IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 8

District Court Appeal No 3 of 2024

Between

WTU

… *Appellant*

And

WTV

… *Respondent*

JUDGMENT

[Family Law — Matrimonial assets — Division]
[Family Law — Maintenance — Child]
[Family Law — Maintenance — Wife]
[Civil Procedure — Costs — Costs in matrimonial proceedings]

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WTU
v
WTV

[2025] SGHCF 8

General Division of the High Court (Family Division) — District Court Appeal No 3 of 2024
Teh Hwee Hwee J
26 September, 17 October 2024

27 January 2025 Judgment reserved.

Teh Hwee Hwee J:

Introduction

1 The parties were married on 6 September 2003.[1] The Husband is 48 years old and works as the managing director of a family-owned business belonging to his parents.[2] The Wife is 50 years old and works as an assistant director at a supermarket chain store.[3] They have three children, a daughter aged 19 years old ("C1") and twin sons aged 17 years old ("C2" and "C3" respectively, and collectively, the "Children"). The Wife commenced divorce proceedings on 3 September 2021, and an interim judgment ("IJ") was granted

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1 Joint Summary dated 17 October 2024 at p 2.

2 Joint Summary dated 17 October 2024 at pp 2 and 4.

3 Joint Summary dated 17 October 2024 at pp 2 and 3.

by consent on 6 April 2022, dissolving the marriage of 18 years and seven months.[4]

2 The judgment of the learned District Judge ("DJ") who heard the ancillary matters was delivered on 18 December 2023.[5] Before me is the Wife's appeal in HCF/DCA 3/2024. The Wife appeals against the DJ's orders on the division of matrimonial assets, spousal maintenance, maintenance for the Children and costs.

Issues for determination

3 The issues for determination are as follows:

(a) whether the DJ had erred in including the Wife's joint bank account with her late father in the pool of matrimonial assets;

(b) whether the DJ had erred in including the Wife's joint bank accounts with the Children in the pool of matrimonial assets;

(c) whether the DJ had erred in assessing the value of the Husband's publicly traded shares at $29,901.59;

(d) whether the DJ had erred in his assessment of the parties' direct contributions in the ratio of 54.85 : 45.15 in favour of the Husband;

(e) whether the DJ had erred in his assessment of the parties' indirect contributions in the ratio of 60 : 40 in favour of the Wife;

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4 Joint Summary dated 17 October 2024 at p 3.

5 Decision (With grounds) delivered by the DJ on 18 December 2023 ("GD") at [2].

(f) whether the DJ had erred in ordering the Wife to receive 63.66% of the net sale proceeds of their jointly owned property, and the parties to keep all other assets held in their own name;

(g) whether the DJ had erred in assessing the Children's reasonable expenses to be $1,625 each;

(h) whether the Wife should bear 41.5% of the Children's expenses (excluding educational expenses) and 100% of the insurance premiums for the Children's policies held in her name;

(i) whether the DJ had erred in declining to order backdated maintenance for the Children;

(j) whether the DJ had erred in declining to order maintenance for the Wife; and

(k) whether the DJ had erred in ordering the Wife to pay $2,500 to the Husband for legal costs.

Whether the DJ had erred in including the Wife's joint bank account with her late father in the pool of matrimonial assets

Decision below

4 The Wife had held a bank account bearing the number [ABC-DEFGH-6] (the "relevant bank account") jointly with her late father. When the Wife's father passed away in October 2019, she became the sole account holder. In this regard, the parties agreed that this account should be valued at $140,000.[6] The DJ found that "it was quite possible that monies from [the Wife] could … have

6 GD at [66]–[67].

been transferred into the account while [the Wife's father] was alive",[7] and included the moneys in that bank account in the pool of matrimonial assets for division.

Parties' cases on appeal

5 The Wife argues that the $140,000 was an inheritance from her late father, as evinced by the fact that he bequeathed his entire estate to her in his will.[8] She contends that the DJ was wrong to include that sum in the pool of matrimonial assets for division as he had no evidence to verify the possibility that the Wife's moneys were transferred into the joint bank account.[9] The Wife also contends that the Husband has not provided any evidence of him or the parties having substantially improved this asset inherited by the Wife during the marriage.[10]

6 In response, the Husband submits that aside from the Wife's bare assertion that the $140,000 constitutes an inheritance that should not form part of the pool of matrimonial assets, she has not provided any other argument or evidence to justify its exclusion.[11] The Husband argues that the Wife could have supported her claim by exhibiting bank statements for the account, but she did not do so.[12] The Husband further submits that there is evidence that the Wife had taken care of her late father financially, and that it is the Wife's own

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7 GD at [67].

8 Appellant's Case dated 28 June 2024 ("AC DCA 3") at para 24(1).

9 AC DCA 3 at para 24(6).

10 AC DCA 3 at para 24(7).

11 Respondent's Case dated 29 July 2024 ("RC DCA 3") at para 28.

12 RC DCA 3 at para 30.

submission that she had transferred moneys into the joint account while her late father was alive.[13]

Analysis and decision

7 In *USB v USA and another appeal* [2020] 2 SLR 588 at [30]–[32], the Court of Appeal observed that on occasion, evidential difficulties may arise in proving the exact value of the portion of an asset that is acquired during the marriage. The court held that this evidential difficulty can be dealt with as a matter of the burden of proof. When a marriage is dissolved, all the parties' assets will generally be treated as matrimonial assets unless a party is able to prove that any particular asset was either not acquired during the marriage or was acquired through gift or inheritance, and is therefore not a matrimonial asset. The court observed that the party who asserts that an asset is not a matrimonial asset bears the burden of proving this on a balance of probabilities. On the other hand, where an asset is *prima facie* not a matrimonial asset, the burden lies on the party asserting that it is a matrimonial asset to show how it was transformed.

8 The Wife relies on the fact that the relevant bank account was previously held jointly with her late father,[14] but did not even adduce any evidence of the quantum of moneys in that bank account when her father passed away on 18 October 2019. There is therefore nothing to suggest what part (if any) of the balance in that account may have been inherited, let alone substantiate her assertion that the entire balance in that account was inherited. Given these circumstances, the mere fact that the account was previously jointly held by the

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13 RC DCA 3 at para 32.

14 Record of Appeal ("ROA") Vol 2A at p 65; Plaintiff's 1st Affidavit of Assets and Means dated 27 May 2022 at p 11.

Wife with her late father is not *prima facie* evidence that the balance of $140,000 in that account was acquired by the Wife through an inheritance.

9 The Wife bears the burden of proving that the $140,000 in the relevant bank account is not a matrimonial asset. The Wife did not provide any evidence to show either the source of the moneys in that account or that she did not contribute to those moneys, or any bank statements which might provide information on the timing, and the origin or destination, of fund transfers into or out of that account. Such material may have gone some way to showing how the Wife and her late father treated the moneys in the relevant bank account, and consequently whether the $140,000 in that account consists of or includes funds acquired in the course of the marriage that were deposited into that account, whether before or after the passing of the Wife's father. The Wife's reliance on the fact that she is the sole beneficiary of her late father's will also does not assist her, as the will does not contain a list of assets owned by her father. Accordingly, I dismiss the Wife's appeal against the DJ's decision to include the $140,000 in the pool of matrimonial assets for division.

