IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 11

District Court Appeal No 80 of 2024

Between

XDJ

… *Appellant*

And

XDK

… *Respondent*

GROUNDS OF DECISION

[Family Law — Matrimonial assets — Gift]

[Family Law — Matrimonial assets — Division]

[Family Law — Maintenance — Wife]

Version No 1: 07 Feb 2025 (14:10 hrs)

TABLE OF CONTENTS

Version No 1: 07 Feb 2025 (14:10 hrs)

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.

XDJ
v
XDK

[2025] SGHCF 11

General Division of the High Court (Family Division) — District Court Appeal No 80 of 2024
Kwek Mean Luck J
6 February 2025

7 February 2025

Kwek Mean Luck J:

Introduction

1 This was an appeal by the appellant Wife, against the decision of the District Judge ("DJ") on the division of matrimonial assets and award of spousal maintenance in FC/D 5839/2022.

2 The parties were married on 29 March 2009 and Interim Judgment ("IJ") was granted on 9 May 2023.

Issues on Appeal

3 The Wife raised the following six issues in the appeal:

Matrimonial Assets

(a) The $110,000 which the DJ found to be dissipated by the Wife and the rental of $10,000 paid by the Wife to her mother, should not be added back to the matrimonial asset pool.

(b) Sums totalling around $74,665.77, which the Husband had dissipated, should be added back into the matrimonial asset pool.

(c) The Husband's DBS Cashline loan ("DBS Loan") should not be construed as a matrimonial liability.

(d) The Wife should be accorded a higher ratio for her indirect contributions to the matrimonial assets, as opposed to the 40% which the DJ awarded her.

(e) An adverse inference should be drawn against the Husband for his lack of candour in declaring his assets.

Spousal maintenance

(f) The Wife should be awarded a higher spousal maintenance figure of $3,800, instead of the $450 awarded by the DJ.

4 At the end of the appeal, I rejected the bulk of the Wife's submissions but allowed the appeal in part. A sum of $15,696.77 which the Husband had transferred to his girlfriend was put back into the matrimonial asset pool. It was treated as part of his direct financial contribution. The Wife's liabilities amounting to $212.74, which were omitted from the DJ's assessment, were deducted from the matrimonial assets pool. I also revised the spousal

Version No 1: 07 Feb 2025 (14:10 hrs)

maintenance award upwards to $650. I set out below, my reasons for the decision.

Dissipation of $110,000 and rental of $10,000

5 The first issue was whether the sums of $110,000 which the DJ found to be dissipated by the Wife and the rental of $10,000 which the Wife paid to her mother, should be added back to the pool of matrimonial assets.

6 With respect to the $110,000, the Wife contended that this was held for her mother, and she was only returning them to her.

7 The sum of $110,000 was first given by the mother to the Wife. On the Wife's evidence, $100,000 was transferred to her on or about 1 December 2020. Another $10,000 was transferred to her on or about 22 December 2022.[1]

8 The DJ rejected the Wife's contention, finding that other than the Wife's bare assertion, no other evidence was provided in support.

9 At the appeal, the Wife relied on a WhatsApp ("WA") chat between her mother and her as supporting evidence.[2] This chat is dated around 21 March 2024, after the divorce proceedings had commenced. It is not a contemporaneous exchange and carries little weight. As was held by the Court of Appeal in *OCBC Capital Investment Asia Ltd v Wong Hua Choon* [2012] 4 SLR 1206 at [41]:

> … a contemporaneous written record of the evidence is obviously more reliable than a witness's oral testimony given well after the fact, recollecting what has transpired. Such evidence may be coloured by

---

1 ROA Vol. II at pp 1484–85 and 1524–1525.

2 ROA Vol. III(B) at pp 2621–2623.

Version No 1: 07 Feb 2025 (14:10 hrs)

> the onset of subsequent events and the very factual dispute between the parties.

10 The above dicta was made in the context of whether a binding contract exists between the parties in dispute. It applies with similar force to the issue here, of whether there was an agreement for the Wife to hold the $110,000 on behalf of her mother.

