or grounds of decision on the division of matrimonial assets should set out clearly the total value of the matrimonial pool, the proportions in which this pool is divided between the parties, and the consequential orders that implement the main division orders.
>
> …
>
> A court applying the *ANJ* approach is tasked with assessing the respective direct contributions of the parties as the first step in the exercise. In order to assign a ratio representing the parties' respective direct contributions, it is first necessary to identify and value the total pool of assets. This is a matter of mathematics and logic.
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> …
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> While the *TNL* approach does not specifically require the determination of the parties' direct contributions ratio, an estimate of the total pool is nevertheless relevant. Indeed, the "starting point of the division exercise… is the identification of the material gains of the marital partnership" (*USB v USA and another appeal* [2020] 2 SLR 588 at [27]). The size of the total matrimonial pool is a relevant factor to consider when a court exercises its discretion pursuant to s 112 of the Women's Charter to reach a "just and equitable division. It can assist in providing the court a sense of what the parties' joint marital partnership was like and what material gains it produced. …

20 The observations of the appellate court in *DBA v DBB* are especially apposite in the present case, where the issue of the identification and valuation of the matrimonial pool has a material impact on the issues on appeal. For example, the DJ's decision to award the Wife a 5% uplift in the division of the matrimonial assets as a result of the adverse inference drawn against the Husband must be assessed against (*inter alia*) the overall size of the matrimonial pool. It would be one thing to award a 5% uplift if the value of the matrimonial pool totalled $10,000,000; it would be quite another thing to award the same uplift if the value of the matrimonial pool came to only $100,000. Indeed, whether an adverse inference ought to be drawn in the first place must necessarily also depend on the value of the assets disclosed by both parties. *Per* the Court of Appeal in *UZN v UZM* [2021] 1 SLR 426 ("*UZN v UZM*") (at [21]

and [25]), an adverse inference will only be drawn if the court has good reason to suspect, upon a preliminary overview, that there is a mismatch between a party's assets and their means, bearing in mind that not every shortfall in the account provided by a party would present a suitable occasion for an adverse inference to be drawn. Thus, an adverse inference will rarely be drawn if the disclosed assets show no reason to suspect that a party has concealed assets from the proceedings.

21 The lack of clarity in the DJ's GD also means that the parties are left to wonder about the basis for the DJ's consequential orders. Did the DJ intend to adopt the classification assessment methodology (as described in *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") at [32]), such that only the joint assets would be divided 55:45 in the Wife's favour, while the assets held in the parties' sole names would be divided 100:0 in favour of the party holding the relevant assets? Or did the DJ find that the Wife *already held* 55% of the assets in the parties' sole names, such that no further apportionment was required? These questions were left unanswered by the DJ in her GD. I note that on appeal, the parties themselves have run their respective cases on the basis that the global assessment methodology should apply (see *NK v NL* at [31]), such that *all* the assets in the matrimonial pool would be liable to division in the same proportions.

22 Although both the approaches discussed in *NK v NL* are consistent with the legislative framework under s 112 of the Women's Charter and should lead to the same result in most cases, I see no basis to apply the classification assessment methodology in the present case, especially when both parties have adopted the global assessment methodology in their submissions. I therefore adopt the global assessment methodology in my analysis below.

Joint Assets

23 I begin my analysis by considering the assets jointly held by the parties. There are two items which are undisputed and *de minimis* – these relate to two bank accounts containing a sum of $20.60 and $5.86, respectively.[27]

24 There are also two immovable properties that are jointly owned by the parties – the matrimonial home and the Melbourne Property. The valuations of these two properties are undisputed and amount to a total of $1,067,820.67, although the Wife asks that the properties are to be sold on the open market and the actual net proceeds of sale are to be distributed in accordance with the ascertained final ratio for division of the matrimonial assets.[28] I will bear this in mind when making the consequential orders, though it suffices for present purposes to accept the undisputed valuation of $1,067,820.67.

25 Thus, the joint assets amount to $1,067,847.13 ($20.60 + $5.86 + $1,067,820.67).

Assets held in the Husband's name

26 Turning to the assets held in the Husband's sole name, the undisputed assets amount to $588,418.60. I tabulate these items below:[29]

S/N	Item	Value (S$)
1	CPF accounts	509,735.57
2	AIA policy -0112	4,957.00

[27] JRA (Vol 21) at pp 212 (Updated Joint Summary at p 12).

[28] JRA (Vol 21) at pp 209-213 (Updated Joint Summary at pp 8-12).

[29] Joint Summary dated 17 April 2024 at pp 10-20.

3	AIA policy -7338	22,020.00
4	Singtel shares	1,500.00
5	Unit Trust (UOB)	9,672.00
6	UOB account -7650	3,049.62
7	UOB account -3159	808.41
8	G Partnership	5,000.00
9	MG HS Automobile	31,676.00

27 The parties do not dispute that the direct contributions for the MG HS automobile (S/N 9) are entirely attributable to the Wife.[30]

28 There is one additional asset which was held by the Husband at the date of the IJ: a Mercedes automobile which was sold for $88,000 sometime before the date of the ancillary matters hearing. The Husband's evidence is that after deducting the outstanding loan amount of $47,428.22, the net proceeds from the sale of the automobile amounted to $40,571.78.[31] Prior to the sale, he had also sent the sales agreement and three different quotations for the automobile to the Wife's solicitors.[32] However, in the Husband's first affidavit of assets and means, he had estimated that the net value of the automobile amounted to $60,000.[33] The Husband submits that the actual value received from the sale of the automobile should be preferred because there is no allegation that the automobile was sold at an undervalue and, in any event, the sale of the

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30 Joint Summary dated 17 April 2024 at pp 24-25; Appellant's Case (DCA 89) at para 47.

31 Joint Summary dated 17 April 2024 at pp 11-12.

32 JRA (Vol 21) at pp 216-217 (Updated Joint Summary at pp 15-16).

33 JRA (Vol 4) at p 165 (H AOM 1 at para 7(d)).

automobile occurred more than a year after the initial estimate of $60,000 was provided and would therefore have accounted for additional depreciation that accrued in the course of that year.[34] The Wife submits that the Husband should be held to his earlier estimate of $60,000. She relies on the case of *CYH v CYI* [2023] SGHCF 4 ("*CYH v CYI*") (at [33]) for the proposition that the Husband has to provide a fair open market valuation of the automobile at a date closest to the ancillary matters hearing, and that he is to account for the difference between the fair open market value and the sale price such that the higher of the two sums should be reflected as being the value of the asset.[35]

29 I reject the Wife's submission. In my view, the actual value received from the sale of the asset is *prima facie* evidence of the value of the asset as at the date nearest to the date of the ancillary matters hearing. In order for the principle set out in *CYH v CYI* to apply, the burden lies on the party asserting a higher valuation to prove, on a balance of probabilities, that the higher valuation could have been obtained at a later date. The Wife has not provided any evidence to show that the fair open market valuation of the automobile *as at the date of the ancillary matters hearing* amounted to $60,000; she has merely pointed to the Husband's own estimate in his first affidavit of assets and means, which was filed more than a year before the automobile was sold. In the absence of evidence to the contrary (*eg*, figures obtained around the time of the ancillary matters hearing from reputable car dealerships selling comparable automobiles), common sense dictates that some allowance must be made for depreciation. In the circumstances, I agree with the Husband's valuation of the automobile at $40,571.78.

