

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

**[2024] SGHCF 22**

Divorce (Transferred) No 2428 of 2022

Between

WXA

*... Plaintiff*

And

WXB

*... Defendant*

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**JUDGMENT**

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[Family Law — Custody — Access — Whether father’s access was akin to shared care and control over child with mother]

[Family Law — Matrimonial assets — Division — Whether there was a failure to make full and frank disclosure]

[Family Law — Maintenance — Child]

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**This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher’s duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.**

**WXA**  
**v**  
**WXB**

**[2024] SGHCF 22**

General Division of the High Court (Family Division) — Divorce  
(Transferred) No 2428 of 2022  
Mavis Chionh Sze Chyi J  
26 April 2024

17 May 2024

Judgment reserved.

**Mavis Chionh Sze Chyi J:**

**Introduction**

1 The plaintiff (the “Husband”) and the defendant (the “Wife”) were married on 7 January 2006. On 6 June 2022, the Husband filed for divorce, claiming that the marriage had broken down irretrievably due to the Wife’s improper association with a third party.<sup>1</sup> On 30 June 2022, the Wife filed a counterclaim, alleging that the marriage had broken down irretrievably due to the Husband’s bad temper and miserly attitude.<sup>2</sup>

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<sup>1</sup> Statement of Particulars (Amendment No. 1) dated 18 November 2022 at paras 1(3) to 1(8).

<sup>2</sup> Counterclaim (Amendment No. 1) dated 17 November 2022 at paras (a)(i) to (a)(xiii).

2 On 19 January 2023, an uncontested Interim Judgment for Divorce (“IJ”) was granted on the basis of both parties’ unreasonable behaviour. The ancillary matters were heard on 26 April 2024. In total, the marriage lasted around 17 years. There are two children to the marriage: a daughter (“C1”) and a son (“C2”) (collectively, the “Children”). The Children were 15 and 12 years old respectively at the time of the ancillary matters hearing.<sup>3</sup>

3 The Husband is currently the head of information technology of [Company X], with a monthly take-home income of around \$18,900 per month.<sup>4</sup> The Wife is the head of compliance of [Company Y], with a monthly take-home income of around \$29,500 per month.<sup>5</sup>

4 The ancillary matters that arise for determination in the present case concern (a) the care and control of the Children; (b) maintenance for the Children; and (c) the division of matrimonial assets.

### **Custody, care and control**

#### *Custody*

5 As a preliminary, I note that the parties are agreed that they should both have joint custody of the Children.<sup>6</sup> An order for joint custody will make it clear that both parents have an equal responsibility over the Children and must recognise and respect each other’s joint and equal role in supporting, guiding

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<sup>3</sup> Joint Summary (“JS”) dated 27 March 2024 at Section 2a.

<sup>4</sup> JS at Section 1; Defendant’s Core Bundle (“DCB”) dated 15 March 2024 at pp 187-190.

<sup>5</sup> JS at Section 1; DCB at pp 182-186.

<sup>6</sup> Plaintiff’s Written Submissions (“PWS”) dated 27 March 2024 at para 10; Defendant’s Written Submissions (“DWS”) dated 15 March 2024 at paras 9 and 14.

and making major decisions for their Children: see *VJM v VJL and another appeal* [2021] 5 SLR 1233 (“*VJM v VJL*”) at [20].

***Care and control***

6 The main issue to be determined is whether sole or shared care and control should be granted. The Husband seeks shared care and control of the Children. The salient terms of the Husband’s proposed orders are reproduced below:<sup>7</sup>

(i) the Defendant shall have time spent with the children from Sundays 1200 hours to Fridays 0700 hours;

(ii) the Plaintiff shall have time spent with the children from Fridays after school hours to Sundays 1200 hours over three (3) week-ends in a month. For one (1) week-end in the month, the Plaintiff shall have time spent with the children from Friday after school hours till Saturday 2359 hours;

(iii) the Plaintiff shall have time spent with the children during 2 week-days from after school to 2000 hours. The Plaintiff shall pick up the children from school and drop off the children at the Defendant’s residence;

...

7 The Husband argues that this arrangement would allow the Children to spend roughly equal amounts of time with each parent. According to the Husband, shared care and control is necessary because (a) both parties have been the primary caregivers of the Children throughout the marriage;<sup>8</sup> and (b) the Wife’s improper association with a third party raises concerns as to whether the Wife is able to provide a suitable environment for the Children.<sup>9</sup>

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<sup>7</sup> PWS at para 20.

<sup>8</sup> PWS at para 15.

<sup>9</sup> PWS at paras 21-23.

