

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

**[2024] SGHCF 29**

Divorce (Transferred) No 348 of 2020

Between

VRJ

*... Plaintiff*

And

VRK

*... Defendant*

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**JUDGMENT**

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[Family Law — Matrimonial assets — Division]

[Family Law — Maintenance]

[Family Law — Custody — Joint orders]

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**VRJ**

**v**

**VRK**

**[2024] SGHCF 29**

General Division of the High Court (Family Division) — Divorce  
(Transferred) No 348 of 2020

Choo Han Teck J

16, 31 July 2024, 2 August 2024

13 August 2024

Judgment reserved.

**Choo Han Teck J:**

1 The plaintiff (the “Wife”), aged 47, was a banker with a monthly salary of S\$12,000, but has been unemployed since June 2019. She obtained her Masters of Science (Data Science) in March 2023. The defendant (the “Husband”), aged 54, is a Desk Head (Vice President) of a team of Relationship Managers with a bank. He draws a monthly salary of S\$19,736 (inclusive of bonuses). They married on 15 September 2007 and have a son and a daughter (the “Children”), aged 16 and 12 respectively. The parties agree that the date of separation was 5 September 2019. The Wife commenced divorce proceedings on 22 January 2020. Interim judgment (“IJ”) was granted on 11 May 2022.

**Valuation of matrimonial assets**

2 The parties agree that the date for ascertaining the pool of matrimonial assets is on the date of separation, *ie*, 5 September 2019. The parties also agree

that most of the matrimonial assets should be valued on the date of the ancillary matters hearing, *ie*, 16 July 2024. The exceptions are the CPF accounts and most of the bank accounts, which they agree to be valued on the date of separation. As for the bank accounts on which they do not agree as to the date of valuation, I will address them as they arise.

3 I shall first deal with the valuation of matrimonial assets which are undisputed, and those with minor differences:

| S/N   | Asset   | Wife's Case   | Husband's Case                             | Court's Decision   |
|---|---|---------------|--|--|
| <b>Assets that are jointly held by Wife and Husband</b> |   |               |  |  |
| 1   | CIMB Bank account<br>(Bank A/C No. XXXXXXX805)  | S\$0          | S\$0                                       | S\$0   |
| 2   | DBS Bank Portfolio<br>(Bank A/C No. S-XXXX09-0) | S\$14,067.80  | S\$14,674.20<br>(rate at 1AUD to SGD0.933) | S\$14,067.80<br>(as stated in the bank statement)  |
| <b>Wife's assets</b>                                    |   |               |  |  |
| 3   | CPF accounts                                    | S\$649,992.83 | S\$649,992.83                              | S\$649,992.83  |
| 4   | Bank accounts of undisputed value of money      | S\$552,113.31 | S\$552,113.31                              | S\$0 +<br>S\$450,000 +<br>S\$26,131.61 +<br>S\$75,981.70 +<br>S\$0 + S\$0 =<br>S\$552,113.31 |

| S/N                     | Asset   | Wife's Case  | Husband's Case   | Court's Decision   |
|-------------------------|---|--|--|--|
| 5                       | Insurance policies of undisputed value                        | S\$105,026.51  | S\$105,026.51  | S\$61,039.71 +<br>S\$18,654.45 +<br>S\$25,332.35 +<br>S\$0 + S\$0 +<br>S\$0 =<br>S\$105,026.51       |
| <b>Husband's assets</b> |   |  |  |  |
| 6                       | CPF accounts  | S\$648,763.91  | S\$648,763.91  | S\$648,763.91  |
| 7                       | Bank accounts of undisputed value of money                    | S\$231,050.35  | S\$231,050.35  | S\$7,785.95 +<br>S\$1,284.27 +<br>S\$1,791.82 +<br>S\$52.22 +<br>S\$220,136.09<br>=<br>S\$231,050.35 |
| 8                       | UOB Global Currency Bank Account (Bank A/C No: XXX-XXX-X81-1) | S\$2,825.38<br>(USD2,090.78)<br>as at<br>5 September<br>2019 | S\$2,864.37<br>(USD2,090.78)<br>as at<br>5 September<br>2019<br><br>Rate at USD1<br>to S\$1.37 | S\$2,844.88<br>(dispute arises<br>from<br>exchange rate,<br>average of<br>submitted<br>values taken) |

| S/N   | Asset   | Wife's Case  | Husband's Case  | Court's Decision  |
|-------|---|--|---|---|
| 9     | CIMB (Malaysian) Bank Account (Bank A/C No. XXXXXXX314) | S\$45.56 (MYR138.05) as at 5 September 2019, rate at MYR3.03 to SGD1 | S\$49.13 (MYR138.05) as at 20 July 2019 (closest known date to date of separation), rate at MYR3.54 to SGD1 (taken as of February 2024) | S\$47.35 (dispute arises from exchange rate, average of submitted values taken) |
| 10    | Insurance policies of undisputed value                  | S\$12,327.64   | S\$12,327.64  | S\$12,327.64 + S\$0 + S\$0 + S\$0 + S\$0 = S\$12,327.64                         |
| 11    | SGX / CDP (Securities A/C No. XXXX-XXXX-3071)           | S\$22,831.80   | S\$22,831.80  | S\$22,831.80  |
| Total |   |  |   | S\$2,239,066.38   |

