IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 49

Divorce (Transferred) No 1572 of 2020

Between

WQP

… *Plaintiff*

And

WQQ

… *Defendant*

JUDGMENT

[Family Law — Custody — Care and control]
[Family Law — Custody — Access]
[Family Law — Matrimonial assets — Division]
[Family Law — Maintenance — Wife]
[Family Law — Maintenance — Child]

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WQP
v
WQQ

[2023] SGHCF 49

General Division of the High Court (Family Division) — Divorce (Transferred) No 1572 of 2020
Mavis Chionh Sze Chyi J
28 September 2023

10 November 2023 Judgment reserved.

Mavis Chionh Sze Chyi J:

1 The plaintiff ("the Husband") and the defendant ("the Wife") were married on 5 May 2010 in Hong Kong.[1] In the present proceedings, parties consented after mediation to the Interim Judgment of Divorce ("IJ") being granted uncontested on the basis of both parties' unreasonable behaviour. The IJ was granted on 29 September 2020[2] and the ancillary matters ("AM") were heard on 28 September 2023.

2 In total, the marriage lasted around 10 years and five months. The Husband currently does part-time work as the non-executive director of a

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[1] Plaintiff's 1st Affidavit of Assets and Means dated 24 February 2021 ("P AOM 1") at para 1.

[2] P AOM 1 at p 73.

company, drawing a monthly income of around S$2,640.83 a month.[3] He also collects net rental income of USD$3,173 from an apartment in Los Angeles, California ("the LA Apartment").[4] The Wife maintains that the Husband has other undisclosed sources of income.[5] The Husband previously worked as a banker for about 20 years, serving in various multi-national banks as a senior office holder before his semi-retirement in end-2013.[6] The Wife is a Chief Corporate Officer with Company J. The most recent bank statements provided to the court show that she was drawing a gross monthly salary of S$12,000 in 2020.[7] She states her monthly salary as S$6,000, her income having been reduced from S$12,000 to S$6,000 as of 1 July 2021 onwards.[8] This is disputed by the Husband, who maintains that the Wife continues to earn a monthly salary of S$12,000.[9]

3 The parties have two children, C1 and C2 (collectively "the Children"). They were 13 and 10 years old respectively at the time of the AM hearing. Both are studying in an international school in Singapore.[10]

4 I set out below my decision in relation to the various ancillary matters.

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[3] P AOM 1 at para 4; Joint Summary ("JS") at p 3; Plaintiff's 4th Affidavit of Assets and Means dated 3 March 2023 ("P AOM 4") at p 471.

[4] JS at p 3; P AOM 4 at p 452; P AOM 1 at pp 241 and 242.

[5] JS at p 4.

[6] P AOM 1 at para 16.

[7] Defendant's 1st Affidavit of Means and Assets dated 4 February 2021 ("D AOM 1") at p 227.

[8] Defendant's 2nd Affidavit of Means and Assets dated 23 February 2022 ("D AOM 2") at para 93; Defendant's 7th Affidavit dated 15 April 2021 at p 40.

[9] JS at p 3.

[10] JS at p 5.

Custody, care and control

Custody

5 Parties are agreed that they should both have joint custody of the Children.[11]

Care and control

6 In the course of these proceedings, parties previously made cross applications for interim custody, care and control, and access in FC/SUM 1079/2020 (by the Husband) and FC/SUM 1851/2020 (by the Wife). These were resolved by consent on 5 October 2020 ("the 5 October 2020 Order"). The 5 October 2020 Order stated as follows:[12]

> 1. The parties, C1 and C2, (hereinafter referred to as "the Children") will attend DSSA counselling.
>
> 2. Without prejudice to the parties' final position at the ancillary hearing, and until further order, parties shall have time with the Children as follows:
>
> > (a) Weekdays: During term time, the Plaintiff (hereinafter referred to as the "Father") shall have time with the Children from 5pm to 8pm on Tuesdays and Thursdays. The Defendant (hereinafter referred to as the "Mother") shall have time with the Children for the rest of the time.
> >
> > (b) Weekend: During term time, the Father shall have time every Sunday from 12pm to 4pm, and after 2 sessions of DSSA Counselling, from 12pm to 8pm. On the counsellor's views that overnight access is suitable, or after 4.5 months from the start of counselling, whichever is earlier, the Children will have overnight time with the Father from Saturday 6pm to Sunday 6pm. The Mother shall have time with the Children for

11 JS at p 7.

12 P AOM 1 at pp 78–79.

the rest of the time. Parties agree to abide by the counsellor's views.

(c) Public Holidays: The Father shall have time with the Children every alternate public holiday from 12pm to 4pm and after 2 sessions of DSSA Counselling, from 12pm to 8pm. The Mother shall have time with the Children for the rest of the time.

(d) School Holidays: Save for the days which the Children are in their holiday camp, the remainder days of the school holidays shall be split equally between parties, and the Father shall have time with the Children from 10am to 6pm during his half. On the counsellor's views that overnight access is suitable, or after 4.5 months from the start of counselling, whichever is earlier, the Father's time shall be overnight during his half of the school holidays.

(e) Birthdays: A party who does not have time with the Child on the birthday of the Child shall have access to the Child for up to four (4) hours on such birthday. The party who intends to exercise this access shall give at least 14 days' notice of the time he or she intends to exercise this access.

(f) For Chinese New Year ("CNY"):

(1) In odd years, the Father shall have the children from CNY eve at 4pm to the first day of CNY at 9pm, and the Mother shall have the children from the first day of CNY at 9pm to the second day of CNY at 9pm.

(2) In even years, the Mother shall have the children from CNY eve at 4pm to the first day of CNY at 9pm, and the Father shall have the children from the first day of CNY at 9pm to the second day of CNY at 9pm.

(3) There shall be no special care arrangements if there is a Monday public-holiday-in-lieu for CNY.

(g) Phone and/or video access: A party shall have reasonable phone and/or video access to the Children when the Children are with the other party.

(h) Priority: In the event of a clash, the care arrangements as set out above shall be prioritised in the following manner:

(1) School Holidays.

(2) Public Holidays.

(3) Weekday and Weekend arrangements.

(4) The parties shall undertake to exercise best efforts to encourage the Children to participate in each party's access arrangements.

3. Parties are at liberty to vary the arrangements as set out in clause 2 above by mutual consent.

4. No order as to costs.

Parties' positions

7 The Husband seeks shared care and control of the Children, with the arrangements to follow the terms of the 5 October 2020 Order. Specifically, the terms sought by the Husband involve the terms according to what he calls "Phase 3" of the 5 October 2020 Order[13] – that is, the orders that would be applicable upon the counsellor's view that overnight access is suitable or after 4.5 months from the start of Divorce Support Specialist Agency ("DSSA") counselling, whichever would be earlier. The only amendment he would make to this would be to change the timing of the access on the weekend from Saturday 6.00pm to Sunday 6.00pm, to between Friday 6.00pm and Saturday 6.00pm. This would allow the Husband time with the children on Tuesdays and Thursdays from 5.00pm to 8.00pm, as well as overnight access from Friday 6.00pm to Saturday 6.00pm, on alternate holidays from 12.00pm to 8.00pm, and during half of the school holidays.[14] According to the Husband, shared care and control is necessary "so that the Wife does not see herself, and represent herself to the Children, as the parent with the authority to dictate the Children's

[13] Plaintiff's Submissions dated 28 July 2023 ("PS") at para 25.

[14] PS at para 147.

relationship with the Husband, and continue to undermine the relationship between the Children and the Husband”.[15]

8 The Wife seeks sole care and control of the Children.[16]

The applicable law

9 There is no presumption that shared care and control is always conducive to a child’s welfare, nor is there any legal principle which militates against such an arrangement. Such an order may be made where it is suitable for a child, considering his or her relationship with each parent and all relevant circumstances (*TAU v TAT* [2018] 5 SLR 1089 (“*TAU*”) at [20]). This depends on the facts of each case, and there is no general rule of sole care and control such that shared care and control is an exception (*BNS v BNT* [2017] 4 SLR 213 (“*BNS*”) at [73]). Factors relevant to consideration of an order for shared care and control include the child’s needs at that stage of life, the extent to which the parents are able to cooperate within such an arrangement, and whether it is easy for that child, given their age and personality, to live in two homes within one week (*TAU* at [12]).

10 The court will not give much weight to any potential “signalling effect” of a shared care and control order, since orders for care and control engage concerns of workability to a far greater extent than – and are of a different nature from – custodial orders, which courts do take into account the signalling effect of (*BNS* at [75]).

15 PS at para 41.

16 JS at p 7.

My decision

11 First, I am unconvinced that the arrangement proposed by the Husband can accurately be described as a shared care and control order. As noted in *TAU* at [11], cases of shared care and control would normally involve the child spending about three days of the week with a parent and the remaining four days with the other parents, with each parent being responsible for day-to-day decision making for the child when the child is living with him or her. The child will effectively have two homes and two primary caregivers in the arrangement. Contrary to the above, it is striking that neither the Husband's submissions nor his position in the Joint Summary suggest any way in which the Husband's responsibilities or care of the Children would in any way differ from an arrangement of access where the Wife has sole care and control. In this connection, I agree with the Wife's submissions which point to *VJM* at [19] as saying that calling any arrangement in which a child spends some time with both parents a "shared care and control" arrangement does not fit the current law.

12 Second, the sole reason offered by the Husband for why shared care and control should be ordered is unconvincing. As highlighted in *BNS* at [75], the court will not give much weight to any potential "signalling effect" of a shared care and control order. The Husband offers no legal basis for why this ought not to be the case, save for the Family Court case of *BLX v BLY* [2013] SGDC 324 which pre-dates *BNS*[17] and cannot be considered good authority for his submission. Further, as parties have already agreed to an order for joint custody, this would be the most appropriate avenue to address the Husband's concerns.

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[17] PS at para 42.

13 Third, there is a significant degree of acrimony between parties, as evidenced by the numerous contested applications made, the Wife's distrust of the Husband's overnight access with the Children, and disputes in parenting styles between parties.[18] This is a relevant factor which points against shared care and control being in the Children's welfare (*TAU* at [17]).

14 The Husband does not seriously contend that the Wife should be awarded care and control of the Children. The only dispute he has is whether he should be awarded care and control of the Children *in addition* to the Wife. In the circumstances, I see no reason why an order for shared care and control is necessary. I therefore order that the Wife shall have sole care and control of the Children.