8 The Wife seeks sole care and control of the Children with reasonable weekly access to the Husband.<sup>10</sup>

*The applicable law*

9 An order for shared care and control means that the children spend about equal time living with both parents. Each parent will be responsible for the day-to-day decision-making for the children when the children are living with him or her. The children will effectively have two homes and two primary caregivers under such an arrangement: see *TAU v TAT* [2018] 5 SLR 1089 (“*TAU v TAT*”) at [11], citing *AQL v AQM* [2012] 1 SLR 840 at [8]. Factors relevant to a consideration of an order for shared care and control include the children’s needs at that stage of life, the extent to which the parents are able to co-operate within such an arrangement, and whether it is easy for the children, bearing in mind their age and personalities, to live in two homes within one week: see *TAU v TAT* at [12].

10 There is no legal principle against shared care and control, nor is there a legal presumption that this arrangement is always in the children’s welfare. Whether such an order is made will ultimately depend on all the relevant circumstances, bearing in mind that the paramount consideration is the welfare of the child: see *TAU v TAT* at [20]. In this connection, it is critical that parties prioritise substance over form – regardless of whether sole or shared care and control is ordered by the court – by taking an active interest in the children’s lives during their allotted time with the children, and by placing the needs of their children before their own: see *AUA v ATZ* [2016] 4 SLR 674 at [62] and *TAA v TAB* [2015] 2 SLR 879 at [18].

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<sup>10</sup> DWS at para 33.

*My decision*

11 I am not persuaded that the arrangement proposed by the Husband can accurately be described as shared care and control. The Husband’s proposed orders do not suggest an arrangement that would differ from an arrangement where the Wife has sole care and control, and the Husband has access – albeit generous access. In my view, the Husband’s insistence on shared care and control really favours form over substance. The Wife is not disputing that the Husband should have generous access arrangements – indeed, the access arrangements she has proposed are similar to the Husband’s proposal for shared care and control. As the High Court held in *VJM v VJL* at [19]:

To do away with “access” and call any arrangement in which a child spends *some* time with both parents a “shared care and control” arrangement does not fit into the current law.

12 In *WQP v WQQ* [2023] SGHCF 49 (“*WQP v WQQ*”), I was similarly unconvinced that the arrangement proposed by the husband amounted to shared care and control. In *WQP v WQQ*, the husband had proposed to spend time with the children on Tuesdays and Thursdays from 5.00pm to 8.00pm, as well as overnight access from Friday 6.00pm to Saturday 6.00pm. In my view, the arrangements sought by the Husband in the present case are substantially the same as the arrangements proposed in *WQP v WQQ*, save that the Husband in the present case is asking for an additional day of overnight weekend access.

13 Further, I do not think that it is appropriate for the Husband to seek a shared care and control arrangement which, in effect, requires the Wife to care for the Children on all the weekdays (*ie*, school-days), while he gets to enjoy the “academic stress-free days” with the Children.<sup>11</sup> While I accept that he has

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<sup>11</sup> DWS at para 23.

proposed to spend time with the Children during two weekdays from after school hours to 8.00pm, the Wife will remain primarily responsible for ensuring that the Children are ready for school the next day, and for bringing the Children to school in the morning. That the Children do not stay overnight on weekdays with the Husband strongly suggests that the present case is one of access rather than shared care and control.

14 Finally, I am also of the view that ordering sole care and control to the Wife, with meaningful access to the Husband, will be sufficient to alleviate the concerns raised by the Husband. While I accept the Husband's submission that both parties played equal but differentiated roles in fulfilling their caregiving responsibilities over the Children during the marriage, the reality is that this is no longer fully achievable once the marriage has broken down. By the Husband's own admission, the Children's interests are best served by minimising disruptions to the Children's routines and by residing with the Wife on weekdays because the Wife can work from home and is not required to travel for her work.<sup>12</sup> This admission is a significant factor in my finding that it is in the Children's interests for the Wife to have sole care and control. Further, insofar as the Husband claims he should be entitled to more time with the Children to "counter-balance ... the influence of the Wife over the Children, in cultivation of their values and moral guidance", I find the insinuations about the Wife's moral character to be wholly unnecessary because in any event, the substantive outcome which he seeks is already achievable under the generous access terms proposed by the Wife. These terms mirror, for the most part, the draft orders proposed by the Husband. In the circumstances, I order that the Wife shall have sole care and control of the Children.

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<sup>12</sup> Husband's First Affidavit of Assets and Means ("H AOM 1") dated 15 February 2023 at para 32.