4 My decision regarding the rest of the matrimonial assets are as follows:

| S/N   | Asset       | Wife's Case                     | Husband's Case                                      | Court's Decision  |
|---|-------------|---------------------------------|---|---|
| <b>Assets that are jointly held by Wife and Husband</b> |             |                                 |   |   |
| 12  | Property A1 | AUD685,000 (gross market value) | AUD552,000 (gross market value as at 23 March 2024) | Sell (parties did not wish to incur costs for a valuation report) |

| S/N | Asset  | Wife's Case  | Husband's Case   | Court's Decision                          |
|-----|--|--|--|---|
| 13  | Property A2  | S\$369,665<br>(gross market value)   | S\$444,480<br>(gross market value)   |   |
| 14  | DBS Bank Savings Account (Bank A/C No. XXX-X-XXX307) ("the Joint DBS Account")               | S\$226.81 as at 5 September 2019   | S\$196,903.81<br>(S\$226.80 + S\$187,036.26)<br><br>As at 4 December 2019  | S\$226.81 + S\$187,036.26 = S\$187,263.07 |
| 15  | HSBC Bank Australia Day to Day (Bank A/C No. XXXXX412) ("the Joint Australian HSBC Account") | S\$13,248.06 (AUD12,453.18) as at 5 September 2019<br><br>Plus AUD 17,952.20 from Husband's DBS A/C No 056-113010-4 (as of 10 July 2024) | AUD36,189.28 (as at 1 July 2024)<br><br>Add AUD17,952.20 from Husband's DBS A/C No 056-113010-4 (as of 10 July 2024)<br><br>Total (AUD45,314.80)<br><br>Replace S\$41,168.33<br><br>(Exchange rate as of 15 July 2024) | S\$41,168.33                              |

| S/N                  | Asset   | Wife's Case   | Husband's Case   | Court's Decision |
|----------------------|---|---|--|------------------|
| <b>Wife's assets</b> |   |   |  |                  |
| 16                   | UOB Bank Current Account (Bank A/C No: XXX-XXX-X06-7) | S\$139,243.43 as at September 2019  | S\$400,228.36 (S\$260,000.00 + S\$140,228.36) as at September 2019 | S\$400,228.36    |
| 17                   | UOB Privilege Account No XXX-XXX-X10-9                | S\$0.00: Not a matrimonial asset. Account belongs to Wife's parents; Wife is joint account holder for purely administrative purposes. | S\$50,016.19 as at September 2019                                  | S\$25,008.10     |
| 18                   | UOB Time/Fixed Deposit XXX-XXX-XXX-XXX002             | S\$0.00: Not a matrimonial asset. Account belongs to Wife's parents; Wife is joint account holder for purely administrative purposes. | S\$100,000.00 as at September 2019                                 | S\$50,000.00     |
| 19                   | UOB Time/Fixed Deposit XXX-                           | S\$0.00: Not a matrimonial asset. Account belongs to  | S\$50,000.00 as at September 2019                                  | S\$25,000.00     |

| S/N                     | Asset                                 | Wife's Case   | Husband's Case                   | Court's Decision                                       |
|-------------------------|---------------------------------------|---|----------------------------------|--|
|                         | XXX-XXX-X-XXX003                      | Wife's parents;<br>Wife is joint account holder for purely administrative purposes. |                                  |  |
| 20                      | PruLifetime Income Policy No XXXXX217 | S\$0.00: Not a matrimonial asset, should be kept for the Children's benefit         | S\$6,014.74                      | S\$0.00: Matrimonial asset but not subject to division |
| 21                      | PruLifetime Income Policy No XXXXX226 | S\$0.00: Not a matrimonial asset, should be kept for the Children's benefit         | S\$6,022.23                      | S\$0.00: Matrimonial asset but not subject to division |
| <b>Husband's assets</b> |                                       |   |                                  |  |
| 22                      | POSBkids ac no XXXXXX379              | S\$0.00: Not a matrimonial asset, should be kept for the Children's benefit         | S\$15,002.52 as at 29 March 2024 | S\$0.00: Matrimonial asset but not subject to division |
| 23                      | POSBkids ac no XXXXXX695              | S\$0.00: Not a matrimonial asset, should be kept for the Children's benefit         | S\$11,546.66 as at 29 March 2024 |  |



| S/N | Asset  | Wife's Case   | Husband's Case                             | Court's Decision                                       |
|-----|--|---|--|--|
| 24  | <b><i>Liability / Creditor</i></b><br><i>Citibank Ready Credit A/C no 1-906081-276</i> | S\$0.00: Not a matrimonial liability  | <i>-\$46,312.67</i> as at 5 September 2019 | <i>-\$46,312.67</i>                                    |
| 25  | Prudential Insurance (Policy No. XXXXX469)   | Unknown   | Cancelled                                  | S\$0   |
| 26  | Manulife Insurance (Policy No. XXXXXXX878)   | Unknown   | S\$0.00                                    | S\$0   |
| 27  | Prudential Insurance (Policy No XXXXX999)<br>(Life Assured – Son)                      | Not a matrimonial asset, should be kept for the children's benefit          | S\$24,184.77 as at 27 March 2024           | S\$0.00: Matrimonial asset but not subject to division |
| 28  | Prudential Insurance (Policy No XXXXX519)<br>(Life Assured – Daughter)                 | S\$0.00: Not a matrimonial asset, should be kept for the children's benefit | S\$13,046.09 as at 27 March 2024           | S\$0.00: Matrimonial asset but not subject to division |
| 29  | Motor Vehicle (Registration No. XXXX16E)   | Net value of S\$98,899.17 as of 9 July 2024                                 | S\$8,444.65 as at AM hearing date          | S\$49,371  |