Whether the DJ had erred in including the Wife's joint bank accounts with the Children in the pool of matrimonial assets

Decision below

10 The DJ also included the Wife's joint bank accounts with each of the Children in the pool of matrimonial assets for division.[15] The Wife appeals against the DJ's decision in this regard.

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15 GD at [70]–[71].

Parties' cases on appeal

11 As regards her joint bank accounts with each of the Children, the Wife submits that the joint bank accounts, which collectively contain around $13,150.78, should be excluded from the pool of matrimonial assets.[16] According to the Wife, she was required to open the joint accounts for the Children's benefit, to deposit moneys from red packets gifted to them during festive occasions and their birthdays, and the moneys in the joint bank accounts therefore did not come from her.[17]

12 In response to the Wife's submissions on her joint bank accounts with each of the Children, the Husband submits that the Wife has not produced any evidence to support her claim. The Wife has not exhibited any bank statements of these accounts that would show that there were deposits of moneys from red packets which were allegedly given to the Children.[18] The Husband further points to the vastly different amounts of money in the Children's accounts, with C1's bank account holding $1,356.72, C2's bank account holding $4,789.53 and C3's bank account holding $7,004.53.[19] The Husband argues that if the Children's accounts contained solely red packet moneys from their birthdays and festive occasions, it is unlikely that C1, despite being the oldest child, would have the smallest account balance. It is also unlikely that C2 and C3, despite being twin boys, would not have similar or even identical account balances.[20]

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16 AC DCA 3 at para 25.

17 AC DCA 3 at para 27.

18 RC DCA 3 at paras 30 and 36–37.

19 RC DCA 3 at para 40.

20 RC DCA 3 at para 41.

Analysis and decision

13 In *WXA v WXB* [2024] SGHCF 22, the court held that the fact that moneys were set aside for the children's use does not make it any less of a matrimonial asset as defined in s 112(10)(*b*) of the Women's Charter 1961 (2020 Rev Ed) ("Women's Charter"). These are sums which would be liable for division unless the parties have expressly agreed to not consider these sums as matrimonial assets (at [33]).

14 I am unpersuaded by the Wife's submissions that the DJ had erred in including her joint bank accounts with the Children in the pool of matrimonial assets for division. Even if she had opened the joint accounts with the Children for their benefit, she still retains control over the moneys, which can be used by her for the Children's benefit or for other purposes. In the absence of any express agreement between the parties to the contrary, I find that the moneys in the joint accounts are matrimonial assets subject to division. Accordingly, I dismiss the Wife's appeal against the DJ's decision to include her joint bank accounts with the Children in the pool of matrimonial assets for division.

Whether the DJ had erred in assessing the value of the Husband's publicly traded shares

Decision below

15 The DJ adopted the value of the Husband's publicly traded shares as at 30 December 2022 at $29,901.59.[21] He did not accept the Wife's submission that an adverse inference should be made against the Husband on the basis that the Husband's portfolio was as high as $308,147.71 at one point in time and

[21] GD at [51]–[52].

was about $200,000 in July 2020.[22] The DJ considered the evidence and found that the value of the Husband's shareholding had dwindled considerably and concluded that the Husband had not dissipated his shareholdings but had fallen victim to the vagaries of the stock market.[23] Consequently, the DJ declined to draw an adverse inference against the Husband, taking the view that it would be unfair to attribute the losses to the Husband or order a return of the losses to the pool of matrimonial assets, given the finding that there had been no dissipation of matrimonial assets.[24]

Parties' cases on appeal

16 The Wife contends that the DJ's reasons are erroneous because the DJ valued the other matrimonial assets for division as at September 2021, which was when the divorce proceedings commenced.[25] Therefore, the Wife submits that the DJ was wrong to have valued the Husband's publicly traded shares at $29,901.59 as at 30 December 2022, just because the Husband had suffered a considerable loss in his stocks and shares trading.[26] The Wife submits that to be consistent in his approach to the valuation of the parties' stocks and shares, the DJ should have valued the Husband's publicly traded shares as at September 2021, at $171,589.23.[27] The Wife also points out that the DJ had included the value of her own stocks, shares and unit trust investments as at 31 December 2021 into the pool of matrimonial assets for division.[28]

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22 GD at [49].

23 GD at [51].

24 GD at [51]–[52].

25 AC DCA 3 at para 22(1).

26 AC DCA 3 at para 22(2).

27 AC DCA 3 at paras 22(3), 22(4) and 22(6).

28 AC DCA 3 at para 22(5).

17 In response, the Husband points to the Wife's own written submissions for the ancillary matters hearing, which valued the Husband's stocks, shares and unit trusts in publicly listed companies at $29,907.59.[29] The Husband argues that in the course of proceedings, the Wife did not advance the submission that the Husband's shares, stocks and investments should be valued as at September 2021. This submission is therefore an attempt to take a second bite of the cherry based on the same facts and evidence.[30]

18 The Husband submits that the valuation of his shares as at December 2022 was the closest to the date of the ancillary matters hearing and should therefore be adopted, instead of the valuation in September 2021.[31] In addition, the Husband contends that the Wife has not provided any cogent reasons for why the valuation date should be September 2021.[32]

Analysis and decision

19 The Wife had herself valued the Husband's publicly traded shares at $29,907.59, both in her ancillary matters fact and position sheet filed on 5 December 2023 and her written submissions dated 5 December 2023.[33] Given that the DJ had effectively endorsed the Wife's position and submissions in

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29 RC DCA 3 at para 17; Plaintiff's Written Submissions for Ancillary Matters dated 5 December 2023 at [91].

30 RC DCA 3 at paras 18–19.

31 RC DCA 3 at para 22.

32 RC DCA 3 at para 24.

33 Plaintiff's Ancillary Matters Fact and Position Sheet filed on 5 December 2023 at (A)(III); Plaintiff's Written Submissions for Ancillary Matters dated 5 December 2023 at [91].

valuing the Husband's publicly traded shares at $29,901.59, I see no basis for her complaint, which appears to be a reaction to her unsuccessful bid to secure an adverse inference against the Husband. Further, a review of the evidence shows that the DJ had valued the Wife's stocks, shares and unit trust investments based on the valuations stated in the Wife's own affidavit, which only provided information accurate as at 31 December 2021.

20 In any event, all assets should generally be valued as close to the date of the ancillary matters hearing as possible (*TDT v TDS and another appeal and another matter* [2016] 4 SLR 145 ("*TDT v TDS*") at [50]), referring to *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 at [39]), although the court retains the discretion to depart from the date of the ancillary matters hearing where this is warranted by the facts. The exceptions are balances in bank accounts and Central Provident Fund ("CPF") accounts, which are to be taken at the time of the interim judgment (*BUX v BUY* [2019] SGHCF 4 ("*BUX v BUY*") at [4]). I note that the valuation of the Husband's publicly traded shares as at 30 December 2022 is closer to the date of the ancillary matters hearing on 12 December 2023 as compared to the Wife's proposed date of valuation of September 2021, and no submissions have been made by the Wife to demonstrate that a departure from the date of the ancillary matters hearing is warranted on the facts of this case. For the foregoing reasons, I see no reason to interfere with the DJ's valuation of the Husband's publicly traded shares.