15 The Husband also takes issue with the Wife being made the sole point of contact with the Children's schools. The crux of his complaint is that he wishes to be kept informed of the Children's school-related matters and to participate where he is able to or if necessary. The Wife, on the other hand, argues that it is logistically easier for her to be the sole point of contact. Counsel for the Wife also stated during the ancillary matters hearing that the Wife was agreeable to the inclusion of a proviso in the draft order of court which would require the Wife to keep the Husband in the loop.

16 I should make it clear that the order for joint custody already requires the Wife to keep the Husband informed of the Children's school-related matters. As such, I make no order on this issue. Parties are of course reminded that they both have a duty to cooperate with one another for the welfare of the Children.

### *Access*

17 There is no dispute between the parties in respect of weekday access, remote access, public holiday access, Chinese New Year access, and overseas access.<sup>13</sup> I will deal with the remaining aspects of access which the parties have been unable to resolve: namely weekend access, school holiday access, and access during special occasions such as birthdays.

18 First, as regards weekend access, I have already alluded to the fact that I consider it important for both parties to spend quality time with the Children on weekends. In this connection, I am of the view that the Husband's proposal would drastically reduce the time that the Wife has with the Children on weekends for leisure and other activities. The Wife's proposal for the Husband

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<sup>13</sup> PWS at para 20; DWS at para 36.

to have access every week from Fridays after school to 11.59pm on Saturdays, in my view, provides a far more balanced and reasonable approach, as both parties would effectively have one day per weekend to spend with the Children.

19 Second, as regards school holiday access, the Husband proposes for each party to have access to the Children on alternative weeks. On the other hand, the Wife proposes for the Husband to have access to the Children for the first half of the school holidays on odd years, and the second half of the school holidays on even years. I am of the view that the Children should be given an opportunity to spend time with both parents on a *frequent* basis, as opposed to spending time with one parent for a long stretch of time, followed by the other parent for another long stretch of time. I therefore consider the Husband's proposed arrangement to be more reasonable. The parties are, of course, free to agree otherwise, for example, if one party wishes to bring the Children on overseas holidays for an extended period.

20 Finally, as regards special occasions such as the Children's birthdays, the Husband proposes that both parties should celebrate the special occasions together, whereas the Wife proposes that the Husband can have access to the Children on their respective birthdays on even years, and for the Husband to have access to the Children on his own birthday. While the parties should be encouraged to put aside their differences for the sake of their Children on their Children's special occasions, the law will not compel the parties to spend time with each other if they do not wish to do so. For this reason, I accept the Wife's proposal.

## Maintenance

21 As the Wife does not seek spousal maintenance, I will proceed to address the issue of maintenance for the Children.

22 Parties agree to share the Children’s maintenance expenses equally.<sup>14</sup> The only dispute relates to the quantum of these expenses. In assessing the reasonableness of the Children’s expenses submitted by both parties, the court in *WOS v WOT* [2023] SGHCF 36 (“*WOS v WOT*”) set out the following principles (at [50]):

... [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.

23 I will deal first with the Children’s portion of the household expenses. The parties’ positions and my decision are set out in the table below:

| S/N | Item                | H (\$) | W (\$) | Decision (\$) |
|-----|---------------------|--------|--------|---------------|
| 1   | Utilities           | 200.17 | 200.00 | 200.00        |
| 2   | MCST fees           | 0.00   | 337.05 | 337.05        |
| 3   | Cable TV / Internet | 30.00  | 90.00  | 90.00         |
| 4   | Property Tax        | 108.33 | 87.33  | 87.33         |
| 5   | Part-time cleaner   | 0.00   | 200.00 | 200.00        |

<sup>14</sup> PWS at para 37; DWS at para 59.

|   |                   |          |          |          |
|---|-------------------|----------|----------|----------|
| 6 | House maintenance | 0.00     | 50.00    | 50.00    |
| 7 | Food / Groceries  | 800.00   | 1,000.00 | 1,000.00 |
| 8 | Pharmacy          | 0.00     | 70.00    | 70.00    |
| 9 | Family meals      | 200.00   | 300.00   | 300.00   |
|   | <b>Total</b>      | 1,594.17 | 2,334.38 | 2,334.38 |

24 The Husband's position is that the MCST fees are not part of the household contribution that the parties deposited into the family joint account and that there is a separate line item for it.<sup>15</sup> With respect, I have difficulty following this argument. The fact that there is a separate line item does not mean that this expense is not incurred for the Children's accommodation; these expenses will continue to be incurred by the Wife in the future *for the benefit of the household*, to put a roof over the Children's heads: see *UEB v UEC* [2018] SGHCF 5 at [7]. Likewise, the costs of a part-time cleaner and payments for house maintenance are incurred to ensure the upkeep of the Children's home. In other words, these are costs incurred to maintain a reasonable standard of living for the Children, bearing in mind the financial capacities of the parties and the standard of living that the parties enjoyed immediately prior to the breakdown of the marriage. I should note for completeness that the Wife had also initially asked for a sum of \$1,240 per month to be included in the household expenses. However, at the ancillary matters hearing, her counsel indicated to the court that she would be dropping this claim.