| S/N   | Asset                                    | Wife's Case                | Husband's Case                           | Court's Decision                           |
|-------|--|----------------------------|--|--|
| 30    | Chinese Swimming Club membership         | S\$8,500 as of 9 July 2024 | S\$0.00: not a matrimonial asset         | S\$1,960                                   |
| 31    | Withdrawal of S\$450,000 on January 2019 | S\$450,000                 | Matrimonial loss from failed investments | S\$450,000                                 |
| 32    | Investment in Company C1                 | Estimated S\$1.5m          | S\$96,959.10                             | S\$96,959.10, but with uplift for the Wife |
| 33    | Investment in Company D                  | Estimated S\$1m            | S\$10,000                                | S\$10,000, but with uplift for the Wife    |
| 34    | Wife's shares in Company C2              | Estimated S\$300,000       | Not provided                             | S\$0, but with uplift for the Wife         |
| Total |  |                            |  | S\$1,290,645.29                            |

5 I first deal with the residential apartments in Australia (S/No. 12 and 13). For both properties, the difference between the parties' valuations is around S\$100,000. Counsel for the parties took their valuations from websites — the Wife from domain.com.au and the Husband from realestate.com.au. But these websites do not have the information or reasoning to help me decide which valuation is more appropriate. Counsel indicated that their clients did not provide valuation reports to save on costs. The web site valuations are unreliable, given the big difference of \$100,000. I therefore order that the properties be sold and the proceeds divided according to the overall division ratio.

6 I next turn to the Joint DBS Account. On the date of separation, there was S\$226.81 in the Joint DBS Account. However, on 4 December 2019, the proceeds, amounting to S\$187,036.26, from the sale of a matrimonial property called Property N, was deposited into the Joint DBS Account. This sum of S\$187,036.26 is thus a matrimonial asset. On 13 February 2020, the Wife withdrew S\$94,510 into a bank account which she claims was exclusively for the children's maintenance during the period of separation. On the same day, she also withdrew S\$36,000 to maintain her monthly expenses. On 20 February 2020, the Husband withdrew S\$71,120.98 into his own bank account. Both parties did not appear to have obtained each other's consent to do so. Their explanations for their respective withdrawals are of little relevance: see *TNL v TNK* [2017] 1 SLR 609 at [24]. I thus add the sum of S\$187,036.26 to the matrimonial pool.

7 The parties disagree on the date to value the Joint Australian HSBC Account. The Husband says that it should be valued on the AM hearing date, because rental income continued to be deposited into that account. The Wife initially maintained that it should be valued on the date of separation (5 September 2019), but did not appear to object much to valuation on the AM hearing date in her supplementary submissions and in the further hearing. In my view, the rental proceeds are matrimonial assets. Since they have been deposited into the Joint Australian HSBC Account, they should form part of the matrimonial pool. I thus accept the Husband's valuation.

8 For the UOB Bank Current Account (Bank Account Number: XXX-XXX-X06-7), it is undisputed that the Wife withdrew S\$260,000 on 27 August 2019, when divorce proceedings were imminent. I thus add the S\$260,000 to the S\$140,228.36 which was in the account on 5 September 2019.

9 For S/No. 17–19, the Husband exhibits a UOB bank statement showing balances of \$50,016.19, \$100,000 and \$50,000 respectively. The Wife asserts that these three bank accounts are not matrimonial assets as they belong to her parents and she is a joint account holder for purely administrative purposes. However, her counsel was unable to show evidence in support of her claim. In such situations, half of the money in these bank accounts will be returned to the matrimonial pool, with the other half deemed as belonging to the other joint account holder: see *VQF v VQG* [2024] SGHCF 4 at [11].

10 For S/No. 20 and 21, the Wife claims that these insurance policies are not matrimonial assets as they are meant for the children. In my view, these insurance policies are matrimonial assets, but to give effect to parties’ intention that these insurance policies are meant for the children, I order that the mother continue to hold these assets for the Children. The parties shall be responsible for paying for the insurance premiums, which will be recorded as part of the Children’s expenses.

11 For S/No. 22 and 23, the Wife says that these bank accounts are not matrimonial assets because they contain moneys purely designated for the Children’s savings. The evidence shows that the parties had intended the moneys for the Children’s savings. To give effect to that intention, I order that the money in those accounts be transferred to trust accounts for the Children.

