IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGHCF 37

Divorce (Transferred) No 2347 of 2023

Between

WWG

… *Plaintiff*

And

WWH

… *Defendant*

JUDGMENT

[Family Law — Matrimonial Assets — Division]
[Family Law — Custody]
[Family Law — Maintenance — Child]
[Family Law — Maintenance — Wife]

TABLE OF CONTENTS

INTRODUCTION **1**

DIVISION OF MATRIMONIAL ASSETS **2**

ASCERTAINING THE POOL OF MATRIMONIAL ASSETS AND VALUATION DATES 2

Agreed Assets *2*

Disputed Assets *4*

(1) HDB Flat 4

(A) Whether the HDB Flat is a matrimonial asset *4*

(B) Value of HDB Flat *10*

(2) [C] Property 11

(A) Whether [C] Property is part of the matrimonial pool *12*

(B) Value of [C] Property *15*

(3) [D] Property 16

(4) [E] Pte Ltd and [F] Properties 18

(A) Whether [E] Pte Ltd is a matrimonial asset *19*

(B) Valuation of [E] Pte Ltd and [F] Properties *19*

(5) [M] Property Sale Proceeds 21

(6) Value of the Wife's CPF and [R] Investment Account 21

(7) Value of the Car 22

(8) Wife's liabilities 23

(A) Inter-spousal loan of $40,000 ..... *25*

(B) Loans to third parties amounting to $293,757.61 ..... *29*

(C) Credit card liabilities *31*

(9) Husband's credit card liabilities 32

(10) Husband's liabilities to family members 42

Adverse inferences *43*

Version No 1: 19 Nov 2026 (15:49 hrs)

(1) Wife's case for an adverse inference 43
(2) Husband's case for an adverse inference 47
Pool of Matrimonial Assets *53*
APPROACH FOR DIVIDING THE MATRIMONIAL ASSETS 54
Applicable Law *56*
Decision *57*
DIRECT CONTRIBUTIONS 60
[M] Property *61*
HDB Flat *62*
[C] Property *64*
[F] Properties *67*
The Car *69*
Summary *70*
Ratio of direct contributions *70*
INDIRECT CONTRIBUTIONS 72
OVERALL RATIO FOR DISTRIBUTION OF MATRIMONIAL ASSETS 79
CUSTODY AND ACCESS OF THE CHILDREN 79
CUSTODY OF THE CHILDREN 79
ACCESS 84
ARRANGEMENTS WHEN CHILDREN ARE OVERSEAS 85
MAINTENANCE FOR THE CHILDREN 86
MAINTENANCE FOR SPOUSE 89
CONCLUSION 94

Version No 1: 19 Nov 2026 (15:49 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.

WWG
v
WWH

[2026] SGHCF 37

General Division of the High Court (Family Division) — Divorce (Transferred) No 2347 of 2023
Kwek Mean Luck J
19, 20 August, 20 October 2026

19 November 2026 Judgment reserved.

Kwek Mean Luck J:

Introduction

1 The plaintiff wife ("Wife") and the defendant husband ("Husband") were married on 22 May 2011.[1] The Wife commenced divorce proceedings on 19 May 2023.[2] Interim judgment ("IJ") was granted on 1 February 2024. The marriage lasted about 12 years and 8 months.[3] The parties have three children, aged 17, 14 and 11 (referred to as "C1", "C2" and "C3" respectively).[4] The IJ records that by consent, the Wife has sole care and control of all three children,

---

1 Joint Summary filed on 26 June 2026 ("JS") at p 1.

2 Plaintiff's Affidavit of Assets and Means dated 7 July 2024 ("PAOM1") at [1].

3 JS at p 1.

4 JS at p 4.

with supervised access for the Husband at Divorce Support Specialist Agency ("DSSA").[5]

2 In the Ancillary Matters ("AM") hearing before me, the following issues arise for my determination:

(a) the division of matrimonial assets;

(b) custody and access of the children;

(c) maintenance for the children; and

(d) spousal maintenance.

Division of Matrimonial Assets

Ascertaining the pool of Matrimonial Assets and valuation dates

3 I will deal first with the ascertainment of the pool of matrimonial assets and their values. It is not disputed that the date for ascertaining the pool is the date of IJ, that is, 1 February 2024.[6] Parties also agree that the date of valuation should be: (a) the date of the IJ or nearest proven date, for balances of the bank and Central Provident Fund ("CPF") accounts; (b) the date of the actual sale, for sold assets; and (c) the date nearest the AM hearing, for other assets.[7]

Agreed Assets

4 I first address the agreed assets. Parties agree on the inclusion of the following assets in the matrimonial pool and their values.

---

5 PAOM1 at Tab 1, p 140.

6 JS at p 6.

7 JS at p 6.

Version No 1: 19 Nov 2026 (15:49 hrs)

Joint Assets		
S/N	**Item**	**Value**
1.	UOB joint account	$0.08[8]
Assets in Husband's name		
2.	Husband's CPF and bank accounts	$245,131.00[9]
3.	Husband's CPF Investment Scheme ("CPFIS") / securities	$3,448.20[10]
Assets in Wife's Name		
4.	Wife's local bank accounts	$59,319.84[11]
	Total of Undisputed Assets	$307,899.12

5 Before the hearing, the Wife took issue with the Husband's CPF and bank accounts as well as the Husband's CPFIS/securities.[12] At the AM hearing, the Wife's counsel stated that the Wife was no longer pursuing this issue.[13] With respect to the balance of the Wife's bank accounts, while the Husband contends that the Wife has other sources of funds that may not have been disclosed, he accepts that there is "[a]t least S$59,319.84" in the Wife's bank accounts.[14]

---

8 JS at p 6.

9 JS at p 10.

10 JS at p 11.

11 JS at p 23.

12 Joint Table of Disputed Issues filed on 18 August 2026 ("JT") at p 10 (S/N 13).

13 Notes of Evidence of hearing on 20 August 2026 ("NE 20 August 2026") at p 4 lines 4–12.

14 JS at p 23.

Version No 1: 19 Nov 2026 (15:49 hrs)

Disputed Assets

6 I turn now to address the disputed assets.

(1) HDB Flat

7 The Housing and Development Board flat ("HDB Flat") is an asset under the Wife's sole name.[15] The Husband purchased the HDB Flat, prior to his marriage with the Wife, as a matrimonial flat for his first marriage.[16] In or around November 2011, the Husband added the Wife as a joint owner of the property without any consideration from her.[17] Sometime in May 2016, the Husband effected the transfer of the entire property to be in the Wife's sole name.[18]

(A) WHETHER THE HDB FLAT IS A MATRIMONIAL ASSET

8 The Wife's position is that the HDB Flat is not a matrimonial asset and should be excluded. She argues that the Husband had voluntarily divested himself of his interest in the HDB Flat, as he had gifted her 50% of the HDB Flat in 2011 for no consideration and sold his remaining 50% share to her in 2016.[19] Further, she argues that the Husband did not treat the HDB Flat as a matrimonial asset to be preserved for the family and permitted her to assume sole ownership, management, obligations and risks associated with the HDB Flat.[20]

---

15 JS at p 15.

16 Defendant's Affidavit of Assets and Means dated 11 June 2024 ("DAOM1") at [51].

17 PAOM1 at [104]; DAOM1 at [53].

18 Joint Table of Direct Financial Contributions dated 1 and 2 October 2026 ("JTDFC") at p 3.

19 Plaintiff's Written Submissions dated 9 December 2025 ("PWS") at [31].

20 PWS at [29]–[30].

Version No 1: 19 Nov 2026 (15:49 hrs)

9 The Husband's position is that the HDB Flat is a matrimonial asset. He says that parties lived in the HDB Flat as their matrimonial home from 2011 to 2015, and again from 2021 to 2023. Regardless of whether it was a pre-marital asset (having been acquired by the Husband before marriage) or a gift acquired by the Wife, it was a matrimonial asset as it had been used by the parties and the children as the matrimonial home for a better part of a decade.[21]

10 The definition of matrimonial assets is set out in s 112(10) of the Women's Charter 1961 (2020 Rev Ed) ("Women's Charter"), which provides:

> In this section, "matrimonial asset" means —
>
> (a) any asset acquired before the marriage by one party or both parties to the marriage —
>
> (i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or
>
> (ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and
>
> (b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,
>
> *but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.*
>
> [emphasis added]

11 The exclusion clause in s 112(10) of the Women's Charter, the italicised words above, expressly excludes assets (except the matrimonial home) obtained by gift or inheritance from the pool of matrimonial assets for division, unless the "substantial improvement" exception applies, that is, where the assets have

---

[21] Defendant's Written Submissions dated 5 June 2026 ("DWS") at [14]–[15].

Version No 1: 19 Nov 2026 (15:49 hrs)

been substantially improved during the marriage either by the spouse who was the non-recipient of the gift or inheritance, or by both spouses: *Wan Lai Cheng v Quek Seow Kee* [2012] 4 SLR 405 ("*Wan Lai Cheng*") at [29]–[30]. In *CLS v CLT* [2022] 2 SLR 1043 ("*CLS v CLT*"), the Appellate Division of the High Court held at [46] that there are three types of inter-spousal gifts:

> (a) All "pure" inter-spousal gifts (*ie*, inter-spousal gifts where the subject matter of the gifts was acquired by the effort of one or both of the spouses during the marriage) fall under s 112(10)(*b*) and are matrimonial assets. They are not "gifts" within the scope of s 112(10) (citing *Wan Lai Cheng* at [41] and [46]).
>
> (b) Inter-spousal gifts which take the form of a "re-gift" of an asset acquired by the donor spouse by way of a third-party gift or an inheritance, are not matrimonial assets as they were obtained without any effort expended by the donor spouse. The "substantial improvement" exception is not applicable to such inter-spousal "re-gifts" (citing *Wan Lai Cheng* at [55]–[56]).
>
> (c) Inter-spousal gifts where the subject matter of the gifts was acquired *prior* to marriage, would not be matrimonial assets as they had not been obtained with any effort expended by the donor spouse *during* the marriage. Such gifts which have originated as non-matrimonial assets, would remain as non-matrimonial assets unless transformed.

12 The Husband's transfer of 50% of his share in the HDB Flat in 2011 is an inter-spousal gift of an asset that was acquired *prior* to marriage by the Husband. Accordingly, it falls under the last category of inter-spousal gifts in *CLS v CLT* and will not be a matrimonial asset unless it was transformed. An

Version No 1: 19 Nov 2026 (15:49 hrs)

asset acquired before marriage may be transformed into a matrimonial asset if it was ordinarily used or enjoyed by both parties or their children while residing together, or it was substantially improved by the Wife or both spouses during the marriage: *USB v USA* [2020] 2 SLR 588 ("*USB v USA*") at [19(b)] and [20].

13 On the facts, the parties lived in the HDB Flat as their matrimonial home from 2011 to 2015.[22] The HDB Flat would thus be a transformed matrimonial asset under s 112(10)(*a*)(i) of the Women's Charter, *ie*, as an asset ordinarily used by both parties and their children. It was, moreover, the matrimonial home, and the exclusion clause in s 112(10) for assets acquired by gift does not extend to a matrimonial home. As the Court of Appeal observed in *USB v USA* at [19(a)], the matrimonial home is a quintessential matrimonial asset, "whenever and however acquired".

14 At the AM hearing, counsel for the Wife submitted that pursuant to her commercial transaction to acquire the 50% share of the HDB Flat from the Husband in 2016, 50% of the flat should not be treated as a matrimonial asset.[23] I am unable to agree for the reasons set out above at [13]. I further note that even taking the Wife's case at its highest, *ie*, that the 2016 acquisition takes 50% of the interest in the HDB flat out of the ambit of s 112(10)(*a*), this would still mean that the 50% share was acquired during the marriage and would fall under s 112(10)(*b*) of the Women's Charter. Counsel for the Wife's further submission, that the 2016 conveyance does not fall within any category in s 112(10) of the Women's Charter, does not assist the Wife for the same reasons.

---

22 NE 20 August 2026 at p 1 lines 28–32.

23 Notes of Evidence for hearing on 19 August 2026 ("NE 19 August 2026") at p 7 lines 14–15.

Version No 1: 19 Nov 2026 (15:49 hrs)

15 I turn to address the Wife's contention that the Husband has divested his interest in the property and did not treat the HDB Flat as a matrimonial asset. In *Wan Lai Cheng* at [115], VK Rajah JA observed that where a donor spouse clearly intends to permanently renounce his or her beneficial interest in the asset transferred, the donor spouse may be estopped from claiming any share in that asset when the court exercises its discretion in equitably distributing the pool of matrimonial assets.

16 The court has a general discretion to exclude from the pool of matrimonial assets an asset which would otherwise have fallen within that pool, though this is a power that is to be used "very sparingly by the court and only in exceptional circumstances": *WQP v WQQ* [2024] 2 SLR 557 ("*WQP v WQQ*") at [16], citing *BGT v BGU* [2013] SGHC 50 at [34]. Flowing from this, in an appropriate case, the court may exercise its discretion to exclude an asset from the pool where a party evinces a permanent intention to renounce his or her interest in an asset and it will be just and equitable to exclude the asset from the pool. This is consistent with *CLC v CLB* [2023] 1 SLR 1260. There, the court held at [36] that although s 112(10) of the Women's Charter does not expressly provide for the intention of a donee spouse to bring non-matrimonial assets into the matrimonial pool, the court may give effect to such intention apart from the provision, in accordance with principles of property law. A spouse who has a proprietary interest in a non-matrimonial asset naturally has the right to deal with that asset in any way the spouse wishes, including by bringing it into the matrimonial pool: at [64]. Similarly, the court is entitled to consider a party's intention to divest his or her interest in a matrimonial asset and bring it out of the matrimonial pool.

17 In *Tan Hwee Lee v Tan Cheng Guan* [2012] 4 SLR 785 ("*Tan Hwee Lee*"), the Court of Appeal held at [41] that, consistent with the view in *Wan*

Version No 1: 19 Nov 2026 (15:49 hrs)

Lai Cheng at [115] (see [15] above), "[i]n situations when it would be clearly inequitable for a donor spouse to be awarded a substantial share in the asset constituting the inter-spousal gift (or in the form of other assets), the court can take such a situation into consideration under s 112(1) and *award* the donee spouse *a greater percentage of the overall matrimonial assets*" [emphasis in original]. There, the court explicitly rejected the argument that the inter-spousal gift should be excluded from the pool of matrimonial assets on the basis that it could be inequitable to do so, reasoning that the court should only exercise its discretion to address any inequity at the point of apportionment of each spouse's share, with an exception for *de minimis* gifts: at [44]. The Court of Appeal in *Tan Hwee Lee* was concerned that potential injustice may arise if an inter-spousal gift is excluded from the pool of matrimonial assets "if a spouse had, during the course of the marriage, presented all of his/her property as gifts to the other spouse [and thus be] left with nothing if the marriage is terminated": at [43].

18 I decline to exclude the HDB Flat from the pool. First, I do not think that the Husband evidenced a permanent intention to renounce his interest in the HDB Flat by his transfers. His evidence was that these transfers were part of his family arrangement. Parties continued staying in the HDB Flat as a matrimonial home even after the transfer of the 50% share in the HDB Flat to the Wife in 2011. On the Wife's own evidence, the transfer in 2016 was borne out of her suggestion to assist him by giving him funds.[24] It is also apt to bear in mind the observations in *Wan Lai Cheng* at [115] that most transfers of assets between spouses are not intended to be permanent renunciations of beneficial interest in those assets:

---

[24] PAOM1 at [181].

Version No 1: 19 Nov 2026 (15:49 hrs)

> … it would be inequitable to *entirely* preclude the donor spouse in such instances from claiming an interest in the transferred asset should the marriage subsequently fail. **The reality is that most transfers of assets between spouses are not intended to be permanent renunciations by the donor spouse of his or her beneficial interest in those assets.** Inter-spousal transfers of assets acquired before or during marriage by means *other than* through a third-party gift or inheritance should thus *not* come under the term "gift" in the [e]xclusion [c]lause in s 112(10) of the [Women's Charter]; instead, the assets which are the subject matter of such transfers remain within the pool of matrimonial assets. …
>
> [emphasis in italics in original, emphasis in bold added]

19 Second, even if there was such an intention, I am of the view that the exclusion of the asset from the pool in this case will give rise to the potential injustice envisioned in *Tan Hwee Lee* since it is the Husband who paid entirely for the property before the parties' marriage. I am also mindful that the power to exclude a matrimonial asset from the pool should only be exercised in "exceptional" circumstances (see [16] above). I consequently decline to exclude the HDB Flat from the pool of matrimonial assets.

(B) VALUE OF HDB FLAT

20 The Wife submits that the HDB Flat should be valued at $311,000.[25] This is based on 14 transactions from PropertyGuru from June 2020 to March 2024 pertaining to two-room properties on the first to tenth floors of the same block as the HDB Flat.[26] However, it is not apparent how the figure of $311,000 was thereby derived from the transactions.

21 The Husband submits that the value of the HDB Flat, which is 76m^2, is $425,000 based on resale transactions of three-room flats on the first to 12th

---

25 JS at p 15.

26 PAOM1 at pp 324–334.

Version No 1: 19 Nov 2026 (15:49 hrs)

floors of a nearby block.[27] The value of $425,000 is derived from the resale price of a 77m^2 flat on the tenth to 12th floor of a nearby block in December 2024.[28]

22 At the hearing, the Wife's counsel admitted that the transactions the Wife relies on are less recent, but contended that the Husband's valuation of $425,000 (based on a flat on the tenth to 12th floor) is too high given that the HDB Flat is on the second floor.