Access

Parties' positions

15 The Husband's position on access is as set out at [7] above.

16 The Wife's position *per* her submissions is that she "is agreeable with the Father having access to the Children in the same manner as set out in the 5 Oct Order, which the Father is seeking".[19] This seems to be a misunderstanding. The Wife's position in the Joint Summary is an affirmation of the *initial* arrangements in the 5 October 2020 Order, excluding the arrangements which would have kicked into place upon the counsellor's view that overnight access was suitable or after 4.5 months from the start of DSSA counselling. The Wife also clarifies in the Joint Summary that her position is that there should be no

18 Defendant's Submissions dated 28 July 2023 ("DS") at paras 130 and 131.

19 DS at para 124.

overnight or overseas access by the Husband until the Children are prepared and comfortable with the same.[20] Curiously, the Wife did not offer any reason as to why overnight or overseas access should not be ordered in her oral or written submissions.

My decision

17 I agree with the Husband that his access should include overnight access. I note the following:

(a) The Wife in her submissions does not suggest any reason for why overnight access should not be ordered.

(b) The Children do not have medical conditions that would make overnight access difficult to arrange, and even then these are not reasons to refuse overnight access completely (*APA v APB* [2014] SGHC 275 at [13] and [14]).

(c) There is no suggestion that the Husband's behaviour with the Children is physically abusive or violent.

(d) Finally, even if the Children are presently not keen to have the Husband exercise overnight access, this in itself would not be sufficient basis to impose non-overnight access in the absence of other countervailing factors (*Lim Slott v Wong Chiew Huong* [2010] SGHC 91 at [2] and [4]).

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[20] JS at p 8.

18 In relation to overseas access, the Husband's position is that overseas access should be allowed during school holidays when each party has access to the Children, while the Wife submits that this should only be allowed "when the Children are prepared and comfortable". The Husband states, and the Wife does not deny, that the Wife had consented to let him bring the children on two long overseas trips in 2019 and 2020.[21] In her affidavits, she alleges that the Children were reluctant to go with the Husband on the trips in 2019 and 2020 but she had convinced them to go nonetheless because she knew they were excited to go on a ski trip regardless.[22] She also alleges that during this trip, the Husband was generally irresponsible in taking care of them.[23] These allegations are denied by the Husband.[24]

19 In my view, even assuming the Wife's allegations are to be taken at face value (which I see no reason to do), these at most demonstrate momentary lapses of judgment rather than systemic negligence. It is telling that until 2020, the Wife herself had entrusted the Children to the Husband for him to bring them on overseas trips. The Wife has not offered any good reasons for why she now does not trust the Husband to bring the Children overseas, nor has she pointed to any change of behaviour or act of the Husband that would constitute reason to reconsider the Husband's fitness to bring the Children overseas without the Wife. I thus see no reason why the Husband's access to the Children during the school holidays should not also include bringing them on overseas trips.

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21 PS at para 45.

22 Defendant's 1st Affidavit of Assets and Means ("D AOM 1") at para 47(b).

23 D AOM 1 at paras 47(b)–(e).

24 PS at para 46.

20 In relation to the other aspects of access, I set out parties' views and the court's position below:[25]

Aspect	**Husband's Position**	**Wife's Position**	**Court's Position**
Weekdays	5.00pm to 8.00pm on Tuesdays and Thursdays	5.00pm to 8.00pm on Tuesdays and Thursdays	5.00pm to 8.00pm on Tuesdays and Thursdays
Weekends	Friday 6.00pm to Saturday 6.00pm	Sundays from 12.00pm to 4.00pm, with such access only being extended to 8.00pm when the Children are prepared for the same	Friday 6.00pm to Saturday 6.00pm
Public Holidays	12.00pm to 8.00pm on alternate public holidays and the Wife's care times	Alternate Public Holidays from 12.00pm to 8.00pm	Alternate Public Holidays from 12.00pm to 8.00pm

25 JS at pp 7 and 8.

	to be for the rest of the time		
Father's Day and the Husband's birthday	From 12.00pm to 8.00pm	From 12.00pm to 8.00pm	From 12.00pm to 8.00pm
School Holidays	An equal split of the school holidays, with him having the first half of all school holidays for odd years and second half of all school holidays for even years. The Husband also asks that the parties not sign the children up for any activities or school camps in the other party's half of the school holidays,	Save for the days on which the Children are in their holiday camps, the remainder of the school holidays shall be split equally between the parties, and the Husband shall have day access from 10.00am to 6.00pm.	Save for the days on which the Children are in their holiday camps, the remainder of the school holidays shall be split equally between the parties, with the Husband to have overnight and overseas access during his half of the school holidays.

	unless otherwise agreed. Each party shall be at liberty to take the children for overseas access during their respective halves.		
Care where one party is out of Singapore	When one party is out of Singapore, whether for work or personal trips, the Children are to be cared for by the other party.	-	When one party is out of Singapore, whether for work or personal trips, the Children are to be cared for by the other party.

21 In addition to the above, the Husband asks that the court make an order as to the drop-off arrangements during his period of access. He asks that the Wife drop the Children off at his residence at the start of his care time, and not park her car at the basement or stay around in the vicinity of his residence during his care time.[26] This is purportedly to "ensure that the Children is [sic] given the message that the Wife is sending the Children over to the Husband so that they can spend time with him, but [sic] to ensure that she does not exert pressure on

[26] JS at p 8; PS at para 60.

the Children to leave early or refuse to leave the Husband's residence for activities with the Husband by hanging around at the car park of the Husband's residence".[27] In light of the overnight access now given to the Husband, I do not see the need to make such an order given the length of time the Husband will have with the Children.

22 Finally, I note that both parties are agreeable to the terms in the 5 October 2020 Order which relate to birthdays, Chinese New Year, phone/video access, and the priority between clashes of care arrangements (corresponding to clauses 2(e), (f), (g) and (h) set out at [6] above).

Identification and valuation of matrimonial assets

23 I consider that in approaching the division of the parties' matrimonial assets ("MAs") under s 112(1) of the Women's Charter 1961 (2020 Rev Ed), the global assessment methodology should apply. This was set out in *NK v NL* [2007] 3 SLR(R) 743 at [31] and comprises four distinct steps: identification, valuation, division, and apportionment of the matrimonial assets. This was also in line with the predominant methodology adopted by both parties.[28] For completeness, I considered and rejected the Husband's alternative proposal that the court could adopt the classification methodology. This was premised on the court considering separately cash and properties which had supposedly been derived from the Husband's pre-marital assets, such as the LA Apartment.[29] However, for reasons I detail at [29]–[36] below, I do not find that there is a

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27 PS at para 60.

28 PS at para 135; DS at para 110.

29 PS at paras 137–142.

clear reason to make a different calculation in respect of that class of assets (*BNS* at [32]).

24 Parties are agreed that the date of assessment of the MA pool should be the date of the IJ (*ARY v ARX and another appeal* [2016] 2 SLR 686 at [32]).[30] Parties are also agreed that the date of valuation of matrimonial assets should be the date of the AM hearing, with the exception of bank accounts and CPF accounts which are to be valued as of the IJ date (*WAS v WAT* [2022] SGHCF 7 at [4]; *VTU v VTV* [2022] SGHCF 23 at [2]; *VOW v VOV* [2023] SGHCF 9).[31] Parties are also agreed that the exchange rate to be applied should be ascertained as at the date of the AM hearing.[32]

Undisputed assets

25 I first outline the assets which parties do not dispute are in the matrimonial asset ("MA") pool, and whose valuations are not contested.[33]

S/N	Description of Asset	Agreed Value of Asset
Assets in Parties' Joint Names		
1	Citibank Joint Account No. -957	S$1,540.86
Assets in the Wife's Name		
2	DBS Multiplier Account No. -280	S$83,161.35

30 JS at p 9.

31 JS at p 9.

32 JS at p 9.

33 DS at para 43.

3	Part of the moneys in the Wife's POSB Everyday Savings Account No. -566 (held jointly with the Wife's sister)	S$70,040.74
4	HSBC Personal Integrated Account Portfolio	HKD$46,064.68
5	400,000 Shares in Company C	US$50,000.00
Assets in the Husband's Name		
6	Part of the moneys standing in the Husband's Hong Kong ("HK") Mandatory Provident Fund ("MPF") account held with the Principal Trust Company (Asia) Limited (representing income post-marriage)	HKD$36,399.69
7	Part of the moneys standing in the Husband's HK MPF account held with Manulife	HKD$530,823.90
8	Citibank US Priority Bank Account No. -472 (representing income post-marriage)	US$41,198.68
9	DBS Autosave Bank Account No. -693	S$6,722.82
10	Motor Vehicle BMW 320i	S$20,892.00
11	Moneys standing in the Husband's Central Provident Fund account	S$99,598.81

12	DBS CPF Investment Account No. -220	S$154,824.68

26 Parties are also agreed that the moneys (accumulated before marriage) in the Husband's Hong Kong MPF account held with the Principal Trust Company (Asia) Limited and Manulife, valued at HKD$161,424.70 and HKD$2,354,079.60 respectively, are to be excluded from the MA pool.[34]

Disputed assets held jointly by parties

The LA Apartment

27 The LA Apartment is held jointly by parties. They do not agree as to whether it should be included in the MA pool, and further disagree about its valuation.

28 The Husband argues that only 14% of the LA Apartment should be considered as belonging to the MA pool. His argument is as follows:[35]

(a) The total pre-marital balance the Husband had in three Hong Kong bank accounts (as of the period 25 April – 13 May 2010) totalled HKD$30,852,413.[36] Accounting for historical exchange rates, this would amount to S$5,492,183.67.

(b) The Husband purchased three properties in Hong Kong before the marriage, using his pre-marriage income.[37] One of these properties

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[34] DS at para 45; PS at pp 39 and 40.

[35] PS at p 39.

[36] PS at para 71.

[37] PS at para 69.

was sold before the marriage and is accounted for in the pre-marital balance of the Hong Kong bank accounts. The remaining two properties were sold and the proceeds deposited into the three Hong Kong bank accounts.[38] The Husband also received sale proceeds from the exercise of share options (as part of his employment), representing remuneration for his employment pre-marriage.[39] These proceeds totalled S$2,098,575.95.

(c) Adding the above two sums together, the total amount in the Hong Kong bank accounts attributable to pre-marriage moneys would be S$7,590,759.62.

(d) The total amount of inflows into the same Hong Kong bank accounts that were attributable to employment after the marriage would total S$1,245,512.00.

(e) On this basis, the ratio of moneys attributable to pre-marriage income compared to income during the marriage would be 7,590,759.62 : 1,245,512.00, which approximates to 86:14. This means that only 14% of the balance in the Hong Kong bank accounts should be included in the pool of assets for division.[40]

29 In relation to the LA Apartment, the Husband submits that it was purchased fully in cash by using funds transferred from one of the three Hong

[38] PS at para 73.

[39] PS at para 74.

[40] PS at para 76.