11 In any event, there is nothing in the WA chat itself that supported the Wife's contention that she held the monies for her mother. On the face of the evidence, it appeared that the monies were a gift from the mother to the Wife.

12 Section 112(10) of the Women's Charter 1961 (2020 Rev Ed) provides that a matrimonial asset does not include an asset that "has been acquired by one party at any time by gift" and "has not been substantially improved during the marriage by the other party or by both parties to the marriage."

13 The Wife submitted that as the sum of $110,000 was placed in her sole named DBS savings account, the Husband has not improved on the sum.

14 The Husband made two submissions in response.

15 First, the Husband submitted that this sum was intended to be a gift to both parties. However, the Husband had no evidence that suggested that this sum was intended to be a gift to both parties.

16 Second, the Husband submitted that the Wife had not discharged her burden of proving that the sum of $110,000 that she returned to the mother, was a non-matrimonial asset. The Husband relied on the Court of Appeal's decision in *CLC v CLB* [2023] 1 SLR 1260 ("*CLC*") at [69]–[77]. In *CLC*, the court held that the test is whether the true nature of the gift remains intact and a party

Version No 1: 07 Feb 2025 (14:10 hrs)

claiming that an asset has been acquired by gift must adduce suffice evidence to show linkage between a current asset and the gift:

> 69 … it was held by this court in *Lee Yong Chuan Edwin v Tan Soan Lian* [2000] 3 SLR(R) 867 ("*Lee Edwin*") that the test is whether the "true nature of a gift remains intact"
>
> 72 … a party claiming that an asset has been acquired by gift or inheritance must adduce sufficient evidence to show linkage between a currently owned asset and an asset acquired by gift or inheritance.

17 As the Wife was claiming that the sum of $110,000 was acquired by gift, the onus was on her to adduce sufficient evidence to show linkage between a currently owned asset and the gift. The Wife did not adduce any such evidence.

18 On the other hand, there was evidence of substantial withdrawals from the Wife's account. For example, from January 2021 to August 2022, the Wife transferred $76,611.60 out from her DBS savings account to her securities account. The Wife did not produce evidence of what was done with the monies following such a transfer.

19 In *CLC* at [72], the court cited *MacLean v MacLean* [2019] NSJ No 554 ("*MacLean*") at [23]. In *Maclean*, there were times when the funds in the account fell below the amount of the inheritance moneys. Various withdrawals were also made over the years without specific accounting as to what had been done with them. The court observed that it was therefore impossible to assume that the disbursements from the account were done with matrimonial funds only, leaving the inheritance moneys intact.

20 The facts here were similar to that in *McLean*. The balance in the account before the gift of $110,000 was at $35,632.83. However, for the period between September 2021 to June 2022, the account did not exceed $110,000. It was below the amount of the gift. Absent any specific accounting, as was the case

Version No 1: 07 Feb 2025 (14:10 hrs)

here, it could not be assumed that disbursements from the account were done with matrimonial funds only, leaving the gift moneys intact.

21 The evidential burden of showing the linkage between the gift (i.e. the $110,000 transferred from mother to the Wife) and the currently owned asset, was on the Wife. In *CLC* at [67], the court observed that it:

> may not be realistic for the non-donee spouse to be expected to, for example, "pinpoint" a portion of money in an account that could fall within the definition of a matrimonial asset. Such evidence may simply not be available to the other spouse, particularly if the bank account in question is only in the name of the donee spouse.

22 The court in CLC, also at [67], went on to stress that:

> … as the onus is on the donee spouse to adduce sufficient evidence to prove that any particular asset is traceable to an asset acquired by gift or inheritance, it seems to us that in the absence of such evidence, it would quite naturally follow that the latter can no longer be traced.

23 The principles in *CLC* were applied to the facts. In the absence of any evidence that the sum of $110,000 transferred by the Wife to her mother in August 2022 was traceable to the $110,000 received by the Wife in December 2020, it could not be said that this sum was a non-matrimonial asset.