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<sup>15</sup> PWS at para 33.

25 The parties agree that the Children's portion of the household expenses amounts to half of the total cost, which based on my findings above, comes up to \$1,167 per month.

26 I next consider the personal expenses of the Children. The Husband disputes the existence of many items claimed by the Wife. I am of the view that the big-ticket purchases, such as the Children's school fees, enrichment classes, medical bills, and personal insurance expenses should be paid on a reimbursement basis. As parties have joint custody of the Children, they should consult one another before incurring such expenses on behalf of the Children. As for expenses such as tours and family outings, these are luxuries and not necessities and should be borne by the party bringing the Children for such activities. Likewise, for the rest of the Children's day-to-day expenses, I am of the view that both parties care for their Children and would not be unnecessarily calculative or miserly over the expenses incurred by the Children on a daily basis, such as food, pocket money, clothes, and other necessities. Thus, bearing in mind the generous access orders that I have made, each party should bear the costs of the expenses incurred during the times when they have access to the Children.

27 In the result, I order that the Husband should pay a fixed sum of \$585 per month to the Wife for the Children's maintenance; further, that the Children's remaining major personal expenses should be split equally between the parties on a reimbursement basis.

#### **Determination, valuation and division of matrimonial assets**

28 I next consider the division of matrimonial assets. As a preliminary point, parties do not dispute that the operative date for the determination of the

matrimonial pool is the date closest to the IJ, and that the operative date for the valuation of the matrimonial assets is the date closest to the AM hearing, save for bank account and Central Provident Fund (“CPF”) account balances which will be valued at the date closest to the IJ: see *ARY v ARX and another appeal* [2016] 2 SLR 686 at [31] and *USA v USB* [2020] 4 SLR 288 at [35].<sup>16</sup>

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

#### *Joint assets*

29 There are three assets jointly held by the parties.

30 The first asset I consider is the matrimonial home. The Husband submits that it is valued at \$2,049,820.<sup>17</sup> His valuation is based on an undated commercial leaflet from a property agent.<sup>18</sup> The Wife submits that it is valued at \$1,920,000.<sup>19</sup> Her valuation is based on an estimation obtained from the website of srx.com.sg, but it is likewise unclear when this estimation was obtained.<sup>20</sup> In my view, neither party’s evidence is more convincing than the other: these valuations are merely estimates based on the values obtained from the sale of units in the same development and are not valuations obtained *specifically* for the matrimonial home. I note that the Husband’s position on the division of the matrimonial home is that while the Wife should be given the first option to purchase his share of the matrimonial home, the transaction should be based on the actual price that could be obtained from an open market sale of the

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<sup>16</sup> DWS at paras 65-66.

<sup>17</sup> PWS at para 38.

<sup>18</sup> Plaintiff’s Core Bundle (“PCB”) dated 27 March 2024 at p 120.

<sup>19</sup> DWS at para 73.

<sup>20</sup> DCB at p 335.

property. I agree that this is the fairest approach. Ordering a party to buy the other party's share based on a valuation conducted at an unknown date cannot be fair to either the buying or the selling party, as the historical market prices will no longer be relevant or appropriate due to potential price fluctuations with the passage of time: see *CYH v CYI* [2023] SGHCF 4 at [28].

31 Nevertheless, it remains necessary for the court to assign an estimated value to the matrimonial home, for the purposes of later determining the direct contributions of the parties to the matrimonial assets. Given that the disparity in the parties' valuations is not large, I find it reasonable to split the difference. It is agreed that there are outstanding liabilities amounting to \$250,616.05. Thus, the estimated net value of the matrimonial home amounts to around \$1,735,000.

32 The second asset I consider is the motor vehicle. The parties agree that the vehicle is valued at \$63,006.

33 The third asset I consider is the CIMB Fastsaver Account No. (-6155). It is not disputed that the account contains a sum of \$37,954.39.<sup>21</sup> The Wife alleges that the monies were set aside for the Children's education.<sup>22</sup> No evidence was provided in support of her assertion, and no authority was cited for the proposition that monies set aside for the children's use do not constitute matrimonial assets. In my view, the fact that the monies were set aside for the Children's use does not make it any less of a matrimonial asset as defined in section 112(10)(b) of the Women's Charter 1961 (*ie*, "any other asset of any nature acquired during the marriage by one party or both parties to the

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<sup>21</sup> PCB at p 80.