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34 Appellant's Case (DCA 89) at paras 42-44.

35 Respondent's Case (DCA 89) at paras 51-53.

30 The total value of the assets held in the Husband's sole name thus amounts to $628,990.38.

Assets held in the Wife's name

31 The value of the assets which are held in the Wife's name and which are undisputed amounts to $279,148.13.[36] For convenience, I have set out the individual items in the table below:

S/N	Item	Value (S$)
1	CPF accounts	239,015.80
2	AIA policy -7367	15,299.31
3	POSB account	290.59
4	POSB account	681.69
5	UOB account -5207	440.74
6	Shares in [Company O]	420.00
7	Miscellaneous	15,000.00
8	G Partnership	8,000.00

32 On appeal, the Husband seeks to "notionally pool back" a sum of $40,080.95 from a UOB Stash Joint Account (-2713) ("the UOB joint account") jointly held by the Wife and her sister, and a sum of $80,253.03 from the Wife's redemption of shares from her Central Depository ("CDP") account ("the CDP account").[37] While these issues were raised in the Husband's Appeal under the

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[36] Appellant's Case (DCA 89) at para 40, s/n 15-21; Joint Summary dated 17 April 2024 at pp 15-18.

[37] Appellant's Case (DCA 89) at paras 65-81.

heading of "adverse inferences against the Wife", what the Husband is really seeking is to add the values of these items into the matrimonial pool on the basis that the Wife expended substantial sums when divorce proceedings were imminent. These two things are conceptually distinct. An adverse inference is drawn when there is a failure by one party to make full and frank disclosure of their assets (*UZN v UZM* at [61]). On the other hand, the court may also notionally add the value of certain assets back into the matrimonial pool when a party has expended substantial sums at a time when the divorce is imminent (*UZN v UZM* at [62], citing *TNL v TNK* at [24]). This is not contingent on the court finding that a party has failed to make full and frank disclosure. In general, the position in relation to expenditure of assets by one party can be summarised as follows (*UZN v UZM* at [70]):

> … The court is not concerned with the justifiability of expenses stretching indefinitely into the past, but rather with what assets there were at the relevant time (usually, at the IJ date). As we explained at [22]–[24] above, in respect of accounting for how a spouse's income has been expended, their expenses shed light on whether the earnings have in fact been used up, or have instead been concealed. Restrictions on the parties' disposal of large quantities of matrimonial assets, meanwhile, generally only come to the fore after divorce proceedings are imminent, as explained in the *TNL dicta* (see [62]–[65] above). On the other hand, if a party appears to be spending significant sums of money which the other spouse does not support (say, on gambling activities) *before* divorce proceedings are imminent, the argument is instead one of financial irresponsibility, which will impact the question of the parties' direct and indirect contributions to the marriage in applying the *ANJ* structured approach (see [67] above). This argument would have no impact on the identification or quantification of the matrimonial assets themselves.

33 In respect of the UOB joint account, the Husband's case is that it is a matrimonial asset which has been dissipated by the Wife. As at the date of the

IJ, the UOB joint account contained merely $985.32.[38] The Husband alleges that from 2019 to 2021, in contemplation of divorce, the Wife had dissipated funds amounting to $40,080.95 from the UOB joint account through transfers to the Wife's sister, her lawyers, and credit card payments.[39] Likewise, as regards the CDP account, the Husband's case is that it is also a matrimonial asset that has been dissipated by the Wife. He points to several outgoing transactions from the CDP account from October 2021 to February 2022 indicating that the Wife redeemed a total of $85,112.33 worth of shares from her CDP account.[40] While the Husband accepts that the Wife's mother did contribute $14,000 to this, he asserts that the shares which were purchased with this $14,000 have depreciated significantly in value, such that they were only worth $4,859 at the time of the share redemption.[41] The Husband submits, accordingly, that a sum of $80,253.03 ought to be notionally added back to the matrimonial pool.

34 For her part, the Wife asserts that the funds in the UOB joint account and the funds which were used to purchase the shares in the CDP account were derived from gifts and were therefore not matrimonial assets.[42] Section 112(10) of the Charter excludes from its definition of a "matrimonial asset":

> … any asset (not being a matrimonial home) that has been acquired by one party at any time by ***gift or inheritance*** and has not been substantially improved during the marriage by the other party or by both parties to the marriage.
>
> [emphasis added]

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38 JRA (Vol 2) at p 187 (W AOM 1 at p 184).

39 Appellant's Case (DCA 89) at para 69.

40 Appellant's Case (DCA 89) at para 77; JRA (Vol 9) at pp 187-200 (Wife's Second Affidavit of Assets and Means ("W AOM 2") at pp 1384-1397).

41 Appellant's Case (DCA 89) at para 78.

42 Respondent's Case (DCA 89) at paras 123 and 138; Respondent's Written Submissions at para 74-75.

35 In general, all the parties' assets will be treated as matrimonial assets unless a party is able to prove that any particular asset was acquired through gift or inheritance and is therefore not a matrimonial asset. It is well-established that the party who asserts that an asset is not a matrimonial asset bears the burden of proving this on a balance of probabilities (*USB v USA* [2020] 2 SLR 588 ("*USB v USA*") at [31]). If the gifted or inherited asset has been physically transformed, the party claiming that the transformed asset was derived from assets acquired by gift or inheritance must adduce sufficient evidence to show linkage between the transformed asset and the asset acquired by gift or inheritance (*CLC v CLB* [2023] 1 SLR 1260 ("*CLC v CLB*") at [72]). In this connection, the Court of Appeal endorsed a "common-sense approach to tracing", whereby the court would be entitled to "draw reasonable inferences from evidence that is less certain or precise, in order to do justice between the parties" (*CLC v CLB* at [74]–[75]).

36 On the facts of the present case, it is not clear how much the Wife has contributed to the UOB joint account. As correctly pointed out by the Husband, there is no identification of the source of the "Funds Transfers" indicated on the account statements tendered by the Wife in respect of the UOB joint account.[43] What can be observed is that the Wife has, *inter alia*, periodically transferred monies out of this account: moving monies to her personal account and the bank account of the G Partnership, paying for her insurance premiums, and paying for her credit card bills.[44] In the circumstances, I find it reasonable to assume that at least half of the moneys in the joint bank account would belong to the

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43 Appellant's Written Submissions at para 47 and Annex B; JRA (Vol 10) at p 267 to JRA (Vol 11) at p 106 (W AOM 2 at pp 1766-1904).

44 Appellant's Written Submissions at para 50 and Annex B; JRA (Vol 10) at p 267 to JRA (Vol 11) at p 106 (W AOM 2 at pp 1766-1904).

Wife. The burden therefore lies on the Wife to prove that these assets originated from gifts.