23 Based on the transactions that the Husband relies on, the resale prices of three 66m^2 flats on the first to third floors in December 2024, May 2025 and August 2025 are $360,000, $338,888 and $340,000 respectively. The average resale price of a 66m^2 flat on the first to third floors is thus $346,296. A value of $398,765 for a 76m^2 flat on the first to third floor ($346,296 divided by 66, multiplied by 76) is fair and reasonable. At the hearing, both parties confirmed that they were agreeable to this approach.[29]

24 Hence, I will adopt $398,765 as the value of the HDB Flat.

(2) [C] Property

25 [C] Property is a condominium apartment that is in the Wife's sole name.[30] It was purchased in or around August 2011 under the Husband and

---

27 Defendant's Affidavit of Assets and Means dated 15 October 2025 ("DAOM2") at [33] and pp 49–50.

28 DAOM2 at p 50.

29 NE 20 August 2026 at p 2 lines 6–12.

30 JS at p 18; PAOM1 at [52].

Version No 1: 19 Nov 2026 (15:49 hrs)

Wife's joint names.[31] Subsequently, in around 2016 and/or 2017, the Husband transferred the Wife his share in [C] Property for a sum of money.[32]

(A) WHETHER [C] PROPERTY IS PART OF THE MATRIMONIAL POOL

26 The Wife's position is that [C] Property is not a matrimonial asset because it was primarily financed through her pre-marital assets, family contributions and independent earnings, rather than joint matrimonial savings.[33] Further, the Wife advances similar arguments to those she relies on with respect to the HDB Flat (see [8] above) that the Husband voluntarily divested himself of his interest in the property as he transferred his share in [C] Property to her,[34] and the Husband had not treated [C] Property as a matrimonial asset to be preserved by the family as she alone assumed sole ownership, management, obligations and risks associated with [C] Property.[35]

27 The Husband submits that [C] Property is a matrimonial asset as it was purchased in August 2011, three months into the parties' marriage. He argues that the Wife has not shown evidence that [C] Property was funded by her pre-marital savings and funds from China.[36] He contributed about $55,000 in cash and about $42,000 of his CPF towards the 20% downpayment. He also paid monthly mortgage instalments totalling about $45,733 from the date of purchase until the rental income stream began.[37] The Husband says that the transfer of the

---

31 DAOM1 at [63]; PAOM1 at [98].

32 JS at p 18.

33 PWS at [38].

34 PWS at [31].

35 PWS at [29]–[30].

36 DWS at [18].

37 DWS at [20].

Version No 1: 19 Nov 2026 (15:49 hrs)

property to the Wife's sole name in 2017 was made for tax and stamp duty reasons.[38] Prior to the transfer, the rental proceeds from September 2016 to March 2017 were used towards the mortgage loan of the property. Thereafter, the rental proceeds were collected solely by the Wife.[39]

28 [C] Property was acquired during the marriage and is a matrimonial asset under s 112(10)(*b*) of the Women's Charter. The Wife, as the party who asserts that an asset is not a matrimonial asset, bears the burden of proving this on the balance of probabilities: *USB v USA* at [31]. I find that the Wife has not met her burden to justify why [C] Property should be excluded from the pool of matrimonial assets.

29 First, contrary to the Wife's assertions, there is no evidence that the property was "primarily financed through [her] pre-marital assets, her family's contributions and her independent earnings".[40] The Wife and Husband bought the property on or around 21 August 2011 at a purchase price of $593,176.[41] While the Wife gives the price as $597,000,[42] this is immaterial to the analysis. The Wife claims that she contributed $132,000, comprising a sum of $95,000 as well as $37,000 from her accounts in China, to the property.[43] The only evidence she displays in support of this is a screenshot of a WhatsApp message between her and the Husband, where the Husband states that she paid $37,000 for [C] Property, and she replies "u don't forget, the amount $37000 is from

---

38 Defendant's affidavit in FC/SUM 3775/2023 dated 8 February 2024 at [15(b)]; DAOM1 at [68].

39 DAOM1 at [67]–[69].

40 PWS at [38].

41 DAOM1 at p 259.

42 PAOM1 at [265].

43 PAOM1 at [265].

Version No 1: 19 Nov 2026 (15:49 hrs)

China, and before marry to you money".[44] The screenshot does not reveal the date or circumstances of the messages. Her word alone in a message does not prove that she funded the purchase of [C] Property from her pre-marital savings. Even if she did contribute this $37,000 from her pre-marital savings, it certainly cannot be said that she primarily financed the property given the Wife's position that the downpayment of the property was $119,000 and the purchase price of the property is either $593,176 or $597,000.[45] The Wife has not adduced evidence to support the payment of $95,000. This is not an exceptional case that warrants excluding [C] Property from the pool (see [16] above). I note, however, that the Husband's own message acknowledges that the Wife paid $37,000 towards [C] Property. While that does not establish that the sum came from the Wife's pre-marital savings, it is evidence of a direct financial contribution by the Wife, which I consider below.

30 Second, with regard to the Husband's intention to divest his interest in [C] Property, I am of the view that this is a suitable case to apply the approach in *Tan Hwee Lee,* to consider the Wife's acquisition of her interest in [C] Property and any possible intention on the Husband's part to divest his interest in [C] Property when apportioning the assets, rather than in identifying the pool of matrimonial assets. Similar to my analysis for the HDB Flat (see [19] above), it will be unjust in this case if [C] Property is completely excluded from the matrimonial pool. This is because the Husband made substantial contributions towards the purchase of the property (see [147]–[149] below). At the hearing, counsel for the Wife also accepted that the sums paid by the Wife towards [C] Property can be accounted for when assessing contributions.[46]

---

44 PAOM1 at [97] and Tab 42, p 818.

45 PAOM1 at [265].

46 NE 19 August 2026 at p 9 lines 28–30.

Version No 1: 19 Nov 2026 (15:49 hrs)

(B) VALUE OF [C] PROPERTY

31 The Husband submits that the net value of [C] Property is $441,155.76, which is the gross value of [C] Property (amounting to $800,000) less the UOB loans related to the property (amounting to $358,844.24).[47] The gross value of $800,000 is based on the sale price of a 549 sq ft property located in another block within the same condominium, as displayed in a PropertyGuru listing.[48]

32 The Wife submits that the value of [C] Property is $740,000.[49] She relies on a screenshot of the [C] Property condominium from PropertyGuru,[50] but the screenshot does not provide any basis for the valuation of $740,000. Her value also does not take into account the loans over the property.

33 At the AM hearing, counsel for the Wife accepted that there is no evidence before the court explaining the Wife's valuation of [C] Property at $740,000 and did not have any submission on the valuation of $800,000 by the Husband.[51] I accept the Husband's submission that the gross value of [C] Property is $800,000.

34 While the Wife's value of [C] Property did not take into account the loans over the property, she acknowledges in her first affidavit of assets and means that there are two outstanding UOB housing loans related to [C] Property

---

47 JS at p 18.

48 DAOM2 at [35] and Tab C (p 52).

49 JS at p 18.

50 PAOM1 at [52] (S/N 2) and Tab 13B (p 336).

51 NE 19 August 2026 at p 10 lines 17–21.

Version No 1: 19 Nov 2026 (15:49 hrs)

amounting to $358,844.24 in total as at 30 April 2024.[52] I find that the net value of [C] Property is hence $441,155.76 ($800,000 less $358,844.24).

(3) [D] Property

35 [D] Property is a residential unit that is held in the sole name of the Husband's brother, [B].[53] The Wife submits that [D] Property is a matrimonial asset. Even though the legal title is in the name of [B], she argues that the property bears "all the hallmarks of a beneficially owned matrimonial assets" and the court should treat the Husband's beneficial interest in [D] Property as part of the matrimonial pool.[54] The Wife argues that she sourced tenants, managed defects, furnished the unit and maintained it.[55] Further, she relies on the following pieces of evidence to support her claim:[56]

(a) A handwritten note, which she contends was executed by the Husband and [B] in August 2012 as an agreement, providing that [B] would hold [D] Property, contribute only $40,000 and receive 27% of profits, while the Husband would be a beneficial owner of 73%.[57]

(b) A Power of Attorney ("POA") was executed in favour of the Husband and Wife to manage and sell [D] Property.[58]

---

52 PAOM1 at [80] (S/N 1 and 2).

53 PAOM1 at [52] (S/N 5).

54 PWS at [69]–[71].

55 PAOM1 at [140]–[144].

56 PWS at [69].

57 PAOM1 at [132]–[134] and Tab 45 (pp 828–829).

58 PAOM1 at [137] and Tab 49 (pp 898–903).

Version No 1: 19 Nov 2026 (15:49 hrs)

(c) An unsigned and undated copy of a loan agreement, which stated that the Husband and Wife would lend [B] $113,479.17 for [B] to purchase [D] Property.[59]

36 The Husband's position is that it is not a matrimonial asset. [D] Property is not held in either the Wife or Husband's name and there is no court order declaring that [B] holds the property on trust for the Husband.[60]

37 In *UDA v UDB* [2018] 1 SLR 1015 ("*UDA v UDB*"), the Court of Appeal held that if a property is legally owned by a third party, the following options are available (at [56]–[57]):

(a) The spouse who claims the property to be a matrimonial asset may obtain legally binding confirmation from the third party that this is so and an undertaking that the third party would respect and enforce any order that the court may make relating to the beneficial interests in the property.

(b) If this is contested, either that spouse or the other who is asserting that the property belongs beneficially to the third party would have to start a separate legal action to have the rights in the property finally determined, *vis-à-vis* the third party, in which case the s 112 proceedings would have to be stayed until the rights are determined.

(c) The third possibility would be for the spouse to drop his or her claim that the property is a matrimonial asset and allow the s 112 proceedings to continue without it.

---

59 PAOM1 at [138] and Tab 50 (pp 911–912).

60 DWS at [55].

Version No 1: 19 Nov 2026 (15:49 hrs)

(d) Alternatively, that spouse may ask the court to determine whether the asset is a matrimonial asset without involving the third party's participation at all or making an order directly affecting the property. This option should only be taken if both spouses agree to it.

38 At the hearing, counsel for the Wife informed the court that taking into account the *UDA v UDB* options, the Wife was not starting any action to determine the rights in [D] Property, and would be dropping her claim that [D] Property is a matrimonial asset. The Wife, however, reserved her position to rely on the evidence relating to [D] Property in support of her case for an adverse inference against the Husband.[61]

39 As the Wife has dropped her claim, it is neither necessary nor appropriate for me to determine the beneficial ownership of [D] Property, which is registered in the name of a third party who is not before the court: *UDA v UDB* at [56]–[57]. I decline to include [D] Property in the pool of matrimonial assets. I consider the evidence only in so far as the Wife relies on it for an adverse inference at [102] below, when assessing the Wife's case for an adverse inference to be drawn.

(4) [E] Pte Ltd and [F] Properties

40 The Wife is the sole director and shareholder of [E] Pte Ltd, which owns [F] Unit 1 and Unit 2 ("[F] Properties").[62] [E] Pte Ltd was incorporated in August 2020.[63]

---

61 NE 19 August 2026 at p 12 lines 13–19.

62 PAOM1 at [35] and [38].

63 PAOM1 at [219]; DWS at [21].

Version No 1: 19 Nov 2026 (15:49 hrs)

(A) WHETHER [E] PTE LTD IS A MATRIMONIAL ASSET

41 [E] Pte Ltd is a matrimonial asset, as it was incorporated during the marriage and plainly falls under the definition in s 112(10)(*b*) of the Women's Charter, being an asset "acquired during the marriage by one party or both parties to the marriage". At the AM hearing, counsel for the Wife conveyed the Wife's position that [E] Pte Ltd was not a matrimonial asset, but informed the court that he did not have a legal basis to support her position.[64] I hence include [E] Pte Ltd as a matrimonial asset.

(B) VALUATION OF [E] PTE LTD AND [F] PROPERTIES

42 Parties have not adduced evidence of the valuation of [E] Pte Ltd as a company. Nevertheless, it is undisputed that [E] Pte Ltd mainly holds the [F] Properties. I hence accept the position of parties that [E] Pte Ltd be valued by taking the value of the [F] Properties as a proxy.

43 The Husband submits that the value of [F] Unit 1 is $237,398.87 (the gross value of $395,000 less the loan of $157,601.13) and that of [F] Unit 2 is $207,370.28 (gross value of $395,000 less the loan of $187,629.72).[65] He derived the gross value of the properties from transactions that took place in 2025 of other industrial properties of the same size located at [F].[66]

44 The Wife submits that the value of the [F] Unit 1 and [F] Unit 2 is $311,000 and $318,000 respectively, relying on transactions that took place from May 2022 to April 2024 regarding comparable units at [F].[67] Her

---

64 NE 19 August 2026 at p 10 line 32–p 11 lines 1–5.

65 JS at pp 20 and 23; DWS at [8].

66 DAOM2 at [34].

67 JS at pp 20 and 23; PAOM1 at Tab 13C, pp 339–341.

Version No 1: 19 Nov 2026 (15:49 hrs)

valuations did not take into account the existing loans over the [F] Properties, although she acknowledges that there is an outstanding UOB loan with respect to the [F] Unit 1 amounting to $157,601.13 as at 29 April 2024, and an outstanding UOB loan with respect to [F] Unit 2 amounting to $187,629.72 as at 29 April 2024.[68] This means that parties are aligned on the outstanding loans on the [F] Properties.

45 The gross values of the [F] Properties that the Husband relies on are supported by the published transaction listings for properties at [F].[69] They are also based on transactions in 2025, which is closer to the date of the AM hearing (see [3] above). In contrast, the Wife provides lower valuation figures, but she has not explained how her valuation flows from the reference transactions that she adduced.[70] Her valuation figures are based on transactions in 2024, which is further from the date of the AM hearing.

46 At the AM hearing, counsel for the Wife accepted that a valuation that is closer in time to the AM hearing is more appropriate and that the Wife would adopt the Husband's valuation.[71] Accordingly, I adopt the valuations provided by the Husband for the [F] Properties, which serve as a proxy for the value of [E] Pte Ltd.

---

68 PAOM1 at pp 25–26 (S/N 3 and 4).

69 DAOM2 at [34] and p 70.

70 PAOM1 at pp 338–341.

71 NE 19 August 2026 at p 11 lines 29–30.

Version No 1: 19 Nov 2026 (15:49 hrs)

(5) [M] Property Sale Proceeds

47 The [M] Property is a condominium unit that was previously held in the Husband's sole name. It was sold on 14 December 2024 for $1.6m.[72] The Husband and Wife agree that the following sums should be returned to the pool: (a) the amount of $426,215.84 which was returned to CPF; and (b) net cash proceeds in the amount of $283,147.01.[73] While the Husband took the position that the CPF refund returned to his CPF account was $426,946 in the parties' Joint Table of Disputed Issues,[74] counsel for the Husband accepted at the hearing that the CPF refund was $426,215.84.[75]

48 The Wife also argues that rental income from [M] Property from 2017 to 2023 (amounting to more than $120,000) should be added back to the pool. However, at the AM hearing, counsel for the Wife accepted that Wife has not adduced any evidence of how this sum is derived, nor provided any legal basis for adding back any such sum.[76]

(6) Value of the Wife's CPF and [R] Investment Account

49 The Husband submits that the Wife's CPF account and [R] Investment Account should be valued at $161,005.70 as of around 25 to 30 April 2024. He cites the Wife's Affidavit of Assets and Means ("AOM"), which shows that the

---

72 JS at p 7.

73 JT at p 6.

74 JT at p 6.

75 NE 19 August 2026 at p 6 lines 17–22.

76 NE 19 August 2026 at p 5 line 20–p 6 line 10.

Version No 1: 19 Nov 2026 (15:49 hrs)

balance of the CPF account as at 25 April 2024 was $158,190.75 and in the [R] Investment Account as at 30 April 2024 was $2,784.22.[77]

50 The Wife submits that the value of her CPF account is $158,190.75 and the value in her [R] Investment Account is $2,784.22 as at 30 April 2024, leading to a combined figure of $160,974.97.[78]

51 There appears to be a calculation error in the Husband's figure of $161,005.70. Since both parties are aligned on the value of the balances of the [R] Investment Account and CPF account, I arrive at a figure of $160,974.97 (*ie*, $158,190.75 + $2,784.22).

(7) Value of the Car

52 The motor vehicle that is the subject of this dispute ("Car") is in the Wife's sole name.[79]

53 The Husband submits that the value of the Car is $45,682, which is the value of the car on 3 April 2024 of around $118,000 less the outstanding amount on the hire purchase agreement of $72,318.00.[80] The Wife did not take issue with the Husband's estimate of the market value of the car on 3 April 2024 being $118,000 but submits that the value of the Car is $72,318.00, which corresponds to the outstanding amount on the hire purchase or loan agreement.[81] The difference between the parties is thus whether the Car should be valued based

---

77 JS at p 24, citing PAOM1 at p 25.

78 JS at p 24.

79 JS at pp 14 and 24–25.

80 DWS at [8].

81 JS at p 24.

Version No 1: 19 Nov 2026 (15:49 hrs)

on the outstanding hire purchase loan amount (the Wife's position) or the estimated market value less the outstanding hire purchase loan amount (the Husband's position).

54 As a matter of logic, the value of the Car should be its estimated market value less the loan amount, and not the amount outstanding on the loan. While the hire-purchase agreement records a cash price of $84,000 in February 2023 (see [154] below), the Wife does not dispute the Husband's estimate of the Car's market value of $118,000 as at 3 April 2024 (see [53] above), and I accept that estimate. I thus find that the net value of the car on 3 April 2024 is $45,682 ($118,000 less the outstanding sum of $72,318.00).