Kong bank accounts.[41] According to him, it follows that only 14% of the value of the LA Apartment should be included in the pool of assets for division.[42]

30 The Husband relies heavily on the case of *CLC v CLB* [2023] 1 SLR 1260 ("*CLC*"), and I set out below the relevant portions of the judgment:

> 65 As mentioned above, the question of the identifiability of an asset said to be acquired by gift or inheritance is one of evidence, ie, the new asset should be traceable to the asset which constituted the original gift (*Chen Siew Hwee* at [58]). This court has also clarified that such evidentiary questions are to be resolved by the burden of proof; that is, the party who asserts that an asset has been acquired through gift or inheritance and is therefore not a matrimonial asset bears the burden of proving this on the balance of probabilities (USB ([33] supra) at [31]).
>
> …
>
> 71 In our judgment, the general approach to tracing as stated in Lee Edwin and argued for by the Wife should continue to apply. As marriage is an equal co-operative partnership of efforts, it is inevitable that parties' assets may become intertwined or co-mingled during the course of their marriage. In the context of a long marriage, for example, it is unrealistic to expect the married couple to keep detailed records of their fund transfers over time (*UNE v UNF* [2018] SGHCF 12 at [89]). Nevertheless, we consider instructive the following principles that have been gleaned from the cases in other jurisdictions.
>
> 72 First, a party claiming that an asset has been acquired by gift or inheritance must adduce sufficient evidence to show linkage between a currently owned asset and an asset acquired by gift or inheritance (*CM v NL* [2020] BCJ No 8 ("*CM*") at [173]). Where money in a bank account is concerned, this could include details on the source of contributions into the account as well as the specific use of the withdrawals (*MacLean v MacLean* [2019] NSJ No 554 ("*MacLean*") at [23]). For example, in MacLean, the Nova Scotia Supreme Court found that the husband was unable to establish that certain moneys in a bank account which the parties had agreed was a matrimonial asset should be returned to him, as they were inheritance moneys.

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[41] PS at para 83.

[42] PS at para 84.

The court noted that there was no detailed accounting of the account, with other moneys having been deposited therein from other sources, including the parties' joint chequing account. There were also times when the funds in the account fell below the amount of the inheritance moneys, and various withdrawals over the years without specific accounting as to what had been done with them. The court observed that it was therefore impossible to assume that the disbursements from the account were done with matrimonial funds only, leaving the inheritance moneys intact (at [19]).

73 In contrast, in *GB v LR* [2017] BCJ No 1523, which concerned pre-marriage assets, the British Columbia Supreme Court was satisfied, on the basis of detailed banking and investment records, that the husband had, to the wife's advantage, undervalued his property that was traceable to his pre-marriage assets, and that it was not open to the wife to argue that all of the funds he had deposited in their joint bank account lost their character as excluded property and became hers (at [411]–[412], [415]–[418], [458] and [460]–[464]). Likewise, in *Laskosky v Laskosky* [1999] AJ No 131 ("Laskosky"), the Alberta Court of Queen's Bench accepted that, where the wife's inheritance funds were placed in the parties' joint account and applied to certain purchases, she had satisfied the onus of tracing most of her claim (at [66]). On the facts, these purchases were made immediately or not long after the funds became available for the transactions in question.

74 Second, equitable rules of tracing (as advocated by the Husband in the present case) may guide the court in tracing an asset, such as particular moneys in a bank account, to an asset acquired by gift or inheritance (*CM* at [173]). That said, the tracing exercise is "not meant to be overly complicated or burdensome" (*CM* at [174]). Where it is asserted that an excluded property has changed character, each "link in the chain" required to trace the property into the currently-owned asset must be established (*CM* at [173]–[174]). This suggests "a common sense approach to tracing" dependent on sufficient linkage between a non-matrimonial asset and an asset existing at the time of divorce (CM at [173]).

75 Third, the court is entitled to draw reasonable inferences from evidence that is less certain or precise in order to do justice between the parties (*Shih v Shih* [2017] BCJ No 109 at [44]). However, it would not be sufficient to, for example, point to evidence of a decrease in one account that is concurrent with an increase in another and have the court draw the inference that funds can be traced from one to the other (*Liapis v Keshow* [2021] BCJ No 559 at [326]).

> 76 Fourth, the question of the co-mingling of matrimonial assets and assets acquired by gift or inheritance is a question of the identifiability of the latter (*S v W* [2006] 2 NZLR 669 at [57]). Thus, the use to which certain property is put cannot be a basis for co-mingling. Such co-mingling of the two types of assets in a bank account does not in itself mean that the latter type has ceased to retain its character as a gift or inheritance as such, although it is likely to make the task of tracing more difficult.
>
> 77 Fifth, where an asset acquired by gift has been dissipated or consumed, it would naturally follow that it can no longer be traced (*Chen Siew Hwee* ([31] supra) at [58]; *Lovich v Lovich* [2006] AJ No 1271 at [44]).

31 I reject the Husband's submissions. My reasons are as follows.

32 First, to the extent that the Husband asserts that the LA Apartment was acquired with his pre-marital assets, the onus is on him to adduce sufficient evidence to show a linkage between the two (*CLC* at [72]). For the reasons explained at [34]–[36] below, I find that he is unable to do so.

33 Second, the reasoning in *CLC* in [76] that co-mingling of assets would not change their character is specifically confined to the issue of co-mingling assets acquired by gift or inheritance with matrimonial assets. This is distinct from assets acquired pre-marriage which have been commingled with matrimonial assets. The Husband has not produced any authorities or any compelling reasons for why the latter should be treated in the same way as the former. In this regard, there is case law which establishes that such commingling would cause pre-matrimonial assets to be no longer separately identifiable (*UYP v UYQ* [2020] 3 SLR 683 at [14], *VPH v VPI* [2021] SGHCF 22 at [35]). In any event, even if commingling *per se* did not cause pre-matrimonial assets to cease to retain their character as such, it would nevertheless in the absence of adequate documentation make it difficult, if not impossible, to ascertain with certainty

which moneys were used in each transaction where moneys were disbursed from a bank account containing both kinds of assets (*VJR v VJS and another matter* [2021] SGHCF 10 at [24]).

34 Third, even assuming for the sake of argument that there is some principled basis for the Husband's position, the methodology he adopts is unreliable. Specifically, the Husband's claim is premised on the amount of pre-marital income being a specific fraction (86/100) of the total incomings into the Hong Kong bank accounts from 5 May 2010 to the present. In order for this figure to be reliable, the Husband needs to establish that the denominator of that fraction is true. This would necessitate him proving that the incomings he states are *exhaustive* of all incoming amounts to the Hong Kong bank accounts from 5 May 2010 to the present. Importantly, to show that the incomings he claims are exhaustive, it is not enough that the Husband shows that there is evidence of the specific incomings he claims: he must also show on a balance of probabilities that *no other incomings occurred*. If he cannot show this, the denominator he relies on would not be reliable; it would not be safe for the court to accept his submitted percentage of 86%. On the facts, the Husband has failed to show this. As the Wife rightly points out,[43] it is not sufficient for the Husband to merely provide bank statements from 2010 alone, and statements showing outflows from those bank accounts for those individual transactions. In my view, his failure to produce bank statements for the period 2011 onwards means that he has failed to show on a balance of probabilities that the sum of $7,590,759.62 represents 86% of all the incoming funds that ever entered the Hong Kong bank accounts.

43 DS at paras 51 and 52 (d).

35 Fourth, in the present case there is evidence that the Husband treated outgoings from the Hong Kong bank accounts as routinely constituting contributions towards the marriage. By the Husband's own account, he spent around S$744,946 from these bank accounts between May 2010 and March 2012 on family expenses such as furniture and household items, birthday parties for the children, and groceries.[44] This demonstrates that beyond the fact that there were commingled funds in the Hong Kong bank accounts, the Husband treated the funds therein as freely available for the payment of household expenses. This provides an additional reason to treat the commingled funds as collectively having been incorporated into the pool of MAs.

36 For the above reasons, I find that the Husband is unable to show that the LA Apartment was purchased with funds which comprised 86% of his pre-marital assets. There is thus no basis to accept the Husband's argument that only 14% of the value of the LA Apartment should be included in the pool of assets for division. Given that the funds in the Husband's Hong Kong bank accounts should be treated as fully part of the MA pool, there is also no reason to deal with the assets funded by moneys from these bank accounts in a separate category from other matrimonial assets, contrary to the Husband's arguments.[45]

37 Further, and in any event, the LA Apartment is registered in the joint names of both parties. The Husband argues that this was only because of local requirements, and that parties had never resided nor visited the property. It was also acquired and managed solely by the Husband, and the net rental income was deposited in the Husband's bank account. There was no intention on the

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[44] PS at para 81; Plaintiff's Affidavit pursuant to FC/RA 10/2021 dated 15 October 2021 at para 26.

[45] PS at para 134.

Husband's part to incorporate the pre-marital moneys applied towards the property into the family estate.[46] I note that the Husband's evidence that parties never visited the property is at odds with the Wife's evidence,[47] and that his assertion that there was no intention to incorporate the pre-marital moneys applied towards the property into the family estate is unsupported by evidence. I would thus find that there is insufficient basis to contradict the objective evidence that parties registered the property as "Husband and Wife as Community Property with Right of Survivorship", indicating a *prima facie* intention to incorporate the moneys applied into the family estate.

38 As to the valuation of the LA Apartment, the Husband submits that it should be valued at USD$1,299,000 based on an undated listing on Zillow.[48] The Wife submits that the property's value should be USD$1,598,700 based on a listing on Zillow dated 23 February 2022.[49] I would prefer the Wife's valuation as the Husband's Zillow listing is from an apartment in the same postal code but a different street, whereas the Wife's valuation is from a unit in the same apartment block as the LA Apartment. Further, the Wife's valuation, being dated, is *prima facie* more reliable than the Husband's valuation.

The rental proceeds from the LA Apartment

39 The LA Apartment being an MA, it follows that the rental proceeds from the property would also have accrued to the MA pool. The Husband states in the Joint Summary that the net income of the property rental would be

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46 PS at para 79(b).

47 Defendant's Core Bundle of Documents ("DCBD") at p 26.

48 P AOM 1 at p 229.

49 Defendant's 2nd Affidavit of Assets and Means ("D AOM 2") at p 196.

USD$3,173 a month.[50] The Wife submits that 71 months of rent from October 2014 to September 2020, for a total of USD$225,283, would need to be accounted for.[51]

40 I reject the Wife's submissions. I find that the Husband has given sufficient explanation for where the rental proceeds were deposited. There is documentary evidence to back up the Husband's claim that the rental proceeds were deposited in his Citibank US Priority Bank Account -472, as the names of the persons making transfers into the account in December 2020[52] align with the names of the tenants of the property given by the property manager.[53] The aforementioned bank account has been included in the Husband's list of assets which he does not dispute form part of the MA pool (see [25] above). The Wife has not alleged any dissipation of funds from this account. No notional return of funds is thus necessary.