<sup>22</sup> DWS at para 73.

marriage”). Unless the parties have expressly agreed not to consider these sums as matrimonial assets, these are sums which would be liable for division.

34 In the result, I find that the total value of the joint assets amounts to \$1,835,960.39.

*Sole assets*

35 Next, I consider the assets held in the Husband’s sole name. Based on the joint summary tendered by the parties, a sum of \$1,726,461.69 is undisputed.<sup>23</sup> I address the disputed assets below.

36 First, there are two insurance policies which the Husband included in his calculations which sum up to \$25,006.28.<sup>24</sup> The Wife contends that these policies are held for the benefit of the Children and should be excluded from the matrimonial pool. I reject the Wife’s contention. Save where it is expressly agreed upon between the parties, there is no basis to exclude this sum from the matrimonial pool. As I pointed out earlier (at [33]), the fact that an asset is intended to be for the Children’s benefit does not make it any less of a matrimonial asset. As these insurance policies were purchased using funds from the parties’ joint account, I accept the Husband’s submission that half of the value of the policies should be assigned to him, with the remainder assigned to the Wife.

37 Second, there is a Maybank Prestige Savings Account (-4511) (the “Maybank Account”) which contained a sum of \$204,003.42 as at the date of the IJ. However, the Husband avers that he transferred a sum of \$22,000 from

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<sup>23</sup> JS at Section 3b, S/N (iv)-(xxvii) and (xxx)-(xxxv).

<sup>24</sup> JS at Section 3b, S/N (xxviii) and (xxix).



this account to the Wife during the course of the divorce proceedings.<sup>25</sup> The Wife made no arguments in response to this allegation. In the absence of any denial from the Wife, I accept the Husband’s submission and reduce the value of this account accordingly.

38 Third, there is a CGS-CIMB account (-8308) (the “CIMB Trading Account”), which is in the name of the Wife’s mother. The Husband did not dispute the Wife’s submission that the value of the securities in the account amounted to around \$116,530.24.<sup>26</sup> The CIMB Trading Account was the subject of another lawsuit in the General Division of the High Court. During the course of those proceedings, the Wife admitted that her mother’s beneficial ownership of the account only amounted to 4%, and that the balance was held beneficially as between the parties. At the hearing before me, both parties (through counsel) agreed that the balance of the funds in the CIMB Trading Account should be attributed equally to both parties, after deducting the 4% belonging to the Wife’s mother. Accordingly, the Husband’s share of the CIMB Trading Account is valued at \$55,934.52.

39 Following from the above findings, the assets in the Husband’s sole name are as follows:

| <b>S/N</b> | <b>Item</b>   | <b>Value (\$)</b> |
|------------|---|-------------------|
| 1          | Undisputed sums   | 1,726,461.69      |
| 2          | Insurance policies held for the benefit of the Children | 12,503.14         |

<sup>25</sup> JS at p 20.

<sup>26</sup> DWS at p 49; Husband’s Second Affidavit of Assets and Means (“H AOM 2”) dated 29 November 2023 at p 30.

|              |                  |                     |
|--------------|------------------|---------------------|
| 3            | Maybank Account  | 182,003.42          |
| 4            | CGS-CIMB Account | 55,934.52           |
| <b>Total</b> |                  | <b>1,976,902.77</b> |

40 I next consider the assets held in the Wife's name. Based on my findings above, the Wife's assets should also include: (a) a sum of \$12,503.14, being the Wife's share of the insurance policies; (b) a sum of \$22,000, being the sum transferred from the Maybank Account to the Wife; and (c) a sum of \$55,934.52, being the value Wife's portion of the CGS-CIMB Account.

41 The Wife also sought to exclude an additional sum of \$43,267.15 which was tied up in various savings policies and savings accounts, as she claimed that these sums were intended solely for the benefit of the Children.<sup>27</sup> In this respect, I reiterate that unless the parties have expressly agreed not to consider these sums as matrimonial assets, these are sums which would be liable for division.

42 Finally, it is not disputed that the Wife holds assets in her own name with a total value of \$1,197,300.64.

43 The assets in the Wife's sole name are thus as follows:

| S/N | Item  | Value (\$)   |
|-----|---|--------------|
| 1   | Undisputed sums   | 1,197,300.64 |
| 2   | Insurance policies held for the benefit of the Children | 12,503.14    |
| 3   | Transferred amount from Maybank Account                 | 22,000.00    |

<sup>27</sup> JS at Section 3c, S/N (vii)-(viii) and (xii)-(xiii).

|              |  |                     |
|--------------|--|---------------------|
| 4            | CGS-CIMB Account   | 55,934.52           |
| 5            | Accounts & policies held for the benefit of the Children | 43,267.15           |
| <b>Total</b> |  | <b>1,331,005.45</b> |