Whether the DJ had erred in his assessment of the parties' direct contributions

Decision below

21 The DJ assessed the parties' direct contributions ratio to be 54.85 : 45.15 in favour of the Husband.[34] The Wife appeals against this decision.

Parties' cases on appeal

22 The Wife's counsel submits that the DJ erred in applying the ratio of the parties' direct contributions towards the acquisition of the private condominium they jointly owned (the "rental property") to the parties' direct contributions towards the acquisition of all the other matrimonial assets, without giving any reason for making the assumption that the same ratio applied.[35] The Wife's counsel argues that the DJ is wrong to assume that the ratio of the parties' direct contributions towards the acquisition of the rental property is the same as the ratio of their direct contributions towards the acquisition of the other matrimonial assets.[36] Counsel also points out that there is an error in the DJ's quantifications of the parties' respective direct contributions.[37] Further, counsel for the Wife contends that the parties' direct contributions ratio should work out to be 59.33 : 40.67 in favour of the Husband, instead of 54.85 : 45.15 in favour of the Husband.[38]

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34 GD at [72].

35 AC DCA 3 at para 28.

36 AC DCA 3 at para 29.

37 AC DCA 3 at para 30.

38 AC DCA 3 at para 32.

23 In response, the Husband submits that the DJ did not err in calculating the parties' respective contributions. The Husband also submits that the Wife is wrong in concluding that the DJ had applied the direct contributions ratio of the rental property to all the other assets.[39]

Analysis and decision

24 I agree with the Husband that the arguments advanced by the Wife's counsel are erroneous. The DJ had valued the parties' direct contributions to all the matrimonial assets in determining that the ratio of the parties' direct contributions was 54.85 : 45.15 in favour of the Husband. This is evident from the DJ's computations, where he took into account the parties' contributions to all the matrimonial assets, including the rental property, before calculating the final ratio of the parties' direct contributions.[40] By sheer coincidence, the ratio of the parties' direct contributions towards the acquisition of the rental property is the same as the ratio of the parties' direct contributions towards the entire pool of matrimonial assets. An examination of the DJ's calculations reveal that the DJ had applied his mind to assessing the parties' direct contributions across all assets and he did not simply apply the ratio for the parties' direct contributions towards acquiring the rental property to all the other assets. Having reviewed the evidence, I find no reason to disturb the DJ's determination of the parties' direct contributions. I therefore dismiss the Wife's appeal against the decision of the DJ with respect to the assessment of the parties' direct contributions.

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39 RC DCA 3 at paras 45–50.

40 GD at [72].

Whether the DJ had erred in assessing the parties' indirect contributions

Decision below

25 The DJ found the ratio of the parties' indirect contributions to be 60 : 40 in favour of the Wife.[41]

Parties' cases on appeal

26 The Wife submits that a fair and reasonable assessment of her indirect contributions should be at least 75%.[42] She argues that the Husband's evidence supports her position that she bore the brunt of the family's expenses and caregiving of the Children.[43] This was especially so after she filed for divorce in September 2021. She contends that during the marriage, the Husband failed to provide for family expenses and relied on the generosity of his wealthy parents. His full-time involvement in managing his business ventures and stocks and shares trading also meant that he hardly had time to be involved with the family. She asserts that she had to work full time because she could not depend on the Husband to provide for the family, and it was more likely that she bore the lion's share of the family expenses.[44]

27 The Wife further submits that the DJ had erred because he did not give any weight to the Affidavit of C1 filed on 25 September 2023 ("C1's affidavit") in support of the Wife's case, on the basis that it was a statement without much supporting evidence.[45] The Wife contends that C1's evidence corroborates the

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41 GD at [81].

42 AC DCA 3 at para 40.

43 AC DCA 3 at para 36(5).

44 AC DCA 3 at para 37.

45 AC DCA 3 at paras 35(1) and 36(1).

Wife's account that her indirect contributions to the family, and to the parties' acquisition of the matrimonial assets, were much greater than the Husband's contributions. She points out that C1 was already 19 years old when she filed her affidavit, and "could only give evidence of what she knows and recalls of [the Wife's] substantial contributions (both direct and indirect) in taking care of the family".[46]

28 In response, the Husband submits that the DJ's apportionment of the parties' indirect contributions ratio is fair. He argues that the DJ rightly gave little weight to C1's affidavit as it is wholly one-sided and greatly disparages the Husband.[47] The Husband avers that he was a present parent in the lives of the Children, taking a keen interest in their extra-curricular activities and academics.[48] The Husband also highlights that the Wife makes no reference to the domestic helpers (who were hired by either himself or his parents) who helped in caring for the children and doing the household chores.[49]

29 In response to the Wife's submissions that she bore the brunt of the family expenses, the Husband emphasises that he has provided bank statements evincing that he had given the Wife a supplementary credit card for her expenditure and for the Children's expenditure. C1 was also provided with her own supplementary credit card for her spending.[50] The Husband contends that a realistic portrait of the Wife's contributions is that she worked a full-time office job and would have contributed only in the evenings and weekends, with the aid

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46 AC DCA 3 at paras 36(1)–36(4).

47 RC DCA 3 at para 53.

48 RC DCA 3 at para 56.

49 RC DCA 3 at para 58.

50 RC DCA 3 at para 59.

of the Children's grandparents and the family's domestic helpers.[51] He argues that she does not fall within the category of homemakers referred to in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*") at [27(c)], who have "painstakingly raised children to adulthood, especially where such efforts have entailed significant career sacrifices on their part". He argues that she has not compromised on her career and in fact enjoyed the benefits of living in the Husband's parents' home.[52]

Analysis and decision

30 In ascertaining a ratio in respect of the parties' indirect contributions, the court does not engage in a rigid, mechanistic and overly-arithmetical calculation exercise (*UYQ v UYP* [2020] 1 SLR 551 at [3]). Instead, the court applies the broad-brush approach, and apportions the indirect contributions based on its impression and judgment of the relevant facts in each case (*ANJ v ANK* at [24]). It is also well-established that an appellate court will not interfere in the division orders made by the lower court unless it can be shown that the lower court had erred in law or clearly exercised its discretion wrongly, or had taken into account irrelevant considerations or had failed to take into account relevant considerations (*Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [19]). The application of the broad-brush approach also means that there will be a range within which an appellate court must accept the trial judge's determination to be defensible (*TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 at [53]).

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51 RC DCA 3 at para 63.