24 I turn next to the rental monies of $10,000 paid by the Wife to her mother. The Wife submitted that this sum should be excluded as this was paid by her to her mother as rental for staying in her mother's flat. She relied on the fact that the Husband paid $2,000 a month for rental for the months of October, November and December 2022 before moving out of her mother's flat. Given that rental payments had already been made for three months, the Husband should not be surprised by the Wife's mother continuing to charge rent to the Wife.

Version No 1: 07 Feb 2025 (14:10 hrs)

25 The DJ found that the rental paid by the Husband was for him staying on in the Wife's mother's flat. After he left, there did not appear to be any demands for rent made by the mother on the Wife. Furthermore, the mother had been happy to provide the Wife with rent free accommodation since 2015. In addition, the Wife did not make any transfers in 2023 prior to 6 April 2023, when she transferred $8,000 to her mother. In the circumstances, the DJ found that the Wife's transfer of $8,000 in April 2023 was an afterthought and that the total sum of $10,000 transferred was not a genuine expense.

26 On appeal, the Wife submitted that out of goodwill, the Wife's mother had allowed her to make payment at her own timing.

27 In *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 ("*TNL*"), the Court of Appeal held at [53] 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.

28 I found that the Wife had not shown that the DJ erred in respect of this factual finding. By the Wife's account, her mother only insisted on payment of the rent after the relationship soured between the parties.[3] This suggested that the rent was targeted solely at the Husband. Furthermore, in the Wife's Statement of Particulars at paragraph 1(e),[4] it states that "[the Wife] would also face heat from her parents that she was letting the Defendant to *live off her and her parents*" [emphasis added]. This also suggested that her parents were

---

3 Appellant's Case at [29].

4 Also cited in the Appellant's Case at [30].

Version No 1: 07 Feb 2025 (14:10 hrs)

aggrieved that the Husband was living off them, and not that their daughter was living off them.

29 There was no evidence that the mother demanded rent from her daughter after the Husband moved out. There was no payment for the first few months of 2023. There was also no evidence that the Wife continued to pay rent after IJ was made. The Wife's submission that the late payment was due to her mother's goodwill was a bare assertion, unsupported by any evidence. On the whole, I found that the evidence supported the DJ's factual finding.

Assets allegedly dissipated by the Husband

30 The second issue was whether various sums which the Wife alleged were dissipated by the Husband, should be added back to the matrimonial pool. These consist of:

(a) Sums in the amount of $15,696.77, transferred by the Husband to his girlfriend in the few months prior to IJ and during the period when divorce proceedings had already commenced;

(b) Sum of $1,969 for a second iPhone purchased by the Husband;

(c) Sums of $15,000 for excessive rental and $12,000 for travel expenses; and

(d) Sum of $30,000 being the estimated value of furniture, appliances and items taken by the Husband from the Wife's mother's flat.

Version No 1: 07 Feb 2025 (14:10 hrs)

Transfers to Husband's girlfriend

31 The transfers totalling $15,696.77 were all made by the Husband to the name of the Husband's girlfriend. The Husband submitted that over a period of nine months from 31 August 2022 to 9 May 2023, this sum averages out to $1,744.09 per month. He relied on *TNL*, where the Court of Appeal held at [24] that only "substantial sums" expended by one spouse will be added back to the matrimonial pool. He submitted that this sum is not substantial.

32 The dicta in *TNL* at [24] that the Husband relied on states:

> What constitutes a substantial sum is, of course, a question of fact and we do not propose to lay down a hard and fast rule in this regard, except to emphasise that it is not intended to include daily, run-of-the-mill expenses.

33 Such expenses are clearly not "daily, run-of-the-mill expenses". I also did not consider a sum of $15,696.77 to be an insubstantial sum.

34 At the appeal, the Husband submitted that the monies were transferred to his girlfriend to pay for his expenses when he went to Thailand. However, there is no evidence to substantiate this.

35 I therefore added the sum of $15,696.77 back to the matrimonial pool.

36 The Husband submitted that in such an event, this sum should be regarded as his direct financial contribution to the matrimonial pool. As the overall evidence was that the Husband was the main income producer and there was no suggestion that this sum came from the Wife, I regarded the sum of $15,696.77 as the Husband's direct financial contribution. This was also the position of the Wife.