(8) Wife's liabilities

55 The Wife submits that she has a loan of $40,000 owing to the Husband.[82] At the hearing, the Husband's counsel did not deny the existence of this loan, but submitted that the loan should not be deducted from the pool of matrimonial assets.[83] The Husband's counsel also submitted that the court should order the Wife to pay the Husband the inter-spousal loan of $40,000.[84]

56 The Wife's position is that she has personal loan liabilities of $293,757.61 to third parties.[85] She adduces various IOU notes from these third parties that show various amounts, adding up to $293,757.61, were borrowed by the Wife for various purposes. The notes are as follows:

---

82 JT at p 11.

83 NE 20 August 2026 at p 8 lines 19–20.

84 NE 20 August 2026 at p 10 lines 12–14.

85 JT at p 11.

Version No 1: 19 Nov 2026 (15:49 hrs)

(a) a note dated 26 August 2019 showing that the Wife owed her sister, [S] a balance sum of $166,207.61, as [S] had lent her $213,207.61 (for the purpose of "[b]uy[ing] [p]roperties [and] family use") and the Wife had returned $47,000 to [S];[86]

(b) a note dated 2 July 2023 showing that the Wife owed a third party ("L1") $6,800, that was for the purpose of "[l]egal fee" [*sic*];[87]

(c) a note dated 25 October 2023, showing that the Wife owed a third party ("L2") $13,000, that was for the purpose of "family use";[88]

(d) a note dated 9 December 2023 showing the Wife owed a third party ("L3") $27,000, that was for the purpose of legal fees;[89]

(e) a note dated 15 January 2024 showing that the Wife owed a third party ("L4") a sum of $13,000, that was for the purpose of "family use";[90]

(f) a note dated 25 March 2024 showing that the Wife owed a third party ("L5") a sum of $12,750, that was for the purpose of "family [u]se";[91] and

---

86 PAOM1 at p 518.

87 PAOM1 at p 508.

88 PAOM1 at p 498.

89 PAOM1 at p 503.

90 PAOM1 at p 516.

91 PAOM1 at p 512.

Version No 1: 19 Nov 2026 (15:49 hrs)

(g) a note dated 25 March 2024 showing that the Wife owed L4 a sum of $55,000, that was for the purpose of "[[E] Pte Ltd] limited cash flow $25000 legal fee $30,000".[92]

57 The Wife also adduces screenshots of various bank transfers and bank statements to prove that the sums reflected in the IOU notes were sent to her.[93] The Wife explained that most of the sums loaned by [S] were to fund the Husband's share of the HDB flat, [C] Property and for the Husband to purchase [M] Property. The sum of $26,530.61 was used to support the children and her.[94]

58 The Husband's position is that the Wife has produced no deed, no contemporaneous correspondence and no evidence of the purpose of the alleged loans. In the alternative, he submits that such liabilities should be borne solely from the Wife's share.[95]

(A) INTER-SPOUSAL LOAN OF $40,000

59 I first address the inter-spousal loan of $40,000. There are three questions here:

(a) whether an inter-spousal loan should be deducted from the pool of matrimonial assets, just like liabilities owed to third parties;

(b) whether the court has the power to take into account an undisputed interspousal debt in the division of matrimonial assets; and

---

92 PAOM1 at p 516.

93 PAOM1 at pp 499–501; 504–506; 509–510; 513–514 and 519–525.

94 PAOM1 at [83].

95 JT at p 11.

Version No 1: 19 Nov 2026 (15:49 hrs)

(c) whether the court has the power to order repayment of an undisputed interspousal debt in the division of matrimonial assets.

60 I find as follows. With respect to the first question, the inter-spousal loan should not be deducted from the pool of matrimonial assets. As the source of the loans acquired during the marriage would have been matrimonial assets, an inter-spousal loan would not result in a change to the overall pool as the loan moneys would be transferred by one party to another: *UYP v UYQ* [2020] 3 SLR 683 at [32]; *UZK v UZL* [2020] 3 SLR 1248 ("*UZK v UZL*") at [44].

61 I answer the second question in the affirmative. The broad language of s 112(1) of the Women's Charter provides the court the discretion to order the division between the parties of any matrimonial asset "in such proportions as the court thinks just and equitable". In exercising its powers, it is to have regard to *all* the circumstances of the case: s 112(2) of the Women's Charter. Given that the factors in s 112(2) are non-exhaustive (*XWV v XWW* [2026] SGHCF 17 ("*XWV v XWW*") at [28]), these circumstances include, but are not limited to, the factors in s 112(2). Under the *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*") structured approach, the court may take into account such a debt in the consideration of direct or indirect contributions.

62 I answer the third question in the affirmative. In *Yeong Swan Ann v Lim Fei Yen* [1999] 1 SLR(R) 49 ("*Yeong Swan Ann*") at [23], the Court of Appeal considered an inter-spousal debt that was found to be conclusively proven. The court held that s 106 of the Women's Charter (Cap 353, 1985 Rev Ed) gave the court a very wide power to order the division of matrimonial assets in the fairest way possible, taking into account the factors in s 106. The loan formed part of the matrimonial assets at a time the application was made pursuant to s 106 to

Version No 1: 19 Nov 2026 (15:49 hrs)

divide the assets and "it was thus well within the jurisdiction of [the] court to order the husband to pay this sum of money to the wife". While s 106 has since been replaced by s 112, the language of s 112 is not any narrower than that of the former s 106, and in some respects is wider.

63 *Yeong Swan Ann* has since been cited and relied on in *WQR v WQS* [2023] SGHCF 41 ("*WQR v WQS*") and *XWV v XWW*. *WQR v WQS* was cited by the Husband during the hearing.[96] In that case, the parties did not dispute the loan's existence, although they disagreed on the quantum due to different exchange rates: at [51]. Andrew Ang SJ ordered the husband to repay the wife for the loan. He relied on *Yeong Swan Ann* at [23] to find that "[t]he court has the power to order repayment of sums loaned by one spouse to another" (at [53]). As he had made various orders for parties to pay various sums to each other, he found that the most expeditious way to give effect to the orders, was to set off the sums to which they are entitled against each other: at [92]. The Wife's counsel did not have any response to the Husband's reliance on *WQR v WQS*.

64 I am cognisant that the courts have declined to take into account inter-spousal debts in the division of matrimonial assets in circumstances where the debt is disputed (see *AZZ v BAA* [2016] SGHC 44 ("*AZZ v BAA*") at [168]; *UZK v UZL* at [44]). However, a different position has been taken vis-à-vis undisputed loans. In *XWV v XWW*, Teh Hwee Hwee J held that the court had the power under s 112(1) of the Women's Charter to record a repayment clause, which provided that the wife was to repay a sum of money to the husband, by consent of the parties (at [30]). The wife in *XWV v XWW* relied on *AZZ v BAA* and *UZK v UZL* for the proposition that the court will decline to resolve

96 NE 20 August 2026 at p 10 lines 12–14.

Version No 1: 19 Nov 2026 (15:49 hrs)

interspousal debt disputes in s 112 proceedings as it is for the creditor spouse to pursue such claims in civil proceedings: at [21]. Teh J distinguished *AZZ v BAA* and *UZK v UZL*, noting that in those cases, the court was invited to determine, within s 112 proceedings, what were in substance debt recovery claims between the spouses. In contrast, when the court was asked to record the repayment clause by consent, there was no claim for the recovery of any disputed interspousal debt requiring adjudication and no contractual inquiry or other determination within the province of civil proceedings was required (at [23]).

65 I agree with the distinction made by Teh J in *XWV v XWW*. Without commenting on whether the court is entitled to take into account disputed inter-spousal debts, in view of *Yeong Swan Ann* and s 112, the court is entitled to take into account and order the repayment of an undisputed inter-spousal debt in the division of matrimonial assets in appropriate circumstances.

66 I am of the view that the approach in *Yeong Swan Ann* is applicable in the circumstances identified here. There is no dispute requiring inquiry or adjudication in the nature of civil proceedings: the Wife herself identifies the debt as owing, and the Husband seeks its repayment. The Wife also did not provide any submissions as to why such repayment should not be ordered. In *Yeong Swan Ann*, the Court of Appeal held that its treatment of the conclusively proven debt was in accordance with the spirit of the legislature in ensuring that rough justice is done in this area. The spirit of the legislature that was referred to in *Yeong Swan Ann* at [23] in respect of s 106 of the Women's Charter, would also be the same for s 112 of the Women's Charter. Here, accounting for the loan only in the assessment of contributions would leave an admitted debt outstanding after the division, which would not achieve a just and equitable division between the parties. It is also in accordance with the spirit of therapeutic justice, that the court order for the repayment of a debt that is

Version No 1: 19 Nov 2026 (15:49 hrs)

identified by the Wife herself as owing to the Husband, in the course of the division of matrimonial assets. This would reduce a further source of tension between the parties and assist the parties in moving on.

67 I therefore order that the Wife repay the $40,000 to the Husband. I emphasise that the repayment of the $40,000 takes place on the specific facts of this case, where the Wife herself admitted to the debt and there is no dispute about her liability to the Husband for this sum. It also operates within the confines of the court's power under s 112 of the Women's Charter, in the division of matrimonial assets. The $40,000 loan that the Wife took from the Husband is to be also accounted for in the sums they are entitled to in the division of matrimonial assets. This does not result in any double benefit or burden. The $40,000 was applied towards [F] Unit 2.[97] As the Wife is to repay it, it is credited to the Wife, and not the Husband, as a direct contribution to that unit (see [153] below). The credit card borrowings from which the Husband raised the sum are deducted from the pool and debited against the Husband's direct contributions (see [157] below), and the Husband is in turn repaid the $40,000.

(B) LOANS TO THIRD PARTIES AMOUNTING TO $293,757.61

68 With respect to the liabilities owed to third-parties, in *WAS v WAT* [2022] SGHCF 7 ("*WAS v WAT*"), the court held at [46] that liabilities should be taken into account in the division of matrimonial assets as s 112 of the Women's Charter involves a division of the parties' *net* matrimonial assets. Debts proven to exist at the time of divorce should be deducted from the pool of matrimonial assets. If a debt was incurred for the purpose of benefitting the

97 PAOM1 at [246].

Version No 1: 19 Nov 2026 (15:49 hrs)

family, this may be taken into account when calculating that party's indirect contributions. Conversely, if the debt was incurred for a party's personal use, there may be no effect on that party's indirect contributions.

69 I find that the Wife has not adduced sufficient evidence of her alleged liabilities of $293,757.61, for them to be deducted from the pool of matrimonial assets.

70 All that the Wife has exhibited are IOUs and screenshots of bank transfers. The Husband cites *UZK v UZL* where the court, at [32], accepted the existence of a loan in light of a contemporaneous email correspondence which confirmed that a sum of money transferred by the wife's father was a loan which the parties intended to repay.[98] In this case, there is no evidence of contemporaneous correspondence evidencing such loans nor evidence which can verify that the signatures appended to the IOUs belong to the Wife and the respective creditors. The screenshots of the bank transfers prove that certain sums were sent to the Wife on certain dates, but not the identities of the senders. I note that the Husband acknowledged in writing on 15 May 2017 that he had borrowed $45,000 from [S] for the [M] Property down payment.[99] However, that sum was repaid in September 2017. The acknowledgment does not establish that the balance of $166,207.61 stated in [S]'s note of 26 August 2019 remained owing at the date of IJ.

71 Further, two of the IOU notes are dated 25 March 2024, showing that the sums were lent after the date of IJ on 1 February 2024 (see [56(f)] and [56(g)] above). Per *WAS v WAT,* only debts proven to exist at the time of divorce

---

98 DWS at [31].

99 Plaintiff's Affidavit of Assets and Means dated 10 October 2025 ("PAOM2") at p 238.

Version No 1: 19 Nov 2026 (15:49 hrs)

should be deducted. Thus, such sums reflected on the two IOU notes should not be deducted from the pool of matrimonial assets.

72 Moreover, a number of such loans are stated in the IOU as being for legal fees, and appear to relate to legal fees for her divorce (see [56(b)] and [56(d)] above). It is trite law that amounts expended by parties for legal costs of matrimonial proceedings are taken out of each party's share of the matrimonial assets after division and not out of the pool: *UZN v UZM* [2021] 1 SLR 426 ("*UZN v UZM*") at [45]. Consequently, the Wife is not allowed to treat liabilities accrued to funding her legal expenses for her divorce as part of liabilities to be deducted from the pool.

73 I therefore do not deduct the Wife's personal loan liabilities owed to third parties from the pool. The Husband's credit-card liabilities, which I deduct below, are evidenced by the statements issued by the banks, whereas the Wife's alleged loans rest on IOUs and transfer records that do not identify the senders. The Husband's alleged loans from family members, which are similarly unsupported, are likewise excluded (see [94] below).

(C) CREDIT CARD LIABILITIES

74 The Wife's credit card liabilities of $1,186.27[100] stand on a different footing. While these liabilities are not explicitly listed as a category of its own in the Joint Summary, it appears that the Wife seeks for her credit card liabilities to be deducted from the pool. This is pointed out by the Husband, who notes that she seeks to do so because she regards this as falling within the "personal loans" that she seeks to deduct from the pool.[101] Applying the same principle as

[100] PAOM1 at p 26 (S/N 5 and 6).

[101] JS at p 25 and JT at p 11.

Version No 1: 19 Nov 2026 (15:49 hrs)

for the Husband's credit card liabilities (see [78]–[79] below), debts existing at the date of IJ are deducted from the pool, whatever their purpose. I therefore deduct the Wife's credit card liabilities of $1,186.27 from the pool.

(9) Husband's credit card liabilities

75 The Husband seeks to deduct his credit card liabilities in the amount of $476,728.67, as of the date of IJ, from the pool of matrimonial assets.[102] He has exhibited statements of such credit card liabilities.[103] He testified that the parties would acquire investment properties using funds raised on his credit cards. The credit cards would be used for the cash advances needed for the properties, the properties would be rented out and the rental proceeds were applied towards the mortgage instalments and the credit card interest.[104]

76 The Wife says that these credit card liabilities are not genuine matrimonial debts. She alleges that these credit card liabilities were incurred substantially for the Husband's personal trading, speculation and investment activities rather than for family needs.[105] She relies on the Husband's admissions about his gambling addiction in, amongst others, a reconciliation agreement dated 5 February 2022 where he agreed that he cannot blame the Wife and the children for losses incurred during gambling, a promise letter dated 8 June 2022 and an email from the Husband where he said that he realised his mistake of gambling and would restrain his gambling habits and start to take better care of

---

102 JT at p 8; DAOM1 at [18]–[19]; Defendant's affidavit filed 16 July 2025 ("D6") at [6]–[8].

103 DAOM1 at [15] and Tab C, pp 37–154.

104 DAOM1 at [20]–[22].

105 JS at pp 12–13.

Version No 1: 19 Nov 2026 (15:49 hrs)

the family.[106] She also relies on statements from trading platforms such as PLUS500SG and Lim & Tan Securities. With respect to the latter, she claims that the records show that the Husband incurred trading losses exceeding $420,000, exhibiting statements from Lim & Tan Securities.[107] With respect to PLUS500SG, she relies on the PLUS500SG Account Statement showing that for the period from 1 December 2023 to 29 February 2024, there was $685,864 deposited and $682,600 withdrawn.[108] In her supplemental reply submissions dated 15 October 2026 ("PSRS"), the Wife argues that the credit card statements that the Husband has adduced show many charges associated with the investment platform PLUS500SG.[109]

77 The Husband's evidence is that the Wife procured those documents containing his admissions during quarrels by threatening divorce and the loss of the children, and that he signed them under that pressure and without legal advice, and that their contents were her stipulations, not his admissions.[110] Further, the Husband submits that the documented trading shows moneys circulating, not moneys lost.[111] The figures the Wife relies on for the deposits or turnover is "turnover passing through the accounts and back out again", and not moneys lost or extracted.[112] With respect to the PLUS500SG transactions, the moneys were withdrawn from the trading account and returned to repay the cards: the exhibited statements show payments into the cards each month of the

---

106 PAOM1 at [6(a)]–[6(c)]; Tab 3D, p 152; Tab 3E, pp 155–158; Tab 3I, pp 177–178.

107 PWS at [77]; PAOM2 at p 611.

108 PWS at [77]; PAOM2 at p 610.

109 Plaintiff's Supplemental Reply Submissions dated 15 October 2026 ("PSRS") at [4(a)], [26] and Tab 7 (pp 95–105).

110 DAOM2 at [10]–[13]; DWS at [52].

111 DWS at [52].

112 DWS at [40].

Version No 1: 19 Nov 2026 (15:49 hrs)

same order as the charges out, and the Maybank statement for January 2024 captures the cycle within days.[113]

78 The principle in *WAS v WAT* at [46] is that debts existing at the time of divorce should be deducted from the pool of matrimonial assets. At the hearing, counsel for the Wife submitted that the debt should not be deducted from the pool of matrimonial assets if it was incurred for the Husband's personal gambling activities as s 112(2) provides that the court may take into account "any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage".[114]

79 However, as made clear in *WAS v WAT*, whether or not the Husband accrued credit card debts for personal use rather than for the benefit for the family is more appropriately considered when assessing the parties' indirect contributions (see [68] above). Any debt proven to exist as at the IJ date must be deducted from the matrimonial pool, regardless of whether the debt was incurred for the benefit of the family: see also *XON v XOM* [2026] SGHCF 30 at [121]. The point that the Wife's counsel raised does not change the fact that the court can consider whether the debt was incurred for the benefit of the family in accordance with s 112(2)(*b*) when accounting for the parties' contributions and deciding the division of matrimonial assets between the parties in proportions as the court thinks just and equitable. In the PSRS, the Wife appears to accept that debts proven to exist as at the IJ date should be deducted, as she states that "[t]he absence of proof of a family purpose is…not, by itself, a complete answer to every liability".[115]

---

113 DWS at [45].

114 NE 20 August 2026 at p 2 lines 17–19.

115 PSRS at [5]–[6(a)].

Version No 1: 19 Nov 2026 (15:49 hrs)

80 Even if only loans that were incurred for the benefit of the family may be deducted from the pool, I find that it is not possible to determine what part of the credit card liabilities at the date of IJ are attributable to losses for investments (leaving aside the question of whether all investment activities can be said to be for the benefit of the family). While the credit card statements show numerous transactions and charges associated with PLUS500SG (see [76] above), they also show transactions that are not related to PLUS500SG. The Husband argues that the figures the Wife relies on show deposits and turnover of about $685,000 and withdrawals of about $682,600 from the trading accounts, that is a similar amount passing through the accounts and back out again. With respect to the PLUS500SG transactions, the moneys were withdrawn from the trading account and returned to repay credit card debt: the exhibited statements show payments with respect to the credit cards each month in the same order as the credit card charges, and the Maybank statement for January 2024 captures the cycle within days.[116] The Wife did not rebut these submissions at the AM hearing. She also does not ask that gross trading deposits be added to the pool. The same applies to the Wife's reliance on the Lim & Tan Securities statements, which she says show trading losses exceeding $420,000 (see [76] above). Even if such losses were incurred, the Wife has not shown when they were incurred, or that they were funded from the credit card balances outstanding at the date of IJ rather than from other sources. As for the Husband's written admissions (see [76]–[77] above), it is not necessary for me to decide whether they were procured under pressure. Even taken at face value, they only show that the Husband gambled and traded during the marriage, and that the Wife was aware of it (see [99] below). They do not show what part of the liabilities outstanding at the date of IJ represents trading or gambling losses, as

116 DWS at [40], [45], [47], [51]; DAOM1 at p 53.

Version No 1: 19 Nov 2026 (15:49 hrs)

opposed to borrowings applied towards the properties and repaid from the trading account. Nor has the Wife, who asserts that the liabilities were incurred for the Husband's personal purposes, adduced evidence identifying such part.