Disputed assets held by the Husband

Bank accounts and investment accounts

41 The Husband holds various bank accounts and investment accounts in Singapore and Hong Kong. He argues that only 14% of the value of these accounts should be considered as part of the MA pool, citing the same reason that he relied on in relation to the LA Apartment (*ie* that 86% of the funds therein

50 JS at p 3.

51 DS at para 98.

52 Plaintiff's 2nd Affidavit of Assets and Means dated 24 February 2022 ("P AOM 2") at p 908.

53 P AOM 1 at p 242.

are traceable to pre-marriage assets). I have explained earlier why I reject this argument. There is otherwise no dispute as to the valuation of these accounts.

42 In the circumstances, I find that the following accounts should be considered part of the MA pool *in toto*. I set out the details of these accounts and their valuations below:

S/N	**Description of Asset**	**Value of Asset**
1	Citibank HK Bank Accounts -049/-621/-757/-785/-641	HKD$1,365,063.01
2	HSBC HK Bank Account -833	HKD$777,150.46
3	Standard Chartered HK Bank Accounts -407/-618/ -689/-881/-599	HKD$1,027,694.53
4	Citibank HK investment accounts -881/ -263/ -135	HKD$5,515,221.20
5	HSBC HK investment account -833	HKD$4,488,083.53
6	Julius Baer Bank Account -2-01	USD$427,430.00
7	Interactive Brokers LLC investment account -897	USD$100,312.66
8	Julius Baer investment account -2-01	USD$1,267.956.90
9	Saxo Account investment account -SCM	USD$162,241.07

10	Standard Chartered SG Bank Accounts - 364/-838/-162	S$9,130.00

Shares in private companies

43 The Husband also has shares in two private companies, Company T and Company M. The Husband argues that only 14% of the current values of these shares should be included in the MA pool, for the same reason as the LA Apartment. For the reasons set out in [32]–[36], I reject this argument.

44 Parties do not dispute that the value of the Husband's shares in Company T is USD$1,000,000. This goes into the MA pool.

45 The Wife also claims that the Husband has received dividends of USD$650,000 arising from his shareholding in Company T. Both parties appear to agree that the Husband received USD$650,000 from Company T. The Husband's explanation for this is that this amount was returned to him to "recover 65% of his initial investment"[54]; he has produced a letter from the Chief Financial Officer of Company T which states that the "payment of past dividends…was for the return of a portion of the initial investment" that he had made.[55] The Wife contends that it is inconceivable that the Husband would receive this sum as a return of investment, and that the USD$650,000 ought to be attributed as a dividend payment for his investment in the company using matrimonial funds. However, given that there appears to be no challenge to the validity or authenticity of the documents produced by the Husband, I do not see

[54] JS at p 32.

[55] P AOM 4 at p 479.

any reason to disbelieve the Husband's account. I would therefore decline to add this sum of USD$650,000 to the MA pool.

46 As to the shares in Company M, the Husband argues that even though AUD$200,000 was originally invested by him, the current value of the shares is AUD$10,000.[56] This is based on the latest proposed unwritten rights issues.[57] The Wife submits that the shares should be valued at AUD$200,000, based on how much the Husband paid for them.[58] In my view, the Husband's valuation should be preferred, as there is no reason to depart from the usual principle that losses incurred by one spouse should generally be borne by both parties to the marriage (*VMO v VMP* [2020] SGHCF 23 ("*VMO*") at [52]).

47 The valuations of the Husband's shares in private companies that fall within the MA pool are thus as follows:

S/N	**Description of Asset**	**Value of Asset**
1	Shares in Company T	USD$1,000,000.00
2	Shares in Company M	AUD$10,000

Disputed assets held by the Wife

Shares in Company J

48 The Wife owns 97,500 ordinary shares in Company J ("the J Shares"). She argues that these should be excluded from the pool of matrimonial assets as

56 PS at para 87.

57 Plaintiff's Core Bundle ("PCB") at pp 26–28.

58 DS at para 67.

they were acquired at a nominal sum during a period of time where parties were already contemplating divorce, and so it would not be fair and equitable to include the J Shares into the MA pool.[59] The Wife thus urges the court to exercise its discretionary power to decline to add the shares to the MA pool (*Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] 2 SLR(R) 729 at [25]).

49 I reject the Wife's submissions. The Wife does not dispute that the J Shares were acquired sometime in 2019 while parties were still married,[60] but asserts that parties were discussing the terms of their divorce at the time. However, even if I were to accept that parties were contemplating divorce at the time of acquisition, this would not bring it to a sufficient level of factual similarity to the high bar set in cases such as *Lim Ngeok Yuen v Lim Soon Heng Victor* [2006] SGHC 83 ("*Lim Ngeok Yuen*"). In that case, the wife's property was only excluded from the MA pool because it was acquired, using funds entirely from the wife, at a time when parties had lived apart continuously for at least three and a half years (*Lim Ngeok Yuen* at [35]). Here, even if it may be true that there had been discussions about divorce, these discussions had only just begun in late 2018 or early 2019,[61] and parties were still living under the same roof.[62] I note, moreover, that there is no evidence of the value of the shares at the time they were acquired by the Wife, save for her bare assertion that their value was "nominal". In any event, the value of the shares at present is far from nominal. I go on to explain my finding in relation to the valuation of the J Shares.

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[59] DS at para 69(a).

[60] DS at para 70.

[61] D AOM 1 at para 58.

[62] D AOM 1 at para 55.

50 The J Shares were valued by a Joint Valuer. In its Valuation Report dated 3 January 2023, the Joint Valuer found that the J Shares had a market value of USD$2,697,755, or S$3,674,369, as of 12 April 2022.[63] Both parties contest this valuation.

51 The Wife submits that the value of the J Shares should be zero.[64] In the alternative, the Wife submits that the court should consider the available equity in Company J, and then consider the remaining equity following payment to the remaining preferred shareholders which would be made available to the Wife, which would place the value of the J Shares as nominal or zero. In the further alternative, the Wife suggests that the court may consider distributing the J Shares in kind.[65]

52 The Wife cites four reasons why the J Shares were overvalued by the Joint Valuer. First, the Joint Valuer failed to consider the crash of the technology sector which occurred between July 2022 and the date of the Valuation Report on 3 January 2023. Company J, being a technology start-up, had faced financial difficulty because of this.[66] Second, the Wife claims that the Joint Valuer failed to consider comparable education-technology companies in Singapore in assessing the valuation of Company J. This, the Wife says, was necessitated by the methodology of the "OPM Backsolve Approach" adopted by the Joint Valuer.[67] Third, the Joint Valuer failed to confirm whether the Wife would receive the value of the J Shares ascertained in the Valuation Report in the event

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[63] P AOM 4 at pp 40–60.

[64] DS at para 80.

[65] DS at para 80.

[66] DS at para 73.

[67] DS at para 74.

of a liquidity event.[68] Fourth, the Joint Valuer failed to apply a discount for the lack of marketability of the J Shares as a result of an absence of a significant secondary market for them.[69]

53 I do not consider these criticisms persuasive. First, the Wife offers no evidence of the way in which the state of the technology sector has impacted Company J specifically, whether through a loss of business or otherwise. A generic assertion of macro-economic instability[70], without more, cannot be a good basis in itself to cast doubt on the Joint Valuer's findings – let alone form the basis for asserting that shares valued at USD$2,697,755 should be given a value of zero. The Joint Valuer has also noted that to the extent that data was provided on Company J by the Wife for the period of 12 April 2022 to 2 January 2023, this disclosed a significant increase in revenue in the last five months of this period.[71]

54 Second, I accept the Joint Valuer's explanation that the OPM Backsolve Approach, which takes into account the practical realities of the business performance and prevailing market conditions that Company J was facing as at the dates of the shares issues,[72] does not need to be derived from specific comparable companies as it is based on the range of volatilities typically expected to be applied in the context of early-stage companies.[73] In this

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68 DS at para 75.

69 DS at para 76.

70 Defendant's 4th Affidavit of Assets and Means dated 2 March 2023 ("D AOM 4") at paras 14 and 15.

71 P AOM 4 at p 379.

72 P AOM 4 at p 378.

73 P AOM 4 at p 378.

connection, beyond making the general suggestion that Singapore education technology companies are unique, the Wife does not provide any coherent explanation as to why the value of Company J was likely to be either "much more volatile or much less volatile than other early stage companies generally".[74] In any event, the Joint Valuer has noted that adopting volatility inputs that were on either extreme of the range adopted in the OPM Backsolve Approach would result in valuations *higher* than the valuation it derived.[75]

55 Third, I see no basis for endorsing the Wife's submission that the J Shares should be valued based on what the Wife would actually receive in the event of a liquidity event, rather than the Joint Valuer's assessment of the J Shares' market value. The Wife cites no legal basis for why this should be the case. Instead, the Wife bases her argument on the Joint Valuer's purported refusal to provide confirmation that the Wife would receive the sum reflected in the Valuation Report in the event of a liquidity event, saying that this raises legitimate questions as to whether the J shares ought to be valued in the manner reflected in the Valuation Report.[76] In response to the Wife's query on this issue, the Joint Valuer had noted that this did "not appear to be a query arising from the Valuation Report but rather, appears to be a request for an additional conclusion or opinion".[77] The mandate of the Joint Valuer was to assess the market value of the J Shares as defined under International Valuation Standards, being "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length

74 P AOM 4 at p 379; D AOM 4 at para 18.

75 P AOM 4 at p 379.

76 DS at para 75.

77 P AOM 4 at p 380.

transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion". The Joint Valuer was, in my view, justified in pointing out that the scope of this mandate did not encompass having to respond to the Wife's query. No adverse inference should be drawn against the Joint Valuer on the basis of its response to the Wife's query, given that the query itself was not within the scope of the Joint Valuer's mandate.

56 Fourth, whether a discount for lack of marketability should be applied is an industry specific consideration that is best left to the expertise of an independent valuer (*Kiri Industries Ltd v Senda International Capital Ltd and another and other appeals and other matters* [2022] SGCA(I) 5 at [241]–[243]). The criticisms offered by the Wife, which are unsupported by the evidence of any other valuer, do not give rise to serious doubt as to the reliability of the Joint Valuer's valuation and their determination that no discount for lack of marketability is required.[78] The OPM Backsolve Approach adopted by the Joint Valuer was already based on non-marketable Series Seed, Series A, and Series A+ shares, and no further discount to reflect additional non-marketability was needed.[79]

57 The Husband, conversely, submits that the Joint Valuer has undervalued the J Shares. He claims that the Joint Valuer adjusted the valuation based on the shares being valued based on a liquidity event, by applying a downward adjustment of 48%.[80] As there was no joint instruction given by parties for the

[78] P AOM 4 at p 57.