Version No 1: 07 Feb 2025 (14:10 hrs)

iPhone purchase

37 The Wife also submitted that the sum of $1,969 for a second iPhone purchased by the Husband, should be added back to the matrimonial pool. The Husband had purchased two identical iPhones on 9 December 2022 for the total sum of $3,938 ($1,969 each).

38 I noted that the sum expended on the iPhone as of IJ, is only $820.45.[5] The Wife had accepted that the expense of one iPhone is acceptable.[6] The sum that has been paid as of IJ, is less than the cost of one iPhone. I was therefore of the view that the expense of the second iPhone should not be added back to the matrimonial pool.

Rental and travel expenses

39 I turn next to the sums of $15,000 for "excessive" rental and $12,000 for travel expenses incurred by the Husband over a period of six months. The Wife submitted that the Husband's rental of a condominium unit at $4,500 per month for himself was excessive, considering that the rental for her mother's HDB flat was $2,000 per month. The Husband also unilaterally spent $2,000 per month on travel expenses.

40 The Husband's explanation for the rental quantum of $4,500 was that he was forced to leave the HDB flat in late 2022 by the Wife and did not have much time to source for a reasonably priced unit. The Covid pandemic also contributed to the market conditions. He thus grabbed a condominium unit in the location he was familiar with.

---

5 Respondent's Case at [47].

6 Appellant's Case at [43].

Version No 1: 07 Feb 2025 (14:10 hrs)

41 As for the travel expenses of $12,000, the Husband submitted that the Wife has provided no documentary evidence to show how she arrived at this figure. He had stated this amount in his affidavit of assets and means only as an estimate[7]. This included travel expenses incurred for business travel, which was reimbursable by his company. Since there was no evidence from the Wife of such expenditure of $12,000, the amount should not be added back to the matrimonial pool.

42 I noted that the submissions of the Wife on the "excessive" rental of $15,000 and the travel expenses of $12,000 were not raised by her during the Ancillary Matters ("AM") hearing before the DJ or in her written submissions for the AM hearing. She produced no evidence in the court below or at the appeal, to show that $2,000 would have been a reasonable rental amount during the material period, when the Husband had to source *elsewhere* after leaving the Wife's mother's flat.

43 Under s 105 of the Evidence Act 1893 (2020 Rev Ed), the person alleging a point of fact has the burden of proving to the court on its existence. The Wife had not shown that the rental amount spent by the Husband was excessive. Neither did she have any evidence that the Husband did spend $12,000 in travel expenses. I therefore rejected the Wife's submissions on these items.

Items taken from flat

44 The fourth item under this issue, relates to the sum of $30,000 being the estimated value of furniture, appliances and items taken from the Wife's mother's flat. The Husband had explained that the items were purchased more

---

7 Respondent's Case at [51]; ROA Vol. I at p 95.

Version No 1: 07 Feb 2025 (14:10 hrs)

than 10 years ago using monies from their joint bank accounts, which were predominantly contributed by the Husband.[8] As they were purchased many years ago, he does not believe the items to be of significant value. The Wife did not provide any evidence in support of her valuation of the alleged assets.

45 I found that the Wife's submission was not substantiated. The Husband's evidence that these items were purchased years ago was not disputed. The value of such items would naturally have declined. The Wife provided no evidence as to the current valuation of the items, and if they indeed amount to the $30,000 she submitted. I therefore rejected the Wife's submission on this item.

Husband's DBS Loan

46 The third issue is whether the Husband's DBS Loan of $48,016.19 should have been categorised by the DJ as a matrimonial liability. The Wife submitted that the DJ erred in doing so.

47 The Wife submitted that at the time that the DBS Loan was taken out by the Husband in April 2023, there were still sizeable sums available for the Husband's use in his bank accounts. As at 31 January 2023, there was still a total sum of $38,151.50 in the couple's OCBC joint accounts. Their Citibank joint account had the sum of $13,331.41 as of 31 January 2023. There was no necessity for the Husband to take out this loan two months before IJ was granted. The Wife contended that the loan was fuelled by the Husband's excessive living and indulgence of his girlfriend.