37 There is clear documentary evidence showing the transfer of $100,000 from the Wife's father to a joint bank account held by the Wife with her father, which was later placed in a fixed deposit by the Wife.[45] However, I have not found any documentary evidence that the money that was placed in the fixed deposit by the Wife was later transferred to the UOB joint account or to her CDP account. On the contrary, the bank statements submitted by the Wife showed periodic deposits into the joint account from unidentified sources – as opposed to a lump sum deposit.[46] Furthermore, upon a perusal of the outgoing transactions in the Wife's personal bank account (-5207), I find that the values of some of the deposits received in the UOB joint account were comparable to the outgoings from the Wife's personal bank account (-5207).[47] From this, I infer that at least some of the funds in the UOB joint account must have originated from the Wife's personal bank account. The Wife also deposed in her second affidavit of assets and means that she had received cash gifts amounting to around $65,000 from her father between 2014 to 2017, as well as cash gifts amounting to $30,000 from her mother in 2019, after the sale of her mother's house.[48] However, these alleged transactions are unsupported by any documentary evidence apart from the Wife's bare assertions.[49] Likewise, there

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45 JRA (Vol 5) at pp 42-43 (W AOM 2 at paras 34-35); JRA (Vol 13) at pp 180 and 182 (W AOM 2 at pp 2577 and 2579).

46 Appellant's Written Submissions at Annex B; JRA (Vol 10) at p 267 to JRA (Vol 11) at p 106 (W AOM 2 at pp 1766-1904).

47 JRA (Vol 10) at p 267 to JRA (Vol 11) at p 106 (W AOM 2 at pp 1766-1904); JRA (Vol 13) at pp 61-100 (W AOM 2 at pp 2458-2497).

48 JRA (Vol 5) at pp 43-44 (W AOM 2 at paras 36-37).

49 Respondent's Case (DCA 89) at para 123; JRA (Vol 5) at pp 42-44 (W AOM 2 at paras 32-38).

is no evidence that the monies used to purchase the shares in the CDP account originated from monies received from the Wife's father. In the circumstances, I find that the Wife has not proven on a balance of probabilities that the assets in the UOB joint account and the CDP account originated from gifts.

38 Given the above findings, the next question I have to consider is whether there was a dissipation of these assets at a time when divorce proceedings were imminent, such that the sums ought notionally to be added back to the matrimonial pool.

39 I first consider the transactions involving the UOB joint account. These transactions took place between 2019 and 2021 and include: (a) bank transfers totalling $7,472.73 to various unidentified bank accounts; (b) bank transfers totalling $12,913.11 to the Wife's sister; (c) credit card payments totalling $6,140.10; and (d) transfers totalling $14,283.01 to the Wife's lawyers.[50] These transactions must be viewed in context. In particular, I note that there were many outgoing transfers made to the Wife's personal bank account (-5207) and the G Partnership's bank account, during the period from 2019 to 2021.[51] On balance, looking at the totality of the evidence, I do not think that the bank transfers to the unidentified bank accounts, the bank transfers to the Wife's sister, and/or the credit card payments constitute dissipations of matrimonial assets. These were transactions that occurred over the course of two years, in dribs and drabs. I am of the view that more probably than not, they were transactions made for legitimate purposes. The UOB account being a joint account, it can also be reasonably assumed that some of the money contained in this joint account

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50 Appellant's Case (DCA 89) at para 69; Appellant's Written Submissions at Annex B; JRA (Vol 10) at p 267 to JRA (Vol 11) at p 106 (W AOM 2 at pp 1766-1904).

51 JRA (Vol 10) at p 267 to JRA (Vol 11) at p 106 (W AOM 2 at pp 1766-1904).

belonged to the Wife's sister, who would have been perfectly entitled to use the funds. This is not a case where a substantial portion of the funds in the UOB joint account was transferred over a short period of time to the Wife's sister, in which case an inference might potentially be drawn that the transfers were dissipations of the Wife's assets.

40 In respect of the legal fees paid out from the UOB joint account, however, the amount should be added back to the matrimonial pool, on the basis that such costs should be borne by the parties out of their own share of the matrimonial assets (*UZN v UZM* at [45]; *WGJ v WGI* [2023] SGHCF 11 at [30]). As these legal fees were expended *before* the date of the IJ, the sum of $14,283.01 ought to be added back to the pool of matrimonial assets.

41 Turning to the CDP account, I find that the share redemptions that occurred from October 2021 to March 2022 were dissipations of matrimonial assets at a time when divorce proceedings were imminent. Apart from one redemption which was deposited with the Wife's mother, the rest of the redemptions were deposited to undisclosed sources. These were large sums which vanished from the Wife's portfolio in the months leading up to the date of the IJ, for which no satisfactory explanation was provided. The sum of $80,253.03 should accordingly be added back to the pool of matrimonial assets.

42 The value of the total assets in the Wife's name thus amounts to $373,684.17.

43 For ease of reference, a summary of my findings on the valuation of the parties' respective assets is tabulated below:

S/N	Item	Value (S$)
1	Joint assets	1,067,847.13
2	Husband's assets	628,990.38
3	Wife's assets	373,684.17
	Total	2,070,521.68

Issue 1: classification of the marriage and application of the structured approach

44 The Court of Appeal has affirmed in *BPC v BPB and another appeal* [2019] 1 SLR 608 ("*BPC v BPB*") (at [102]) that "according to the existing framework laid out in *ANJ v ANK* and *TNL v TNK*, one must first enquire whether the marriage is a long single-income marriage or dual-income marriage. If it is the former, then the approach in *TNL v TNK* applies, and the court will generally tend towards equal division …".

The parties' submissions

45 The Husband argues that the starting point of equal division should not have been applied because the present case did not involve a long, single-income marriage. It is not disputed that the Wife was employed from 2003 to 2012, and that she later worked at the G Partnership from 2014 to 2021. He submits that the Wife was not "primarily a homemaker", and because she was working at the G Partnership, she would have earned a substantial income from the profits of the G Partnership.[52] He thus urges the court to apply the *ANJ v*

[52] Appellant's Written Submissions at paras 11-12.

ANK structured approach. According to him, the parties' contributions should be divided in the following proportions:[53]

Contributions	Husband (%)	Wife (%)
Direct Contributions	68	32
Indirect Contributions	45	55
Average Ratio	56.5	43.5

46 It should be noted that even pursuant to the Husband's calculations, the average ratio is very close to equal division.

47 The Wife submits that the DJ was correct in characterising this marriage as a long single-income marriage. She submits that she would be "doubly and severely disadvantaged" by an application of the structured approach because her income from the G Partnership was "extremely meagre".[54]

My decision

The TNL v TNK approach leads to a just and equitable division

48 In line with the philosophy that marriage is an equal co-operative partnership of different efforts, the Court of Appeal in *ANJ v ANK* held (at [22]) that:

> The ultimate objective of any approach towards the division of matrimonial assets is to accord due and sufficient recognition to each party's contribution towards the marriage – without overcompensating or undercompensating a spouse's indirect contributions – so that the outcome would, in the circumstances of each case, lead to a just and equitable division.

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53 Appellant's Case (DCA 89) at para 61.