[79] P AOM 4 at p 382.

[80] PS at para 98.

J Shares to be valued in a liquidity event, and there was no other reason why such an approach should be adopted, this discount should not have been applied.[81] The Husband also notes that Company J has been performing well post-valuation, and its share sales price has been increasing.[82] The Husband submits that the value of the J Shares should therefore be taken as no lesser than US$4,648,313.97.[83]

58 I am not persuaded by the husband's criticisms of the Joint Valuer's assessment. First, as noted by the Joint Valuer, the Husband's submission that a percentage adjustment was made to the per-share price paid for Series Seed, Series A or Series A+ shares to calculate the value of ordinary shares at each date on which shares were issued[84] is inaccurate. Instead, OPM Backsolve Analysis was utilised to assess likely variations of various classes of shares, and to take into account the subordination of the interests of ordinary shareholders with each successive issue of shares.[85] It would not be uncommon for the spread between the value of ordinary shares and the most recently issued preference shares to increase with successive issues of new classes of shares.

59 Second, the Joint Valuer had initially extrapolated the price of the J Shares (which were ordinary shares) from the price at which Series A+ shares were exchanged, as these were the transactions closest to the date of assessment. However, the Series A+ shares enjoyed significant liquidation preferences over

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[81] PS at para 99.

[82] PS at para 99(j).

[83] PS at para 99(q).

[84] P AOM 4 at p 376.

[85] P AOM 4 at p 36.

ordinary shares.[86] The Joint Valuer's analysis thus needed to reflect this difference. I therefore disagree with Husband's argument that the fair value of Company J should be straightforwardly derived from previous Series A and A+ rounds without further adjustment.[87]

60 Third, even though Company J has been performing well subsequent to the Joint Valuer's assessment, it could very well be, as noted by the Joint Valuer, that the likelihood of such an increase may have been anticipated by subscribers of shares issued in previous tranches and therefore would already be factored into the Joint Valuer's assessment of the value of the J Shares.[88]

61 In light of the above reasons, I decline to depart from the Joint Valuer's assessment that the J Shares have a market value of USD$2,697,755.

Shares in Company R

62 The Wife also previously held 400,000 shares in Company R ("the R Shares"). This was transferred to a representative of Company R for nominal consideration of USD$1 on 23 March 2022.[89] Company R has since been wound up.[90] The Wife states that the transfer of the shares was in furtherance of the winding up of Company R and to ensure that its main shareholder recouped its losses.[91]

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86 P AOM 4 at p 375.

87 PS at paras 99(m)–(q).

88 P AOM 4 at p 379.

89 Defendant's 3rd Affidavit of Assets and Means dated ("D AOM 3") at para 28.

90 D AOM 3 at para 26.

91 DS at para 82; D AOM 3 at para 28.

63 The Joint Valuer found that the market value of the R Shares was nil.[92] It valued Company R as at 23 March 2022 on an orderly liquidation premise, given that Company R was wound up shortly after this date.[93] Given this assumption, the Joint Valuer found that the net assets of Company R as of this day would have been fully distributable to holders of Series A Preference Shares, with no value remaining for distribution to the holders of ordinary shares (which category the R Shares fell into).[94]

64 The Husband argues that the Joint Valuer has undervalued the R Shares, and that a fairer value is instead USD$500,000.[95] The Husband has put forward several criticisms of the Joint Valuer's approach: I do not find any of his criticisms persuasive, and I address them below.

(a) First, the Husband claims that there is a discrepancy between the date that the Joint Valuer was assigned to assess Company R's value (23 March 2022) and the date at which the financial position of Company R was assessed (24 March 2022).[96] This discrepancy features in a table in the Joint Valuer's report.[97]

(b) Second, the Husband claims that there is not merely a discrepancy in the dates, but that this difference in dates is significant because the Joint Valuer assigned a nil value to Company R's principal

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92 P AOM 4 at p 46.

93 P AOM 4 at p 58.

94 P AOM 4 at p 60.

95 PS at p 69.

96 PS at para 105(i).

97 P AOM 4 at p 51.

investment of 12,626 shares in Company J, which had been disposed of on 24 March 2022.[98] This omission to include the value of the shares in Company J, according to the husband, makes the valuation unreliable.

(c) However, both these criticisms are based on a misunderstanding of the Joint Valuer's report. It is clear that the Joint Valuer did not rely on the figures in the table cited by the Husband. The Joint Valuer correctly assessed the valuation of Company R as of 23 March 2022. The assessment of Company R's net assets at SGD$381,238 was derived from calculations which valued Company R's shares in Company J at SGD$526,419 as of 23 March 2022 (*ie* the correct date).[99] There was thus no discrepancy in the valuation date, nor was any erroneous nil value attributed to the value of shares in Company J. What the Husband's criticism also fails to appreciate that even after attributing significant value to Company R's shares in Company J, the Joint Valuer then needed to consider that the net assets of Company R would have to be distributed among Series A Preference Shares before any remaining assets could be distributed among the ordinary shareholders (including Company R). The Husband does not appear to dispute that taking into account this hierarchy of distribution would leave nil value for distribution to the holders of ordinary shares.

65 In light of the above reasons, I decline to disturb the Joint Valuer's assessment of the R Shares' value as being nil.

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98 PS at paras 105(ii)–(iii)

99 P AOM 4 at p 77.

Alleged dissipations by parties

66 I now address each party's allegations of a lack of full and frank disclosure of assets and/or dissipation of assets by the other party and their arguments for adverse inferences to be drawn against each other. In *UZN v UZM* [2021] 1 SLR 426 ("*UZN*"), the Court of Appeal ("CA") set out at [18] (citing *BPC v BPB and another appeal* [2019] 1 SLR 608 at [60]) that an adverse inference may be drawn where:

(a) there is a substratum of evidence that establishes a prima facie case against the person against whom the inference is to be drawn; and

(b) that person must have had some particular access to the information he is said to be hiding.

67 The CA in *UZN* went on to give guidance on the issue of alleged dissipations and adverse inferences. As summarised in *VMO* at [13]:

> (a) The court's duty is "to ensure that the matrimonial pool reflects the full extent of the material gains of the marital partnership": *UZN* at [59].
>
> (b) One means of doing so is to draw adverse inferences against a party who has failed to make full and frank disclosure of assets. The drawing of an adverse inference is based on the notion that "there is concealment of matrimonial assets which should be included for a fair division under s 112 of the Women's Charter": *UZN* at [61].
>
> (c) Another conceptually different means of ensuring that the matrimonial pool reflects the material gains of the marriage is to add the values of certain assets into the pool on the basis that a party has expended substantial sums when divorce proceedings are imminent: *UZN* at [62]. This is based on the *dicta* in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 ("*TNL*") at [24] (which the Court of Appeal referred to as the "*TNL dicta*").

(d) Further distinct from either of these two approaches is the wrongful dissipation provision in s 132(1) WC. It is distinct from the *TNL dicta* as the latter does not require "culpability" – the expenditure may be for entirely innocent reasons: *UZN* at [65]. It is distinct from adverse inference for non-disclosure because the latter is concerned with disclosure, whereas wrongful dissipation is concerned with the act of dissipation itself. The Court of Appeal recognised the possibility of drawing adverse inferences based on concealment of assets or wrongful dissipation, based on conduct even prior to when divorce proceedings are imminent: *UZN* at [66]. However, this would generally be difficult to justify – "it is difficult to believe that the parties would have intended to withdraw assets for the purpose of concealing or putting them out of reach of the other spouse during a time when their marital relationship was still functioning": *UZN* at [66]. Since this is a matter of proof, the possibility remains open nevertheless, but the facts must justify such an approach.

(e) These categories may overlap – one party may expend money in such a manner as to satisfy the requirements of the *TNL dicta* and also amount to wrongful dissipation, while also failing to disclose the movement of these assets, thereby justifying an adverse inference. These categories are, however, also conceptually distinct: see *UZN* at [68].

(f) In general, therefore, the position in relation to expenditure of assets by one party can be summarised as follows (*UZN* at [70]):

> … The court is not concerned with the justifiability of expenses stretching indefinitely into the past, but rather with what assets there were at the relevant time (usually, at the IJ date). As we explained at [22]–[24] above, in respect of accounting for how a spouse's income has been expended, their expenses shed light on whether the earnings have in fact been used up, or have instead been concealed. Restrictions on the parties' disposal of large quantities of matrimonial assets, meanwhile, generally only come to the fore after divorce proceedings are imminent, as explained in the *TNL dicta* (see [62]–[65] above). On the other hand, if a party appears to be spending significant sums of money which the other spouse does not support (say, on gambling activities) *before* divorce proceedings are imminent, the argument is instead one of financial irresponsibility, which will impact the question of the parties' direct and indirect contributions to the marriage in applying the *ANJ* structured approach (see [67] above). This

argument would have no impact on the identification or quantification of the matrimonial assets themselves.

Husband's dissipations

68 The first alleged dissipation by the Husband concerns the proceeds of sale of a property in Vietnam ("the Vietnam Property") which had originally been purchased in 2015. The proceeds when it was sold in June 2018 totalled VND$5.281 billion. The proceeds were transferred to the Husband's brother-in-law's company in Vietnam for conversion into US dollars,[100] before the Husband's sister arranged for the sum to be deposited into the Husband's mother's UOB account.[101]

69 The Husband's position is that the property was fully paid for by himself and was bought as an investment for his mother.[102] The funds from the sale of the property were thus a gift to his mother and not a dissipation.

70 The Wife's position is that notwithstanding the Husband's claim to have paid for the property entirely using his funds, the Husband has not adduced any evidence to discharge the burden of proof on him that only pre-marital assets were used towards the purchase of the Vietnam Property, which took place during the marriage.[103] In any event, the Wife notes that the Husband had messaged her on WhatsApp on 13 March 2018 asking "Viet property need wife sign off", and subsequently requested that the Wife attend at a lawyer's office to sign the relevant documents pertaining to the sale of the Vietnam Property in

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100 P AOM 2 at p 617.