*Alleged dissipations and adverse inferences*

44 The Husband further submits that the Wife has not complied with her duty of full and frank disclosure. First, he points to the fact that the Wife originally failed to disclose the CIMB Trading Account and it was not until the Husband filed a separate civil suit for a determination of the beneficial ownership of the account that the Wife admitted that the Husband had a beneficial interest in the account.<sup>28</sup> Second, the Husband also points to the disparity in the values of the parties' respective disclosed assets and contrasts these values with the earning capacity of both parties. According to the Husband, it is highly unlikely that the Wife – who earned on average 58% more than the Husband over the last three years – would have fewer assets than him, especially when her spending patterns as disclosed in her bank statements are not so extravagant as to account for such a disparity.<sup>29</sup>

45 More pertinently, the Husband points to several transactions from the Wife's OCBC account (-0001) (the "OCBC Account"), which disclosed withdrawals amounting to \$54,400 over a period of 3 months from November 2022 to January 2023, leading up to the date of the IJ.<sup>30</sup> These withdrawals were made to an entity known as "DTCK", which the Husband claims are references

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<sup>28</sup> PWS at paras 40-45.

<sup>29</sup> PWS at paras 46-50.

<sup>30</sup> PWS at para 52; PCB at pp 382, 384 and 387.

to the Wife's brother, who shares the same initials. The Husband also argues that the Wife has a pecuniary interest in [Company C] which she failed to disclose to the court. The Husband asks the court to draw this inference based on the following facts: (a) the Wife's brother is a director of [Company C]; (b) the Wife's explanation that she was supporting her brother with monthly payments of \$1,000 was inconsistent with several transactions between herself and [Company C]; and (c) the Wife was a beneficiary of insurance policies purchased through [Company C].<sup>31</sup>

46 Based on the alleged dissipations and adverse inferences, the Husband submits that the Wife has heavily under-declared her assets. He claims that the total assets cannot be accurately determined and that the court should order the parties to retain the assets held in their sole names.<sup>32</sup>

47 The legal principles relevant to dissipations and adverse inferences are set out in the Court of Appeal's decision in *UZN v UZM* [2021] 1 SLR 426 ("*UZN v UZM*"). These principles may be summarised as follows:

(a) The court's duty is to "ensure that the matrimonial pool reflects the full extent of the material gain of the marital partnership": *UZN v UZM* at [59].

(b) The court may do so by drawing an adverse inference against a party who has failed to make full and frank disclosure of assets: *UZN v UZM* at [61]. Specifically, 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;

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<sup>31</sup> PWS at paras 53-57.

<sup>32</sup> PWS at para 85.

and (b) that person must have had some particular access to the information he is said to be hiding: *BPC v BPB and another appeal* [2019] 1 SLR 608 (“*BPC v BPB*”) at [60].

(c) Another conceptually distinct means of ensuring that the matrimonial pool reflects the material gains of the marriage is to add the values of certain assets into the pool on the basis that a party has expended substantial sums when divorce proceedings are imminent: *UZN v UZM* at [62], citing *TNL v TNK* [2017] 1 SLR 609 at [24].

48 In my view, the withdrawals from the Wife’s OCBC Account to the entity known as “DTCK” amount to a straightforward case of “expending substantial sums when divorce proceedings are imminent”. These amounts are easily quantifiable and ought to be notionally added back to the matrimonial pool. I also note that the same bank statements also disclose withdrawals totalling \$20,450 from the Wife to the Wife’s lawyers. No arguments were made by counsel in respect of this sum. However, such expenditure is typically added back to the matrimonial pool because legal costs should be borne by the parties out of their own share of the matrimonial assets: see *UZN v UZM* at [45] and *WGJ v WGI* [2023] SGHCF 11 at [30]. My finding that these sums should be added back into the pool on this basis does not rest on the culpability of the act in question or the drawing of an adverse inference.

49 However, as regards the Wife’s involvement in [Company C], I am of the view that the Husband has not shown that there is a substratum of evidence which establishes a *prima facie* case of concealment against the Wife. In particular, it is observed that the following transactions occurred:<sup>33</sup>

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<sup>33</sup> PCB at pp 337-340; 382-387.

- (a) On 23 November 2022, \$23,800 was transferred to [Company C];
- (b) On 28 December 2022, \$25,000 was transferred to [Company C] as a loan;
- (c) On 29 December 2022, \$25,000 was transferred to [Company C] as a loan;
- (d) On 31 December 2022, the Wife entered into an agreement with [Company C] to purchase two re-assigned insurance policies for a sum of \$23,800; and
- (e) On 2 January 2023, \$50,000 was received from [Company C] with its transaction reference stated as “Loan repay”.