48 The DJ accepted the Husband had incurred debts as a result of the Wife's medical expenses. The Husband had submitted in the court below that that he

---

[8] ROA Vol. II at pp 19–20.

Version No 1: 07 Feb 2025 (14:10 hrs)

was forced to take out these loans as the Wife had charged her medical expenses to his credit card. The agreement was for claimed insurance proceeds to be reimbursed by the Wife to their joint account, but the Wife did not do so. The Husband highlighted that the Wife has not provided any evidence to suggest that the DJ was wrong in this regard.

49 The Husband also pointed to evidence showing that he only had access to $903.56 in his DBS bank account and $11,777.88 in the parties' joint accounts, as of 31 March 2023. He was continuing to pay for the expenses of his Wife, child and himself, through his credit cards.

50 I noted that the evidence supports the DJ's finding that the Husband had incurred debts as a result of the Wife's medical expenses. She last deposited her medical reimbursements into their OCBC joint account on 12 August 2022,[9] but continued to charge significant medical expenses to the supplementary cards that her Husband provided.[10] The Wife stated in discovery that she received about $78,518.37 in medical reimbursement between July 2022 to March 2023 which was deposited into her own account. In addition, the Wife also continued to charge substantial amounts, of around $17,006.67, to a supplementary card from around 15 February 2023 to 14 March 2023, which payment the Husband was responsible for.[11] As of around the end of March 2023, the Husband had $903.56 in his DBS account and $11,777.88 in the parties' joint account. These evidential points were not disputed by the Wife.

---

9 ROA Vol. I p 439.

10 ROA Vol. I p 351–406.

11 ROA Vol. I p 287.

Version No 1: 07 Feb 2025 (14:10 hrs)

51 Taking into account the overall evidence, I found that the Wife has not shown that the DJ erred in categorising the DBS Loan of $48,016.19 as a matrimonial liability.

Omission of Wife's liability

52 The Husband pointed out that the DJ may have inadvertently omitted to including the Wife's liabilities amounting to $212.74 and that this amount should be deducted from the matrimonial assets pool. The Wife agreed.

Direct Financial Contributions

53 Following from the above, the sum of $15,696.77 was added back to the matrimonial asset pool as part of the Husband's direct financial contribution and $212.74 of the Wife's liabilities deducted from the pool.

54 The Husband's assets would hence be increased to $232,161.02 while the Wife's assets adjusted to $489,659.26. The total matrimonial asset pool was $721,820.28. The Husband's ratio of direct financial contribution was 32.2 while that of the Wife was 67.8. I am grateful to counsels for their assistance during the hearing to confirm the above. They are set out in table form below:

	Husband	**Wife**	**Total Assets**
Assets	$232,161.02	$489,659.26	$721,820.28
Percentage	32.2	67.8	

Indirect contribution

55 The DJ had applied a ratio of 60:40 in favour of the Husband for indirect contributions. The Wife submitted that it should be at least 70:30 in her favour.

Version No 1: 07 Feb 2025 (14:10 hrs)

56 The DJ found that the Husband contributed more in terms of indirect financial contributions. The Wife stopped working shortly after marriage in 2009. It was not disputed that shortly after the marriage in 2009, the Wife stopped working. She stayed at home and started giving tuition on an *ad hoc* basis and started several businesses. In 2015, the parties sold their matrimonial property and thereafter lived off their savings until such time when the Husband was able to draw a salary from his business. The Wife did not counter the Husband's contentions that her bank statements from February 2016 to January/February 2023 did not show her making withdrawals for family expenses. It was not disputed that the family survived primarily on the sales proceed monies which came from the sale of a property largely contributed to by the Husband. It was also not disputed that from July 2022 to March 2023, the Wife had been charging her medical bills to the Husband's credit card and had not returned the monies to the Husband notwithstanding the reimbursement she had received.

57 At the appeal, the Wife did not point to any evidence to suggest that the DJ was wrong in the above assessment.

58 In addition, while the Wife made some indirect financial contributions, the DJ also considered other factors relating the parties' indirect financial contributions, which the Wife did not dispute as inaccurate.