101 P AOM 2 at para 24.

102 PS at p 60; P AOM 2 at para 24.

103 DS at para 90.

the parties' joint names. This, the Wife says, demonstrates a clear and unequivocal intention to treat the Vietnam Property as forming part of the pool of matrimonial assets.[104] Further, the Wife maintains that the Husband's intention to treat the Vietnam Property as an investment/gift to the Husband's mother was never communicated to her.[105] The Wife also points out various omissions in the evidence offered by the Husband.[106]

71 In respect of the WhatsApp message sent by the Husband, I do not agree that it demonstrated a clear and unequivocal intention to treat the Vietnam Property as a matrimonial asset. On the face of it, the message does not seem to me to say anything more than what the Husband asserts he meant to say, *ie* that Vietnamese law required the Wife's acknowledgement for a sale of the Vietnam Property to go through.[107]

72 I do, nevertheless, find that the proceeds of the sale of the Vietnam Property by the Husband should be returned to the MA pool. I agree with the Wife that the burden of proof is on the Husband to show that the Vietnam Property, despite having been acquired during the couple's marriage, is not a matrimonial asset. The Husband has not adduced contemporaneous evidence to show that the moneys involved in its acquisition were entirely from his pre-marriage income. At best, the Husband has only referred to the affidavit of his brother-in-law, who has said that he was told by the Husband in 2018 that the Vietnam Property had been purchased as an investment for the Husband's

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[104] DS at para 92.

[105] DS at para 92; D AOM 2 at para 43.

[106] DS at para 92(b)–(e).

[107] Plaintiff's 3rd Affidavit of Assets and Means dated 7 April 2022 ("P AOM 3") at para 28.

mother.[108] This statement by the brother-in-law cannot, in my view, constitute objective evidence for the Husband's version of events. Apart from this statement, there is no evidence to support the Husband's version of events. Further, as the Wife has pointed out, the proceeds of the Vietnam Property were transferred to the Husband's family at a time when divorce proceedings were imminent in June 2018. On the Husband's own evidence, the couple had already moved out of their shared bedroom since 2016, and had agreed to "keep the family together for at least 2 years while [they] worked on the divorce paperwork" at that point.[109] The Husband does not appear to dispute that the Wife was not informed of the transfer of the sales proceeds. Given the above, as well as the absence of any consent from the Wife to the transfer of the sale proceeds, the expenditure of a substantial sum by way of gift must be returned to the MA pool even if it was for the benefit of children or other relatives (*UZN* at [62]). The sale proceeds of VND$5.281 billion, which I find to be a substantial sum, should accordingly be added back to the MA pool.

73 The second alleged set of dissipations relates to various outflows of money from the Husband's accounts from 2015 to 2019.[110] The allegations of dissipation of these amounts were raised substantively for the first time in the Wife's submissions for the AM hearing, filed on 28 July 2023. Prior to this, the Wife had included some documentation of the alleged transfers,[111] but these consisted of a mere five pages of pictures within a 388-page affidavit, which was one of four affidavits that the Wife filed regarding her assets and means.

108 Affidavit of Plaintiff's Brother-in-Law dated 7 April 2022 at para 5.

109 P AOM 2 at para 115.

110 DS at paras 95 and 96.

111 D AOM 2 at pp 190–194.

Crucially, no reference to the documents or to these alleged outflows was made in the main body of that affidavit, nor in any subsequent affidavits. The Husband has been significantly prejudiced in his ability to provide an explanation for these transfers by the less than forthright manner in which the Wife has conducted her case. In the circumstances, it would be unsafe to give any weight to the Wife's assertions that the Husband has not provided explanations or documentation for these outflows.

Wife's dissipations

74 The Husband alleges that the Wife dissipated assets through thirteen withdrawals from her DBS Multiplier Account from 17 June 2019 to 30 March 2020, amounting to a total of $464,456.20.[112] To begin with, however, I note that the quantum alleged by the Husband is inaccurate, as various sums in Hong Kong dollars were mistakenly represented in Singapore dollars by the Husband.[113] The value of these withdrawals was therefore overestimated by at least five times. Significantly, this included a transaction erroneously valued by the Husband at S$289,519.40, accounting for over half of the alleged dissipations. Having regard to the size of the transactions (the majority of which were for less than S$10,000), as well as the documentation furnished by the Wife to support her claim of business expenses,[114] I find that the timing and amounts of these withdrawals do not support the inference of an orchestrated design to remove funds from the Wife's account (*BOR v BOS and another appeal* [2018] SGCA 78 at [79]).

[112] PS at pp 75 and 76.

[113] PS at pp 108 and 109; P AOM 2 at p 462.

[114] P AOM 2 at pp 1067–1098, 1280.

75 The Husband also alleges that the Wife made another seven unexplained transfers out of her HSBC SmartVantage Account from 3 January 2019 to 19 November 2020, for a total of HKD$256,547.[115] The Wife has, however, provided some documentation for her explanation that these payments were made for business purposes.[116] Given the timing and amounts of the transactions, I find there is no substratum of evidence that establishes a *prima facie* case against the Wife so as to necessitate an adverse inference against her.

76 I now set out the pool of MAs for division, proceeding on the basis of the following exchange rates as of 28 September 2023:[117]

(a) 1 USD = 1.37106 SGD

(b) 1 HKD = 0.1753 SGD

(c) 1 AUD = 0.87348 SGD

(d) 17,782.9 VND = 1 SGD

S/N	Description of Asset	Net Value	Net Value (SGD)
Assets in Parties' Joint Names			
1	Citibank Joint Account No. - 957	S$1,540.86	S$1,540.86
2	The LA Apartment	USD$1,598,700	S$2,191,913.62

115 PS at p 112.

116 P AOM 2 at pp 1280–1293.

117 https://www.oanda.com/currency-converter/en accessed on 28 September 2023.

Sub-total of assets held jointly			S$2,193,454.48
Assets in the Husband's Name			
3	Part of the moneys standing in the Husband's HK MPF account held with the Principal Trust Company (Asia) Limited (representing income post-marriage)	HKD$36,399.69	S$6,380.87
4	Part of the moneys standing in the Husband's HK MPF account held with Manulife	HKD$530,823.90	S$93,053.43
5	Citibank US Priority Bank Account No. -047 (representing income post-marriage)	US$41,198.68	S$56,485.86
6	DBS Autosave Bank Account No. -693	S$6,722.82	S$6,722.82
7	Motor Vehicle BMW 320i	S$20,892.00	S$20,892.00
8	Moneys standing in the Husband's Central Provident Fund account	S$99,598.81	S$99,598.81
9	DBS CPF Investment Account No. -220	S$154,824.68	S$154,824.68
10	Citibank HK Bank Accounts -049/-621/-757/-785/-641	HKD$1,365,063.01	S$239,295.55
11	HSBC HK Bank Account -833	HKD$777,150.46	S$136,234.48

12	Standard Chartered HK Bank Accounts -407/-618/ -689/-881/-599	HKD$1,027,694.53	S$180,154.85
13	Citibank HK investment accounts -881/ -263/ -135	HKD$5,515,221.20	S$966,818.28
14	HSBC HK investment account -833	HKD$4,488,083.53	S$786,761.04
15	Julius Baer Bank Account -2-01	USD$427,430.00	S$586,032.18
16	Interactive Brokers LLC investment account -897	USD$100,312.66	S$137,534.68
17	Julius Baer investment account -2-01	USD$1,267,956.90	S$1,738,444.99
18	Saxo Account investment account -SCM	USD$162,241.07	S$222,442.24
19	Standard Chartered SG Bank Accounts -364/-838/-162	S$9,130.00	S$9,130.00
20	Husband's Shares in Company T	USD$1,000,000.00	S$1,371,060.00
21	Husband's Shares in Company M	AUD$10,000.00	S$8,734.80
Assets to be added back to the MA pool in the Husband's name			
22	Sale proceeds of the Vietnam Property	VND$5.281 billion	S$296,970.69
Sub-total of assets in Husband's name			S$7,117,572.22

Assets held in the Wife's name			
23	DBS Multiplier Account No. -280	S$83,161.35	S$83,161.35
24	Part of the moneys in the Wife's POSB Everyday Savings Account No. -566 (held jointly with the Wife's sister)	S$70,040.74	S$70,040.74
25	HSBC Personal Integrated Account Portfolio No. -833	HKD$46,064.68	S$8,075.14
26	Wife's Shares in Company C	USD$50,000.00	S$68,553.00
27	Wife's Shares in Company J	USD$2,697,755.00	S$3,698,783.97
Sub-total of assets in Wife's name			S$3,928,614.20
Grand Total			S$13,239,640.90

Division of the pool of matrimonial assets

Direct contributions

77 Both parties do not dispute that they have made sole contributions to the assets listed under their respective names.[118] Beyond this, there is no dispute between parties as to their direct contributions apart from the inclusion and valuation of specific assets in the MA pool, which has been canvassed above.

[118] PS at para 112, DS at para 103.

78 I note that the LA Apartment, even though held in parties' joint names, was funded by the Husband. While the Wife maintains that she paid for a deposit of USD$33,000 in respect of the LA Apartment, this money came from the parties' joint Citibank account,[119] which was in turn funded by transfers from the Husband's Hong Kong bank accounts.[120] The value of the LA Apartment (S$2,191,913.62) should be added to the value of the assets held in the Husband's name (S$7,117,572.22) for the purposes of assessing the Husband's direct contributions. The direct contributions of the Husband thus sum up to S$9,309,485.84, while the direct contributions by the Wife sum up to S$3,928,614.20. The respective percentage of direct contributions between the Husband and Wife is thus 70.32% and 29.68% respectively.

Indirect contributions

79 In relation to indirect contributions, the court considers both indirect financial and non-financial contributions. In *USB v USA and another appeal* [2020] 2 SLR 588 ("*USB*") at [43], the CA noted:

> In our judgment, the broad-brush approach should be applied with particular vigour in assessing the parties' indirect contributions. This would serve the purpose of discouraging needless acrimony during the ancillary proceedings. Practically, this means that, in ascertaining the ratio of indirect contributions, the court should not focus unduly on the minutiae of family life. Instead, the court should direct its attention to broad factual indicators when determining the ratio of parties' indirect contributions. These would include factors such as the length of the marriage, the number of children, and which party was the children's primary caregiver.

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119 D AOM 3 at para 74.

120 P AOM 1 at para 44–48; PS at p 38.

80 At the outset, I note that both parties agree that equal weight should be placed on parties' direct and indirect contributions.[121]

81 The Wife submits that the overall indirect contributions should be assessed at 80:20 in her favour.[122] The Husband submits that the overall indirect contributions should be assessed at 65:35 in his favour.[123]

Indirect financial contributions

82 The Husband's position is that he paid close to 100% of the family expenses throughout the parties' marriage, including rent, the children's school fees and extra-curricular classes, expenses for the car, and other living expenses.[124] Many of these expenses are supported by documentation and receipts.[125] According to the Husband, the Wife only started to make financial contributions towards family expenses from end-2019 onwards, when he cut off her supplementary credit card.[126]

83 The Wife's position is that she "contributed significantly to the family expenses with the income she had received throughout the years";[127] that she deposited monies into the Baby Bonus account which was jointly held in C2 and the Husband's names;[128] and that it is undisputed that she pays for C2's

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121 JS at p 43.