54 Respondent's Written Submissions at para 40.

49 Regardless of the approach used, it is also critical to recognise that the power of the court to divide the matrimonial assets is exercised in broad strokes (*ANJ v ANK* at [23]–[24]; *UBM v UBN* [2017] 4 SLR 921 ("*UBM v UBN*") at [58]–[59]). In this context, the Court of Appeal in *TNL v TNK* was understandably concerned that the application of the structured approach would unduly favour the working spouse over the non-working spouse (*TNL v TNK* at [44]; *UBM v UBN* at [38]). Specifically, there is a risk that the structured approach would leave the non-working spouse "doubly and (severely) disadvantaged" because the working spouse would be "accorded 100% (or close to 100% of direct contributions" and would "also be accorded a substantial percentage under Step 2 solely on the basis of his or her indirect financial contributions … even if he or she made little or no non-financial contributions" (*TNL v TNK* at [44]). Thus, to give effect to the philosophy that marriage is an equal partnership in marriages where one party was primarily the breadwinner and the other party was primarily the homemaker, the Court of Appeal considered that the structured approach would be eschewed in favour of an inclination towards equal division (*TNL v TNK* at [48]).

50 In this context, Debbie Ong JC (as she then was) cautioned parties against nitpicking over whether their marriage should be classified as a long, single-income marriage or as a short, dual-income marriage (*UBM v UBN* at [49] and [54]):

> … I do not think that the Court of Appeal [in *TNL v TNK*] 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, applying the structured approach in *ANJ v ANK* … only in the former situation while excluding it in the latter.
>
> …

> I would caution parties embroiled in matrimonial disputes against extending their battlefield in litigation by nit-picking on whether their case should be classified as a Dual-Income Marriage, to which the structured approach in *ANJ v ANK* applies, or a Single-Income Marriage, to which it does not. One should not split hairs in this way, for it would undermine the aspirations of the [Charter] and the family justice system if the exercise of dividing the matrimonial assets gives incentive to the parties to argue over fine brush financial contributions. Neither should parties be inflexible by arguing where a bright blue line should separate a short marriage from one of moderate length and a long one. The power to divide must be exercised in broad strokes; the broad brush approach has been affirmed many times over by the Court of Appeal.

51 It is regrettable that the parties in this case have chosen to expend a significant amount of effort in contesting – in the very manner eschewed by the courts – the characterisation of their marriage. In the final analysis, whether the structured approach or the *TNL v TNK* approach is applied, the court should strive to achieve an outcome that is just and equitable, having regard always to *all the circumstances of the case* (see s 112(2) of the Women's Charter). In my view, a robust analysis of the case, coupled with the broad-brush approach, should lead to the same outcome regardless of the approach adopted (see *VIG v VIH* [2021] 3 SLR 1145 at [66]).

52 I am of the view that the *ANJ v ANK* structured approach could have been applied in the present case, bearing in mind that the Wife had made direct and indirect financial contributions to the marriage, and that she was in fact working for a considerable part of the marriage. Although the evidence of the Wife's financial contributions would be less clear and straightforward given that she was not drawing a salary from the G Partnership, the evidential difficulties can be ameliorated by applying a broad-brush approach. More importantly, I am of the view that the Wife will not be doubly or severely disadvantaged by the court making an assessment of each party's financial contributions. I would point out, moreover, that on the Wife's own evidence, the G Partnership was

run predominantly by the Wife, and she would be there from 10.00am to 7.00pm every day.[55] I do not agree, therefore, that the Wife can be said to have been primarily the homemaker in this marriage.

53 That said, I do not think the DJ's decision to take equal division as a starting point was fatally flawed in principle or clearly inequitable. In *UMU v UMT and another appeal* [2019] 3 SLR 504, the parties were married for 22 years. Although the wife in that case worked for a number of years, her monthly income was only $650 to $900, which was so low that she was unable to make any direct financial contributions to the acquisition of the matrimonial assets. It was in those circumstances that the court recognised the husband as the primary breadwinner and the wife as the primary homemaker, with the result that the court was inclined towards equal division of assets. In the present case, the Husband himself deposed in his second affidavit of assets and means that the parties "play different roles, but contributions [*sic*] are the same".[56] Clearly, even he recognises the philosophy that marriage is an equal co-operative partnership of different contributions. The parties were married for 19 years, and for at least half the marriage, the Husband was earning significantly more than the Wife. Bearing in mind that the division of matrimonial assets is a matter within the trial judge's discretion, I see no reason to disturb the DJ's decision that, as a starting point, a 50:50 division of the matrimonial assets is a just and equitable division.

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55 JRA (Vol 2) at p 36 (W AOM 1 at paras 35-37).

56 JRA (Vol 15) at p 99 (H AOM 2 at para 127).

The ANJ v ANK structured approach also leads to a just and equitable division

54 In any case, even if I were to apply the *ANJ v ANK* structured approach, I would find that the overall division ratio should be 50:50. As the parties diverged on a number of issues relating to the application of the *ANJ v ANK* structured approach, I will state my findings on these issues without derogating from my decision to uphold the DJ's 50:50 starting point.

(1) Direct contributions

55 The parties dispute their respective direct contributions to the two immovable properties. In respect of the matrimonial home, the dispute relates to: (a) the cash portions of the mortgage repayments; and (b) the renovation costs. All other items are undisputed.[57] The court's findings on the direct contributions to the matrimonial home are as follows:

Item	**Husband**	**Wife**
Cash downpayment	232,000.00	232,000.00
Mortgage repayments (CPF)	140,627.34	44,504.66
Mortgage repayments (Cash)	55,489.05	55,489.05
Legal and agent fees	14,700.00	14,700.00
Renovation costs	7,400.00	7,400.00
Ratio	**56%**	**44%**

[57] Appellant's Case (DCA 89) at para 53; Respondent's Case (DCA 89) at para 78.

56 As regards the cash portion of the mortgage repayments, the Husband claims that he contributed $110,978.09, while the Wife contributed nothing to the cash portions of the mortgage repayments. He argues that as these repayments were made after the Wife ceased working, only he was in a position to make these repayments.[58] His case is allegedly supported by the bank statements of the parties' joint account from 2014, which consistently showed a low balance ranging from a few thousand to around $10,000 every month. According to the Husband, this meant that he was the one who consistently had to supply the joint account with the funds needed to pay for the mortgage repayments. On the other hand, the Wife claims that the amount of $110,978.09 should be attributed to the parties equally. Her case is premised on the fact that the parties had accumulated a substantial profit from the sale of three properties between 2009 and 2012.[59] Given that the Wife was still working until 2012, she had made significant contributions to the purchase of these properties and should therefore be attributed an equal share of the profits from sale, as well as rental income earned from some of the properties owned by the parties, which were then used to finance the mortgage repayments.[60]

57 I accept the Wife's submissions. The rental agreements show that the parties were earning $3,250 per month from 2013 to 2015,[61] and $2,700 per month from 2015 to 2017 for the rental of [Property X].[62] Further, the matrimonial home was rented out for $3,200 per month from 2014 to 2016, and

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58 Appellant's Case (DCA 89) at para 52(5).

59 Respondent's Case (DCA 89) at paras 72-73.

60 Respondent's Case (DCA 89) at paras 74-76, 78(c).

61 JRA (Vol 14) at p 112 (W AOM 2 at p 2809).

62 JRA (Vol 14) at p 122 (W AOM 2 at p 2819).

for $2,700 from 2017 to 2018.[63] These earnings, which were deposited into the parties' joint account, must be attributed to both parties. This amount far exceeds the monthly loan repayments that the parties would have made towards the matrimonial home over the course of the marriage. I accept that the parties would have had to stay elsewhere during this period as they had rented out the matrimonial home. However, that is a factor that I will consider in assessing the parties' indirect financial contributions (see [64(d)] below).