12 For S/No. 24 (“the Citibank facility”), the Wife’s counsel argues that it is not a matrimonial liability because the Husband had either dissipated assets from the Citibank facility, or incurred business expenses from the same. Counsel argues that the Husband’s salary is more than his expenses and he could not have incurred debts unless he involved himself in investments or businesses which he did not declare. As I will explain, the Husband’s failure to disclose

certain investments and assets is better dealt with by giving the Wife an uplift in relation to the matrimonial pool. For now, I accept that the Citibank facility is a matrimonial liability and deduct the sum of S\$46,312.67 from the matrimonial pool. For S/No. 25 and 26, the Wife doubts the Husband's claims that the insurance policies were cancelled and have lapsed respectively. The Husband backed up his claim with account statements, against which the Wife has not pointed to any evidence supporting her suspicions. I thus accept the Husband's claims regarding these two insurance policies. For S/No. 27 and 28, the Husband and Children are joint beneficiaries of policies. I order that they remain with the Husband to be held for the Children's benefit. The Husband and Wife shall contribute in the proportion of 60:40 respectively (as explained below) to the insurance premiums as part of the Children's expenses.

13 For the motor vehicle, the Husband ascertained its value at the date of the expiry of the Certificate of Entitlement, namely in January 2021. His counsel argues that once the motor's vehicle was renewed on 20 January 2021, it ceased to be an MA as "it is a new car that came into existence". I do not accept this argument because the parties have agreed that the pool shall be determined on the date of separation. As per the parties' agreement, the motor vehicle shall be valued on the date of the AM hearing. I accept the Wife's valuation of S\$116,800, but agree with the Husband that the Preferential Additional Registration Fee ("PARF") of S\$24,746 and the prevailing quota premium ("PQP") of S\$42,683 should be deducted. I do not deduct the interest that the Husband incurred for the loan that he had taken to pay the PQP and the cost of maintaining the motor vehicle in a roadworthy condition, because neither of those go towards the depreciation of the asset. The value of the motor vehicle as of the AM hearing date is thus S\$49,371.

14 Turning to the Husband's Chinese Swimming Club ("CSC") membership, his parents had purchased it for him before he married the Wife. However, the Husband admits that the Children's tennis and swimming lessons were held at the CSC. This means that the CSC membership was ordinarily enjoyed by the Children for recreational purposes. Hence, pursuant to s 112(10)(a) of the Women's Charter 1961 (2020 Rev Ed), the CSC membership is a matrimonial asset. The Wife provided an updated valuation of S\$8,500 as of the AM hearing date, which I accept because it seems reasonable, and the Husband has not provided a valuation at the AM hearing date. However, I agree with the Husband that the transfer fee of S\$6,540 must be deducted. The CSC membership is thus valued at S\$1,960.

15 Regarding S/No. 31, the Husband withdrew S\$450,000 in January 2019 from the parties' joint CIMB Account. He invested S\$250,000 of this sum into some land parcels in Lombok, Indonesia ("the Lombok Investment") in August 2019 without the Wife's knowledge or consent. At the time, parties were going through a rough patch in their marriage. Considering this together with the fact that August 2019 was around one month away from the date of separation, I find that divorce proceedings were then imminent. The S\$250,000 must be returned to the matrimonial assets. As for the remaining S\$200,000, it appears that the Husband had depleted that sum from his own bank account by August 2022 but not earlier than May 2021. This period was after the date of separation. The Husband's explanations for depleting that sum are not relevant. S\$200,000 is a substantial sum, and since it was depleted while divorce proceedings were clearly imminent, it too must be returned to the matrimonial assets.

16 Finally, the Wife claims that the Husband has unquantifiable assets, whose values are unknown due to his lack of full and frank disclosure. This

claim relates to Husband's purported investment in a group of companies ("the C Companies") and Company D, a company incorporated in Cambodia.

17 The C Companies comprise five companies, one of which has ceased to exist. The C Companies include Company C1 and Company C2. They were incorporated and are run by one "B". The parties agree that the Husband invested into Company C1. But the Wife argues that contrary to the Husband's claim, Company C1 is worth more than S\$96,959.10. She points out that the value of the shares of Company C2 held by the Wife (as proxy for the Husband) and the value of the Husband's investment into Company C1 is unknown because B refused to give the financial records of the C companies to the Husband. In my view, B's refusal does not excuse the Husband. It is undisputed that B and the Husband are very close friends. The Husband could have, in all probability, gotten B to hand him the financial documents.

18 As for Company D, the Wife points out the following:

(a) The Husband's assertion that his share in Company D is worth S\$10,000 is implausible. The Wife points out that Company D is highly successful, with a physical location and partnerships with AIA Group Limited (Cambodia) and Tela Mart Toul Tum Pong (a Cambodian convenience store chain). Company D's Facebook page is also regularly updated, suggesting an active business presence in Cambodia.

(b) The Husband's claim that he has not received any returns on his investments in Company D nor any payments therefrom are also implausible. The Husband is not, as he claims, a silent partner of Company D. The Wife's search on Company D, performed using the Cambodian Ministry Commerce Search Tool, revealed that the Husband is the sole director and chairman of Company D's board, and the primary

contact for the registered office of Company D. This raises the likely possibility that he would have at least received income for his role as director in Company D.