122 DS at para 110.

123 PS at para 116.

124 PS at para 117.

125 P AOM 1 at pp 417–426, 427–431, 432–470.

126 PS at para 118.

127 DS at para 104.

128 D AOM 1 at para 28.

school fees.[129] She asserts that she became the sole breadwinner after the Husband ceased full-time work, "in view of her limited visibility of [the Husband's] means and assets at that time, therein fuelling her anxiety".[130] She also claims that the Husband exerted immense pressure on her to leave her job, and threatened to take the Children away if she did not do so.[131]

84 In respect of indirect financial contributions, I prefer the Husband's account of events. My reasons are as follows. First, the Wife's claim that she was a self-perceived sole breadwinner, even if taken at face value, does not in itself show either that she was in fact the sole breadwinner, or that the money she earned in fact went towards household expenses. Second, her claim to having been the sole breadwinner is undercut by her assertion that the Husband pressured her to leave her job. If the Husband was genuinely not making financial contributions to the household and the Wife was the one paying for household expenses, it seems to me illogical and anomalous that the Husband would have exerted pressure on her to stop working. Third, and significantly, apart from the payments for C2's school fees, the Wife has not adduced evidence of any payments made by her for any household expenses. Fourth, as the Husband points out, the Wife has in her own affidavits affirmed that prior to 2020, the Husband would normally be the one paying for food or household expenses.[132]

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[129] P AOM 1 at para 64.

[130] DS at para 109(e).

[131] DS at para 109(e).

[132] D AOM 1 at para 60(g).

85 On a balance of probabilities, and given the documentation available, I find that the Husband would have been responsible for payment for the vast majority of household expenses, at least until the last year of the parties' marriage in 2019–2020.

Indirect non-financial contributions

86 The Husband's account of his indirect non-financial contributions includes, *inter alia*, the following:

(a) From mid-2010 to early-2011, the Husband worked while the Wife was unemployed. During this period, the Husband remained an active hands-on father who fed and showered C1, changed his diapers, and played with him.[133]

(b) From early-2011 to end-2013, both parties were working save for four months of maternity leave taken by the Wife following C2's birth. The Husband says that during this period the Wife "remained hustling" at work while the Husband continued to be a hands-on father.[134]

(c) From end-2013 to July 2020, the Husband was a stay-home parent while the Wife continued working full time. The Husband would care for the Children, bring them for visits to the doctor, dentist, and optician; attend school events and supervise the Children's homework; take them out for outdoor activities five to six times a week, and register

[133] PS at para 121; P AOM 1 at para 67.

[134] PS at para 122; P AOM 1 at para 67.

and bring them for other enrichment activities.[135] The Husband also maintains that he would cook for the Children, fetch them after school, organise family trips, read bed-time stories to the Children, and tuck them into bed.[136]

(d) From July 2020 to the present, the Wife has unilaterally prevented the Husband from being involved in the daily care of the Children by moving out with them, and the Husband should not be penalised for his resulting non-involvement.[137]

87 The Wife's account of her indirect non-financial contributions includes, *inter alia*, the following:

(a) She stopped working in 2009 to undergo fertility treatment and to prepare for the birth of C1.[138] During this time, the Husband was busy with work and was barely at home.[139]

(b) She helped the Husband with the businesses that he had invested in, by assisting in accounting, recruitment, and auditing.[140]

(c) She was sole caregiver to C1. Although she had the help of her mother, a confinement nanny, and a domestic helper at times, she handled the cleaning and washing of baby bottles, breastfeeding pumps

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135 PS at para 123.

136 PS at para 123.

137 PS at para 125.

138 D AOM 1 at para 38.

139 D AOM 1 at para 39.

140 D AOM 1 at para 38(b).

and clothes, and would personally change C1's diapers.[141] Conversely, the Husband only changed C1's diapers once or twice.

(d) She continued to breastfeed C1 for a year, even after she resumed work when C1 was six months old.[142] She similarly breastfed C2 for a year.[143]

(e) She moved to Singapore despite not having a job, family members or friends in Singapore, after the Husband was promoted to a position in Singapore.[144] After moving to Singapore, the Husband had to spend a significant amount of time building workplace relationships and would return home late. He would be constantly on his phone even when spending time with the family.[145]

(f) Even after starting work in June 2012, the Wife would arrange for the helper to pick C1 up early from childcare (which normally lasted from 7.00am to 7.00pm), or would personally leave work early to spend time with C1.[146] Later, when C2 was born in April 2023, she took maternity leave for four months to take care of the Children while the Husband was working.[147]

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[141] D AOM 1 at para 39.

[142] D AOM 1 at para 39(d).

[143] D AOM 1 at para 45(c).

[144] D AOM 1 at para 40.

[145] D AOM 1 at para 41.

[146] D AOM 1 at para 42.

[147] D AOM 1 at para 44.

(g) She woke up at 6.00am every day to get C1 ready for school.[148] She would also read storybooks to the Children. After C2 was born, she assisted her two domestic helpers with doing the marketing and cooking. She also trained the helpers and organised their routine.[149]

(h) Despite having overseas work commitments in 2014 and 2015, she would be in Singapore at least 80% of the time. Her mother and an on-call nanny would assist her when she was away.[150]

(i) She would arrange and prepare all the logistics for family holidays.[151]

(j) From 2014 onwards, even though the Husband had ceased working, he was not interested in supervising the Children's schoolwork. In contrast, the Wife paid special attention to the Children's performance in school, nagged the Children to study hard, and helped them with their schoolwork. She also continued to be the Children's primary care giver, organising their day-to-day activities and seeing to their needs.[152] She continues to be active in their school and tuition activities.[153]

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148 D AOM 1 at para 42.

149 D AOM 1 at para 45.

150 D AOM 1 at para 46.

151 D AOM 1 at para 47.

152 D AOM 1 at para 51.

153 D AOM 1 at para 51.

88 I note that the Wife's fertility treatment occurred over 2009,[154] which pre-dates the parties' marriage in May 2010. The general rule is that such indirect contributions during a period of cohabitation pre-marriage should not be taken into account (*USB* at [51]). Leaving this aside, I do accept that the Wife has made significant contributions at home, particularly when the Children were very young. Apart from playing an active role in the Children's lives, she took time off work when they were born, and has continued to be involved in their lives. Significantly, the Husband does not appear to dispute that the Wife moved to Singapore in support of his career development.[155] He also does not disagree that doing so was a sacrifice for the Wife, who had no job, no friends and no family in Singapore.[156] This sacrifice – in terms of the comforts of home, the security of gainful employment and financial independence, as well as familial support networks – should not be overlooked (*BNS* at [43]).

89 On the other hand, I do find that in some aspects of her evidence, the Wife has unjustifiably and unreasonably downplayed the Husband's domestic contributions. The Wife contends that as a semi-retired stay-home parent, the Husband relied significantly on domestic help.[157] However, the Wife herself had the benefit of her mother and two additional domestic helpers when C2 was born, with one domestic helper being (on the Wife's own evidence) "dedicated solely to taking care of [C2]".[158] I stress that the point here is not that the Wife's contribution should therefore be disregarded, but that it would be unfair for the

[154] D AOM 1 at para 36.

[155] D AOM 1 at para 39(d).

[156] D AOM 1 at para 40.

[157] DS at para 109(g).

[158] D AOM 1 at para 45(a).

Wife to cite the availability of domestic help as a reason to deprecate the Husband's contributions when the Wife relied on the same support herself.

90 I note, in addition, that the Wife herself was working during most of the Children's childhoods. By her own admission, she was absent from Singapore for one out of every five days for a two-year period between 2014 and 2015, because of work trips.[159]

91 There is also significant documentary support for the Husband's assertion that he played a significant role in the Children's lives, in terms of interacting with them, bringing them out, and hosting events with their friends on numerous occasions.[160] Though the Wife claims that the Husband failed to pay attention to the Children's schoolwork, she has produced no evidence to substantiate this claim.

92 Importantly, the Husband's contribution to the Children was recognised by the Wife herself during the marriage. It is telling that the Wife found it appropriate to text the Husband on 28 July 2015 to say: "Spending time with the kids is important but that should never be the only thing matter [*sic*] in life. Do something for yourself. Sometimes good to be selfish".[161] While this text reflects well on the Wife's support for the Husband at that point in their marriage, it does also substantiate the Husband's claims as to the effort he had put in to the Children's upbringing during the marriage.

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[159] D AOM 1 at para 46.

[160] P AOM 1 at pp 507–564.

[161] P AOM 2 at p 1675.

93 Finally, while parties have alleged misconduct by each other, it is unnecessary to deal with these allegations in any detail. Mere misconduct is generally insufficient to warrant an adjustment of division (*VMO* at [159]), and the allegations in this case are neither extreme nor undisputed. The court, not being equipped to scrutinise the conduct of the parties to assign blame, would be ill-placed to deal with these allegations (*Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [25]).

94 In the circumstances, and having regard to both the indirect financial and non-financial contributions of parties, I find that the percentage contribution of the Husband and Wife in respect of indirect contributions should be 40% and 60% respectively.

95 The MA pool is thus apportioned as follows:

	Wife	**Husband**
Direct Contribution (50%)	29.68%	70.32%
Indirect Contribution (50%)	60%	40%
Overall Ratio	44.84%	55.16%
Share of the Matrimonial Asset Pool of $13,239,640.90	**$5,936,654.98**	**S$7,302,985.92**

96 Apportioning the joint assets between the parties in this ratio, the Wife would be holding on to S$3,928,614.20 of assets in her sole name, as well as S$983,544.99 constituting her notional stake in the joint assets. To give effect to the above division of the MA pool, I order that the Husband transfer an amount of S$1,024,495.79 to the Wife.

97 I also recognise that much of the Wife's assets are in the form of shares in private companies which do not provide her with a liquid source of funds. I therefore order that the LA Apartment be sold within six months from today, with the sale proceeds (net of any outstanding bank loans, legal fees and other relevant sales expenses) to be apportioned between parties in the overall ratio set out at [95].

Maintenance for the wife

98 The court can take into account each party's share of the matrimonial assets when assessing the appropriate quantum of maintenance to be ordered (*ATE v ATD* [2016] SGCA 2 at [31]; *WDO v WDP* [2022] SGHCF 11 at [23]). As Debbie Ong JC (as she then was) noted in *TNC v TND* [2016] 3 SLR 1172 ("*TNC*") (at [66]), an order of maintenance under s 113 of the Women's Charter supplements the order for the division of matrimonial assets: maintenance is based on need (see also *BUX v BUY* [2019] SGHCF 4 at [55]). In *TNC* (at [68]), Ong JC decided not to award the wife any maintenance – but this was in view of the fact that the wife had been awarded the "massive" sum of $10.7 million in the division of matrimonial assets. On appeal, the Court of Appeal left Ong JC's orders on maintenance undisturbed (see *TND v TNC and another appeal* [2017] SGCA 34 at [104]). In practice, courts have routinely varied the maintenance sum ordered to account for the matrimonial assets divided between parties (see for example *Lock Yeng Fun v Chua Hock Chye [2007] 3 SLR(R) 520*; *Oh Choon v Lee Siew Lin* [2014] 1 SLR 629 at [21]*; Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 at [26]).