58 The Wife also argues that the renovation costs of $14,800 should be attributed solely to her.[64] The Husband contends that the renovation costs should be attributed equally. In this connection, the only evidence of the renovations is a quotation tendered by the Wife.[65] This quotation does not reveal the identity of the payor. On the face of it, the payment could easily have been paid from the funds of either party – or both. I am not convinced that the Wife contributed this sum in entirety. Applying a broad-brush approach, I consider it just and equitable to attribute the renovation costs equally between the parties (see *WFE v WFF* [2023] 1 SLR 1524 at [66]).

59 In respect of the Melbourne Property, the Husband submits that the Wife only contributed $10,000.[66] The Wife claims that the Melbourne Property has always been rented out since it was purchased, and that the rental proceeds were used for the repayments of the loans.[67] She further repeats her submissions that

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63 JRA (Vol 14) at pp 101, 107 (W AOM 2 at pp 2798, 2804).

64 Respondent's Written Submissions at para 53.

65 JRA (Vol 3) at p 8 (W AOM 1 at p 305).

66 Appellant's Case (DCA 89) at para 55(9).

67 Respondent's Case (DCA 89) at para 78(c).

the profits from the sale of other properties were used to finance the purchase of the Melbourne Property.[68]

60 I note that there is clear evidence which shows that the Husband made direct payments towards the acquisition of the property in 2014. In particular, the Husband transferred a sum of $74,614 from his personal account to the joint account several days prior to the purchase of the Melbourne Property, of which a sum of $65,517.22 was later paid to lawyers in connection with the option fee for the Melbourne Property.[69] While the Wife argues that the Husband regularly transferred money to and from his joint account into his own personal accounts, she has not identified any evidence that the transaction of $74,614 originated from funds to which she had contributed.

61 As for the remaining payments, though, the evidence of the parties' contributions is again equivocal at best. For example, the Husband claims that a sum of A$29,663 was transferred from a unit trust into the joint account, which was eventually used to pay for the completion of the purchase price.[70] However, it is not clear whether this unit trust is solely attributable to the Husband or to the Wife. Likewise, I find the Husband's position on the parties' contributions to the loan repayments to be untenable. His only evidence in this regard is the fact that he was the party contributing to the bulk of the joint account from 2014. At the hearing before me, counsel for the Husband accepted that the Wife had also contributed to the family expenses from the earnings of the G Partnership – but he submitted that her contributions should only be taken into account when

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68 Respondent's Case (DCA 89) at para 82.

69 Appellant's Written Submissions at para 31; JRA (Vol 32) at p 15 (Husband's Affidavit in reply for FC/SUM 1843/2022 ("H's Reply Affidavit") at p 148).

70 JRA (Vol 32) at p 21 (H's Reply Affidavit at p 154).

assessing the indirect financial contributions of the parties because the Wife has no evidence that she put funds into the joint account. However, the Husband's position once again fails to account for any proceeds earned from the rental of the Melbourne Property, which in my view, should be attributed equally to both parties.

62 In the circumstances, I find that the parties' contributions to the purchase of the Melbourne Property are as follows:

Item	**Husband**	**Wife**
Option Fee	65,517.22	0
Purchase Price	16,018.36	16,018.36
Monies from the Children's Savings Account	10,000.00	10,000.00
Mortgage Repayments	78,439.77	48,004.46
Legal fees and agents' fees	2,282.69	2,282.69
Ratio	**69%**	**31%**

63 I tabulate my findings on the parties' direct financial contributions to the matrimonial assets below. I note that for the assets in the Husband's sole name, the Wife is the one who contributed to the purchase of the MG HS automobile (see [27] above); further, that both parties are taken to have contributed equally to their respective shares in the G Partnership:

Item	**Husband**	**Wife**
Matrimonial home	491,783.15	386,401.05
Melbourne Property	130,849.16	58,787.31

Other joint assets	13.23	13.23
Husband's assets	594,814.38	34,176.00
Wife's assets	4,000.00	369,684.17
Total	**1,221,459.92**	**849,061.76**
Direct Financial Contributions Ratio	**59%**	**41%**

(2) Indirect contributions

64 Turning to the parties' indirect contributions, the Husband acknowledges that the Wife should be given a higher proportion owing to her maternal role vis-à-vis the children. He submits, however, that the appropriate ratio should be 55:45 in the Wife's favour, while the Wife submits that the appropriate ratio should instead be 70:30 in her favour.

65 I would be inclined to apportion the indirect contributions in the ratio of 60:40 in the Wife's favour. I highlight the following salient factors:

(a) The Wife was the primary caregiver to the three children (including a pair of twins). It has been recognised that caring for twins is more demanding than caring for the birth of a single child (*UTQ v UTR* [2019] SGHCF 13 at [37]). Moreover, all three children were conceived via IVF treatments, which are recognised to exact a "high toll" physically, emotionally, and psychologically on the mother (*TYS v TYT* [2017] 5 SLR 244 at [43], citing *AVM v AWH* [2015] 4 SLR 1274 at [64]).

(b) The family hired domestic helpers after the birth of the children, which "naturally reduces the burden of homemaking and caregiving

responsibilities undertaken by the parties" (*ANJ v ANK* at [27(c)]). Nevertheless, it is not alleged that the Wife had delegated or abdicated all the household responsibilities to the domestic helper.

(c) Based on the Statement of Particulars, the Wife was considerably more involved in the homemaking responsibilities, as there were times when the Husband did not help out with the workload at home.[71] Furthermore, on the Husband's own account, he often had to travel for work, which would naturally reduce the amount of time that he could spend with the family.

(d) The indirect financial contributions would have been largely equal from the start of the marriage until 2012 when the Wife discontinued her employment. Thereafter, the Husband's indirect financial contributions would have been higher, and I accept that the household expenses included a monthly rental of around $4,000. However, due regard must also be given to the brief period of time when the Wife moved out of the matrimonial home with the Children, thus allowing the Husband to stay there rent-free.

66 In the circumstances, the average ratio for division would also hover around 50:50 even if I were to apply the *ANJ v ANK* structured approach. This reinforces my view that there is no basis for me to disturb the DJ's decision to classify the marriage as a long, single-income marriage for the purpose of the division of matrimonial assets.

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71 JRA (Vol 22) at pp 27-28 (Statement of Particulars (Amendment No. 1) at para 1(f)).

Issue 2: adverse inferences

67 I have addressed the Husband's arguments in relation to the UOB joint account and the CDP account (above at [32]–[41]). As mentioned, these were sums that were added back to the matrimonial pool without the court having to draw an adverse inference against the Wife for a lack of full and frank disclosure.

68 The DJ drew an adverse inference against the Husband because "the manner in which he approached his case was evasive and was at times unreasonable" but she "stopped short of making a finding that he had dissipated a sum of more than $800,000".[72] Though the Husband did not expressly challenge the DJ's decision on this point, it is clear from his submissions that he disagrees with the DJ's decision. He asks instead that the court draw an adverse inference against the Wife, alleging that the profits of the G Partnership have declined significantly ever since the Wife first contemplated divorce proceedings in 2018.[73] He submits that, in contemplation of the divorce, the Wife had channelled the business of the G Partnership to a similar business owned by the Wife's sister.[74]

69 An adverse inference may be drawn when (a) there is a substratum of evidence that establishes a *prima facie* case of concealment against the person against whom the inference is drawn; and (b) that person must have had some particular access to the information he is said to be hiding (*BPC v BPB* at [60]). An adverse inference is not used as a punishment for breaching the duty of full and frank disclosure, but to make adjustments to the matrimonial pool by giving

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72 JRA (Vol 1) at p 89 (Certified Transcript at p 44).