19 The Husband further claims he has no documents evidencing the funds invested in Company D (including the sources of the funds) and all documents evidencing the accounts for Company D from the point of inception to date. Given that the Husband is the sole director of Company D, this is an incredible claim for him to make. Finally, the Husband also claims that there are two “Company D”s in Cambodia, but this is not borne out by the evidence.

20 Since the Husband has refused to provide full and frank disclosure in relation to the C Companies and Company D, I draw an adverse inference against him. Due to the dearth of evidence, the values of the Wife’s shares in Company C2, the Husband’s investment in Company C1, his returns and income from Company D as well as his share in Company D defy easy quantification. I thus grant the Wife an uplift of 10% in the overall ratio for the division of assets.

21 The Wife accuses the Husband of other instances of lying and failing to disclose information in relation to the C Companies and Company D. She says that the Husband must have contributed more funds and resources into the C Companies than he alludes to, that he had received loans or dividend payouts from Company C2, that he holds more shares in the C Companies than can be evidenced by documents alone, and must have invested more than S\$10,000 into Company D (other than buying ingredients for Company D). In my view, these accusations are overly speculative and do not lead me to draw adverse inferences against the Husband.



22 Aside from these unquantifiable assets, the Wife also claims that the Husband dissipated some matrimonial moneys during the marriage. First, she claims that the sale of Property B in March 2013 generated a profit of S\$763,684.84, for which the Husband has not satisfactorily given an account. Next, the Wife says that she provided S\$150,000 to the Husband for the cash down payment, renovations and furnishing of Property N. She claims that between 66% to 80% of this sum remains unaccounted for. Her position essentially is that only a part of the S\$150,000 went towards these purposes; the rest went to other unidentified purposes. The Husband's inability to account for these portions without more is insufficient to conclude that he had dissipated the money, especially when, as in this case, divorce proceedings were not imminent at the time. Married parties do not always record every expenditure (*WWM v WWN and another appeal* [2024] SGHCF 27 at [20]), and to dredge up every detail is futile (*UYQ v UYP* [2020] 1 SLR 551 at [2]).

23 In summary, the overall value of the matrimonial assets (excluding the values of the properties to be sold) are as follows:

| <b>Subtotal for assets under Wife's name</b> | <b>Subtotal for assets under Husband's name</b> | <b>Subtotal for joint assets</b> |
|--|---|----------------------------------|
| S\$1,807,369.11                              | S\$1,479,843.36                                 | S\$242,499.20                    |
| <b>Total: S\$3,529,711.67</b>                |   |                                  |

#### **Division of matrimonial assets**

24 This is a long dual-income marriage. The parties dispute the amount of their direct contributions for many of the assets in the matrimonial pool. However, the overall ratios for direct contributions as submitted by the parties are not far apart. The Wife says the overall ratio for direct contributions ought to be 50 (Husband): 50 (Wife), and the Husband says the ratio ought to be

54.95 (Husband): 45.05 (Wife). The parties' submitted ratios are only five percentage points apart — in other words, the parties appear to be disputing over small amounts of money relative to the entire pool. They should not nitpick over every small sum contributed during their marriage — this undermines the aspirations of our family justice system to enable the harmonious resolution of disputes: *UYQ v UYP* [2020] 3 SLR 684 at [3(b)]. In line with this, our courts have adopted a broad-brush approach to arrive at a just and equitable division of matrimonial assets.

25 My view is that a 50:50 ratio for direct contributions is fair in this case. The parties agree that during the marriage, the Husband was responsible for making investments, buying insurances and other household expenses, while the Wife was responsible for the expenses related to the children and saving the remaining money for the family. When the Husband needed money, he would ask the Wife for additional funds, which she generally gave. The Husband does not dispute this. In my view, this makes tracing the parties' respective direct financial contributions for each asset exceedingly difficult. It also shows that the parties intended to treat their moneys as matrimonial moneys which belonged to each other, with each party having different responsibilities over the matrimonial moneys. The losses and profits arising from the parties' exercise of their respective and agreed-upon responsibilities ought therefore to be attributed equally to the parties.

26 Turning to the parties' indirect contributions, the Wife argues for a ratio of 30 (Husband): 70 (Wife). The Husband argues that a 50:50 ratio is more appropriate. I agree with the Husband. Both parties had contributed indirectly to the family in their own ways — the Husband took care of the financial sphere while the Wife took care of the domestic sphere. When the Husband ran out of money, the Wife contributed money to him. Although the Wife was more

present in the son's life, this does not mean that the Husband was emotionally absent — according to the judge who presided over the divorce trial, the Husband was at a loss over how to connect with his son but nonetheless tried to do so by striking up conversation and bringing him out to play badminton.

27 As this was a marriage of 12 years (until the date of separation), the starting point is that equal weight should be given to both direct and indirect contributions. Nothing on the facts warrants an adjustment from this. The overall ratio is thus 50:50. However, as I am giving the Wife an additional uplift of 10%, the final ratio for the division of matrimonial assets is 60:40 in favour of the Wife. The Wife is entitled to S\$2,117,827 and the Husband, to S\$1,411,884.67. The Wife and Husband are also respectively entitled to 60% and 40% of the value of properties in Australia once they are sold.