81 While the Wife might be dissatisfied with the Husband spending significant sums of money throughout their marriage on speculative trading activities, restrictions on the parties' disposal of large quantities of matrimonial assets generally only come to the fore after divorce proceedings are imminent: *UZN v UZM* at [70]. Losses from trading during the marriage, before divorce proceedings were imminent, go to the parties' contributions rather than to the identification of the pool: *UZN v UZM* at [70]. The effect of the Husband's investment activities on his indirect contributions is addressed at [161] below. The net effect of the Husband's borrowing after the date on which divorce proceedings were imminent is addressed at [83]–[92] below.

82 I therefore find that the Wife's objections to the inclusion of the Husband's credit card liabilities are not sustainable. I also highlight that the Husband's credit card liabilities are evidenced by the statements issued by the banks, unlike the Wife's alleged loans to third parties which are unsupported (see [73] above).

83 However, I note that the Husband includes his liabilities as of the date of IJ, around 1 February 2024. In the period when divorce proceedings are imminent or the period after IJ but before AM are concluded, the Husband would have to return to the pool sums expended, if the Wife had not agreed to the expenditure and such expenditure is substantial: *TNL v TNK* [2017] 1 SLR 609 ("*TNL v TNK*") at [24]. This is otherwise known as the "*TNL dicta*". The Wife commenced divorce proceedings on 19 May 2023. Counsel agreed that there is no evidence suggesting any earlier date at which divorce proceedings

Version No 1: 19 Nov 2026 (15:49 hrs)

should be regarded as imminent and that 19 May 2023 should be taken as the relevant date for when divorce proceedings are regarded as imminent under the *TNL dicta*.[117]

84 There is no evidence that the Wife agreed to the expenditures incurred on the credit cards after this date. I consider whether to include the expenditure the Husband incurred on his credit cards after 19 May 2023, together with the interest that accrued on them, up to the date of IJ, to the pool on account of the *TNL dicta*. If such liabilities are excluded pursuant to *TNL* dicta, they would not be deducted from the pool.

85 The Husband has set out the breakdown of these liabilities in his supplemental affidavit dated 25 September 2026 and his supplemental submissions dated 6 October 2026 ("DSS"). While the statements issued in May 2023 show total credit card liabilities of $471,306.84,[118] the Husband submits that the total liabilities stood at $450,438.40 on 19 May 2023 specifically. From the January 2024 statements (the nearest to the date of IJ), the total credit card liabilities stood at $482,311.47, which the Husband reconciles to the $476,728.67 that he pleaded. Of the increase after 19 May 2023, $10,481.34 was interest and fees and $21,391.73 was net new principal.[119]

86 In the PSRS, the Wife contends that the Husband has not shown that the $21,391.73 "captures the extent and nature of borrowing after the [writ of divorce]" on 19 May 2023.[120] She argues that "[a] net movement after

---

117 Notes of Evidence for hearing on 20 October 2026 ("NE 20 October 2026") at p 4 lines 3–17.

118 Defendant's Supplemental Submissions dated 6 October 2026 ("DSS") at [25].

119 DSS at [26(a)]–[26(b)].

120 PSRS at [10].

Version No 1: 19 Nov 2026 (15:49 hrs)

repayments is not an identification of the gross new transactions or their purposes".[121] I accept that $21,391.73 represents a net figure and that the Husband charged more to his cards after 19 May 2023. Some $297,298 was charged to three of the Husband's cards for deposits into his PLUS500SG account.[122] However, that money was not spent. As I have found above at [80], it was largely withdrawn from the trading account and used to pay down the cards again. What matters for the pool is the borrowing after 19 May 2023 that was still outstanding at the date of IJ, and that is the net increase of $21,391.73.

87 In her PSRS, the Wife refers to new evidence exhibited therein.[123] This includes an email from the Wife's former solicitors to the Wife (reflected in Tab 1 of the PSRS), the report of the Maintenance Enforcement Officer in MSS 1316/2025 ("MEO Report"), a letter from Standard Chartered Bank, credit bureau reports and an extract of a document filed in MSS 1343/2024.[124] The Wife was given leave to file the PSRS, in reply to the DSS read with the Husband's Supplemental Affidavits dated 6 October 2026 and 25 September 2026. The new evidence does not arise from the Husband's Supplemental Affidavits. The Wife did not have leave to adduce the new evidence, nor has she put in any application to do so.

88 At the hearing on 20 October 2026, counsel for the Wife submitted that Tab 1 of the PSRS should be admitted as it is a correspondence reflecting the position of counsel for the Husband about the Wife's first property in China. However, as the Husband rightly pointed out, the correspondence at Tab 1 is

---

121 PSRS at [10].

122 PSRS at [26]–[27] and Tab 7.

123 PSRS at [3].

124 PSRS at p 4.

Version No 1: 19 Nov 2026 (15:49 hrs)

from the Wife's solicitor to her.[125] It does not represent an undisputed written position from the Husband. Counsel for the Wife also submitted at the same hearing, that the MEO Report should be admitted as the court can take judicial notice of it under s 59(1)(*l)* of the Evidence Act 1893 (2020 Rev Ed). However, judicial notice extends at most to the existence of the MEO Report and the identity of the officer; it does not make the contents of the report evidence of the matters stated in it, nor does it dispense with the need for leave to adduce fresh evidence at this stage. Counsel for the Wife further relied on s 90(4) of the Women's Charter. However, as counsel himself acknowledged, this relates to "maintenance enforcement proceedings", while the proceedings here relate to ancillary matters.[126] It is not relevant to these proceedings. I thus find that there is no basis to consider the new evidence referred to in the PSRS. The schedule of PLUS500SG entries at Tab 7 of the PSRS summarises entries in the Husband's own bundle, and I have considered it as part of the Wife's submissions.

89 For the *TNL dicta* to apply, the expenditure must also be substantial. In assessing whether a sum is substantial, some relevant factors include: *XIK v XIL* [2025] SGHCF 16 at [28]:

> (a) the quantum of the impugned expenditure, evaluated in connection with the nature and purpose of the expenditure;
>
> (b) the quantum of the sums of similar expenditures (if any) before and during the relevant period; and

---

125 NE 20 October 2026 at p 1 line 39.

126 NE 20 October 2026 at p 2 lines 14–16.

Version No 1: 19 Nov 2026 (15:49 hrs)

(c) the aggregation of expenses of a similar nature incurred within the relevant period, if such aggregation more accurately reflects the true nature and extent of the impugned expenditure.

90 Applying these factors, the net new principal of $21,391.73 charged to the Husband's credit cards between 19 May 2023 and the date of IJ is, in my view, substantial. It was incurred over about eight months after the Wife had commenced divorce proceedings. The Husband has not explained what it was spent on, or shown that it went towards the family or the properties, which was his explanation for the credit-card borrowings before that date. I therefore do not deduct it from the pool.

91 The interest that accrued between 19 May 2023 and the date of IJ stands on a different footing. First, it is not new expenditure that the Husband chose to incur after proceedings commenced, and so it is outside the mischief that the *TNL dicta* is meant to address. It is the cost of carrying debts which I have found to be matrimonial debts. Second, the interest formed part of those debts at the date of IJ, which is the date at which the pool is ascertained, and any debt proven to exist at that date is to be deducted (see [68] above). Third, the Husband is credited with direct contributions to the properties that he funded through his credit cards (see [157] below). If the interest on those borrowings were excluded, the Husband alone would bear the cost of financing assets that are shared between the parties. The $816.19 billed in May 2023 is the interest for that month only,[127] and would understate the interest that accrued up to the date of IJ. The Wife submits that the $10,481.34 has not been reconciled with the Husband's own table of balances, which shows cumulative interest of $11,231.52 to the January 2024 statements, or $10,415.33 excluding the May

127 DSS at [25].

Version No 1: 19 Nov 2026 (15:49 hrs)

2023 interest, and that it includes fees as well as interest. The Wife does not, however, seek the exclusion of this interest. The May 2023 statements were issued on various dates in that month, some before and some after 19 May 2023, and the Husband has not shown how the interest billed on those statements is divided between the periods before and after 19 May 2023. The difference between the Husband's figure and $10,415.33 is $66.01. In the absence of reconciled figures from the Husband, I adopt the lower figure of $10,415.33, which is the cumulative interest shown in the Husband's table to the January 2024 statements, less the $816.19 billed on the May 2023 statements. The difference does not affect the ratio for division. I recognise that some part of this interest would have accrued on the net new principal of $21,391.73, which I have not deducted (see [90] above). Neither party has sought to separate out that part, which on the figures before me would be modest relative to the interest on the debts outstanding as at 19 May 2023. It does not affect the ratio for division, and I make no separate adjustment for it.

92 The Husband also seeks the deduction of interest of $20,625.78 billed after the date of IJ up to July 2024, on the basis that his debt grew due to the higher interest rates charged on late payments, because the sale of the [M] Property, from which the debts were to be repaid, was held up by the Wife's unsuccessful application to restrain the sale. I do not deduct such interest from the pool. The principle is that only liabilities as at the date of IJ are to be deducted. The Husband remained responsible for servicing his debts after that date. The Wife was entitled to apply to restrain the sale, and the fact that her application failed does not make her answerable for the interest charged on the Husband's debts after the date of IJ. In any event, the Husband has not shown that this interest was caused by the Wife's application. No order restrained the sale, and the Wife's application was dismissed on 4 April 2024. The debts

Version No 1: 19 Nov 2026 (15:49 hrs)

predated the application and would have continued to carry interest until any sale was completed. The Husband's liabilities also increased by some $23,500 in net new principal after the date of IJ,[128] and the Husband has not shown how much of the interest claimed accrued on that sum rather than on the debts at the date of IJ. Accordingly, the credit card liabilities to be deducted from the pool are $460,853.73 ($450,438.40 + $10,415.33).

(10) Husband's liabilities to family members

93 The Husband also seeks to deduct his debts in the amount of $76,149.93, owed to [B], his sister and his father, from the pool.[129] The Husband says that he used his siblings' names to apply for credit cards and borrowed cash from them in order to pay off the monthly credit card loan and interest. He also borrowed $15,000 worth of cash from his father.

94 There are, however, no documents or contemporaneous correspondence evidencing the existence of such loans. The Husband adduces evidence of his messages with [B] to prove that he requested loans from family members .[130] However, these messages show that some money was borrowed from [B] *after the IJ* was granted in 2024, such as a transfer of $1,000 from [B] to him on 4 June 2024.[131] He also discloses the messages he sent to his sister requesting funds, but those messages show that some transactions took place in June 2024.[132] Counsel for the Husband confirmed that all that the Husband has are patterns of family borrowing, and not evidence supporting the existence of the

---

128 DSS at [25].

129 DAOM1 at [17]–[19]; D6 at p 2, [6]–[8].

130 D6 at pp 27–38.

131 D6 at p 37.

132 D6 at p 58.

Version No 1: 19 Nov 2026 (15:49 hrs)

alleged loans.[133] As the Husband has not adduced evidence to prove the existence of such loans, I decline to deduct the sum of $76,149.93 from the pool of matrimonial assets.

Adverse inferences

95 In *BPC v BPB* [2019] 1 SLR 608 ("*BPC v BPB*"), the Court of Appeal held at [60] that to draw an adverse inference, it has to be shown that there is:

(a) a substratum of evidence that establishes a *prima facie* case of concealment against the other spouse; and

(b) that spouse must have had some particular access to the information he was said to be hiding, in respect of various assets.

(1) Wife's case for an adverse inference

96 The Wife submits that an adverse inference should be drawn against the Husband for undisclosed assets. She argues that the Husband had a "pattern of non-disclosure".[134] She alleges that the true matrimonial pool is materially larger than that presented in the Husband's affidavit of assets and means as there were, amongst others:

(a) "[a]ssets concealed by [the Husband] but proven on the evidence ([D] Property, [M] Property proceeds, PLUS500SG funds, CPF refunds, vehicles insurance)";

(b) "[r]ental income withheld over the years from [D] Property, [M] Property and other properties"; and

---

133 NE 20 August 2026 at p 3 lines 26–30.

134 PWS at [57] and [59].

Version No 1: 19 Nov 2026 (15:49 hrs)

(c) assets dissipated by the Husband but traceable to matrimonial funds such as trading losses and speculative activities.[135]

97 In her written submissions, she appears to rely on the Husband's repeated breaches of protective orders and undertakings, conduct giving rise to criminal proceedings and persistent harassment to justify a "strong adverse inference regarding undisclosed assets".[136] However, these do not relate to the concealment of assets. Accordingly, I only analyse whether there is a basis to draw an adverse inference on account of the undisclosed assets alleged above.

98 First, I address the Wife's allegations regarding the Husband's PLUS500SG account and his investment activities. The Wife's counsel confirmed at the AM hearing that she was no longer pursuing her claim with respect to the PLUS500SG funds.[137] In the PSRS, the Wife asks that the Husband's PLUS500SG account be disclosed and its value included in the pool.[138] Leaving aside that this is inconsistent with the Wife's withdrawal of this claim at the AM hearing, the request rests on new evidence, in the MEO Report, which the Wife does not have leave to adduce (see [87]–[88] above). Even if that report were considered, the Wife accepts that she does not ask that gross trading deposits be added to the pool, and the documented trading shows moneys passing through the account and back to the cards rather than an undisclosed balance (see [80] above).

---

135 PWS at [60].

136 PWS at [127]–[128].

137 NE 20 August 2026 at p 3 line 32–p 4 line 2.

138 PSRS at [67(c)].

Version No 1: 19 Nov 2026 (15:49 hrs)

99 In so far as the Wife's complaint is that the Husband dissipated assets through speculative trading activities,[139] as set out at [80] above, the Wife has not established that the Husband dissipated matrimonial assets through speculative trading activities. In any case, this has no relation to *non-disclosure* of the assets. It appears that the Wife's main gripe is with the Husband's alleged speculative trading activities during the marriage. She argues that the evidence demonstrates "a consistent course of conduct spanning many years", including "speculative trading, substantial losses, credit-card borrowing, refinancing of family assets, requests for funds from the Wife and her family, written promises to cease trading, and subsequent relapses into further speculative activity".[140] While this pattern of conduct, if established, may be relevant to take into account when assessing the parties' contributions to the marriage (see *UZN v UZM* at [68]), it provides no basis to draw an adverse inference. Her own evidence is that the Husband voluntarily acknowledged the trading activities through "written family reconciliation agreements",[141] and she must thus have been aware of such activities.

100 In the PSRS, the Wife contends that while she might have the knowledge that the Husband traded, this did not mean that she consented to the particular trades on the PLUS500SG platform or to the financing of the trades on credit.[142] Whether or not the Wife consented is a different matter from whether or not she was aware. There is no basis to draw an adverse inference as there was no concealment.

---

139 PWS at [127(f)].

140 JT at p 14; PWS at [80].

141 PWS at [58].

142 PSRS at [23].

Version No 1: 19 Nov 2026 (15:49 hrs)

101 Second, I address the CPF refunds and [M] Property proceeds arising from the properties. At the hearing, counsel for the Wife clarified that she was limiting her claim for CPF refunds to that arising from the [M] Property.[143] The Husband indicated that the $426,215.84 that was returned to CPF and cash in the amount of $283,147.01 would be put back into the pool. Counsel for the Wife informed the court that this concluded their dispute on this issue.[144]

102 Third, I address the Husband's alleged beneficial interest in [D] Property. As stated at [39] above, this is not an appropriate occasion to decide the beneficial interest in [D] Property. However, without commenting on whether the Husband has a beneficial interest in [D] Property, I observe that the Wife has not adduced sufficient evidence to prove that [D] Property is beneficially owned by the Husband in the present proceedings. She relies on the handwritten note, the POA and the loan agreement (see [35] above). However, the Wife did not testify who wrote the handwritten note. It is also unclear from the photo of the handwritten note that she exhibited, who had signed the note. The evidence does not show that there was an agreement for the Husband's brother to hold [D] Property on trust for the Husband, with him having 73% beneficial share. The POA does not advance her case since on the face of the document, it reinforces that the Husband's brother intended to purchase [D] Property. The loan agreement is unsigned and undated. Even if such a loan agreement was signed, it merely shows that the Husband and Wife provided a loan to the Husband's brother to assist him in the purchase of [D] Property. The evidence does not establish a *prima facie* case that the Husband holds an undisclosed beneficial interest in [D] Property (see [95] above).

---

143 NE 20 August 2026 at p 4 lines 4–6.

144 NE 20 August 2026 at p 4 lines 7–10.

Version No 1: 19 Nov 2026 (15:49 hrs)

103 At the AM hearing, the Wife's counsel submitted that the Wife's position was that the loan the Husband advanced to [B] to purchase the property should be added to the pool. However, the Wife's counsel admitted that there is no legal basis to add the loan.[145]

104 I therefore find that the Wife has not established the basis for drawing any adverse inference against the Husband.

(2) Husband's case for an adverse inference

105 The Husband submits that an adverse inference should be drawn against the Wife in respect of:

(a) rental proceeds and sums retained by the Wife, amounting to at least $330,463.52;[146]

(b) the Wife's remittances to China, her [X] shop unit in China and the [Y] condominium;[147] and

(c) the Wife's undisclosed China bank accounts.[148]

106 The sum in (a) includes rental proceeds collected by the Wife, over the course of eight years, rental rebates, sums that the Husband said he transferred to the Wife, proceeds from the sale of a car and about $15,000 worth of jewellery.

---

145 NE 20 August 2026 at p 7 lines 19–24.

146 DWS at [59]–[60].

147 DWS at [61]–[63].

148 DWS at [64].

Version No 1: 19 Nov 2026 (15:49 hrs)

107 There is no suggestion from the Husband that there were sums dissipated by the Wife immediately before the commencement of matrimonial proceedings or after, such that they should be added back into the pool for that reason.

108 The Wife denies benefitting from rental income of around $330,463.52. She submits that this has been used for family expenses, mortgage and property payments.[149] Counsel for the Husband stated that this number is based on the Husband's estimations. I note that this sum relates to rental accrued over the course of around eight years. Counsel for the Husband accepted that it is not out of ordinary for the alleged sum to be used over the course of eight years to fund family expenses, mortgages and properties.[150] I do not find there to be a *prima facie* case of the Wife hiding the proceeds or sums received.