73 Appellant's Case (DCA 89) at paras 83-89.

74 Appellant's Written Submissions at paras 61-62.

a value to assets which have been concealed and which should be included for a fair division under s 112 of the Women's Charter (*WLL v WLM* [2023] SGHCF 19 at [7]; *UZN v UZM* at [61]).

No adverse inferences against the Wife

70 I first address the question of whether an adverse inference ought to be drawn against the Wife in respect of the decline in the profits of the G Partnership. In my view, the Husband has not established a *prima facie* case of concealment against the Wife, nor has he shown that the Wife has some particular access to the information she is said to be hiding. It is not even clear what information precisely the Husband is alleging that the Wife has concealed. The only matter he has raised is the fact that the Wife has been able to sustain herself and the family's expenses without any other source of income.[75] This fact *per se* is plainly insufficient for the court to find a *prima facie* case of concealment against the Wife: she could just as easily have been using her savings (which have indeed been substantially depleted) or relied on the generosity of her relatives to make ends meet.

71 Further, there is no evidence before the court to show that the G Partnership would have been able to sustain continuously the same level of earnings which it attained in the years prior to 2018. There could be many reasons for its decline, including but not limited to market forces and the COVID-19 pandemic. If the Husband has evidence to show that the Wife has been responsible for diverting business away from the G Partnership to her sister, he is at liberty to pursue civil remedies against the Wife for acting against the interests of the G Partnership. However, that falls outside the realm of family

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[75] Appellant's Case (DCA 89) at paras 90-91.

law and the present dispute. For the avoidance of doubt, I reiterate that I have not seen any evidence which shows that the Wife has been diverting business to her sister.

No adverse inferences against the Husband

72 Turning to the question of whether an adverse inference should have been drawn against the Husband, it is not clear from the notes of evidence and the DJ's GD exactly what grounds she relied on in drawing an adverse inference against the Husband. As I noted earlier, the DJ alluded in her GD to the Husband's apparently "evasive" and "at times unreasonable" approach to the conduct of the proceedings. However, for an adverse inference to be drawn, it is not sufficient to rely on the conduct of a party, as an adverse inference is not intended to be punitive in nature. Instead, as pointed out by the Husband in his written submissions, if he had in fact been unreasonable in the conduct of his case, the appropriate course of action would have been for the court to make adverse cost orders against him (*CVC v CVB* [2023] SGHC(A) 28 at [97]):

> While the Wife's belated disclosure of assets is indeed lamentable, this was not a non-disclosure. The Wife's unreasonable conduct may be addressed by orders of costs. We do not think that an adverse inference ought to have been drawn against the Wife.

73 I have also considered the submissions made by the Wife on this issue in the proceedings below. *Inter alia*, the Wife's position is that the adverse inference should be drawn on the basis that the Husband failed to disclose that: (a) he had set up two time deposits for the sums of $200,000 and $200,223.56 with his mother; (b) from 2017 to 2021, the Husband had been transferring large amounts of money to a joint bank account shared with his mother, totalling

$373,282.07; and (c) during that same period, the Husband withdrew a sum of $68,625.22.[76]

74 Having examined the evidence, I find that there is insufficient basis for the court to find that the Husband has dissipated over $800,000 of matrimonial assets. Much like the transactions from the Wife's UOB joint account which spanned the course of two years (and which I have found at [39] not to constitute dissipations), the transactions in the Husband's accounts also occurred in dribs and drabs over the course of many years: in my view, they would more probably than not would have been made for legitimate purposes, instead of having been made for the purpose of dissipating matrimonial assets. In this connection, the broad-brush approach is highly relevant: while parties are expected to approach the task of dividing the matrimonial assets with reasonable accounting rigour (*UYQ v UYP* [2020] 1 SLR 551 at [2]), I find it reasonable that the Husband would not have complete explanations for each and every transaction that occurred over the six years prior to the divorce. I also accept the Husband's evidence that the source of funds for the time deposits with his mother did not originate from any of his accounts.[77]

75 Based on the foregoing, I do not see any basis for drawing an adverse inference against the Husband. I find that the DJ erred in drawing an adverse inference against him and in applying an uplift of 5% to the Wife's share of the matrimonial pool.

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76 JRA (Vol 18) at pp 43-49 (Wife's Written Submissions at paras 69-78).

77 H AOM 2 at paras 72-85.

Issue 3: consequential orders relating to the matrimonial assets

76 Based on my findings on the preliminary issue, as well as Issues 1 and 2, I set aside the DJ's orders and make the following orders in their place:

(a) The matrimonial home and the Melbourne Property are to be sold in the open market and the net sale proceeds are to be divided equally between the parties;

(b) The Husband is to transfer a sum of $127,653 from his portion of the net sales proceeds of the matrimonial home and the Melbourne Property to the Wife;

(c) The funds in the two bank accounts held in the parties' joint names are to be divided equally; and

(d) Each party is to retain the rest of the assets held in their own names.

77 For the avoidance of doubt, the sum of $127,653 is derived from the shortfall owed to the Wife after dividing the total sum of the matrimonial assets (excluding the joint assets) ($1,002,674) equally between the parties.

Issue 4: the maintenance orders

Spousal maintenance

78 I turn now to consider the issues relating to the maintenance orders, beginning with spousal maintenance. To recap, the DJ ordered that the Husband should pay lump sum spousal maintenance amounting to $108,000, with half of the amount payable in cash and the other half through the Husband's CPF

account. The DJ derived the figure of $108,000 by estimating reasonable expenses of $1,500 per month for a period of 6 years.

79 Unfortunately, the DJ did not include in her GD a breakdown of what she considered to be the reasonable expenses of the Wife. In choosing not to do so, the DJ stated that she wanted – in the spirit of therapeutic justice – to prevent the parties from splitting hairs over the issue of reasonable maintenance.

80 With respect, the DJ was mistaken in thinking that the spirit of therapeutic justice would militate against the court saying anything about what it considers to be the reasonable expenses of the spouse to whom it is awarding maintenance. While a broad-brush approach towards the quantification of maintenance is appropriate and desirable (see *WBU v WBT* [2023] SGHCF 3 at [31]), the court should strive to state (if necessary, in broad strokes) its findings on the reasonable financial needs of the party seeking maintenance, especially on matters that are disputed between the parties. As a matter of fairness, the party contributing towards the maintenance ought to know the reasons behind the court's order as to the applicable multiplier and multiplicand.