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

28 The Husband argues that he ought to have joint custody over the Children and reasonable access to them, with the Wife having sole care and control. The Wife argues that she should be granted sole custody, sole care and control, and that the Husband be granted reasonable access to the Children “contingent upon the Children's consent and willingness”.

29 I see no reason to grant the Wife sole custody. In the normal course of events, parents will have joint custody over their children, that is, they will jointly decide matters dealing with the long-term decision making for the welfare of the child. This is to remind the parents that the law expects them to co-operate to promote the child's best interests, and to reduce the likelihood of one parent being excluded from the children's life: *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 (“*CX v CY*”) at [28]. The court grants sole

custody only in exceptional circumstances, such as where one parent physically, sexually or emotionally abuses the child, or where the parties' relationship is such that co-operation is impossible even after all mediation and counselling avenues are explored and this lack of co-operation is harmful to the child: *CX v CY* at [38]. The parents' animosity towards each other in litigation does not warrant an order for sole custody: *CX v CY* at [29]. The Wife raises a litany of complaints against the Husband, such as his failure to file an application for interim access and his alleged tendency to downplay the needs of the Children. These are factors that would point to the Wife having sole care and control. They are not exceptional circumstances that warrant a sole custody order.

30 I therefore grant the parents joint custody over the Children, the Wife sole care and control over the Children, and the Husband reasonable access to the Children. In working out the details for access, I encourage the parties to prioritise the welfare of the Children, which is best secured by letting them enjoy the love, care and support of both parents.

### **Maintenance for the Children**

31 I deal first with the quantum of expenses for the Children, which I find to be as follows:

| <b>S/No.</b>                  | <b>Expense</b> | <b>Amount (S\$)</b>  |
|-------------------------------|----------------|--|
| <b>Expenses for older son</b> |                |  |
| 1                             | Food           |  |
|                               | (a) Groceries  | 200<br><br>(the Husband proposed 100 but that is too low. The Wife proposed 350 but that seems excessive. I peg the value to the |

| S/No. | Expense   | Amount (S\$)   |
|-------|---|--|
|       |   | Wife's agreed expenses of 200 for groceries)   |
|       | (b) Meals outside / Take away (agreed)                          | 200  |
|       | (c) Treats (agreed)   | 50   |
| 2     | Clothing, shoes, uniforms, spectacles                           | 75<br>(The Wife's proposal of 150 is excessive)  |
| 3     | PruLifetime Income Policy No XXXXX226                           | 337.95<br>(the Husband says this should be 0 because it is not a matrimonial asset, but the insurance policies commenced on 29 April 2016, well before the parties' separation)  |
| 4     | Medical (exceeds coverage by Defendant's DBS employee benefits) | 0<br>(the Wife's valuation of 30 is unsupported. Her counsel said during the hearing that this was for normal medical expenses only. The son's medical bills would be adequately covered by the DBS employee benefits) |
| 5     | Dental (agreed)   | 15   |
| 6     | School textbooks, stationery, books, year-end school expenses   | 60<br>(The Wife's valuation of 105 is too high because school textbooks and books are not bought monthly. The Husband's  |

| S/No. | Expense  | Amount (S\$)   |
|-------|--|--|
|       |  | submission of 45 may be a bit low)   |
| 7     | Pocket money (agreed)                                    | 250  |
| 8     | School fees (agreed)                                     | 25   |
| 9     | Tuition fees   |  |
|       | (a) Chinese tuition (agreed)                             | 390  |
|       | (b) Mathematics at A-Prime Learning Centre (agreed)      | 200  |
| 10    | Enrichment fees  |  |
|       | (a) Drums (agreed)                                       | 238  |
|       | (b) Camp (agreed)  | 25   |
|       | (c) Ad hoc classes (amortised per month)                 | 0<br>(I reject the Wife's proposal of 86 because this appears to be a luxury)                  |
| 11    | Recreational activities, entertainment, hobbies, outings | 100<br>(The Wife's valuation of 200 is too high, and the Husband's valuation of 50 is too low) |
| 12    | Public transport (agreed)                                | 50   |
| 13    | Rental (one third each)                                  | 1667<br>(as evinced in WhatsApp messages between the Wife and her property agent)              |

| S/No.                                | Expense  | Amount (S\$)  |
|--------------------------------------|--|---|
| 14                                   | Internet (one third each)<br>(agreed)  | 23  |
| 15                                   | Utilities (one third each)   | 80<br><br>(The Husband valued this at 50,<br>and the Wife valued this at 150.<br>In my view, 80 is more<br>appropriate and in line with<br>Husband's valuation for utilities<br>for the Wife) |
| 16                                   | General household expenses<br>(eg, small repairs etc) (one third<br>each) (agreed) | 25  |
|                                      | Total  | S\$4010.95  |
| <b>Expenses for younger daughter</b> |  |   |
| 1                                    | Food   |   |
|                                      | (a) Groceries  | 200<br><br>(the Husband proposed 100 but<br>that is too low. The Wife<br>proposed 350 but that seems<br>excessive. I peg the value to the<br>Wife's agreed expenses of 200<br>for groceries)  |
|                                      | (b) Meals outside / Take away<br>(agreed)  | 200   |
|                                      | (c) Treats (agreed)  | 50  |
| 2                                    | Clothing, shoes, uniforms,<br>spectacles   | 75  |