109 The Husband exhibits the receipts of some jewellery and the jewellery that was purchased with it, totalling $3,196.[151] There were also pictures of other (unvalued) pieces of jewellery. Counsel for the Wife informed me at the hearing that the Husband stole the jewellery and has not returned it. Counsel for the Wife pointed to the Wife's evidence that the Husband stole her cash and jewellery.[152] However, reading the Wife's evidence in its entirety, she states that the items were stolen and then returned. She exhibits a screenshot of a WhatsApp exchange she has with the Husband where she sent a picture of various jewelleries and some cash. In the screenshot, she has sent a message to the Husband, stating "Received the jewel[le]ries and foreign currency, which are my belongings and were in my locked safe box." She did not provide any

149 NE 20 August 2026 at p 5 lines 25–26.

150 NE 20 August 2026 at p 6 lines 1–3.

151 DAOM2 at Tab L, pp 419–428.

152 PAOM1 at [250].

Version No 1: 19 Nov 2026 (15:49 hrs)

further response to the Husband's contention that she kept about $15,000 worth of jewellery.[153] On the evidence, I will add the item of jewellery in the amount of $3,196, back into the pool of matrimonial assets. The Husband's counsel agreed to this course at the hearing.[154]

110 With respect to (b), no evidence has been adduced to prove that the Wife *concealed* the China remittances. Further, the China remittances that the Husband referred to took place in 2017.[155] This is substantially before matrimonial proceedings commenced. Consequently, the *TNL dicta* does not apply and there is no basis for such sums to be put back into the pool.

111 As for the [Y] Condominium, the Husband's evidence is that it was bought in 2014 or 2015 with family moneys, including moneys he had transferred to the Wife for safekeeping; that the Wife arranged for it to be held in the name of her brother; and that he transferred $9,000 to the Wife for its renovation.[156] The Wife's evidence is that the purchase moneys came entirely from her parents' own funds following the sale of their previous property, that the property is registered in her brother's name and used by her parents, and that the Husband made no contribution to its purchase or renovation. She exhibits the title deed, which records the property as registered in her brother's name on 19 September 2014. The Husband has not identified any transfer of matrimonial moneys towards the purchase price, nor produced any record of the alleged $9,000 transfer. As with [D] Property (see [37]–[39] above), the property is registered in the name of a third party who is not before the court, and it is

153 PAOM1 at p 991.

154 NE 20 August 2026 at p 6 line 18.

155 DWS at [61].

156 DAOM1 at [48] and [71].

Version No 1: 19 Nov 2026 (15:49 hrs)

neither necessary nor appropriate for me to determine its beneficial ownership: *UDA v UDB* at [56]–[57]. The Husband does not seek to add its value to the pool, but relies on it in support of an adverse inference. On the evidence, there is no *prima facie* case that the Wife holds a concealed interest in the property, and I draw no adverse inference in respect of it.

112 With respect to the [X] Shop Unit, the Husband relies on undated will instructions from the Wife, where she listed a unit in [X] shopping mall in Hunan Province as a property to be passed onto one of her children.[157] The Wife does not deny that she did so, but testified that no property named "[X] Mall" exists under her name.[158] With the leave of court, she filed a supplementary affidavit dated 10 September 2026, to explain that she meant that the proposed purchase of a unit in [X] Mall was never completed and she did not acquire registered title to the unit.[159] She also adduced evidence that the [X] Shop Unit was never completed by the developer.[160]

113 The evidence on [X] Shop Unit is not entirely satisfactory. The development stalled in June 2016, yet the purchase authorisation in favour of the Wife's brother is dated 31 August 2017,[161] and the Wife's evidence does not identify the unit, state what was paid towards it, or say whether any sum is recoverable from the developer. The Husband claims that the Wife transferred a sum of $47,000 to her brother on 27 September 2017 to fund the purchase of

---

157 DAOM2 at p 447.

158 PAOM2 at p 54.

159 Plaintiff's Supplementary Affidavit dated 10 September 2026 at [23] and [25] ("PSA").

160 PSA at [13(a)] and p 10.

161 DAOM2 at p 434.

Version No 1: 19 Nov 2026 (15:49 hrs)

the unit.[162] However, even if the Wife transferred money to her brother, whatever sums were applied towards the unit were paid in 2017, long before matrimonial proceedings were contemplated. Moreover, there is no evidence that the Wife acquired title to the unit or received any refund or other proceeds from it. I therefore find that there is no *prima facie* case that the Wife is concealing an asset in the form of [X] Shop Unit, and no basis to draw a separate adverse inference in respect of it. To the extent that any sums connected with the unit are held in the Wife's China accounts, that is addressed by the adverse inference drawn at [114]–[115] below.

114 With respect to (c), the Wife was ordered in SUM 794/2025 to produce statements for specific China bank accounts and bank cards identified by the Husband, including the Bank of Dongguan bank cards, the China Construction Bank accounts, the Zhejiang MyBank account and her WeChat Pay and Alipay Yu E Bao wallets. In her compliance affidavit, the Wife produced statements for a China Construction Bank account, three bank cards and her WeChat Pay and Alipay Yu'E Bao wallets. She did not, however, produce statements for the Bank of Dongguan accounts, saying that one is inaccessible from Singapore and the other was closed in 2023.[163] She also did not produce statements for two China Construction Bank (Chenzhou) accounts, which she says were closed and unused during the marriage, or for the Bank of China for specified periods, which she says she could not retrieve. She did not address the Zhejiang MyBank account. None of her explanations are supported by any correspondence with the banks. Both requirements in *BPC v BPB* are met in respect of these accounts. There is a substratum of evidence establishing a *prima facie* case of concealment: the Husband has identified the specific accounts, cards and

162 DAOM1 at [74].

163 Plaintiff's Compliance Affidavit dated 23 July 2025 at [3(d)].

Version No 1: 19 Nov 2026 (15:49 hrs)

wallets. The Wife was ordered to produce their statements, and she has neither done so nor substantiated her explanations for not doing so in respect of the accounts highlighted above. This set of undisclosed accounts is in the Wife's own name, and the information is particularly within her access. I therefore find that an adverse inference should also be drawn against the Wife in respect of her undisclosed China bank accounts.

115 Upon drawing an adverse inference, the court may make a finding on the value of an undisclosed asset based on the available evidence and include that value in the matrimonial pool for division (*ie*, quantification approach) or it may order a higher proportion of the known assets to be given to the other party (*ie*, uplift approach). Which approach to adopt is a matter of judgment in each case and the approach should enable the court to most appropriately reach a just and equitable division of the true material gains of the parties' marriage: *UZN v UZM* at [28]–[29]. The value of the assets in the Wife's undisclosed China accounts cannot be quantified on the evidence, precisely because the statements that would show it have not been produced. While the quantification approach may be used even where the value of an undisclosed asset cannot be determined with precision (*UZN v UZM* at [31]), in this case, there is no evidence to even derive a notional value of the assets. The uplift approach is therefore the appropriate means of giving effect to the adverse inference. As I have found no basis for an adverse inference in respect of the rental proceeds or the China properties, the uplift is confined to the undisclosed accounts for which the Wife has not provided any substantiated explanation. It is not a measure of the sums alleged in respect of the rental proceeds, the remittances or the China properties. In fixing the uplift, I have also taken into account that the Wife did produce statements for a number of the accounts, cards and wallets that she was ordered to disclose, so that the non-disclosure is confined to the accounts

Version No 1: 19 Nov 2026 (15:49 hrs)

identified at [114] above. Having regard to the number of undisclosed accounts, the Wife's failure to comply with a specific order for their production, and the size of the pool, I find that an uplift of 3% in favour of the Husband in the final ratio for the division of matrimonial assets, is just, equitable and proportionate.

Pool of Matrimonial Assets

116 Following from the above, the pool of matrimonial assets is set out below:

Joint Assets		
S/No	**Item**	**Value**
1.	UOB joint account	$0.08
	Sub-Total (Joint Assets)	$0.08
Assets in Husband's name		
2.	[M] Property Sale Proceeds: Refund to Husband's CPF on completion	$426,215.84
3.	[M] Property Sale Proceeds: Net cash	$283,147.01
4.	Husband's CPF and bank accounts	$245,131.00
5.	Husband's CPFIS / securities	$3,448.20
6.	Less: Husband's credit card liabilities	$460,853.73
	Sub-Total (Husband's Assets)	$497,088.32
Assets in Wife's Name		
7.	HDB Flat	$398,765
8.	[C] Property	$441,155.76
9.	[E] Pte Ltd: [F] Unit 1	$ 237,398.87
10.	[E] Pte Ltd: [F] Unit 2	$207,370.28
11.	The Wife's local bank accounts	$59,319.84
12.	Wife's CPF account and [R] Investment Account	$160,974.97

Version No 1: 19 Nov 2026 (15:49 hrs)

13.	Motor vehicle (the Car)	$45,682.00
14.	Jewellery	$3,196.00
15.	Less: Wife's credit card liabilities	- $1,186.27
	Sub-Total (Wife's Assets)	$1,552,676.45
	Total	**$2,049,764.85**

Approach for dividing the matrimonial assets

117 The Husband submits that this is a single-income marriage, and that the precedent-based approach in *TNL v TNK* should apply.[164] The Wife submits that this is a dual income marriage, and that the structured approach in *ANJ v ANK* should apply.[165]

118 The Husband relies on *WXW v WXX* [2025] SGHC(A) 2 ("*WXW v WXX*") to argue that the key inquiry focuses on the roles undertaken and discharged by the spouses during the marriage. He argues, in his written submissions, that he was the breadwinner throughout the marriage with a net income of $8,467 per month, while the Wife's current total estimated income is about $700 per month.[166] He argues that the Wife was the primary home-maker.[167]

119 Further, the Husband cites *DBA v DBB* [2024] 1 SLR 459 ("*DBA v DBB*").[168] There, the husband's records showed that the wife took on contract work from 2001, ran her own home-based business from 2003 to 2013, and

164 DWS at [94].

165 JS at p 2.

166 DWS at [89]–[91].

167 DWS at [92(b)].

168 DWS at [86].

Version No 1: 19 Nov 2026 (15:49 hrs)

returned to contract work until 2021 (and had a two-year stint of full-time work); her income across the marriage was $173,706.00 against the husband's $5,766,283.00. The Appellate Division of the High Court held at [13] that the marriage was a single-income marriage "as the Husband was primarily the breadwinner and the Wife was primarily the homemaker for the majority of the marriage". The Husband argues that the Wife's works "mirrors [the work of the Wife] in *DBA v DBB*" as the earnings by the Wife were a "small fraction of the [the Husband's] $8,467.00 net per month".[169]

120 Lastly, the Husband contends that the evidence shows that the Wife retained her moneys and did not apply them to family expenses. He argues that "[a] spouse whose income is withheld from the household cannot describe the household as dual-income".[170]

121 The Wife disagrees with the Husband's position that she was a primary homemaker.[171] Her evidence is that she was employed with Organisation J as a food and beverage manager from 2013 to 2020, commencing her employment at Organisation J with a monthly salary of around $3,000, and ending with a salary of around $4,200 when she resigned.[172] She also testified that she currently earns an average monthly income of $700 from various *ad-hoc* jobs.[173] Specifically, she earns rental income from the HDB Flat and [C] Property,[174] and commission as a multi-level marketing saleswoman.[175] She also started her

---

169 DWS at [92(c)].

170 DWS at [92(d)].

171 JS at p 2.

172 PAOM1 at [156]; NE 20 October 2026 at p 5 line 31.

173 PAOM1 at [51].

174 PAOM1 at [44].

175 PAOM1 at [48].

Version No 1: 19 Nov 2026 (15:49 hrs)

own social media enterprise on or around 2020.[176] Further, she is a director of [E] Pte Ltd, which earns rental proceeds from the [F] Properties, though she states that [E] Pte Ltd has been unable to pay her full salary since the beginning of 2024.[177]

Applicable Law

122 The approach to the division of matrimonial assets under s 112 of the Women's Charter is the structured approach in *ANJ v ANK* ("*ANJ v ANK* approach"). However, the Court of Appeal in *TNL v TNK* at [44]–[46] carved out an exception to the application of the *ANJ v ANK* approach such that the *ANJ v ANK* approach does not apply to single-income marriages because it "tends to unduly favour the working spouse over the non-working spouse".

123 The mere fact that one spouse earns far less than the other does not render the partnership a single-income marriage: *WXW v WXX* at [13]. Instead, "[t]he key enquiry focuses on the roles undertaken and discharged by the spouses during the marriage: what is called for is a qualitative assessment of the roles played by each spouse in the marriage relative to each other": *WXW v WXX* at [13], citing *UBM v UBN* [2017] 4 SLR 921 at [52].

124 In *XKU v XKT* [2026] 1 SLR 187 ("*XKU v XKT*"), the Appellate Division of the High Court held at [49] that "the focus *only* on whether a spouse was the 'primary homemaker' or the 'primary breadwinner' misses the rationale of the holding in *TNL v TNK*" [emphasis in original]. Instead, "[t]he focus ought…to be on whether, due to taking on the homemaking role, that spouse did not earn income which could have been credited as his or her contributions

176 PAOM1 at [43].

177 PAOM1 at [35]–[38].

Version No 1: 19 Nov 2026 (15:49 hrs)

in the structured approach, and is thereby disadvantaged because of the role undertaken": *XKU v XKT* at [50]. This is a fact-sensitive inquiry that requires, amongst other things, a qualitative assessment of the roles of the spouses relative to each other: *XKU v XKT* at [50].

125 While the quantum of income earned by the putative homemaker is not determinative of whether a marriage is a single-income or dual-income, it remains as an indicator to be taken into account in considering the nature of the homemaker's work and the amount of time invested in the work: *XKU v XKT* at [57]. Further, while the engagement of helpers does not in itself diminish the value of a homemaker's role, it can offer insights into how the household and caregiving responsibilities are carried out: *XKU v XKT* at [58].

Decision

126 At the hearing on 20 October 2026, the Wife's counsel confirmed that the Wife was employed at Organisation J from 2013 to 2020.[178] The Husband indicated that he was prepared to accept the Wife's evidence on her duration of employment at Organisation J.[179] Thus, I accept that the Wife was employed from 2013 to 2020 at Organisation J. This is a substantial period, of about seven out of their 12 years of marriage. The present case can also be meaningfully distinguished from *DBA v DBB*.

127 In *DBA v DBB*, the court noted at [12] that *TNL v TNK* envisaged that in some single-income marriages, the spouse who is primarily the homemaker may also work part-time or intermittently over the course of the marriage. In *DBA v DBB*, the parties were married for 31 years. The court found that the marriage

178 NE 20 October 2026 at p 5 line 31.

179 NE 20 October 2026 at p 4 lines 19–23.

Version No 1: 19 Nov 2026 (15:49 hrs)

was a single-income marriage as the husband was primarily the breadwinner and the wife was primarily the homemaker for the majority of the marriage, notwithstanding the fact that the wife took on contract work, started her own business and had a two-year stint of full-time work (see [119] above). The court also observed that the parties' work history over the years corroborated the wife's account that she was the primary homemaker, and the husband's counsel could not point to evidence that there had been someone else other than the wife who played the role as a caregiver of their three children when the children were younger: at [16].

128 Further, the husband in *DBA v DBB* had an income of $5,766,283 from 1990 to 2021, while the wife's income was only $173,706. While the court stressed that a large disparity of income, on its own, did not transform a marriage into a single-income marriage, it observed that the disparity was consistent with the wife's narrative that she was the primary homemaker: at [17]. As the court in *XKU v XKT* pointed out, this meant that the wife in *DBA v DBB* earned a "very modest average monthly sum" of $466 over 31 years: at [56]. Meanwhile, the husband earned a significantly larger monthly sum of $15,500.76.

129 In contrast, in the present case, the Wife was in *full-time* employment for a large part of their marriage (*ie*, about seven of the 12 years of the marriage). She also had assistance of helpers during the marriage. While there is no clear evidence of the Wife and the Husband's total earnings during the full course of their 12-year marriage, the available evidence does not show an income disparity akin to that in *DBA v DBB*. The Wife earned around $3,000, rising to around $4,200, per month during her years at Organisation J. The Husband has disclosed his salary from employment that began on 2 January 2024, after the

Version No 1: 19 Nov 2026 (15:49 hrs)

date of IJ.[180] His basic pay at this job was $9,800 per month, which has been revised upwards recently to $10,558. According to the Husband, he was previously employed in a "senior management position" in the construction sector and he had worked at this company for about 18 years.[181] However, there is no evidence of what he earned during the marriage. Even taking his present income as a guide, it is about two to three times what the Wife earned while she worked full time, which is far from the disparity in *DBA v DBB*. While there is no evidence of what the Wife earned consistently ever since she quit her full-time job, her evidence is that she presently earns an average monthly income of $700, which is higher than the average monthly sum in *DBA v DBB*. Her reported income for the 2023 year of assessment, which includes rental income, was higher still (see [196] below).

130 More importantly, the rationale for the *TNL v TNK* approach to single-income marriages is to protect a spouse who, due to taking on the homemaking role, did not earn income which could have been credited as his or her contributions in the *ANJ v ANK* structured approach (see [122] and [124] above). That is not the case here. The Wife was in full-time employment for about seven of the 12 years of the marriage. The help of domestic helpers and of the Husband's mother enabled her to do so (see [160(b)]–[160(c)] below). Her role as the primary caregiver is recognised in the assessment of indirect contributions under the structured approach. On a qualitative assessment of the parties' roles, I do not find that the Wife was disadvantaged by her homemaking role in such a manner that the *ANJ v ANK* approach would fail to sufficiently recognise. I note also that the Wife herself seeks the application of the *ANJ v ANK* approach.