52 RC DCA 3 at para 67.

31 The DJ found that the Wife's indirect non-financial contributions were more substantial. The Wife was more likely to have been present for the Children as she did not have to work late nights unlike the Husband. However, the DJ also considered that the Wife worked full time for most of the marriage, and the only significant time she took off work was seven months of maternity leave which she utilised to care for C1.[53] The Husband, by virtue of his busier hours, was less likely to have been present for the Children. Nevertheless, this did not mean that the Husband was completely absent and neglectful as the Wife contended. The DJ found that the Husband remained involved in the Children's lives, and that he did try to coach C1 for her PSLE, though admittedly he was too stern with her and could have managed the situation better.[54] Having reviewed the evidence, I find no reason to interfere with the DJ's findings.

32 The Wife's submissions on appeal largely rehash her submissions in the hearing below that the Husband was an absent spouse and parent. She did not identify what the DJ had failed to account for in coming to his decision nor how the DJ had erred in his assessment. The DJ had already considered the Wife's ability to be more present for the Children as compared to the Husband in assessing her indirect contributions at 60%. The indirect non-financial contributions from both parties also have to be considered against the backdrop that the family had been living with the Husband's parents and the parties had received substantial assistance from the Husband's parents (*eg*, in managing the household and ferrying the children) and domestic helpers. In my view, while it is likely that the Wife's contributions were more substantial, she has not adduced any evidence to justify the increase of her portion of indirect

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53 GD at [79].

54 GD at [80].

contributions beyond the 60% determined by the DJ or to the 75% that she seeks on appeal.

33 As for the parties' indirect financial contributions, the DJ determined that the Husband was likely to have borne the greater share of indirect financial contributions for the family's expenses. He reasoned that it was not likely that the Wife had borne the lion's share of the family expenses as she had accumulated a considerable amount of assets over time. The DJ also noted that the Wife accepted that the Husband had paid for C2 and C3's tuition fees from Primary 3 onwards, as well as C1's tertiary education at PSB Academy.[55] Having reviewed the evidence, I once again find no reason to disagree with the DJ's findings. Here again, the indirect financial contributions made by both parties have to be considered against the backdrop of the family living with the Husband's parents, whose support helped mitigate the financial burden on both parties. The Wife did not have evidentiary support for her claim that she bore the brunt of the family's expenses. Further, the Husband's evidence squarely contradicts her allegations that he did not contribute to her maintenance or the family's expenses.[56] Other than the payment for the Children's educational expenses, the Husband has adduced bank statements which demonstrate that he bore the family's expenses,[57] such as those for groceries,[58] meals out in

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55 GD at [79].

56 AC DCA 3 at para 37(5).

57 ROA Vol 2A at p 591; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 265.

58 ROA Vol 2A at p 601; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 275.

restaurants,[59] electronic goods,[60] clothing,[61] and books and academic supplies.[62] The Husband also gifted a car to the Wife for her and the family's use, and has been paying for the hire purchase instalments for the car.

34 C1's affidavit corroborates the Wife's account that she was present for the Children and has a good relationship with the Children. It captures, in stark terms, C1's strong negative perceptions of the Husband's role in her life and within the family dynamic. I am, however, not persuaded that a consideration of C1's evidence would justify an elevation of the Wife's indirect contributions beyond 60%. While the Husband might not have had the best relationship with C1, based on the evidence before the court regarding the parties' relative indirect contributions, the ratio assigned by the DJ in that regard does not fall outside the defensible range. Accordingly, I dismiss the Wife's appeal against the decision of the DJ with respect to the parties' indirect contributions.

Whether the DJ had erred in making the orders relating to the division of the matrimonial assets

Decision below

35 Using the final ratio for the division of the pool of matrimonial assets determined by the DJ at 52.575 : 47.425 in favour of the Wife, the DJ ordered that each party would retain all assets held in their own name, except the sale

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59 ROA Vol 2A at p 601; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 275.

60 ROA Vol 2A at p 602; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 276.

61 ROA Vol 2A at p 591; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 265.

62 ROA Vol 2A at p 590; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 264.

proceeds from the rental property, which was to be determined using the following formula:[63]

(a) Wife: 63.66% of (net sale proceeds + parties' total CPF refunds) minus the Wife's total CPF refund.

(b) Husband: 36.34% of (net sale proceeds + parties' total CPF refunds) minus the Husband's total CPF refund.

Parties' cases on appeal

36 The Wife appeals against this order, arguing that the DJ had erred in uplifting her share of the sale proceeds of the rental property by 18.5%, but not her share of all the other matrimonial assets in the pool for division. She submits that in making the order to apportion the sale proceeds of the rental property between the parties, the DJ had increased her share from 45.15% to 63.66%.[64] She contends that the DJ should have been consistent in his approach by increasing her share of all the other matrimonial assets by 18.5%.[65] The Wife argues that in applying the structured approach in *ANJ v ANK*, the court does not have the discretion to choose to apply the parties' average contributions ratio to any one of the matrimonial assets in the pool for division, but should apply the ratio to all their matrimonial assets in the pool for division.[66] Related to this, the Wife argues that the DJ's conclusion confirms that she had made out a *prima facie* case for an adverse inference to be drawn against the Husband, and therefore the 18.5% uplift that she claims was applied to her share of the sale

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63 GD at [83]–[86].

64 AC DCA 3 at para 42.

65 AC DCA 3 at para 50.

66 AC DCA 3 at para 58.

proceeds of the rental property on account of the adverse inference that was drawn against the Husband should similarly apply to her share of all the other matrimonial assets.[67]

37 The Wife also argues that the DJ was wrong to order that the parties are to retain all other matrimonial assets in their names. She claims that the DJ's decision that the parties retain all the other matrimonial assets for division in their names has shortchanged her of a substantial sum of $847,986.735.[68]

38 In addition, the Wife contends that her share of the net sale proceeds of the rental property of $894,447.305 is not a considerable share of the matrimonial assets as the DJ concluded. She argues that it is not sufficient to purchase a replacement home for herself and the Children in a location convenient to the Children's places of education.[69]

39 In response, the Husband submits that the ratio of 63.66%, which the DJ applied to the proceeds of the rental property, was not meant to be an uplift on the Wife's direct contribution. Rather, such an approach was taken to work backwards in achieving the parties' respective shares.[70] The Wife will still receive her share of the matrimonial assets determined in the ratio of 52.575 : 47.425 in her favour, and that there was no uplift applied by the DJ in the Wife's favour.[71] The Husband also submits that the DJ did not draw any adverse inference against him. Instead, it was the Wife who was unable to demonstrate

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67 AC DCA 3 at paras 48–50.

68 AC DCA 3 at para 69.

69 AC DCA 3 at paras 71–72.

70 RC DCA 3 at para 68.

71 RC DCA 3 at paras 71–72.

where the Husband had fallen short of his disclosure obligations.[72] Further, the Husband avers that he had complied with the court's directions and provided extensive disclosure in his compliance affidavit, as well as credible explanations for the documents that he could not procure.[73]

Analysis and decision

40 The submissions of the Wife's counsel stem from a flawed interpretation of the DJ's decision that bears little relation to the reasoning provided by the DJ. It is evident that the Wife's position is borne out of a misreading and erroneous understanding of the DJ's decision, as well as a failure to comprehend the arithmetic of the DJ's computation.