59 The Wife did claim that the restructuring of the outstanding mortgage in respect of the Hume Property was an obligation that she had borne.[12] She cited the Husband's affidavit in support.[13] However, in the affidavit, the Husband had

---

12 Appellant's Case at [74].

13 ROA Vol. II at p 2873.

Version No 1: 07 Feb 2025 (14:10 hrs)

clarified that while the mortgage was restructured, he still bore the burden of the monthly loan instalments. This is in line with DJ's finding, that the family had survived primarily on the sales proceed monies of a property which was largely contributed by the Husband.

60 In respect of indirect non-financial contributions, the DJ found that both parties made indirect contributions towards the child albeit in different forms. While the parties had a domestic helper during parts of the marriage, both contributed as well, although the Husband appeared to be the party who had been managing the domestic helper. The DJ took into account that as the Wife had been suffering from illness and herself was in dire need of care and attention, it was likely that she could not have been the sole primary caregiver of the child and that the load was shared between the parties.

61 The Wife disagreed with the DJ taking into account her suffering from illness in discounting the extent of her childcare contributions. While her weakened state of health adversely affected her ability to hold full-time employment, this did not in any way lessen her resolve to care for her child. Amongst other factors, the Wife also highlighted her role in procuring accommodation for the family at various points of the family life, her sacrifices in not working, and the time she dedicated to the household and the child.

62 In *TNL*, the court held at [53] that:

> a broad-brush approach means that there will be a range within which we must accept the trial judge's determination to be defensible. In order to warrant appellate intervention, the trial judge's decision must be shown to be clearly inequitable or wrong in principle.

63 While I agreed that the Wife's illness would not have lessened her resolve to care for her child, that did not mean that the DJ was wrong in finding

Version No 1: 07 Feb 2025 (14:10 hrs)

that the Wife would not have been the sole primary care giver of the child, given her illness. Taking into account the evidence as a whole, neither could it be said that the DJ was wrong in finding that both parties shared the childcare load.

64 On the whole, it could not be said that the DJ erred in finding that the Husband contributed more in terms of indirect financial contributions.

65 I therefore found no basis for changing the ratio applied by the DJ for the parties' indirect contributions.

Adverse Inference

66 The Wife also submitted that an adverse inference should be drawn against the Husband for concealing the true value of his business ("X"), as he had arbitrarily declared the value of the business to be $0. The Wife submitted that this is unbelievable, given that X could as recently as 2022, make a net profit of $46,901.94. From its Notice of Assessment for YA2023, X had made a taxable income of $29,773 for the year of 2023.

67 The Husband submitted that he had provided financial documents about X. The Wife could have sought discovery for more documents, but she did not. He had also invited her to conduct her own valuation if she disagreed, but she chose not to. He had also explained his rationale for his valuation of X at $0. While the company did earn a net profit of $46,901.94 in 2022, the income (excluding operating expenses) earned by it for the year of 2023 was only $29,773. For 2023, he only received a salary for five out of the 12 months and for 2024, he had yet to receive any salary from the company. As at 4 June 2024, X still owed him $92,660 in unpaid salary and a further $7,581 in unpaid CPF contributions. As at 30 April 2024, the balance monies remaining in X's bank account was $9,169.40.

Version No 1: 07 Feb 2025 (14:10 hrs)

68 I noted that the Wife had initially called for an adverse inference in the court below, but this was ultimately withdrawn in the course of the ancillary matters hearing.[14] The Wife provided no reason as to why she should now be allowed to raise this on appeal. In any event, and more fundamentally, I noted that the financial documents relating to X were disclosed by the Husband. The Wife could have sought discovery of further documents if she thought that he was hiding any document, but she did not. Contrary to her submissions, this was not a case of concealment. There was hence no basis for drawing an adverse inference. Furthermore, while the Wife disagreed with the Husband's valuation, she did not provide any counter to the financial explanations given by the Husband for his valuation.

Spousal Maintenance

69 Finally, the Wife also appealed against the award of spousal maintenance of $450 per month to her and contended that she requires $3,800 per month.