---

180 Husband's Supplemental Affidavit dated 25 September 2026 ("DSA-1") at [10]–[12].

181 DAOM1 at [98].

Version No 1: 19 Nov 2026 (15:49 hrs)

131 I therefore find that this is a dual-income marriage and that the *ANJ v ANK* approach applies.

Direct contributions

132 In *WFE v WFF* [2023] 1 SLR 1524 ("*WFE v WFF*") at [37], the court held that "it is common for the court to total up the values of each party's solely owned assets and credit them as direct contributions of that party". However, this general approach is "premised on the solely *owned* assets being solely *acquired* by that party". Where a party asserts that he or she contributed to the acquisition of an asset solely owned by the other party, he or she may show proof of his or her contributions. In determining direct contributions, the court focuses on the contributions towards the acquisition of the matrimonial assets and not on the ownership of the assets during the marriage. This is a strictly evidential exercise that is done on a broad-brush basis.

133 Parties disagree on the direct contributions to the following assets:

(a) [M] Property Sale Proceeds;

(b) HDB Flat;

(c) [C] Property;

(d) [F] Properties; and

(e) the Car.

134 Pursuant to my directions at the hearing on 20 August 2026, the parties filed a Joint Table of Direct Financial Contributions ("JTDFC"), dated 1 and 2 October 2026, setting out their positions on the HDB Flat, [C] Property, [F]

Version No 1: 19 Nov 2026 (15:49 hrs)

Properties and the Car. The approach discussed at that hearing, which counsel accepted, is that each party is credited with the payments he or she is shown to have made towards the acquisition of an asset, while mortgage repayments funded by rental proceeds, which formed part of the family's savings, are attributed equally to both parties. The Wife maintains in the JTDFC that the HDB flat and [C] Property should be excluded, and states her alternative positions that the contributions on the two properties should be 100:0 in her favour; she does not apply the agreed approach to rental-funded payments.[182] As will be apparent, parties engaged in fairly detailed submissions on their respective direct contributions. At the same time, there were significant evidential gaps. I have thus assessed their submissions as made. I reiterate that in line with the guidance in *WFE v WFF* at [37], this is done on a broad-brush approach, on the available evidence.

[M] Property

135 The Husband submits that he made 100% direct contributions to [M] Property as he funded its purchase through his salary, CPF, credit card borrowings and family loans.[183] The Wife argues that she loaned $44,430 towards the purchase of the property on 4 May 2017, which was paid back on 27 September 2017.[184]

136 On the Wife's account, she was paid back for the sum she contributed. As such, she cannot be credited for the direct financial contribution. I have considered whether, consistent with the approach discussed at the hearing, any part of the [M] Property mortgage repayments was funded by rental proceeds

182 JTDFC at [2] and pp 2 and 7.

183 DWS at [71].

184 JS at p 26.

Version No 1: 19 Nov 2026 (15:49 hrs)

and should hence be attributed equally. The [M] Property was not included in the JTDFC, and neither party has identified or quantified any mortgage repayments on the [M] Property that were funded by its rental income. The Wife's claim to rental income from the [M] Property was unsupported by any evidence of how it was derived (see [48] above). In the absence of such evidence, the entire value of [M] Property should thus be credited as the Husband's direct financial contributions.

HDB Flat

137 As stated at [7] above, the HDB Flat was acquired by the Husband prior to the marriage. In November 2011, the Husband transferred his 50% share in the flat to the Wife without consideration. In 2016, the Husband transferred the remaining 50% share to the Wife against a refund of $99,247.11 into his CPF account, made up of $76,394 in cash paid from the Wife's DBS account and $22,853.11 from the Wife's own CPF account.[185]

138 The Wife's position is that she should be credited with 100% contribution for the HDB Flat as the Husband has transferred his entire share in the property to her.[186] The Husband's position is that the direct contributions to the HDB Flat should be 86:14 in his favour.[187] The Husband contends that the mere transfer of the CPF refund by the Wife for 50% of the HDB does not translate to 50% of the contributions. The flat was valued at $332,000 at the date of the marriage,[188] but what was paid was merely the mandatory CPF refund of $99,247.11. Further, the source of the Wife's payment of CPF refunds was from

185 PAOM1 at [257]–[259].

186 JTDFC at p 2.

187 JTDFC at p 2.

188 PAOM1 at pp 996–997.

Version No 1: 19 Nov 2026 (15:49 hrs)

rental proceeds and the Husband's credit card debts (*ie*, parties' matrimonial savings).

139 I do not accept either party's computation. The Wife's position of 100:0 rests on the 2011 transfer and the 2016 conveyance. However, the assessment of direct contributions focuses on contributions towards the acquisition of an asset and not on how title came to be held: *WFE v WFF* at [37]. The 2011 transfer was made without consideration and is not a financial contribution by the Wife. Any inequity said to arise from it is a matter for the final apportionment (*Tan Hwee Lee* at [41]; see [17] above), and the Wife has not shown that it would be clearly inequitable for the Husband to share in the flat. In addition, the flat was the matrimonial home for the early years of the marriage, the 2016 conveyance was made against a refund into the Husband's CPF account, and the Wife has not shown that the Husband intended to renounce permanently all beneficial interest in the flat.

140 The Husband, for his part, credits himself with the full value of the flat at the date of the marriage ($332,000) while the $99,247.11 refunded into his CPF account in 2016 is also credited to him, as part of his CPF moneys, in the pool. Crediting the Husband with the full $332,000 would count that sum twice. The Husband's own computation for [C] Property excludes the CPF moneys refunded to him on the transfer of that property for this reason, and the same approach should apply here.

141 As for the $76,394 in cash, the Wife's explanation that it came from loans from her sister is not borne out by the documents: the $46,470 was received in August 2016, after the cashier's order of 24 May 2016; the $20,960 is given two different dates in her affidavit; and the two sums do not add up to the amount paid. The Husband transferred $15,000 into the same account in

Version No 1: 19 Nov 2026 (15:49 hrs)

May 2016, and the Wife has not produced the statements for that account for the months before August 2016.

142 Consistent with the approach discussed at the hearing, I treat the $76,394 in cash as coming from the family's savings and attribute it equally to both parties (*ie,* $38,197 each). The flat was acquired by the Husband before the marriage, and neither party has adduced evidence of the Husband's actual payments towards its acquisition. The Wife exhibits a valuation report dated 23 August 2011, the same year parties got married, valuing the HDB Flat at $332,000.[189] In the absence of other evidence, this is a fair proxy for the Husband's contribution to the flat as it stood when the marriage began. The Husband's direct contribution is thus $270,949.89 ($332,000 less $99,247.11 (refunded into his CPF), plus $38,197 (his share of $76,394)) and the Wife's direct contribution is $61,050.11 ($22,853.11 (drawn from her CPF) plus $38,197 (her share of $76,394)). The direct contributions to the HDB Flat are therefore about 82:18 in the Husband's favour.

[C] Property

143 The Husband's position is that the direct contributions to [C] Property are about 57:43 in his favour.[190] He credits himself with about $55,000 in cash paid towards the downpayment[191] and attributes equally to both parties: (a) the reduction of the UOB loans from $485,435.05 to $358,844.24 ($126,590.81), which was paid from rent; (b) the Wife's payments of $70,298.26 into his CPF account on the 2017 transfer; and (c) the Additional Buyer's Stamp Duty ("ABSD"), legal fees and 2019 top-up totalling $60,242, on the basis that these

189 PAOM1 at pp 996–997.

190 JTDFC at p 7.

191 DWS at [73].

Version No 1: 19 Nov 2026 (15:49 hrs)

were funded from retained rental proceeds. He does not count the $42,000 of CPF moneys used for the downpayment or the mortgage instalments paid from his CPF, as these were refunded into his CPF account in 2017.

144 The Wife maintains the argument that the direct contributions should be deemed 100:0 in her favour, relying on her payments of $95,000 and $37,000 at the time of purchase and her payment for the Husband's interest.[192] Regarding the latter payment for the Husband's interest, the Wife stated that the "transfer price [was] $330,000" but the "payment total [was] $107,298.26".[193] Counsel for the Wife clarified that her case for direct contributions in this respect is on the basis that she paid $107,298.26.[194]

145 I find that the Wife's position cannot be accepted. As stated at [29] above, she has not adduced evidence to prove her payment of $95,000 or that she contributed to the majority funding of the property. Her claimed payments of $132,000 at acquisition exceed the entire downpayment of $118,635.20, and she does not apply the approach to rental-funded payments discussed at the hearing.

146 The Husband's computation broadly follows the approach discussed at the hearing (see [134] above), but two adjustments are warranted.

147 First, the Husband's $55,000 figure is, on his own evidence, "based on [his] memory and brief records",[195] and his own message acknowledges that the Wife paid $37,000 towards [C] Property (see [29] above), whereas the Husband

---

192 JTDFC at p 7.

193 JTDFC at p 10.

194 NE 20 October 2026 at p 3 line 33–p 4 line 1; PAOM1 at [268].

195 DAOM1 at [65].

Version No 1: 19 Nov 2026 (15:49 hrs)

credits her with a net $11,635.20 on the downpayment. I have considered whether the $37,000 referred to in that message is instead the cash component of the Wife's payment of $107,298.26 for the Husband's interest in 2017, of which $70,298.26 was paid into the Husband's CPF account. I find that it does not and that the $37,000 was paid towards the 2011 downpayment. The Wife's consistent evidence is that she remitted the sum from China in mid-2011,[196] and the Husband accepts that he "borrowed the remaining monies for the downpayment from the Plaintiff". Further, I note that the balance of the $107,298.26, after deducting the $70,298.26 paid into the Husband's CPF account, is $37,000. However, on the Wife's own breakdown of the $107,298.26, the non-CPF items comprise the ABSD, legal fees and a 2019 top-up, which were paid to third parties and not to the Husband. The Husband's message acknowledging that the Wife paid $37,000 for [C] Property is consistent with the Wife's evidence of a remittance from China at the time of purchase, and the Husband has not suggested that the message referred to the 2017 buy-out. The cash balance of the buy-out is not separately credited to either party. As the Husband's own figure of $55,000 rests on his memory and brief records, I do not accept it in preference to his written acknowledgment of the Wife's payment of $37,000. While the Husband said in his affidavit that he later returned $10,000 of the borrowed downpayment moneys to the Wife,[197] there is no documentary evidence relating to this stated refund. I therefore credit the Wife with $37,000. The cash component of the downpayment is $76,635.20 (downpayment of $118,635.20 less Husband's contribution from CPF of $42,000).[198] After deducting the Wife's share of the downpayment ($37,000), the Husband's cash contribution is correspondingly about $39,635.20.

---

196 PAOM1 at [97] and [265].

197 DAOM1 at [67]; JTDFC at p 9.

198 DAOM1 at [64]–[65]; JTDFC at p 9.

Version No 1: 19 Nov 2026 (15:49 hrs)

148 Second, the Husband's contention that the 2017 buy-out payments, ABSD, legal fees and 2019 top-up were funded from rental proceeds rests on his assertion[199] rather than on tracing, and the Wife was in employment for part of this period. At the same time, the Wife has not produced the statements that would show the source of these payments. On a broad-brush basis, I attribute these sums equally.

149 On this basis, the Husband's direct contribution is about $168,200 and the Wife's about $165,566, and I find the direct contributions to [C] Property to be 50:50.

150 As with the HDB Flat (see [139] above), I have considered whether the 2017 transfer of Husband's interest in [C] Property to the Wife calls for any further adjustment in the Wife's favour. Bearing in mind the observations in *Wan Lai Cheng* at [115] (see 17] above), I do not think that the Wife has showed that the Husband evinced a permanent intention to renounce his interest in the asset when he transferred his interest to the Wife. The 2017 transfer was made against payment by the Wife for the Husband's interest, which I have taken into account above. The Husband's evidence that the transfer was made for tax and stamp duty reasons (see [27] above) has not been displaced. I therefore make no further adjustment in respect of [C] Property.

[F] Properties

151 [F] Unit 1 was bought for $240,000, of which $192,000 was financed by a UOB loan. The Husband paid the $2,400 option fee and the $13,100 due on the exercise of the option (the balance of the 5% deposit and stamp duties), and he transferred a further $34,000 for completion. The Wife's position is that these

199 DAOM2 at [86].

Version No 1: 19 Nov 2026 (15:49 hrs)

were loans that she repaid: $13,100 on 13 October 2020, and the $34,000 through payments of $16,000 and $13,700 and a set-off of $4,300 against a car. The Husband accepts that $47,100 was returned, but he submits that it was paid out of [E] Pte Ltd's UOB account and the Wife's DBS account, into which the rental proceeds were paid, so that it is attributable to both parties equally.

152 I accept the Husband's submission. The [E] Pte Ltd account from which the $16,000 was repaid is the account into which the tenant's rent was paid, and the Wife has not identified any other source of the repayments. Consistent with the approach discussed at the hearing, the $47,100 and the reduction of the loan from $192,000 to $157,601.13 ($34,398.87), which was paid from rent, are attributed equally to both parties. The $2,400 option fee was not repaid and is credited to the Husband. This gives direct contributions of about 51:49 in the Husband's favour for [F] Unit 1.[200]

153 [F] Unit 2 was bought by [E] Pte Ltd for $272,000, of which $217,600 was financed by a UOB loan. The loan was reduced to $187,629.72 by 29 April 2024 and this reduction of $29,970.28, paid from rent, is attributed equally to both the Husband and Wife. Of the $54,400 balance that was not financed, the Husband transferred $45,000 to the Wife in four sums between 23 July and 13 August 2021, raised on his credit cards, from his investments and from his savings. The Wife accepts that $40,000 of this remains owing to the Husband. The Wife says that $5,000 was repaid on 10 September 2021.[201] While the Husband disputes this,[202] it is also the Husband's own case that the Wife owes him $40,000, not $45,000 and he seeks repayment of that sum alone (see [55]

---

200 PAOM1 at [283].

201 PAOM1 at [281].

202 JTDFC at p 18.

Version No 1: 19 Nov 2026 (15:49 hrs)

above). I therefore accept that only $40,000 of the $45,000 remained outstanding. I have held at [67] above that the Wife is to repay the $40,000 owed to the Husband, and that this is accounted for in the sums the parties are entitled to in the division of their matrimonial assets. The Husband cannot both be repaid that sum and be credited with it as his direct contribution. As the Wife is to repay the $40,000, that sum is credited to her. The $5,000 that was repaid, and the remaining $9,400 of the $54,400 which the Husband has not shown that he paid, are likewise credited to the Wife. Thus, I accept that the Husband contributed $14,985.14 and the Wife contributed $69,385.14 ($5,000+$9,400+$14,985.14+$40,000). The direct contributions to [F] Unit 2 are therefore about 18:82 in the Wife's favour.

The Car

154 The Husband claims that he contributed $26,634 to the purchase of the Car, bought around February 2023, comprising $25,000 paid to the dealer, a $25 transfer fee and one hire-purchase instalment of $1,609.[203] The Wife does not deny that the Husband contributed $25,000 towards its purchase. The Wife contends that she paid $14,979.46 to the dealer on 10 February 2023 and has since paid the monthly hire-purchase instalments and other expenses for the vehicle.[204] The hire-purchase agreement records a cash price of $84,000, no initial payment by the hirer, and 59 monthly instalments of $1,609 from February 2023. On the acquisition payments alone, taking the Husband's $25,000 that is not disputed, the ratio is about 63:37 in the Husband's favour. The Wife has not produced a full instalment schedule, but if she is credited with the instalments up to the valuation date (about 13 instalments of $1,609, the

203 DAOM2 at [102].

204 JTDFC at p 22.

Version No 1: 19 Nov 2026 (15:49 hrs)

Husband having paid one), the ratio is about 43:57. Running expenses are not contributions to acquisition. Taking a broad-brush approach, I apportion the direct contributions to the vehicle equally.

Summary

155 In summary, I find that the Husband would have made significant direct contributions in view of his funding of the [M] Property through his salary, CPF moneys and borrowings (see [135]–[136] above) and the CPF savings he accumulated over his employment. At the same time, the Wife's direct contributions are not insignificant, bearing in mind that she has been credited with substantial direct contributions to [C] Property and the [F] Properties, which together form about 43% of the value of the pool of matrimonial assets, and should be given appropriate weight in the apportionment of the final ratio.

Ratio of direct contributions

156 Following from the above, the parties would be treated as having contributed to the joint assets 50:50, while the Husband would be credited with 100% of the direct contributions to the assets in his sole name. I credit 100% of the direct contributions to the assets in the Wife's sole name to the Wife, except for the following assets where she is treated as having contributed as follows: HDB Flat (18%), [C] Property (50%), [F] Unit 1 (49%), [F] Unit 2 (82%) and the Car (50%). The Husband is treated as having contributed to these assets as follows: HDB Flat (82%), [C] Property (50%), [F] Unit 1 (51%), [F] Unit 2 (18%) and the Car (50%).

157 The Husband is credited above with payments that he funded through his credit cards. The credit card liabilities that are deducted from the pool (see [75]–[92] above) must correspondingly be debited against the Husband's direct

Version No 1: 19 Nov 2026 (15:49 hrs)

contributions. Otherwise, the Husband would be credited with assets acquired with borrowed moneys while the repayment of those borrowings is borne by both parties through the pool, and the parties' direct contributions would not add up to the net value of the pool. Where payments have instead been attributed equally to both parties as family savings (see [142] and [152] above), the Husband has not shown which of those payments, if any, were drawn from his credit cards rather than from rental proceeds or other family funds, and I make no adjustment to the debit on that account.

158 This is set out in the table below.

Asset	**Net value**	**Husband's direct contribution**	**Wife's direct contribution**
UOB joint account	$0.08	50% ($0.04)	50% ($0.04)
[M] Property sale proceeds: refund to the Husband's CPF	$426,215.84	100% ($426,215.84)	0%
[M] Property sale proceeds: net cash	$283,147.01	100% ($283,147.01)	0%
Husband's CPF and bank accounts	$245,131.00	100% ($245,131.00)	0%
Husband's CPFIS / securities	$3,448.20	100% ($3,448.20)	0%
Less: Husband's credit card liabilities	–$460,853.73	100% (–$460,853.73)	0%
HDB Flat (see [142] above)	$398,765.00	82% ($326,987.30)	18% ($71,777.70)
[C] Property (see [149] above)	$441,155.76	50% ($220,577.88)	50% ($220,577.88)
[E] Pte Ltd: [F] Unit 1 (see 152] above)	$237,398.87	51% ($121,073.42)	49% ($116,325.45)
[E] Pte Ltd: [F] Unit 2 (see [153] above)	$207,370.28	18% ($37,326.65)	82% ($170,043.63)
Wife's local bank accounts	$59,319.84	0%	100% ($59,319.84)
Wife's CPF account and [R] Investment Account	$160,974.97	0%	100% ($160,974.97)
Car (see [154] above)	$45,682.00	50% ($22,841.00)	50% ($22,841.00)

Version No 1: 19 Nov 2026 (15:49 hrs)

Asset	**Net value**	**Husband's direct contribution**	**Wife's direct contribution**
Jewellery	$3,196.00	0%	100% ($3,196.00)
Less: Wife's credit card liabilities	–$1,186.27	0%	100% (–$1,186.27)
Total	**$2,049,764.85**	$1,225,894.61	$823,870.24
Ratio of direct contributions		**59.8%**	**40.2%**

159 The Wife's share of direct contributions would thus be $823,870.24, while the Husband's share would be $1,225,894.61. Their ratio of direct contributions is therefore about 59.8:40.2 Husband:Wife.