| S/No. | Expense  | Amount (S\$)  |
|-------|--|---|
|       |  | (The Wife's valuation of 150 is too high)   |
| 3     | PruLifetime Income Policy No XXXXX217                                    | 341.42<br>(the Husband says this should be 0 because it is not a matrimonial asset, but the insurance policies commenced on 29 April 2016, well before the parties' separation) |
| 4     | Medical (exceeds coverage by Defendant's DBS employee benefits) (agreed) | 0   |
| 5     | Dental (agreed)  | 15  |
| 6     | School textbooks, stationery, books, year-end school expenses            | 60<br>(The Wife's submission of 70 is too high because school textbooks and books are not bought monthly. The Husband's submission of 40 may be a bit low)                      |
| 7     | Pocket money (agreed)  | 100   |
| 8     | School fees (agreed)   | 12.50   |
| 9     | Tuition fees   |   |
|       | (a) Chinese tuition (agreed)   | 380   |
|       | (b) Mathematics at A-Prime Learning Centre (agreed)                      | 330   |
|       | (c) English Ninja  | 200   |



| S/No. | Expense  | Amount (S\$)  |
|-------|--|---|
|       |  | (the Husband proposed 0 but was prepared to reconsider upon confirmation and evaluation. He has not done so. I adjust the wife's proposal to a more reasonable figure)        |
|       | (d) Ad hoc classes (amortised per month)                 | 0<br>(the Wife proposed 57.50 which I reject because this appears to be a luxury)   |
| 10    | Enrichment fees  |   |
|       | (a) Guitar (agreed)                                      | 258   |
|       | (b) Fencing (agreed)                                     | 180   |
|       | (c) Art class  | 170<br>(the Husband proposed 0 but was prepared to reconsider upon confirmation and evaluation. He has not done so. I adjust the Wife's proposal to a more reasonable figure) |
|       | (d) Ad hoc classes (amortised per month)                 | 0<br>(same reason as in S/No. 9(d)).  |
| 11    | Recreational activities, entertainment, hobbies, outings | 100<br>(Husband's proposal of 50 is too low, Wife's proposal of 190 is too high)  |
| 12    | Rental (one third each)                                  | 1666  |

| S/No. | Expense  | Amount (S\$)   |
|-------|--|--|
|       |  | (as evinced in WhatsApp messages between the Wife and her property agent)  |
| 13    | Internet (one third each) (agreed)   | 23   |
| 14    | Utilities (one third each)   | 80<br>(The Husband submitted 50, and the Wife submitted 150. In my view, 80 is more reasonable and in line with the Husband's proposal for utilities for the Wife) |
| 15    | General household expenses (eg, small repairs etc) (one third each) (agreed) | 25   |
|       | Total  | S\$4,465.92  |

32 From this table, the monthly expenses for the Children amount to S\$8,475.87. Apart from the expenses in the above table, I must also account for the monthly expenses arising from the insurance policies held by the Husband for the benefit of the Children. The quantum of these expenses amount to  $S\$170.06 + S\$135.03 + S\$28.52 + S\$89.83 + S\$28.38 + S\$53.47 = S\$505.29$ . In my view, they should remain in the Husband's name because he is also a joint beneficiary of some of the policies and has been paying despite having no access to Children. The expenses should be split 40:60 as between the Wife and Husband respectively (as explained below), so I will deduct 40% of these insurance expenses, *ie*, S\$202.12, from the figure which the Husband will have to pay the Wife every month.

33 As for the monthly maintenance for the Children, the Wife says that the Husband should bear 100% of the Children's maintenance from January 2020 (the date he stopped paying maintenance) until one-and-a-half years after her graduation (July 2024), *ie*, for 55 months, and this sum be backdated and paid in a lump sum. In addition, the Husband should bear 75% of all reasonable maintenance for the Children from August 2024 onwards until they reach 21 years old, or complete their tertiary education, whichever is later. The Husband proposes to bear 60% of the Children's maintenance and the Wife the rest. He objects to paying 100% of the Children's maintenance from January 2020 to August 2024, and asks the court to let the Wife bear 40% of the Children's maintenance for the period to be decided by the court.

34 In my judgment, the Wife should contribute to the Children's maintenance from January 2020 to August 2024. She is not entitled to rely on the Husband's purported promise to support her and the Children while she pursued her postgraduate degree. The Wife stopped working at the end of May 2019, as she was unhappy at her job and wished to pursue further academic achievements. The Husband was supportive at the beginning of 2019 but changed his mind around the time she resigned. This heightened the tensions between the parties, eventually leading the Wife to leave the matrimonial home with the Children on 5 September 2019. Given this background, it was clear by 5 September 2019 (or even earlier) that the Husband was no longer supportive of the Wife's postgraduate plans. The Wife's postgraduate course was slated to begin in October 2019, but was delayed until April 2020 due to the COVID-19 pandemic. Despite the Husband's change in position, the Wife still enrolled in the postgraduate course. She cannot now rely on a withdrawn expression of support and have the Husband pay 100% of the Children's maintenance.