41 The DJ's application of a ratio of 63.66 : 36.34 in favour of the Wife to the division of the sale proceeds of the rental property was not an uplift to the Wife's direct contributions. I agree with the Husband's submission that the DJ had worked backwards in achieving the correct distribution according to the parties' respective shares. Having ascertained that the Wife was to receive $1,742,434.04 of the matrimonial assets, the DJ considered that the Wife would retain the assets in her sole name, which amount to $895,679.33, thus leaving a sum of $846,754.71 that was to be taken out of the sale proceeds of the rental property. This sum of $846,754.71 constitutes 63.66% of the total value of the proceeds from the sale of the rental property. The practical effect of the DJ's order is that the Wife will receive her 52.575% share of the matrimonial assets. Contrary to the Wife's submissions, the 63.66% share that she will receive from the proceeds of the rental property was not the result of an uplift applied by the

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72 RC DCA 3 at para 77.

73 RC DCA 3 at para 80.

DJ. The DJ also did not draw any adverse inference against the Husband despite the allegations of non-disclosure made by the Wife against the Husband.[74]

42 The submissions of the Wife's counsel that the Wife had been "shortchanged" is also misconceived. The Wife's share of the proceeds from the sale of the rental property, in addition to the assets that the Wife already retained in her sole name, would amount to $1,742,434.04, which is what the DJ had determined the Wife would receive in the final distribution.

43 In relation to the DJ's order that the parties retain the assets in their names, I fail to see how the DJ had erred. Under s 112(3) of the Women's Charter, the court is vested with the power to make orders and give directions "as may be necessary or expedient to give effect to any order made under this section". This gives the court expansive powers to give effect to any order it makes for the division of matrimonial assets. In the present case, the DJ's decision to order the parties to retain their assets is practical, especially given that the Husband is holding shares in private companies, and it may well be difficult to liquidate or transfer such shares. Given that both parties will receive their share of the matrimonial assets in the determined ratio of 52.575 : 47.425 in favour of the Wife, there is no basis to interfere with the DJ's decision. Accordingly, I dismiss the Wife's appeal against the DJ's orders in relation to the division of the matrimonial assets.

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74 GD at [53] and [55].

Whether the DJ had erred in his order for the Children's maintenance

Decision below

44 The DJ considered the income of the parties and found that the Husband's monthly income was $12,150 and the Wife's monthly income was $8,628, such that the ratio of their respective incomes was 58.5 : 41.5.[75] The DJ also accepted the Wife's argument that the Husband's earning capacity should not be taken at face value, given that the Husband was the managing director of his family-owned business, and he had sole discretion to determine his salary. Further, he likely derived some income from his side businesses.[76]

45 The DJ assessed the Children's reasonable expenses to be $1,625 each, excluding their educational expenses and insurance policies premium.[77] He ordered the Husband to pay for 58.5% of the Children's maintenance, which worked out to $950 (rounded down) per child, amounting to a total of $2,850 per month. This Children's maintenance would be paid to the Wife with effect from 31 December 2023.[78] The DJ further ordered the Husband to continue paying for 100% of the Children's educational expenses, up to the completion of their undergraduate degrees.[79] As for the Children's insurance policies, the DJ ordered the Husband and the Wife to continue to make direct payment of the premiums for the insurance policies under their names.[80] The DJ also ordered that the Husband would be at liberty to decide whether to continue paying for

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75 GD at [94].

76 GD at [95].

77 GD at [97].

78 GD at [99].

79 GD at [100].

80 GD at [101] and [105(f)].

the Children's insurance policies under his name or to surrender them.[81] Lastly, the DJ rejected the Wife's request for backdated maintenance for the Children as the Husband had been bearing the costs of the Children's educational expenses, which included their tuition and the tertiary education fees of C1.[82]

46 The Wife appeals against the quantum and apportionment of the Children's maintenance. She also appeals against the DJ's refusal to backdate the Children's maintenance to October 2021.

Quantum and apportionment of maintenance

Parties' cases on appeal

47 The Wife submits that the DJ should have ordered a greater quantum of maintenance for the children.[83] The Wife points to the DJ's assessed quantum of $1,625 per child for their living expenses and argues that it is clearly inadequate for each child. She contends that the DJ had failed to consider the high standard of living enjoyed by the Children, C1's Attention Deficit Hyperactivity Disorder ("ADHD") which requires specialist medical care, the financial needs of the Children which are set to increase significantly, and the Husband's conduct in failing to pay adequate maintenance to the Wife for the family's expenses in a reasonable mode or manner during the marriage.[84]

48 The Wife submits that the DJ had erred in finding that the Children's expenses should be apportioned based on the ratio of the parties' gross monthly

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81 GD at [101].

82 GD at [102].

83 AC DCA 3 at para 86.

84 AC DCA 3 at paras 88–89.

income when the Husband had a far greater income and earning capacity than what was declared.[85] She contends that in view of the Husband's income and earning capacity, the Husband can afford to and should pay:[86]

(a) $4,000 per month per child for the Children's monthly living expenses;

(b) 100% of the Children's educational expenses, including their living and transport expenses if they choose to pursue their tertiary education overseas; and

(c) all the premiums of the insurance policies purchased by the parties for the benefit of the Children held in the parties' names until the Children are gainfully employed and able to pay for the premiums.

In the meantime, the Wife submits that the parties should not terminate or surrender any such insurance policies without the Children's agreement.

49 In response, the Husband submits that the DJ's assessment of the Children's expenses is fair and takes into consideration the real and practical expenses that each child will incur.[87] He argues that one parent's higher income does not extinguish the other parent's responsibility to maintain the Children, and that the Wife's position goes against the starting point that both parents have a duty to maintain their children.[88]

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85 AC DCA 3 at para 91.

86 AC DCA 3 at para 94(5).

87 RC DCA 3 at para 86.

88 RC DCA 3 at paras 97–99.

50 The Husband further argues that while the Wife repeatedly states that the Children's expenses are projected to increase, she has not disclosed evidence to demonstrate what these expenses are and how they would increase.[89] As regards the Wife's contention that the DJ had failed to give sufficient weight to C1's ADHD, the Husband asserts that the Wife has not shown how C1's diagnosis would increase her medical expenses, particularly given that her tabulation of C1's expense did not include any expense for specialist medical care and there is no evidence that C1 requires such care at this stage of her development.[90] The Husband also points out that it was precisely because of the Husband's higher earning capacity that the DJ ordered all education-related expenses to be borne by the Husband and only the living expenses to be borne by the parties in the ratio of 58.5 : 41.5.[91]

Analysis and decision

51 As observed by the court in *WOS v WOT* [2023] SGHCF 36 at [50], a child's reasonable needs are not determined solely by the financial capabilities of the parents, and the focus of the enquiry should be on whether the expense itself is needed for each child. Parties must show how their projected expenditure is reasonable, having regard to all the relevant circumstances, including the child's standard of living and the parents' financial means and resources, bearing in mind the change in circumstances occasioned by the divorce (*WSY v WSX and another appeal* [2024] SGHCF 21 at [103]).