81 Given the lack of any grounds from the DJ on this issue, I will review the matter *de novo*.

82 The Husband submits that after the division of the matrimonial assets, the Wife should have received a fair share of the surplus wealth of the marital partnership so as to provide sufficient income to sustain herself while she seeks gainful employment.[78] In the alternative, the Husband argues that any spousal

[78] Appellant's Written Submissions at para 96.

maintenance ordered by the court should be nominal and should not exceed the sum of $1,000 per month for a period of 3 years.[79]

The applicable legal principles

83 The underlying rationale and purpose for the award of maintenance for former wives is that of financial preservation, which requires the former wife to be maintained at a standard that is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage (see *ATE v ATD and another appeal* [2016] SGCA 2 ("*ATE v ATD*") at [31], citing *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 ("*Foo Ah Yan*") at [13], and s 114(2) of the Women's Charter). This, however, must be applied in a "commonsense holistic manner that takes into account the new realities that flow from the breakdown of marriage" (*ATE v ATD* at [31]; *Foo Ah Yan* at [16]).

84 The court is to have regard to "all the circumstances of the case" pursuant to s 114(1) of the Charter when determining the issue of spousal maintenance. These circumstances will include the parties' income and assets, present and anticipated financial position, standard of living during the marriage, age, and contributions to the marriage. Further, as the court's power to order maintenance under s 114 of the Charter is supplementary to the power to order the division of matrimonial assets, the courts regularly take into account each party's share of the matrimonial assets when assessing the appropriate quantum of maintenance to be ordered (*ATE v ATD* at [33]; *Foo Ah Yan* at [26]).

85 It is also well-established that the court will take into account the fact that the former wife ought to try to regain self-sufficiency and that an order of

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[79] Appellant's Written Submissions at para 97.

maintenance is not intended to create a life-long dependency by the former wife on the former husband (*ATE v ATD* at [31]; *CYH v CYI* at [62]; *ARY v ARX and another appeal* [2016] 2 SLR 686 at [98]).

The relevant factors

86 I turn to consider the facts of the present case. I will first consider the earning capacity of the Husband. As mentioned earlier (at [5]), the Husband earns $16,666 per month before deductions. The Wife submits that the Husband's true earning capacity is $21,000 per month, being the gross salary that the Husband was drawing at his previous job up until mid-2022.[80] She relies on the recent case of *WRZ v WSA* [2023] SGHCF 51, where the husband, who was unemployed and had been involved in several unsuccessful entrepreneurial ventures, was nevertheless considered to have an earning capacity of $5,500 per month based on his last earned salary (at [28]). Another similar case is that of *WPK v WPJ* [2024] SGHCF 8, where the court held (at [14]) that the earning capacity of the husband, who had been drawing a salary of more than $20,000 per month, remained unchanged notwithstanding the husband's choice to work for a significantly lower amount of money for a brief period of time.

87 The Husband explained that he had accepted his current job after being informed by his previous employer that his employment was going to be terminated.[81] His version of events is supported by contemporaneous messages between the Husband and his former employer.[82] I accept the Husband's explanations. The present case is unlike the cases cited by the Wife, in that the Husband in this case did not voluntarily take a drastic pay cut for non-financial

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80 Respondent's Written Submissions at para 83.

81 JRA (Vol 15) at pp 52-53 (H AOM 2 at para 6-11).

82 JRA (Vol 15) at pp 143-145 (H AOM 2 at pp 93-95).

reasons. In any event, the difference in income is not large and is one but not a determinative consideration in the final analysis.

88 The Wife accepts that the Husband's expenses, excluding his maintenance obligations and rental or mortgage payments, amount to $6,306.27 per month.[83] The Husband argues that his updated expenses amount to $7,697 per month.[84] Again, the difference between the two positions is not large. Bearing in mind that the Husband's expenses is one but not a determinative consideration in the final analysis, I am prepared to accept that the Husband's expenses fall in the range of $6,000–$7,000 per month, without accounting for any additional amounts that he will have to pay for rental or mortgage instalments.

89 I now consider the Wife's earning capacity and financial resources. It is not disputed that the Wife is presently unemployed. The Husband contends that the Wife's unemployment since February 2022 is by her own choice, as she could have continued to work at the G Partnership.[85] I find this argument unreasonable, bearing in mind the obvious deterioration of the relationship between the parties. At the same time, I agree with the DJ that the Wife is capable of regaining employment, having regard to her age, qualifications and working experience. Further, based on my orders in relation to the division of matrimonial assets, the Wife will be entitled to a sum of around $500,000, in addition to half the net proceeds of sale from the immovable properties (which, based on the estimates provided, would amount to around $500,000).

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83 Respondent's Case (DCA 89) at para 165.

84 Appellant's Case (DCA 89) at para 99.

85 Appellant's Written Submissions at para 89.

90 The next relevant factor that I consider is the Wife's expenses. Both parties have submitted a list of expenses which they consider reasonable, which list has been summarised at Annex D of the Appellant's written submissions. In respect of the Wife's personal expenses, an amount of $1,138.49 is undisputed. In sum, my findings on the disputed items are tabulated below:

Item	**Wife's position**	**Husband's position**	**Court's decision**
Gynae/Specialist/Health Check Ups	83.33	12.50	12.50
Mom's insurance	216.95	0	0
Clothes and shoes	80.00	50.00	80.00
Skincare, cosmetics and other beauty products	100.00	35.00	100.00
Allowance to mother	300.00	0	0
CNY Ang Pao	208.30	0	0
Birthday presents for parents/friends	100.00	0	0
Holidays	250.00	0	0
Total	**1,338.58**	**97.50**	**192.50**

91 It will be seen from the above table that I have excluded expenses related to the Wife's relatives and friends from her reasonable expenses. I accept the Husband's submission that he should not be made responsible for such payments post-divorce (see *ARX v ARY* [2015] 2 SLR 1103 ("*ARX v ARY*") at [74]). Likewise, expenses such as holidays, which are essentially luxuries, would not be in keeping with a lifestyle that ignored the realities of a marriage that had broken down (*ARX v ARY* at [75]). Following from the above, I find

that the Wife's personal expenses total $1,330.99 per month ($1,138.49 + $192.50).

92 There are also additional expenses which are shared between the Wife and the Children. The undisputed portion amounts to $1,493.75. My findings on the disputed items are tabulated below:

Item	**Wife's position**	**Husband's position**	**Court's decision**
Rental	4,000.00	2,500.00	2,500.00
Marketing (Wet Market)	480.00	400.00	480.00
Groceries	900.00	623.39	900.00
Maintenance of air-conditioning	50.00	0	0
Plumbing services	20.00	0	0
Replacement costs	150.00	0	0
Dining out and outings	525.00	0	425.00
Helper's medical	100.00	0	0
Helper's air ticket	14.58	0	0
Helper's agency fee	166.67	0	0
Car-related expenses	2,250.29	0	0
Total	**8,656.54**	**3,523.39**	**4,305.00**

93 In respect of the rental, the Wife is currently paying a monthly rate of $2,500.[86] While she argues that this is a preferential rate that she has obtained from her sister-in-law, the fact remains that until she is actually required to incur a higher rental rate, her proposed figure of $4,000 is speculative at best. The Wife is at liberty to reapply to court if her circumstances change. As for the car-related expenses, I agree with the Husband that the expenses budgeted for by the Wife will no longer be incurred now that the car has been sold.[87]

94 Following from the above, the total shared expenses amount to $5,798.75 ($1,493.75 + $4,305.00). This should be divided by four so as to account for the three Children, thereby bringing the Wife's portion of the shared expenses to $1,450.