50 The two re-assigned insurance policies have been accounted for in my calculation of the Wife’s assets above. Further, it appears from the transactions above that the loan has been repaid in full. This being the case, I do not think that the Husband has shown any concealment by the Wife. It bears reiterating that not every shortfall in the account provided by a party would present a suitable occasion for an adverse inference to be drawn: *UZN v UZM* at [21]. The difference between the Wife’s income and assets in the present case is not so disparate as to warrant a detailed analysis of the parties’ earnings and expenditure for the purposes of determining the extent of the matrimonial assets. A useful comparison can be drawn with the case of *UZN v UZM*, where the husband’s disclosed cash balance of less than \$500 simply did not gel with his expected earnings of around \$4,500,000 over the course of six years: at [26]. In contrast, the Wife in the present case has disclosed assets of around \$1,400,000, which is close to four times the Wife’s current annual salary.

51 Further, while it is regrettable that the Wife was not frank at the outset with regard to the CIMB Trading Account, she did eventually come clean as to the Husband's beneficial ownership in the account. This was therefore not a case of non-disclosure but rather, belated disclosure. In this regard, the following observations by the Appellate Division of the High Court in *CVC v CVB* [2023] SGHC(A) 28 (at [97]) are pertinent:

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.

52 In the circumstances, no adverse inference is drawn against the Wife. However, the sum of \$74,850 (\$54,400 + \$20,450) is notionally added back to the assets held in the Wife's name.

***Division and apportionment of matrimonial assets***

53 There are two methodologies which may be applied in clustering matrimonial assets in preparation for division: (a) the global assessment methodology, which entails the court applying one ratio to the global pool of identified matrimonial assets; and (b) the classification methodology, which requires the court to classify the matrimonial assets and thereafter determine and apply separate ratios to each class of the assets: see *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") at [31]–[33].

54 The parties do not agree on whether the global assessment methodology or the classification assessment methodology ought to apply in the present case. The Husband proposes that the assets acquired jointly should be divided equally, while the parties should be ordered to retain the assets held in their sole

names.<sup>34</sup> He argues that classification is appropriate because, in the process of the divorce proceedings, the parties had actually come to an agreement that the joint assets would be divided equally.<sup>35</sup> Further, because of the alleged dissipations and the adverse inferences which he argues should be drawn, the total assets cannot be accurately determined; and it would accordingly be fair and just to order the parties to retain the assets held in their sole names.<sup>36</sup> The Husband also submits that this is consistent with how the parties have managed their financial affairs throughout the marriage.<sup>37</sup> The Wife, on the other hand, proposes that the entire matrimonial pool should be liable to division in the proportions as determined by an application of the structured approach as set out in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”).<sup>38</sup>

55 I do not see any evidence of an agreement between the parties in respect of the division of matrimonial assets. Given that I do not draw an adverse inference against the Wife, I see no reason to use the classification assessment methodology in the present case. I will therefore proceed to divide the matrimonial assets according to the global assessment methodology.

#### *Direct financial contributions*

56 The parties agree that their direct financial contributions for the jointly held assets are equal. They also agree that they are solely responsible for the assets held in their respective sole names.<sup>39</sup>

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<sup>34</sup> PWS at paras 81-82.

<sup>35</sup> PWS at paras 74-79.

<sup>36</sup> PWS at para 85.

<sup>37</sup> PWS at para 84.

<sup>38</sup> JS at p 46.

<sup>39</sup> PWS at paras 81-82; DWS at para 78.



| <b>Item</b>                | <b>Husband's contributions</b> | <b>Wife's contributions</b> |
|----------------------------|--------------------------------|-----------------------------|
| Joint assets               | \$917,980                      | \$917,980                   |
| Assets in sole name        | \$1,976,902                    | \$1,405,855                 |
| <b>Total contributions</b> | <b>\$2,894,882</b>             | <b>\$2,323,835</b>          |
| <b>Ratio</b>               | <b>55.5</b>                    | <b>44.5</b>                 |

### *Indirect contributions*

57 The Husband submits that the indirect contributions should be equal. The Wife submits that the indirect contributions should be apportioned 70:30 in her favour.

58 When ascribing a ratio in respect of the indirect contributions of the parties, it is trite that the court is not indulging in a rigid and mechanistic calculation exercise: *UYQ v UYP* [2020] 1 SLR 551 at [4]. Rather, applying the broad-brush approach, the court is to apportion the indirect contributions based on its impression and judgment from the relevant facts of each case: *ANJ v ANK* at [24]. Practically, this means that the court is not unduly focused on the minutiae of family life; instead, the court should direct its attention to broad factual indicators, such as the length of the marriage, the number of children, and which party was the children's primary caregiver: *USB v USA and another appeal* [2020] 2 SLR 588 at [43].