52 It is unclear from the Wife's case how the DJ had erred in assessing the Children's reasonable expenses. The DJ had considered every aspect of the

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89 RC DCA 3 at para 95.

90 RC DCA 3 at para 103.

91 RC DCA 3 at para 99.

Children's expenses and determined a reasonable amount before arriving at a total of $1,625 per child.[92] The Wife asserts that the Children's high standard of living and C1's ADHD necessitate a higher maintenance sum, but did not substantiate her quantification of the Children's monthly living expenses. At the hearing before me, counsel for the Wife conceded that the Wife did not explain why she took the position that the Husband should pay maintenance of $4,000 for each child.[93] I note that the Wife also has not provided evidence that C1 requires treatment for her ADHD and the costs of the specialised medical care that C1 needs, or that the Children's financial needs are set to increase significantly. There is therefore no basis to disturb the DJ's assessment of the appropriate quantum of the Children's maintenance.

53 As regards the apportionment of maintenance, the DJ had already accounted for the Husband's greater income capacity in his apportionment of the Children's maintenance. In addition to paying for 58.5% of the Children's expenses, the Husband will have to bear 100% of the Children's educational expenses, including but not limited to tuition, school fees, schoolbooks and uniforms. According to the Husband's affidavit, this includes $692 per month for C1's school fees and $3,360 per month for C2's and C3's enrichment and tuition classes.[94] The Husband's contribution to the Children's expenses therefore far exceeds the 58.5% that the DJ ordered him to pay in relation to the Children's expenses.

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92 GD at [97].

93 Minute Sheet of Hearing for HFC/DCA 3/2024 on 26 September 2024 at p 3.

94 ROA Vol 2A at p 333; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at para 14.

54 Under s 68 of the Women's Charter, both parents have an equal duty to maintain or contribute to the maintenance of the Children. It is clear that the Wife has the resources to maintain the Children, given her employment, her own assets (*eg,* the HDB flat that she inherited from her late father) and her share from the division of the pool of matrimonial assets. As explained at [41] and [42] above, the Wife was to receive $846,754.71 from the sale of the rental property, in addition to the retention of the matrimonial assets that are held in her sole name, which altogether would amount to $1,742,434.04.

55 As regards the Wife's appeal against the DJ's orders in relation to the Children's insurance policies, I am of the view that those orders must be considered together with the DJ's order for the Husband to bear 100% of the Children's educational expenses. As explained by the DJ, he had ordered the Wife to continue to pay for the Children's insurance policies that were held in her name "[g]iven the Father's considerable contributions to education expenses".[95] The Children's insurance policies in the Wife's names are health and accident policies, which amount to $59.13 a month for all of them, and works out to be less than $20 per child each month. This is a much lower sum than the educational expenses which the Husband was ordered to bear. I therefore find no reason to interfere with the DJ's order in this regard.

56 As regards the Children's insurance policies that are held in the Husband's name, I note that the DJ had included the surrender value of those policies as part of the Husband's share of the matrimonial assets.[96] These include the following policies:

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95 GD at [101].

96 GD at [83].

(a) Manulife Signature Scholar 19 (C1 as beneficiary) valued at $47,691.69;

(b) AIA Singapore Smart Growth 21 (C2 as beneficiary) valued at $33,000; and

(c) AIA Singapore Smart Growth 21 (C3 as beneficiary) valued at $33,000.

57 Given that the surrender values of these policies were calculated as part of the Husband's share of the matrimonial assets, the DJ did not err in his order that the Husband could decide whether to continue paying for the policies, or to realise the value of the insurance plans by surrendering them. I dismiss the Wife's appeal against the DJ's orders in respect of the Children's maintenance.

Backdating of the Children's maintenance

Parties' cases on appeal

58 The Wife submits that the DJ should have backdated the Children's maintenance to October 2021 (a month after she filed for divorce). The Wife contends that the DJ had erred in failing to consider the paramount interests and welfare of the Children after the divorce, and the Husband's past conduct in failing to pay reasonable child maintenance in a reasonable mode or manner during the marriage as required by s 69(4)(*f*) of the Women's Charter.[97]

59 In response, the Husband submits that the Wife has not provided any evidence that he had been derelict in his parental responsibilities to provide for

[97] AC DCA 3 at para 98.

the Children.[98] The Husband points out that the family had been living in his parents' house, and that he had contributed financially to his parents who had been managing the household expenses, while the Wife had not contributed in any way.[99] The Husband argues that he had, therefore, effectively covered the bulk of the Children's living expenses. The Husband also relies on evidence showing that he had paid for the charges incurred on the supplementary card which was used for the Children's expenses.[100]

Analysis and decision

60 In my view, the Wife has not made out her case that the Husband had failed to maintain the Children. Although the Wife is correct that there is no evidence to prove that the Husband had contributed to his parents' expenses for the household, there is evidence before the court that contradicts the Wife's case that the Husband had failed to maintain the Children. In this regard, the Husband has adduced credit card statements showing that he had paid for the charges incurred on the Wife's supplementary card, which was used for the Children's expenses.[101] There is also evidence of the Husband paying for C1's credit card expenses,[102] and bank statements showing a transfer of money from the Husband to C1 on 26 December 2021.[103] Further, the Husband has provided bank statements which show that he had been paying for various expenses of the

98 RC DCA 3 at para 104.

99 RC DCA 3 at para 105.

100 RC DCA 3 at para 106.

101 ROA Vol 2A at p 590; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 264.

102 ROA Vol 2A at p 615; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 289.

103 ROA Vol 2A at p 377; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at p 51.

Children, including their educational expenses.[104] I therefore find no basis to disturb the DJ's decision not to order backdated maintenance for the Children. I dismiss the Wife's appeal against the DJ's decision on this ground.

Whether the DJ had erred in declining to order maintenance for the Wife

Decision below

61 The DJ did not order spousal maintenance because of the Wife's income of about $8,628 per month, and the "considerable share of the matrimonial property" that she would receive.[105]

Parties' cases on appeal

62 The Wife submits that the DJ had misunderstood her position in that she did not seek any lump sum payment for spousal maintenance.[106] Instead, she had sought spousal maintenance of $2,000 per month, contending that the Husband can afford to pay spousal maintenance and the hire purchase instalments for the family car until the car loan is fully settled.[107]

63 The Wife argues that the DJ was wrong to deny her spousal maintenance on the basis that she was earning about $8,648 per month (the correct amount appears to be $8,628 per month)[108] and that she would be receiving a

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104 ROA Vol 2A at pp 369–399; Defendant's 1st Affidavit of Assets and Means dated 3 June 2022 at pp 43–73. See also Defendant's 3rd Affidavit of Assets and Means dated 15 August 2023 at ROA Vol 2B at pp 1093, 1095 and 1235.