95 Given the findings I have made, the Wife's reasonable expenses amount to $2,780 ($1,330 + $1,450) per month.

The appropriate multiplier and multiplicand

96 It bears reiterating that the appropriate multiplier and multiplicand for spousal maintenance is a matter that falls within the trial judge's discretion; and an appellate court should be slow to adjust these figures for idiosyncratic reasons.

97 I am satisfied that the multiplicand of $1,500 applied by the DJ was not clearly inequitable or wrong in principle. Indeed, the sum of $1,500 per month is only slightly more than half of what I have estimated to be the Wife's reasonable monthly expenses, though I accept that she would not be entirely

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86 JRA (Vol 18) at p 98 (Wife's written submissions at Annex B, S/N 1).

87 Appellant's Written Submissions at para 99.

without means after the division of the matrimonial pool. It is also undisputed that she is unemployed, while the Husband is drawing a comfortable salary.

98 While the Husband argues that this amount is higher than what was ordered by the DJ for interim maintenance, it bears noting that an order for interim maintenance seeks to achieve different objectives. In particular, an interim maintenance order is intended only to provide modest maintenance to help the parties meet their immediate financial needs, whereas a final maintenance order serves a far more ambitious objective of giving the Wife her fair share of the surplus wealth of the marriage (*Foo Ah Yan* at [22]).

99 I am also satisfied that a multiplier of six years is justified in the present case. Three factors are significant in this analysis. Firstly, the maintenance amount is not a large proportion of the Husband's income. Secondly, the marriage was of a considerable length (19 years). Thirdly, the Wife has made considerable contributions in caring for the family, and indeed, will need to continue caring for three teenage/pre-teen children in the years to come, while also having slowly to regain her footing in the workforce.

100 In *WGE v WGF* [2023] SGHCF 26 ("*WGE v WGF*"), I held (at [187]) that in cases where the wife is younger and able to rejoin the workforce, "there is no one formula that can be applied to determine the appropriate multiplier: the court will consider the individual circumstances of each case, and reference can be made to the factors found in the Women's Charter". In that case, I was of the view that a multiplier of four years was appropriate. Based on the factors highlighted above, I am of the view that the present case would warrant a higher multiplier than the case of *WGE v WGF*.

101 In so far as the DJ's orders were unenforceable due to the provisions of the CPF Act, the Husband does not dispute that this should be rectified. This should therefore be corrected such that the balance sum of $54,000 is paid out from the net proceeds of sale of the immoveable properties.

Child maintenance

102 The DJ ordered that the Husband should pay a sum of $8,000 per month for the maintenance of the Children, being $2,500 per twin and $3,000 for the eldest daughter. Notably, this was an increase from the orders for interim maintenance imposed on the Husband, which was fixed at $6,000 per month. The reasonableness of the DJ's orders is disputed by the Husband. The Husband's position on the reasonable expenses of the Children is stated in Annex E of his written submissions.[88]

103 Child maintenance is ordered to meet the reasonable needs of the child, having regard to all the relevant circumstances of the case. While receipts are useful as an indication of the child's accustomed standard of living, they are not necessarily conclusive of what the child's reasonable expenses are. The upshot of this is that parties must show how their projected expenditure for the child's expenses is reasonable, having regard to all the relevant circumstances, including the child's standard of living and the parents' financial means and resources, bearing in mind the change in circumstances occasioned by the divorce (see s 69(4) of the Women's Charter and *WBU v WBT* [2023] SGHCF 3 at [9]).

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88 Appellant's Written Submissions at pp 96-104.

104 In assessing the reasonableness of the expenses, the following passage from *WOS v WOT* [2023] SGHCF 36 at [50] is instructive:

> In my view, a child's reasonable needs are not determined solely by the financial capabilities of its parents. The focus of the enquiry should be on whether the expense itself is needed for each child. Although wealthy parents may indulge their children beyond what they reasonably need, they can expend the largesse at their pleasure. The court is only concerned with what a child in the circumstances reasonably needs.

105 The main point of dispute relates to the tuition fees incurred by the Children, which forms the bulk of the Children's individual expenses. The Wife's position is that C1 incurs $1,730.76 per month on tuition fees while C2 and C3 each incur $1,113 per month. The Husband contends that there is no evidence of the Children attending such tuition classes. He has conceded, however, that he is agreeable to paying such fees on a reimbursement basis, subject to receipts being furnished to him.[89] These are big-ticket items which come to around $4,000 per month. While requiring the Wife to submit receipts may risk creating room for friction between the parties, this risk must be counterbalanced against considerations of fairness to the Husband. He should not be required to make payment for substantial expenses that have not actually been incurred. In the circumstances, I am of the view that it is reasonable for the Wife to furnish to the Husband receipts for the tuition fees incurred by the Children, which amounts are to be repaid by the Husband on a reimbursement basis.

106 Having dealt with the issue of tuition fees, I accept that the remaining individual expenses incurred by the Children amount to around $350 each. To elaborate, I have excluded certain expenses related to birthdays, holidays, and

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89 Appellant's Written Submissions at paras 104-106.

festivities as these expenses area essentially luxuries which the Husband should not be compelled to pay for. I have also accepted the Husband's submission that the medical and dental fees incurred by the Children would be covered by his employee insurance.

107 Based on the shared expenses that I have calculated (above at [92]), the Children will each incur an additional $1,450 per month. I therefore find that a reasonable quantum of maintenance ought to be $1,800 per month, per child. As there are three children, this brings the total to $5,400 per month.

108 The issue of apportioning maintenance liability was not raised by the parties, nor was it addressed by the DJ in her GD. I highlight that both parents have an equal responsibility to provide for their children, although "their precise obligations may differ depending on their means and capacities" (*AUA v ATZ* [2016] 4 SLR 674 ("*AUA v ATZ*") at [41]). This means that parents may contribute in different ways and to different extents in the discharge of their common duty to provide for their children. In the present case, the Wife is not employed and is solely responsible for the care and control of the Children, though I accept that she will not be completely without means after the division of the matrimonial assets. In my view, it is fair that the Wife should bear some of the financial burden. In this connection, I find that it is within the Wife's financial capacity to pay 20% of the Children's expenses, and reasonable for her to do so.

109 In the result, the Husband should pay the Wife a total sum of $4,320 (80% of $5,400) per month being reasonable maintenance for the Children. He should also be fully responsible for paying the tuition fees incurred by the Children on a reimbursement basis.

Conclusion

110 In sum:

(a) the Husband's appeal is allowed to the extent that:

(i) no adverse inference is drawn against the Husband in respect of the division of matrimonial assets;

(ii) a sum of $94,536.04 is notionally added back to the pool of matrimonial assets under the assets held in the Wife's sole name; and

(iii) The Husband is to pay child maintenance of $4,320 per month, plus tuition fees in full on a reimbursement basis.

(b) the Wife's appeal is allowed to the extent that:

(i) all the assets in the matrimonial pool, including the assets held in the parties' sole names, are liable to division; and

(ii) the $54,000 in lump sum maintenance which was originally ordered to be paid by way of CPF transfer is to be paid instead in cash, from the net proceeds of sale of the immovable properties.

111 Having regard to the nature of these proceedings and given that each party has succeeded on some but not all of the issues raised in their submissions,

I consider it fair that each party should bear his or her own costs of the appeals; and I so order.

Mavis Chionh Sze Chyi
Judge of the High Court

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