Indirect contributions

160 Indirect contributions include contributions to the welfare of the family, such as looking after the home and caring for the children, as well as financial contributions to the household: s 112(2)(*d*) of the Women's Charter. They are assessed broad-brush across the whole marriage, by a qualitative comparison of the roles that each party played. In this case:

(a) The Husband does not dispute that the Wife was the primary caregiver.

(b) The Wife states that she paid the Husband's mother to help care for one of their children from 2012 to 2016, for about five out of the 12 years of marriage.[205]

(c) She also states in her affidavit that throughout their marriage, there were two helpers who took care of the children, cooked food and

[205] JS at p 2.

Version No 1: 19 Nov 2026 (15:49 hrs)

tidied up the house.[206] She made the decision to engage a helper in April 2014 to assist her with taking care of the children while she worked full-time.[207] It has been held that the employment of a domestic helper will "naturally [reduce] the burden of homemaking and caregiving responsibilities undertaken by the parties", but the Wife's indirect contributions may still be significant if she had played a part in training, managing and supervising duties assigned to the helpers: *YAM v YAN* [2026] SGHCF 14 at [125]. While the Wife would not have had to give as much supervision or training to her mother-in-law, she would likely have played a part in supervising or training the two helpers. The help that the Wife had therefore reduced, but did not displace, her role as the primary caregiver. At the same time, it also reflects that the Wife engaged help so that she could work full time: for most of the marriage, she combined full-time employment with being the children's primary caregiver (see [129] above).

(d) In addition, from November 2021, when the Husband was excluded from the home under the Domestic Exclusion Order ("DEO"), until the date of IJ in February 2024, the Wife cared for the three children on her own, with the Husband's access to them supervised. That is over two of the 12 years of the marriage. I take this into account as a matter of who in fact cared for the children during that period, and not as a consequence of the Husband's conduct, which I address at [162]–[165] below.

---

206 PAOM1 at [161].

207 PAOM1 at [159].

Version No 1: 19 Nov 2026 (15:49 hrs)

161 There is no reason to disbelieve the Husband that he was involved with the children, even while he concedes that the Wife was the primary caregiver for the children. As the Husband's credit card liabilities are, on his own account, primarily used to acquire the various properties, I do not take that into account for purposes of indirect contributions. I do not make a further adjustment for the Husband's credit card borrowing in assessing indirect contributions. The Wife has not shown what part of the liabilities at the date of IJ is attributable to trading losses rather than to the acquisition of the properties (see [80] above), and the liabilities deducted from the pool are debited in full against the Husband's direct contributions (see [158] above), so their cost is borne by the Husband in the assessment of contributions. At the same time, on the evidence available, the Husband's income was higher than the Wife's (see [129] above), and he likely bore a sizable share of the household's expenses. I take this into account as a financial indirect contribution. However, a substantial part of the Husband's income went towards the acquisition of the properties, for which he has been credited as direct contributions (see [132]–[158] above), and I do not count those payments a second time.

162 The Wife submits that the performance of her role as the primary caregiver, in the face of violence, intimidation and harassment, should weigh in her favour as regards indirect contributions.[208] She relies on *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 ("*Chan Tin Sun*") at [27] to argue that the Husband should be accorded negative contributions, and on the Personal Protection Order ("PPO") and DEO currently in place, as well as the criminal convictions against the Husband.[209]

---

208 PWS at [90].

209 PWS at [126]–[128].

Version No 1: 19 Nov 2026 (15:49 hrs)

163 On 6 October 2021, PPOs were granted in favour of the Wife and the children. On 1 November 2021, a DEO was granted. The Husband's access to the children is through DSSA supervised access.

164 In addition, the Husband was convicted after trial, and sentenced on 4 May 2026, on charges relating to offences under s 336(*a*) of the Penal Code 1871 ("PC"), s 3(1) of the Protection from Harassment Act 2014, s 65(8)(*a*) of the Women's Charter 1961 for contravening the PPO against him and s 352 of the PC. All four proceeded charges involved the Wife as the victim and arose from a single episode on the evening of 18 December 2023, in which the Husband chased the Wife's car and cut into her lane several times, stopped and slammed on her car window, and charged at her to snatch her handphone.[210] Sixteen further charges, all involving the Wife as the victim, were taken into consideration for the purpose of sentencing. They arise from seven other occasions between June 2022 and October 2023. They comprise seven charges for contravening the PPO and other charges for voluntarily causing hurt, criminal force, intentionally causing alarm, mischief and theft.[211] The Husband was sentenced to fifteen weeks' imprisonment in total, together with a 12-month driving disqualification. He has served his sentence and was released from custody on 15 September 2026.[212]

165 In *Chan Tin Sun*, the court saw no objection, in principle, to ascribing a negative value to a spouse's misconduct. It was observed there, that in the "situation where a spouse not only fails to contribute to the partnership of efforts that is the marriage, but also engages in conduct that fundamentally undermines

---

210 Defendant's Supplemental Affidavit dated 9 October 2026 at pp 4–7.

211 Defendant's Supplemental Affidavit dated 15 October 2026 at [3].

212 DSA-1 at [6] and [8].

Version No 1: 19 Nov 2026 (15:49 hrs)

the co-operative partnership and harms the welfare of the other, the same reasoning would apply and a *negative* value could plausibly be ascribed to such conduct": at [27]. The court should, however, only have regard to conduct that is both extreme (*ie*, manifestly serious) and undisputed: at [25]. Following from this, I do not consider the 38 incidents which the Wife cites, as these are disputed by the Husband. On the other hand, the PPO and DEO as well as the Husband's convictions are not disputed. Nor are the charges taken into consideration, which may only be taken into consideration where the accused admits to having committed the offences and consents: s 148(1) of the Criminal Procedure Code 2010. Nevertheless, for the reasons below, I do not consider that they warrant ascribing a negative value to the Husband's contributions.

(a) First, the PPO and DEO were granted by consent, and do not themselves establish the relative blameworthiness of the parties involved: *XHI v XHJ* [2026] SGHCF 19 ("*XHI v XHJ*") at [82].

(b) Second, the Husband's conduct in relation to his convictions and the 16 charges taken into account, took place over about 18 months, between June 2022 and December 2023. All of it took place after the PPO and DEO had been made in October and November 2021 and after the Husband had been excluded from the matrimonial home, at the tail end of their marriage. A negative value is ascribed, if at all, as part of the exercise of valuing a spouse's contribution to the marriage, and not to punish the wrongdoing spouse: *Chan Tin Sun* at [28]. The bulk of the parties' contributions were made in the decade before November 2021, and the Husband's later conduct, however unjustifiable, does not diminish the value of those contributions. That the Wife cared for the children on her own during this period is credited to her as a matter of who in fact performed that role (see [160(d)] above); it does not follow

Version No 1: 19 Nov 2026 (15:49 hrs)

that the Husband's conduct during the same period must be ascribed a negative value. The Husband has been punished for this conduct in the criminal proceedings, where the charges taken into consideration were reflected in his sentence. The facts are also markedly different from those in *Chan Tin Sun*, where the wife embarked on a premeditated course of action to harm the husband by poisoning him over a period of time, and her indirect contributions to the welfare of the family were drastically reduced from that time: at [54]–[55] and [58].

166 Weighing these matters in the round, the Wife's role as the primary caregiver of the three children throughout the marriage, which she combined with full-time work for a large part of it and carried on her own for the last two years before IJ, outweighs the Husband's financial support of the household and his involvement with the children. The ratios found in comparable dual-income marriages provide a guide.

(a) In *BPC v BPB*, the Court of Appeal upheld a ratio of 35:65 in the wife's favour in a 17-year marriage with two children, in which the wife worked full time in senior roles, contributed more to the family finances in the earlier years and bore the main caregiving responsibilities, which increased as the husband travelled to frequently and was then stationed in Shanghai on a full-time basis: at [83]–[85].

(b) In *XKU v XKT*, the Appellate Division of the High Court found a ratio of 20:80 in the wife's favour in a marriage of about 24 years with three children, in which the husband paid most of the family expenses but worked overseas for long periods and returned to Singapore only every few months, and the wife, who earned a modest and irregular income, shouldered very substantial homemaking responsibilities,

Version No 1: 19 Nov 2026 (15:49 hrs)

notwithstanding that the family had a domestic helper throughout: at [65]–[68].

(c) In contrast, in *XJI v XJJ* [2025] SGHCF 17, an equal ratio was found in a 12-year marriage with three children, where the husband worked part-time and shared in the children's care, including taking them to school: at [1] and [25].

167 The present case falls between *BPC v BPB* and *XKU v XKT*, and it is much closer to *BPC v BPB*. The Wife in this case cared for three children (rather than two children as in *BPC v BPB*), albeit over a shorter length of marriage. While there is no evidence that the Wife contributed more to the family finances in the earlier years as was the case in *BPC v BPB*, the Wife did work for the majority of the marriage and would have made contributions to family finances. In *BPC v BPB*, the wife bore the main caregiving responsibilities while her husband was outstationed in Shanghai. Here, the Wife did so without the Husband, for more than two years, after the DEO. In contrast to the facts in *XKU v XKT*, the marriage here was about half the length of that in *XKU v XKT*, the Husband lived in the home and was involved with the children until November 2021, and the Wife was assisted by the Husband's mother and two domestic helpers.

168 Taking into account all the circumstances and the precedents, I am of the view that a fair apportionment of the indirect contributions of the parties is 35:65 (Husband:Wife).

Version No 1: 19 Nov 2026 (15:49 hrs)

Overall ratio for distribution of matrimonial assets

169 Parties have not submitted that the weightage between direct and indirect contributions should be uneven. I also see no basis to adopt such an approach. They are hence given equal weightage.

170 Following from this, the overall ratio, before taking into account adverse inferences, would be about 47.4:52.6 Husband:Wife (being the average of 59.8:40.2 and 35:65).

171 I have explained above that no adverse inference can be drawn against the Wife in respect of her receiving proceeds and sums amounting to $330,463.52, but that an adverse inference should be drawn against the Wife for her undisclosed China bank accounts (see [114]–[115] above). No adverse inference is drawn in respect of the [X] Shop Unit or the [Y] condominium (see 111112] above).

172 After an uplift of 3% in the Husband's favour for the adverse inference drawn against the Wife, the final ratio for the apportionment of the pool of matrimonial assets is 50.4:49.6 for Husband:Wife.

Custody and Access of the Children

Custody of the Children

173 The Wife seeks sole custody of the children, while the Husband seeks joint custody.[213] The Wife submits that the Husband has a history of violence against her and the children. She relies on the PPO and DEO and the numerous

[213] JS at p 4.

Version No 1: 19 Nov 2026 (15:49 hrs)

police reports she filed against the Husband for family violence.[214] The Wife also relies on the Husband's convictions on four charges and the charges taken into consideration (see [164] above).[215]

174 The Husband claims that the Wife has filed false police reports against him.[216] He denies the Wife's allegations of violence towards the children.[217] He argues that the offences of which he was convicted, and the charges taken into consideration, involved conduct aimed at the Wife, and not the children, and should not displace joint custody.[218] Further, as the PPO and DEO were ordered by consent, there was no finding of abuse on his part.[219]

175 In *CX v CY* [2005] 3 SLR(R) 690 ("*CX v CY*"), the Court of Appeal held at [24] that generally, joint or no custody orders should be made with sole custody orders being an exception to the rule. Joint or no custody orders preserve joint parental responsibility and remind parents that the law expects both of them to co-operate to promote the children's best interests: at [25]–[28]. The Court of Appeal also observed at [38] that there may be exceptional circumstances where sole custody orders are made, "where one parent physically, sexually, or emotionally abuses the child" or "where the relationship of the parties is such that co-operation is impossible even after the avenues of mediation and counselling have been explored, and the lack of co-operation is harmful to the child".

---

214 PWS at [41]–[50] and [98].

215 PWS at [48].

216 DAOM2 at [21]–[22].

217 DSS at [18(b)].

218 DSS at [18].

219 DSS at [18(c)]–[18(d)].

Version No 1: 19 Nov 2026 (15:49 hrs)

176 The Wife has filed police reports with allegations of violence against the children,[220] but these allegations have yet to be proven. With regard to the investigation outcomes for these allegations, she has only been able to produce one letter from the police administering a 12-month conditional warning against the Husband on 1 September 2022 for harassment and breach of PPO.[221] The Wife's allegations of violence and threats by the Husband towards the children are disputed by him. On the other hand, the conduct of which the Husband has since been convicted, and the charges taken into consideration, are not in dispute (see [164]–[165] above). They show a course of family violence by the Husband against the Wife over some 18 months, including eight breaches of the PPO (one proceeded and seven taken into consideration). However, while such conduct is serious, all of the charges concern the Wife as the victim. The charges do not directly involve the children. There is no finding or independent evidence before the court that the Husband has abused the children. I hence do not find evidence of child abuse, which *CX v CY* highlighted as one of the exceptional circumstances that justifies sole custody.

177 I will first examine the custody issues in respect of C2 and C3. It bears reiterating that custody concerns the important long-term decisions on matters such as the children's religion, education and major healthcare: *CX v CY* at [35]. It has been observed that some degree of acrimony is to be expected when parties are undergoing the stresses of a marital breakdown, and the parties' inability to co-operate during the divorce proceedings does not equate to an inability to agree on the children's future long-term interests: *CX v CY* at [36].

---

220 PAOM1 at Tab 6 (pp 230–274).

221 PAOM1 at Tab 5 (pp 211–212).

Version No 1: 19 Nov 2026 (15:49 hrs)

178 Taking into consideration the circumstances, I order that there be joint custody of C2 and C3. Such an arrangement would be in their best interests. In making such an order, I have considered whether the history of family violence by the Husband against the Wife, including his breaches of the PPO, and existence of the PPOs in this case makes joint decision-making impracticable. Decisions on the children's long-term matters are infrequent and can be communicated in writing, without the parties needing to meet, and nothing in the custody order requires or permits contact with the Wife that would contravene the PPO. This is also not a case where co-operation between the parties has been shown to be impossible even after the avenues of mediation and counselling have been explored: *CX v CY* at [38]. The counselling that I order below (see [186] below) will provide such an avenue, and the access arrangements will be reviewed in six months. Should joint decision-making in fact prove unworkable, or be used as a means of harassing the Wife, it is open to either party to apply to vary the custody order on the basis of a material change in circumstances under s 128 of the Women's Charter.

179 I am mindful that C2 and C3 are now aged 14 and 11, and that s 125(2)(*b*) of the Women's Charter requires the court to have regard to the wishes of a child who is of an age to express an independent opinion. In this case, there is no material before the court setting out the opinions of C2 and C3 vis-à-vis the issue of custody. However, the issue of custody concerns infrequent long-term decisions on which the parents are to be consulted, rather than the children's day-to-day arrangements. The children remain free to share with both parents their views as such decisions arise. I do not find that a Judge and Child session would materially assist in the determination of this issue, and would, in the circumstances, unnecessarily pull them into the orbit of their parents' divorce dispute.

Version No 1: 19 Nov 2026 (15:49 hrs)

180 For the same reasons set out at [178]–[179] above, I reject the Wife's alternative prayer, in respect for C2 and C3, for joint custody with the sole right of determination vested in her. This is in substance an order for sole custody.

181 I turn next to C1. The Husband testified that she is not his biological daughter, but he has accepted her as his own daughter.[222] However, counsel for the Husband informed me that C1's birth certificate indicates that she is the Husband's daughter.[223] Both parties have approached the issues of custody and access on the basis that she is the Husband's daughter and I proceed on this basis.

182 The Supervised Exchange and Visitation Programme Reports from FAM@FSC (Allkin-Ang Mo Kio) ("FAM Reports") show that the Husband harbours resentment towards C1 and is not particularly interested in maintaining contact with her. In emails from the Husband to the Wife in May and June 2024, C1 is brought into the Husband's arguments with the Wife. The Husband described C1 as his "non biological daughter", complained that he had been made to pay for her, and demanded the return of the benefits that the Wife and C1 had gained from the marriage.[224] The emails present a level of resentment and hostility from the Husband towards C1, not merely acrimony between the parents, and are consistent with the FAM Reports.

183 Having regard to the above considerations, I am concerned that joint decision making would not further C1's interest, but would only draw her further into her parents' conflicts and be harmful to her. Given the Husband's

---

222 DAOM1 at [5] and DAOM2 at [119].

223 NE 19 August 2026 at p 3 lines 10–11.

224 PAOM1 at p 294 and PAOM2 at p 743.

Version No 1: 19 Nov 2026 (15:49 hrs)

hostility towards C1, I am also concerned whether he will make decisions in her best interests. I therefore order that the Wife is to have sole custody of C1. As C1's circumstances are addressed in the FAM Reports, I do not consider it in her interests to involve her further through a Judge and Child session: *WKM v WKN* [2024] 1 SLR 158 ("*WKM v WKN*") at [49] and [52]. The evidence before me of C1 being drawn into the dispute comes from the Husband's own emails, and the Wife has cared for C1 on her own since November 2021. I am satisfied that the Wife is able to make the long-term decisions concerning C1 with her interests at the forefront. These circumstances are specific to C1.

184 Parties agree that the Wife should have sole care and control of all three children. I so order.

Access

185 I turn next to the issue of access. In the PSRS, the Wife departs from her earlier position that the Husband should have supervised access at the DSSA,[225] and now seeks the suspension of the Husband's direct and indirect access pending a welfare and risk assessment or, alternatively, access supervised by trained professionals with further safeguards.