105 GD at [103].

106 AC DCA 3 at para 110.

107 AC DCA 3 at para 124.

108 AC DCA 3 at para 112; GD at [94].

considerable share of the matrimonial property.[109] She argues that the DJ should have considered her actual monthly take home pay of $7,494.40 instead, and her monthly personal expenses of $6,036, leaving little aside for savings for emergencies and rainy days. She also submits that the DJ had failed to consider that her personal expenses would certainly increase after the divorce as she has to provide a replacement home for herself and the Children which would also entail paying for the utilities and other expenses.[110]

64 As regards her transport expenses, the Wife submits that these expenses arose from the car purchased by the Husband in her name. She contends that the DJ had failed to consider, as required by s 114(1)(*g*) of the Women's Charter, that she would, as a result of the divorce, lose the chance of acquiring the benefit of the Husband paying for the hire purchase instalments until the loan is fully paid.[111]

65 In response, the Husband highlights that the court's power to order maintenance is supplementary to its power to order a division of matrimonial assets.[112] He argues that the Wife is not a homemaker who has to return to the workforce, but rather a working mother who has attained tremendous career success.[113] The Husband submits that the Wife has not provided any cogent reasons for why she should be awarded maintenance when she is earning a substantial income.[114]

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109 AC DCA 3 at paras 112 and 115.

110 AC DCA 3 at para 116.

111 AC DCA 3 at para 116.

112 RC DCA 3 at para 107.

113 RC DCA 3 at para 109.

114 RC DCA 3 at para 110.

66 In relation to the Wife's submissions that her own expenses would increase after the divorce, the Husband submits that she has not provided any evidence for such a claim. He points out that the Wife has a fully-paid HDB property which she inherited from her late father and which she is free to move into or rent out to earn additional passive income.[115]

67 As for the Wife's submissions on her transport expenses, the Husband highlights that the DJ had found that the Wife's car was an inter-spousal gift which did not form part of the pool of matrimonial assets. He argues that it is unreasonable for the Wife to expect the Husband to continue paying the hire purchase instalments for an item that the DJ had found to be a gift.[116]

Analysis and decision

68 Section 114(1) of the Women's Charter sets out a non-exhaustive list of factors to be considered when ordering maintenance after the dissolution of the marriage, with the overarching principle embodied in s 114(2) being that of financial preservation. This requires the wife to be maintained at a standard which is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage (*ATE v ATD and another appeal* [2016] SGCA 2 at [31]). It bears highlighting that the power to order maintenance in favour of a former spouse is supplementary to the power to order division of matrimonial assets, and that the court may take into account each party's share of the matrimonial assets when assessing the appropriate quantum of maintenance to be ordered (*WRX v WRY and another matter* [2024] 1 SLR 851 at [57], citing *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 at [26]).

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115 RC DCA 3 at paras 111 and 117.

116 RC DCA 3 at paras 118–119.

69 The Wife is right that the DJ had misunderstood her position in that she had not asked for lump sum spousal maintenance payment (see above at [62]), but this makes no material difference to her appeal. Considering the Wife's employment, the HDB flat that she inherited from her late father and her share of matrimonial assets valued at $1,742,434.04, I am satisfied that the Wife has the resources required for financial preservation.

70 As for the Wife's claim that the Husband should continue to pay the hire purchase instalments for the car that was gifted to her, I find no basis to convert a gift into a continuing financial obligation by compelling the Husband to pay for the remaining hire purchase instalments for the car. The Wife has the wherewithal for financial preservation and the DJ did not err in declining to order spousal maintenance. I dismiss the Wife's appeal against the DJ's decision not to order spousal maintenance.

Whether the DJ had erred in ordering the Wife to pay costs to the Husband

Decision below

71 On 27 December 2023, the DJ ordered the Wife to pay $2,500 to the Husband for legal costs. The Wife appeals against the costs order and contends that the DJ should have awarded her costs instead,[117] or in the alternative, that parties should bear their own costs of the hearing below.[118]

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117 AC DCA 3 at para 135.

118 AC DCA 3 at para 137.

Parties' cases on appeal

72 The Wife submits that the DJ had no reason and did not cite any reason to award $2,500 in costs to the Husband.[119] Relying on the principles set down in *JBB v JBA* [2015] 5 SLR 153 ("*JBB v JBA*"), she contends that the DJ should not have awarded the Husband any costs for the ancillary matters proceedings as the parties consented to have their respective divorce applications granted on an uncontested basis.[120] The Wife argues that at the ancillary matters hearing, the Husband disputed all the ancillary matters and protracted the proceedings and drove up her legal costs. Further, she submits that his lack of full and frank disclosure necessitated her various applications for disclosure and discovery.[121]

73 The Wife further contends that the DJ ought to have considered that it is difficult to determine clearly the successful party in ancillary matters. She submits that in light of this, and considering the Husband's conduct, the DJ should have awarded her the costs of the ancillary matters proceedings instead, even though she did not succeed in all her claims.[122] The Wife also highlights that at the ancillary matters hearing, both parties took the position that they would seek $15,000 in costs if they succeeded in obtaining all the reliefs that they were seeking. However, the DJ awarded costs to the Husband even though both parties did not succeed in all their respective claims.[123]

74 The Husband contends that from the beginning of the ancillary matters proceedings, the Wife had disputed all the ancillary matters. In contrast, the

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119 AC DCA 3 at para 134.

120 AC DCA 3 at para 132(1).

121 AC DCA 3 at para 132(2).

122 AC DCA 3 at para 135.

123 AC DCA 3 at para 136.

Husband was largely in agreement with the issues pertaining to maintenance for the Children. The Husband also submits that the court's ultimate decision on the ancillary matters was much closer to his submissions as compared to the Wife's submissions.

75 The Husband further submits that it was the Wife's own conduct which prolonged proceedings. She did not exchange realistic offers with the Husband, sought three rounds of discoveries and interrogatories, and eventually took out a summons application for discovery and interrogatories. Additionally, she continues to make allegations of incomplete disclosure by the Husband but could not show in any way how the Husband had fallen short.[124]

Analysis and decision

76 Contrary to the Wife's submission that the DJ had no reason and did not cite any reason to award $2,500 in costs to the Husband, the DJ had provided the reasons for his costs award in a notice issued by the court to the parties dated 27 December 2023. The DJ had explained that costs should follow the event, and that he had considered that:[125]

(a) the final orders made were closer to what the Husband had asked for in his written submissions;

(b) he rejected the Wife's arguments on various matters, *viz*, spousal maintenance, an uplift of her portion of the matrimonial assets and an

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124 RC DCA 3 at paras 136 and 140–141.

125 RC DCA 3 at para 123; Correspondence from Court dated 27 December 2023 issued in FC/D 4195/2021.

order for the Husband to return assets back to the pool of matrimonial assets; and

(c) the bulk of work on the matter was spent compiling thousands of pages of documents for the Wife's requests for disclosure of the Husband's assets, yet the DJ eventually did not agree with her position.