35 The Wife also alleges that the Husband was responsible for her inability to seek employment in the banking and finance industry, as he spread negative and false rumours about her. However, the Wife provided no evidence in support. I thus do not place much weight on her allegations.

36 In the circumstances, I am of the view that the Children's maintenance must be split based on the parties' earning potential, which, based on their last drawn salary, is around a 60:40 split as between the Husband and the Wife. After deducting the S\$202.12 mentioned above, the Husband contributions on this front amount to \$4,884 per month. I thus order that the Husband pay a lump sum maintenance of S\$268,620 to the Wife for the period of January 2020 to July 2024 (55 months). The Husband will continue paying \$4,884 per month for the Children until they are 21 years old. I make no orders as to the parties' contributions to university fees.

### **Maintenance for the Wife**

37 Both parties agree that the Wife shall not receive maintenance from August 2024 onwards, save for the domestic helper's salary and levy. The dispute centres on how much maintenance the Wife should receive from January 2020 to July 2024.

38 I first deal with the Wife's expenses:

| <b>S/No.</b> | <b>Expense</b>                         | <b>Amount (S\$)</b> |
|--------------|--|---------------------|
| 1            | Food                                   |                     |
|              | (a) Groceries (agreed)                 | 200                 |
|              | (b) Meals outside / Take away (agreed) | 50                  |
|              | (c) Treats (agreed)                    | 0                   |

| <b>S/No.</b> | <b>Expense</b>  | <b>Amount (S\$)</b>   |
|--------------|---|---|
| 2            | Clothing, shoes, uniforms, spectacles (agreed)  | 58  |
| 3            | Insurance (amortised over 12 months)  |   |
|              | (a) PruExtra (Premier) (agreed)   | 83  |
|              | (b) PruLink Assurance / PruSave (agreed)  | 219.40  |
|              | (c) PruSave (agreed)  | 99.56   |
|              | (d) PruActive Term (agreed)   | 233   |
| 4            | Medical   | 35<br><br>(The Wife sought 80 but that is excessive since most people do not fall ill regularly.) |
| 5            | Dental (agreed)   | 20  |
| 6            | Recreational activities, entertainment, hobbies, outings (agreed)                           | 60  |
| 7            | Pocket money (agreed)   | 250   |
| 8            | Gifts (agreed)  | 100   |
| 9            | Monthly repayment for hire purchase agreement of car (SMV6497R, bought on 16 November 2020) | 0<br><br>(The Wife claims 728, but the Husband should not be paying for the Wife's new asset)     |
| 10           | Petrol for car  | 0<br><br>(not reasonable for the Husband to pay, for  |

| S/No. | Expense  | Amount (S\$)  |
|-------|--|---|
|       |  | the same reason given in S/N 9)   |
| 11    | Parking for car  | 0<br>(not reasonable for the Husband to pay, for the same reason given in S/N 9)  |
| 12    | Rental (one third each)  | 1667<br>(as evinced in WhatsApp messages between the Wife and her property agent) |
| 13    | Internet (one third each) (agreed)   | 23  |
| 14    | Utilities (one third each)   | 80<br>(the Wife submitted 120, but that seems excessive)                          |
| 15    | General household expenses (eg, small repairs <i>etc</i> ) (one third each) (agreed) | 50  |
|       | Total  | S\$3,227.96   |

39 The total sum is to be split 40:60 between the Wife and Husband respectively. The Husband is to pay \$1936.78 per month to the Wife, which amounts to a total of S\$106,522.90 for the period of January 2020 to July 2024. From August 2024 onwards, the Husband shall pay 60% of the helper's salary and levy, which amounts to S\$630 x 60% = S\$378 monthly. This sum need not

be added to the payments for the period of January 2020 to July 2024 as the Husband has already been paying the helper's salary and levy.

### **Conclusion**

40 I order that the parties sell the residential apartments in Australia. 60% of the value of these properties shall go to the Wife, and 40% to the Husband. The Wife is entitled to S\$2,117,827 and the Husband to S\$1,411,884.67 of the remaining matrimonial assets. As the Husband must pay a lump sum of S\$375,142.90 (S\$268,620 + S\$106,522.90) to the Wife, I adjust the parties' entitlement to the matrimonial assets such that the Wife is entitled to S\$2,492,969.90 and the Husband to S\$1,036,741.77. The Husband shall continue paying S\$4,884 to the Wife every month for the Children's expenses. When a child turns 21 years' old, the Husband may stop providing expenses for that child. The Husband shall continue paying S\$378 to the Wife for her helper's salary and levy. The parties are to open a trust account for each child. The Husband shall deposit S\$15,002.52, or the current balance of POSBkids account no XXXXXX379 (whichever is higher), into the trust account for the son. The Husband shall also deposit S\$11,546.66, or the current balance of POSBkids account no XXXXXX695 (whichever is higher), into the trust account for the daughter.

41 The parties are to bear their own costs.

- Sgd -  
Choo Han Teck  
Judge of the High Court

Raphael Louis (Ray Louis Law Corporation) for the plaintiff;  
Jayamani Jose Charles (Jose Charles & Co.) for the defendant.