70 In terms of expenses, the Wife submitted that she pays monthly rental to her mother of $2,000. Her monthly insurance premiums are $565.43 per month instead of the $333 attributed by the DJ, a difference of $232.43. Hence her monthly expenses should be regarded as $4262.43 (i.e., the DJ's finding of $2030 + $2000 rental + $232.43).

71 In respect of her income, the DJ found that the Wife was able to earn about $1,080 per month. The Wife submitted that such income was purely derived from dividends from shares and that they are by no means guaranteed or stable and that she has liquidated some assets. The DJ's view that the Wife

---

[14] ROA Vol. I at p 41.

Version No 1: 07 Feb 2025 (14:10 hrs)

could give tuition to make additional income, glosses over the fact that the Wife had ceased giving tuition since 2016.

72 The Husband submitted that his monthly income is around $4,000. He only drew $13,000 a month from X to pay for his outstanding liabilities. He has an outstanding credit card debt with American Express in the sum of $19,841.24 (as at 14 April 2024) and the outstanding loan owed to DBS is $86,055.76 (as at 10 April 2024). He also has to pay for the child's expenses at $1,345 per month, as assessed by the DJ.

73 As set out above, I found no evidential basis for the Wife's claim that she has to pay monthly rental of $2,000 to her mother. The Husband accepted that the Wife's monthly insurance premiums should be $565.43 instead of the $333 attributed by the DJ. Thus, the Wife's monthly expenses was assessed as $2,262.43 instead of $2030.

74 I was not inclined to disturb the DJ's finding regarding the Wife's income capacity. While her stoppage of tuition teaching for eight years would have left her out of touch with school curricula, there was no suggestion that she is unable to catch up with developments and apply her skills and experience as a tutor to obtain additional supplementary income from tuition. While the Wife claimed that she has liquidated some assets that previously provided dividend income, there was no evidence of what has been liquidated, the extent of liquidation and what the liquidated assets have been deployed to.

75 On the other hand, there was evidence that the Husband has not been paid by his only source of income by X, to a backlog of $92,660 in cash and

Version No 1: 07 Feb 2025 (14:10 hrs)

$7,581 in unpaid CPF.[15] He had about $100,000 in debt as of April 2024.[16] He is also paying the bulk of the child's maintenance, at $1,476 per month, with the Wife paying $130 per month.

76 Taking into account that the Wife's monthly expenses should be regarded as $2,262.43 instead of $2030 (in reflection of her insurance premiums), as well as the other factors relating to the Husband and the Wife's income and expenses, I adjusted the spousal maintenance awarded to the Wife upward, from $450 to $650 per month. This is effective from the date of the DJ's decision on spousal maintenance, i.e. 22 July 2024.

Conclusion

77 For the reasons above, I dismissed the bulk of the Wife's appeal, but allow the appeal in part. The sum of $15,696.77 which the Husband had transferred to his girlfriend, was put back into the matrimonial asset pool. It was treated as part of his direct financial contribution. The Wife's liabilities amounting to $212.74 were deducted from the matrimonial assets pool. The parties' share of direct financial contributions and their respective assets in the matrimonial asset pool were revised accordingly. The Wife's share of the assets was hence 53.9% of $721,820.28, i.e. $389.061.131. The spousal maintenance awarded to the Wife was adjusted upwards, from $450 to $650 per month.

78 As the Husband had substantially succeeded in defending the appeal, I awarded costs to the Husband. In arriving at the quantum, I took into account that the appeal was not entirely nugatory for the Wife, the work done by parties, and the effective use of court time by counsel for the Wife, which reduced the

---

15 Respondent's Case at [88].

16 ROA Vol. II at pp 2912 & 3040.

Version No 1: 07 Feb 2025 (14:10 hrs)

duration needed for the hearing. The Husband was awarded costs at $9,000 inclusive of disbursements.

Kwek Mean Luck
Judge of the High Court

Mohamed Baiross and Andrew Wong Wei Kiat (I.R.B Law LLP) for the Appellant;
Chettiar Kamalarajan Malaiyandi and Navin Kangatharan (Rajan Chettiar LLC) for the Respondent.

Version No 1: 07 Feb 2025 (14:10 hrs)