77 In my judgment, the Wife's submissions have no merit and there is no basis to disturb the DJ's decision on costs. Under the Family Justice Rules 2014 as in force immediately before 15 October 2024 ("FJR 2014"), which apply to this case by virtue of Part 1 r 2(3)(*a*) and (*d*) of the Family Justice (General) Rules 2024, the Family Justice Courts have the "full power" to determine the issue of costs, subject to the "express provisions of any written law and of [the FJR 2014]" (see r 851(2) of the FJR 2014). In this regard, r 852(2) of the FJR 2014 states that the court shall order the costs to "follow the event" except where the court considers that "in the circumstances of the case some other order should be made as to the whole or any part of the costs". I also note that P 22 r 3(2) of the Family Justice (General) Rules 2024 similarly states that the court must order the costs of any proceedings "in favour of a successful party" except where it appears to the court that "in the circumstances of the case some other order should be made as to the whole or any part of the costs".

78 For completeness, I mention the provision in paragraph 7H(1) of the Family Justice Courts Practice Directions 2015, which states that in exercising its judge-led powers under the FJR 2014, the court will have regard to the aims of Therapeutic Justice ("TJ") and the Family Justice Courts Therapeutic Justice Model issued under the Family Justice Courts Registrar's Circular No. 2 of 2024. Paragraph 7H(2) further states that in exercising its discretion to make costs orders in respect of a party's conduct, the court is to have regard to:

(a) the applicable provisions of the FJR 2014;

(b) all the circumstances of the case, including the conduct of the parties before and after the commencement of court proceedings; and

(c) whether the party has conducted himself/herself in line with the aims of TJ.

A similar direction is found in paragraph 90H(1) and (2) of the Family Justice Courts Practice Directions 2024.

79 Counsel for the Wife cited *JBB v JBA* and referenced various paragraphs from the judgment without providing any analysis of how the costs principles enunciated there would apply to the facts of this case in support of the Wife's arguments. The court in that case held that the guiding principle that costs should follow the event would apply in matrimonial proceedings but is more easily departed from in that context (at [27]). Explaining the rationale for this, the court in *JBB v JBA* highlighted the importance of context in the award of costs. Given that the only way to obtain a divorce in Singapore is by obtaining a judgment from the court, court proceedings are necessary, even if they are uncontested proceedings. As such, court proceedings for divorce cannot be considered "unmeritorious litigation" in the same way that commercial litigation might be (at [30]). Further, the principle that costs should follow the event presupposes that there is a "winner" and a "loser" in litigation, which may not always be applicable in the context of matrimonial proceedings, where both parties may be equally entitled to file for the divorce (at [29]).

80 The court further observed that applying the guiding principle that costs should follow the event, the "event" would be the divorce order and the party who obtains the divorce judgment may therefore generally be awarded the costs.

The court may, however, deviate from this principle where appropriate, for example, in cases where the judgment was obtained based on a "neutral" fact such as "living apart" or upon compromise by the parties to proceed on an uncontested basis, or "where the court is of the view that an order of costs would aggravate the acrimony between the parties and it is important in the circumstances to reduce the risk of increasing hostility" (at [32]).

81 The court in *JBB v JBA* also highlighted that the party who has obtained the divorce order and costs for the divorce proceedings should not automatically expect that he or she would also be awarded costs for ancillary matters (*JBB v JBA* at [21], citing *Chen Siew Hwee v Low Kee Guan* [2006] 4 SLR(R) 605 at [16] and *Sujatha v Prabhakaran Nair* [1988] 1 SLR(R) 631 at [14]). The hearing of ancillary matters may be considered to be discrete from the divorce proceedings. With regards to the determination of such matters, the court observed that it may be difficult to determine clearly the successful party in ancillary matters. For example, in the determination of the division of assets, it is hard to say which party has won if both parties had sought 70% of the assets but an order of equal division was eventually ordered by the court. It is therefore "the conduct of the parties in the proceedings which will have greater relevance in the court's exercise of discretion in determining costs" (at [33]).

82 For an appeal against a decision on ancillary matters, it may be easier to ascertain a "winner" and a "loser" at the end of the appellate process, given that the ancillary matters have already been adjudicated by the court below. However, the costs award is still dependent on the circumstances of the case. It bears re-iterating that the power to award costs is fundamentally and essentially one that is discretionary. The overriding concern of the court is to exercise its discretion to achieve the fairest allocation of costs, and the court is not confined to considering the particular outcome of the litigation (*JBB v JBA* at [5], citing

Aurol Anthony Sabastian v Sembcorp Marine Ltd [2013] 2 SLR 246 at [103]–[104]). The court will have regard to all the circumstances of the case, and the conduct of the parties, including whether such conduct is aligned with the aims of TJ, remains relevant in the court's exercise of its discretion in awarding costs.

83 The observation of the court in *JBB v JBA* (at [27]), that "the guiding principle that costs should follow the event is more easily departed from in the context of matrimonial proceedings", must be read in conjunction with the other pertinent points in that judgment. Parties must explain why the guiding rule that costs follow the event should not apply to the facts of their particular case, and draw the court's attention to the factors that will justify a departure from that rule. The Wife did not do so. It does not suffice to simply state that the court should depart from the guiding principle in the context of matrimonial proceedings, without stating the relevant considerations for doing so (see also rr 856–857 of the FJR 2014).

84 In the present case, the DJ's decision on costs pertains only to the ancillary matters hearing. The costs that he had ordered do not relate to the court proceedings to obtain the divorce order. I note that when asked to make submissions on costs by the DJ, neither the Wife nor the Husband relied on the point that an order of costs would aggravate the acrimony between the parties and that no order of costs should be awarded to reduce the risk of increasing hostility. The DJ decided that costs should follow the event, based on his assessment that his orders for the ancillary matters in dispute were closer to the Husband's position and his observation that the Wife was unsuccessful on several issues she had advanced. I do not see how the DJ's decision is flawed. The Wife had failed in seeking spousal maintenance and in pressing for an adverse inference to be drawn against the Husband. Pertinently, as the DJ had pointed out, substantial work was done to compile voluminous documents

pursuant to the Wife's various requests for disclosure that yielded no meaningful result. In the circumstances, there is no basis to find that the DJ had erred. It is fair that the Wife bear some costs, and in this regard, the DJ had only ordered her to bear a fraction of the $15,000 that the parties submitted they should be awarded if they succeeded in obtaining all the reliefs that they were seeking. The DJ's order was not unreasonable. Further, since the Wife has not succeeded on any grounds of her appeal, there is no reason to disturb the costs order made by the DJ. I dismiss the Wife's appeal against the DJ's decision on costs.

Conclusion and orders made

85 For the above reasons, I dismiss the appeal in its entirety.

86 I will hear parties on costs if costs are not agreed.

Teh Hwee Hwee
Judge of the High Court

Liew Tuck Yin David (David Liew Law Practice) for the appellant;
Tan Seng Chew Richard and Cynthiya C Charles Christy
(Tan Chin Hoe & Co) for the respondent.