186 I have considered the FAM Reports which provided assessment of the supervised visits and the recommendations of the social workers. Consistent with its confidential nature, I do not set out the reports in detail: *WKM v WKN* at [68]–[70] and [75]. However, I briefly describe salient observations documented in these reports. The Husband was able to initiate conversation with the three children through supervised visitation sessions and the children were able to bond with him through shared activities such as eating together and

[225] PWS at [95], [102] and [129(c)] and JT at Issue 2.

Version No 1: 19 Nov 2026 (15:49 hrs)

playing games. Having considered the FAM Reports together with the evidence before me, I do not find a basis to suspend the Husband's supervised access to the children. However, both parents and the children are to take part in counselling sessions at FAM@FSC (Allkin-Ang Mo Kio) ("FSC") for six months. The costs of counselling are to be borne equally between the two parties. The FSC is to assess and inform the family of the proposed counselling format and frequency. The access arrangements are to be reviewed in six months. The Registry is to fix a review hearing and the FSC is to provide a report on the counselling sessions and supervised access sessions, two weeks before review hearing. The court may call for further reports from the FSC. As the FSC will be providing their assessment in such a report, I do not consider it necessary at this point to conduct Judge and Child sessions with the children to assess the issue of supervised access.

Arrangements when children are overseas

187 I turn next to the issue of whether the Wife is to keep the Husband informed when she travels with the children.

188 The Wife grew up in China and her family is still in China. It is natural for her to want to visit her family there with the children. At the same time, the Wife has become a Singapore citizen and so has the eldest child. There is no evidence before the court, of a risk of the Wife relocating with the children.

189 Nevertheless, bearing in mind that the Wife has sole care and control of the children and the Husband has supervised access rights, it would be fair for the Wife to keep the Husband informed of any travel plans that she would have, a month in advance. In addition, neither party is to remove the children from Singapore for a period of more than one month, without the prior written

Version No 1: 19 Nov 2026 (15:49 hrs)

consent of the other party or the leave of the Registrar of the Family Justice Courts. Parties agreed to these two conditions at the AM hearing.

Maintenance for the Children

190 There is an interim court order for the Husband to pay child maintenance in the amount of $2,000 per month. The Husband submits that this should be reduced to $1,000 per month for all three children, with the Wife to bear an equivalent share, on the basis that the marriage is a single-income marriage. Alternatively, should the court find that this is a dual-income marriage, he submits that the maintenance should be $1,200 per month for all three children combined, for the children's expenses to be borne 50:50 by both parties.[226] The Wife submits that the $2,000 per month should be revised upwards, with the Husband bearing at least 70–80% of the children's total monthly expenses. The Husband should also be ordered to clear all arrears under MSS 1564/2023. Alternatively, the Wife seeks lump sum payment of $100,000 per child.[227]

191 As set out in the Joint Summary, the parties have agreed to items totalling $587.74 per month. They disagree on four items. The first is for food and groceries. The Husband submits that this should be $450 while the Wife submits that it should be $1,230.20.[228] From the Wife's affidavit of assets and means, she claims that the average food and grocery expenses is $223.40 per child, leading to combined food expenses of $670.20 for all three children.[229] I note that this average figure is inflated by a spike in expenses in March 2024, which the Wife has not explained. In my view, taking into account the

226 JS at p 37.

227 JS at p 37.

228 JS at p 37.

229 PAOM1 at [78].

Version No 1: 19 Nov 2026 (15:49 hrs)

expenditure across the months for which the Wife has provided expense figures, a figure of $600 is fair and reasonable as food and grocery expenses for all three children combined.

192 The second item is for enrichment and tuition, which the Husband submits should be $300 while the Wife submits should be $2,362.61. The Wife provided a breakdown of the monthly fees for the individual enrichment and tuition classes each child attends.[230] She has also identified transactions related to such tuition and enrichment classes in her bank statements. However, the mere fact that parties have been paying for certain items during the marriage "does not automatically render such expenses *reasonable* expenses for the purposes of determining maintenance" [emphasis in original]: *WBU v WBT* [2023] SGHCF 3 at [9]. In my view, the sum that the Wife proposes for tuition is excessive and would not be "reasonable expenses", while the Husband's figure is too low. I will take a figure of $600, that is, $200 per child, which allows for a reasonable level of tuition and enrichment having regard to the children's ages and the parties' means.

193 The third item is for IT equipment. The Wife submits that this should be $300. The Husband submits that this should be nil as no evidence has been provided as to the need for this recurring expenditure. As there is no explanation from the Wife or any evidence as to this need, I will not include this for purposes of assessing the children's expenses.

194 The fourth item is entertainment and outings, for which the Husband proposes $30 and the Wife claims $90. In my view, $30 per month per child is

---

230 PAOM1 at pp 51–52.

Version No 1: 19 Nov 2026 (15:49 hrs)

fair and reasonable. Accordingly, I accept the Wife's figure of $90 for all three children combined.

195 Following from the above, the children's combined reasonable expenses is $1,877.74 per month. This includes items agreed to, in the quantum of $587.74. The breakdown of the expenses are as follows:

S/N	Item	Decision on Quantum
1	Food/Groceries	$600
2	School Fees	$45
3	Transport	$120
4	Stationery and Books	$90
5	Clothing and Apparel	$110
6	Entertainment and Outings	$90
7	Handphone	$30
8	Enrichment/Tuition Classes	$600
9	Miscellaneous	$40.90
10	Children's Insurance	$39.84
11	Medical/Dental	$90
12	Haircut	$22
	Total	$1,877.74

196 Following his conviction, the Husband remains employed by the same employer, with a basic monthly pay of $10,250 and net salary of $8,727 for May 2026. He informed that basic pay has since been revised to $10,558 per month.[231] According to his latest Notice of Assessment ("NOA"), which is for 2025, the Husband's reported income is $142,139 (inclusive of employment, rental and dividend income), or about $11,844.92 per month.[232] The Wife states that her average income is $700 per month,[233] which the Husband submits is under-declared. Her NOAs for 2023 to 2025 show income that is consistently much

231 DSA-1 at [11] and at Tab B.

232 PAOM2 at p 121.

233 PAOM1 at [51].

Version No 1: 19 Nov 2026 (15:49 hrs)

higher than her declared monthly income of $700. In her NOA 2023,[234] her reported income is $65,553 (inclusive of employment and rental income). Her reported income for NOA 2024 is $70,398 (inclusive of employment and rental income) while her reported income for NOA 2025 is $61,204 (predominantly rental income).[235] Based on the Wife's NOA 2025, her monthly income would be around $5,100.33. As the parties' NOA for 2025 is the most recent objective indicia of their income, I will assess their monthly income based on this. The Husband's monthly income of $11,844.92 to the Wife's monthly income of $5,100.33 is broadly about 2.32:1 and the Husband's income is about 69.9% of the parties' combined income. On this basis, the Husband's share of the children's maintenance (assessed at $1,877.74) would be about $1,312.54 per month. I order the Husband to pay $1,313 per month for the children's maintenance with the Wife bearing the balance. This is about $437.67 per child.

197 I do not accept the Wife's alternative prayer for a lump sum payment of $100,000 per child. The Husband is in stable employment, and the Wife has not shown why periodic maintenance, which can be enforced if unpaid, would be inadequate to provide for the children's reasonable needs.

198 The Wife is at liberty to take the necessary action for enforcement of the order made in MSS 1564/2023.

Maintenance for Spouse

199 The Husband submits that the Wife should not be granted spousal maintenance. In so far as the Husband relies on the Wife's payslip from [E] Pte

234 PAOM1 at p 547.

235 Plaintiff's Supplemental Affidavit dated 22 October 2026 at Exhibit TXH (Notices of Assessment for Years of Assessment 2024 and 2025) ("PSA-2") at p 4.

Version No 1: 19 Nov 2026 (15:49 hrs)

Ltd of $1,999 per month and the rental income from her properties exceeding $5,000 per month, I find that the Wife has sufficiently explained that there are costs involved in managing the tenancies of the properties,[236] and accept her income as declared in her NOAs from 2023 to 2025, taking her NOA 2025 as the most recent measure of it (see [196] above). In relation to the Husband's reliance on the Wife's undisclosed China bank accounts, that is accounted for by the adverse inference drawn and the uplift of 3% in the final ratio in favour of the Husband.

200 In *ATE v ATD* [2016] SGCA 2 ("*ATE v ATD*"), the Court of Appeal held at [31] that the overarching principle embodied in s 114(2) of the Women's Charter is that of financial preservation, which requires the wife to be maintained at a standard that is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage. The Court of Appeal also cautioned that s 114(2) had to be applied in a "*commonsense holistic manner* that takes into account the new realities that flow from the breakdown of marriage" (at [31]).

201 With this in mind, I first examine the quantum of the Wife's expenses. I find that the expenses submitted by the Wife, amounting to $8,621.79[237] are vastly inflated and unsupported by evidence. I will highlight some of the bigger items. First, she claims $3,300 for rental, but she has several properties in which she can stay. Even if some of these properties are sold to give effect to the division of matrimonial assets, she has also not provided evidence of why this is a fair figure. Second, she claims $1,393.25 for a domestic helper. I do not consider this to be a reasonable item, as her standard of living has to take into

236 PAOM1 at [36]–[42].

237 JS at p 41.

Version No 1: 19 Nov 2026 (15:49 hrs)

account the new realities that flow from the breakdown of the marriage. The children are now aged 17, 14 and 11, and are of an age where they need less day-to-day care than when the helpers were engaged. Third, she has not explained why she would spend $1,609 on transport or for running her car, which appears to be an excessive sum. Fourth, I exclude the property tax, Management Corporation Strata Title charges and repair costs for her properties. Since these go towards both the HDB Flat and [C] Property that the Wife owns, and it is not clear which property she intends to stay in, she may benefit if she sells the properties. It is fair that the Husband need not pay for such expenses, if made to pay spousal maintenance. Fifth, I also decline to include income tax. In so far as this a tax on the Wife's income, it stands to reason that she would be able to pay for such taxes by herself and it will not be fair to the Husband to pay for them.

202 As for the remaining items, the Husband accepts that the Wife incurs expenditure on food, and disputes only $50 of her claim of $450. I assess the Wife's food expenses to be $450. I also accept her claims of expenses for utilities ($40.25), which she has itemised, and for telephone and mobile charges ($98). The Husband's own schedule of household payments records $108.50 a month for the Wife's mobile phone during the marriage.[238] I accept her claim regarding medical and dental expenses ($47.77), which is modest and is based on her annual medical check-up and dental visits,[239] and her claim for bank charges ($9.50), which is reasonable and is supported by her bank statements.[240] I do not accept the Wife's claim for personal expenses amounting to $222 for electronic equipment, as it relates to a one-off purchase of a cooker and is not a

238 PAOM2 at p 640.

239 PAOM1 at [74] and p 388.

240 PAOM1 at [74] and p 366.

Version No 1: 19 Nov 2026 (15:49 hrs)

recurring expense. Nor do I accept the $87 for entertainment and gym membership, for which there is no supporting evidence.[241]

203 As for insurance, the Wife claims $756.76 a month,[242] while the Husband says the policies she exhibits do not support that figure.[243] I agree with the Husband that the claim is overstated, but not that it should be disallowed entirely. The policies she lists come to more than her stated total, and the claim is inflated in three aspects.[244] First, it includes three policies of $13.28 a month each that insure the children rather than the Wife. These are expenses of the children, which have been taken into account in determining the quantum of the children's expenses and the children's maintenance (see [195] above); they are not part of the Wife's own expenses. Second, the premium of $285.15 for one of her personal accident policies is an annual premium,[245] which is about $23.76 a month. Third, the figure of $315.66 as the monthly premium for her critical illness policy is taken from a letter of 2021,[246] whereas the premium due as at January 2024 was $110.48.[247] Given that the Wife's bank statements show a payment of $110.48 in February and March 2024 for the policy, I accept that the monthly premium is $110.48,[248] rather than the Wife's figure of $315.66. On

241 PAOM1 at [74]; JS at p 42.

242 JS at p 41.

243 DAOM2 at [54].

244 PAOM1 at [57] and Tabs 30A–30F.

245 PAOM1 at pp 767–770 (Tab 30F).

246 PAOM1 at [57].

247 PAOM1 at pp 775–776 (Tab 30G).

248 PAOM1 at pp 373 and 383 (transactions on 26/02/2024 and 25/03/2024).

Version No 1: 19 Nov 2026 (15:49 hrs)

the policy documents, the premiums for her own cover are about $472.20 a month ($27.18, $49.78, $261, $23.76 and $110.48),[249] and I allow that sum.

204 These items come to $1,117.72 a month. I therefore assess her reasonable monthly expenses for purposes of spousal maintenance at about $1,117.72 per month. The breakdown of these items is as follows:

S/N	Item	Decision on Quantum
1	Food/Groceries	$450
2	Rental	$0
3	Utilities	$40.25
4	Domestic Helper related expenses	$0
5	Telephone/Internet/Mobile Phone	$98
6	Medical/Dental	$47.77
7	Entertainment/Leisure/Gym	$0
8	Insurance	$472.20
9	Transport/Car	$0
10	Electronic Equipment	$0
11	Income Tax	$0
12	Miscellaneous Banking Fees	$9.50
13	HDB Conservancy/HDB Property Tax/HDB Repairs	$0
14	[C] Property Property Tax/MCST	$0
	Total	$1,117.72

205 The court's power to order maintenance is supplementary to its power to order a division of matrimonial assets: *TNL v TNK* at [63]. Where a sum, if invested properly, would be sufficient to maintain the wife, the award of maintenance should be no more than what is reasonably necessary to allow the wife to "weather the transition of the divorce": *TNL v TNK* at [63]. Section 114(1)(*a*) of the Women's Charter also requires the court to have regard to the income, earning capacity, property and other financial resources which each party has or is likely to have in the foreseeable future. From the division of the

[249] PAOM1 at p 640 (Tab 30A) showing regular premium of $326.18, p 668 (Tab 30B) showing a premium amount of $49.78, p 672 (Tab 30C) showing regular premium of $3,132, p 768 (Tab 30F) showing an annual premium of $285.15 and p 775 (Tab 30G).

Version No 1: 19 Nov 2026 (15:49 hrs)

matrimonial assets, the Wife will receive 49.6% of a pool of matrimonial assets of over $2m, that is, a substantial sum of over $1m. The Wife's income, which I have taken at about $5,100.33 per month (see [196] above), exceeds her reasonable expenses of $1,117.72 per month, even after allowing for her share of the children's maintenance, which is about $564.74 per month. I note that her income for NOA 2025 is drawn predominantly from rental income. Depending on the arrangement that parties decide on (see [207(b)] below), she may be required to sell or refinance some of the properties in her name, which may reduce her rental income. Even so, should the properties be sold, any sale proceeds she retains are themselves a financial resource under s 114(1)(*a*) of the Women's Charter. In addition, the Wife has a demonstrated earning capacity: she was in full-time employment for about seven of the 12 years of the marriage (see [129] above).

206 A former wife "ought to try to regain self-sufficiency", and "an order of maintenance is *not* intended to create life-long dependency by the former wife on the former husband" [emphasis in original]: *ATE v ATD* at [31]. Having regard to all the circumstances, I find that the Wife is able to maintain herself at a standard reasonably commensurate with that which she enjoyed during the marriage, taking into account the new realities that flow from its breakdown: *ATE v ATD* at [31]. I therefore make no order for spousal maintenance.

Conclusion

207 For the reasons above, I make the following orders:

(a) The matrimonial assets, valued at $2,049,764.85 (see [116] above), are to be divided in the ratio 50.4:49.6 (Husband:Wife).

Version No 1: 19 Nov 2026 (15:49 hrs)

(b) Parties are to work out their arrangements for the transfer of the assets, arising from the above division. On the figures above, the Husband's 50.4% share is $1,033,081.48 and the Wife's 49.6% share is $1,016,683.37. As assets of $497,088.32 are held in the Husband's name, the Wife is to pay or transfer to the Husband assets amounting to $535,993.16, together with the $40,000 owed by the Wife to the Husband (see [67] above), that is, $575,993.16 in total. The payment or transfer is to be made within six months of the date of this judgment, whether in cash, by transfer of CPF moneys (subject to the applicable CPF rules), by transfer of assets or from the proceeds of sale or refinancing of any of the properties in the Wife's name or held by [E] Pte Ltd, as the parties may agree. Parties have liberty to apply for directions, including, if they are unable to agree on the arrangements within three months, for the sale of any matrimonial assets or of the properties considered in this judgment and how any such proceeds should be distributed, and time to implement the transfers.

(c) Parties are to have joint custody of C2 and C3, while the Wife is to have sole custody of C1. The Wife is to have sole care and control of the children. The Husband is to continue to have supervised access through the DSSA, as provided in the IJ. The parents and the children are to attend counselling sessions at the FSC for six months. The costs of the counselling sessions are to be equally borne between the parties. The access arrangements are to be reviewed in six months. The Registry is to fix a review hearing and the FSC is to provide a report on the counselling sessions and supervised access sessions, two weeks before it. The court may call for further reports from the FSC.

Version No 1: 19 Nov 2026 (15:49 hrs)

(d) The Wife is to inform the Husband of any travel plans involving the children at least one month in advance. Neither party is to remove the children from Singapore for a period of more than one month without the prior written consent of the other party or the leave of the Registrar of the Family Justice Courts.

(e) The Husband is to pay the Wife maintenance for the three children in the amount of $1,313 per month, from the first day of the month following the date of this judgment and on the first day of each month thereafter, by transfer to a bank account designated by the Wife. The Wife is to bear the balance of the children's maintenance expenses. This order replaces the interim maintenance order of $2,000 per month. Arrears under MSS 1564/2023 remain enforceable (see [198] above).

(f) No order is made for spousal maintenance.

Version No 1: 19 Nov 2026 (15:49 hrs)

(g) If the parties are unable to agree on costs, they are to file written submissions on costs, limited to 5 pages, within 7 days of the date of this judgment.

Kwek Mean Luck
Judge of the High Court

Rajwin Singh Sandhu (Magna Law LLC) for the plaintiff;
Poh Jun Zhe (Malcus Poh Law Corporation) for the defendant.

Version No 1: 19 Nov 2026 (15:49 hrs)