59 This was a moderately lengthy marriage of 17 years, where both spouses were working full-time for the most part of the marriage. The parties were supported by domestic helpers which would have reduced the burden of homemaking and caregiving responsibilities undertaken by the parties: *ANJ v*

ANK at [27(c)]. As I have found above, both parties played an equal but differentiated role in taking care of the children throughout the marriage.

60 While the Wife has sought to downplay the Husband's contributions in this regard, she does accept that the Husband walks the Children to school every morning (having done so since the Children started primary school), sends the Children to and from their enrichment classes and medical appointments, helps out with the Children's studies, buys dinners and lunches for the family, and assists in making minor repairs.<sup>40</sup> From these admissions alone, I find that the Husband is an engaged father who has been involved in the Children's lives and the family's life.

61 The present facts can be usefully contrasted with the two cases cited by the Wife in support of her arguments. Neither case supports the Wife's arguments because in both cases, the spouses who were granted a lower proportion of indirect contributions were considerably less involved in the family's activities and affairs:

(a) In *WGE v WGF* [2023] SGHCF 26 ("*WGE v WGF*"), I assessed the parties' indirect contributions at 70:30 in the wife's favour: at [168]. The wife cared for the child of the marriage and the home without the help of a domestic helper or family members; in contrast, the husband was often away from home travelling for work: at [158]–[159].

(b) In *WQR v WQS* [2023] SGHCF 41, the court assessed the parties' indirect contributions at 80:20 in the wife's favour: at [45]. The wife made the vast majority of both financial and non-financial contributions as she was holding a full-time job and the main caregiver of the children;

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<sup>40</sup> DWS at paras 90-99.

in contrast, the husband was not working, was silent on the allegations that he was engaged in numerous extra-marital affairs, and regularly displayed a “foul and domineering behaviour”: at [35]–[40].

62 For the reasons stated above, there is no basis for me to find that the indirect contributions of the parties were anything but equal.

*Average ratios*

63 It is undisputed that equal weightage ought to be given to both the direct and indirect contributions of the parties.

64 Based on the foregoing analysis, the average ratio for division is 53:47 in the Husband’s favour.

| <b>Item</b>                           | <b>Husband’s contributions</b> | <b>Wife’s contributions</b> |
|---------------------------------------|--------------------------------|-----------------------------|
| Direct contributions                  | 55.5%                          | 44.5%                       |
| Indirect contributions                | 50%                            | 50%                         |
| Average ratio (rounded)               | 53%                            | 47%                         |
| <b>Proportion of matrimonial pool</b> | <b>\$2,765,921</b>             | <b>\$2,452,798</b>          |

65 As I noted earlier, the Husband agrees to the Wife being given the first option to purchase the matrimonial home, based on the price offered by the highest bidder when it is put up for sale in the market.<sup>41</sup> The Husband’s half share of the proceeds of sale of the matrimonial home shall be reduced by a sum

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<sup>41</sup> PWS at para 86.

of \$128,962 (and the Wife's half share correspondingly increased by the same amount), being the shortfall owed to the Wife based on the ratios set out above.

**Conclusion**

66 To sum up, my orders are as follows:

(a) The Wife shall have sole care and control of the Children. The Husband shall have access to the Children on terms to be agreed between the parties subject to my findings at [18]–[20] above.

(b) The Husband shall pay a sum of \$585 per month for the maintenance of the Children. In addition, the parties shall split the personal expenses of the Children equally on a reimbursement basis upon the provision of receipts.

(c) The Wife shall be granted the first right to purchase the Husband's share of the matrimonial home, based on the price that can be obtained from the open market. Parties are to agree between themselves on the terms on which the Wife shall exercise such right (including the timelines), and on the terms of any sale of the property in the open market in the event that the Wife does not exercise such right;

(d) A sum of \$128,962 shall be transferred to the Wife from the Husband's share of the proceeds of the sale of the matrimonial home.

67 There shall be liberty to both sides to apply in respect of the working out of the orders given.

68 Having regard to the nature of these proceedings and given that both sides have succeeded on only some of the arguments advanced, each party is to bear his or her own costs of these proceedings.

Mavis Chionh Sze Chyi  
Judge of the High Court

Decruz Martin Francis (Shenton Law Practice LLC) for the plaintiff;  
Tan Yee Tat, Lim Junchen Xavier and Alvina Chitra Logan (Yeo &  
Associates LLC) for the defendant.

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