99 Considering the share of matrimonial assets awarded to the Wife, her current employment and level of income, and having regard to the factors

enumerated in s 114(1) of the Women's Charter, I find that no order as to maintenance for the Wife is necessary.

Maintenance for the Children

100 The duty to maintain children is shared by both parents. They have a shared responsibility to provide for their children, although "their precise obligations may differ depending on their means and capacities" (*TIT v TIU* [2016] 3 SLR 1137 at [61]). In *WOS v WOT* [2023] SGHCF 36 ("*WOS*"), Choo Han Teck J found that despite the wife being a homemaker with no income, after receiving a share of over $8 million in matrimonial assets she would have no financial issues bearing a fair share of the child's expenses, and it would therefore be fair for both parties to share this burden equally.

101 Having regard to the means of both parties and the amount the Wife is set to receive as part of division of the MA pool, it would be fair for both parties to share equally in the Children's expenses.

102 In assessing the reasonableness of the Children's expenses submitted by both parties, *WOS* at [50] sets out the following:

> 50 In my view, a child's reasonable needs are not determined solely by the financial capabilities of its parents. The focus of the enquiry should be on whether the expense itself is needed for each child. Although wealthy parents may indulge their children beyond what they reasonably need, they can expend the largesse at their pleasure. The court is only concerned with what a child in the circumstances reasonably needs. In this connection, the full expenses of a tertiary education at an overseas institution are not reasonable expenses that parents should be mandated to pay for — simply on the basis that they can afford it. Instead, they are luxury expenses that parents can choose to indulge their children in. A much more reasonable expense is the costs related to tertiary education at a local university or a portion thereof. Furthermore, there is no

> reason why children who wish to pursue an overseas education cannot take on some responsibility for their decision, for instance by either off-setting some of their unnecessary expenses, obtaining scholarships, grants, and student loans, or contributing to their own expenses by working part-time. Children should not simply expect their parents to provide for every desire.

103 Parties' declared monthly incomes are $2,640 and $6,000 for the Husband and Wife respectively.[162] As I noted earlier, the Husband disagrees that the Wife's current monthly income is $6,000 – but given the letter from Company J which the Wife has produced,[163] I see no reason to doubt her evidence. However, these incomes have to be seen in context of the parties' wealth, as well as the share of the matrimonial assets which the Wife will obtain.

104 I next assess the expenses of the Children for the purposes of maintenance.

Quantum of maintenance for C1

105 I set out the calculation of the quantum of maintenance for C1 in the table below. Where there is disagreement between the parties as to the amount payable by the Husband, I have ascribed to him a figure which is in my view reasonable in view of the nature of the activity or programme involved.

[162] JS at p 3.

[163] Defendant's 7th Affidavit dated 15 April 2021 at p 40.

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	**Amount (S$)**	**Amount (S$)**
1	School fees	3,145.33 The Husband has been paying for C1's school fees, while the Wife has been paying for C2's school fees. The Wife submits the Husband ought to pay for C2's school fees.	The current arrangement should be continued.	The current arrangement should be continued, with C1's school fees being paid for by the Husband and C2's school fees being paid for by the Wife.
2	Swimming team expenses	100.00 In the Joint Summary, this amount of $100 was increased to $250, on the basis that swimming team training had	50.00	Husband to pay 50.00

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	**Amount (S$)**	**Amount (S$)**
		increased in frequency.		
3	Chinese tuition (and materials)	250.00	125.00 The Husband claims he should pay half only if the tuition is conducted during his time with the children.	Husband to pay 125.00 There should be no requirement that the tuition be conducted during the Husband's time with the Children.
4	Coding classes	160.00 The Wife revised this amount in the Joint Summary to 240.00.	120.00	Husband to pay 300.00 for all classes collectively

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	**Amount (S$)**	**Amount (S$)**
5	Mathematics and science tuition classes	400.00 This category of expense was raised for the first time in the Joint Summary	0	
6	Drum classes	240.00 This category of expense was raised for the first time in the Joint Summary.	0	
7	School camps	650.00	0 The Husband submits that not only was he not consulted on these expenses, the summer camps were organized to deprive him of	Husband to pay 325.00.

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	Amount (S$)	Amount (S$)
			time with the Children.	
8	Insurance (health, life, accidental, travel and education)	1,000.00	Husband proposes that agreed expenses be paid equally on a reimbursement basis. Otherwise up to $50/month.	I am of the view that it is reasonable for the Husband to contribute equally to the cost of medical, accident, life and education policies for the Children. Similar expenses have been allowed in respect of maintenance for the children of a marriage in various local cases: see *eg* *CLB v CLC* [2022] SGHCF 3 at [49] (health insurance),

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	Amount (S$)	Amount (S$)
				VOW v VOV [2023] SGHCF 9 at [91] (medical and life insurance); *VJQ v VJP and another appeal* [2020] SGHCF 13 at [9] (term life insurance); *TOF v TOE* [2021] 2 SLR 976 at [59]] As there is no evidence before me as to the specific insurance premiums payable for each type of insurance policy and/or that any such policies have already been

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	Amount (S$)	Amount (S$)
				purchased, parties are to agree between themselves on the insurance policies to be purchased in the categories of medical, accident, life and education policies for the Children, after which the Wife is to pay for the insurance premiums upfront with the Husband reimbursing her half the premium amounts.
9	Medical expenses	250.00	Parties to pay equally on a reimbursement basis.	Medical expenses to be paid on a reimbursement

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	Amount (S$)	Amount (S$)
				basis, split equally.
10	Phone bill	15.00	7.50	Husband to pay 7.50.
11	Clothes and footwear	100.00	25.00	Husband to pay 40.00
13	School uniform and school shoes	50.00 This was later revised in the Joint Summary to $100.00	15.00	Husband to pay 25.00
15	Computer (and programmes/ software)	100.00	15.00	Husband to pay 15.00 If a new computer is necessary, this would be on a reimbursement basis, shared equally.

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	**Amount (S$)**	**Amount (S$)**
16	Entertainment (including eating out)	100.00	Parties to each bear the children's entertainment and weekend expenses during their respective time with the Children.	Husband to pay 40.00
17	Weekend expenses	100.00	Parties to each bear the children's entertainment and weekend expenses during their respective time with the Children.	Parties to bear expenses during respective time with the Children on weekends.
18	Birthday cakes and birthday gifts	50.00	0 Parties each bear the children's birthday expenses during their	Parties to bear their own expenses during times with the Children

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	**Amount (S$)**	**Amount (S$)**
			respective times with the Children.	
19	Birthday gifts for friends	50.00	0	0
20	Haircuts	15.00	0 Husband will bring the Children for haircuts.	Husband to pay 7.50
21	Books	50.00	0 Parties to each bear the Children's book expenses during their respective time with the Children.	Husband to pay 30.00
Sub-total		7.105.33 (as in Joint Summary)	407.50	965.00 (excluding items to be paid on

S/N	Expenses	Wife's position on C1's monthly expenses	Husband's position on amount payable by him (representing half of C1's monthly expenses)	Court's decision on monthly payment by Husband
		Amount (S$)	**Amount (S$)**	**Amount (S$)**
				reimbursement basis)

Quantum of maintenance for C2

106 The sum of maintenance for C2 is identical to C1. Although C2's school fees are currently being paid for by the Wife, this is balanced by the Husband paying for C1's school fees. There are only three areas of difference. First, while C1 goes for drum classes, C2 goes for piano classes. The Wife's position on C2's piano classes is that the expenses are $300, while the Husband's position is that he ought not to have to pay for the classes as he was not consulted on them and the expenses have been incurred without his agreement.[164] The Husband proposes that he pay a sum of $120 a month in respect of all the enrichment classes by each child.[165] A second difference is that the Wife claims that the coding classes for C2 are more expensive than C1's coding classes, at $300 a month compared to $240.[166] Conversely, C1's mathematics and science classes are more expensive than C2's, at $400 compared to $300.[167] In the

[164] JS at p 60.

[165] JS at p 60.

[166] JS at pp 52 and 60.

[167] JS at pp 51 and 70.

circumstances, I find that it will be reasonable for a similar arrangement to apply for C2 as for C1. I therefore order that the Husband shall also pay a sum of $300.00 a month in respect of all C2's classes (*ie* coding classes, piano lessons and math / science tuition classes, but excluding Chinese tuition on which parties' positions are aligned).

107 The third difference is that the Wife claims for one-off expenses of $8,000 for C2's braces.[168] This is unsupported by evidence in the Wife's affidavit. The Husband's position on this is that the expense was raised for the first time in the Joint Summary and is thus evidence from the Bar. The Husband also claims that he has already paid for half of the expense of C2's braces, although no evidence has been produced for this claim either.[169] In the circumstances, I do not find it necessary to adjust the quantum of maintenance payable on the basis of this claim.

108 The quantum of maintenance payable by the Husband in respect of C2 would thus similarly be $965.00 a month (excluding items to be paid on reimbursement basis).

Children's share of household expenses

109 I next consider the quantum of the Children's share of the household expenses which the Husband should contribute towards.

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168 JS at p 71.

169 JS at p 71.

S/N	Household Expenses	Wife's position on amount payable by husband for household expenses of both children (representing one third of total household expenses)	Husband's position on amount payable by him for household expenses of both children	Court's decision on monthly payment by Husband for household expenses of both children
		Amount (S$)	**Amount (S$)**	**Amount (S$)**
1	Utilities (gas, water and electricity)	100.00 In the Joint Summary, this amount was revised to 116.67.	100.00	Husband to pay 100.00
2	Wi-Fi services	20.00	20.00	Husband to pay 20.00
3	Part time cleaner	260.00	100.00	Husband to pay 150.00
4	Groceries	500.00	400.00	Husband to pay 500.00
5	Household items / appliances / electronics / maintenance	66.67 In the Joint Summary, this amount was	16.50	Husband to pay 30.00

S/N	Household Expenses	Wife's position on amount payable by husband for household expenses of both children (representing one third of total household expenses)	Husband's position on amount payable by him for household expenses of both children	Court's decision on monthly payment by Husband for household expenses of both children
		Amount (S$)	Amount (S$)	Amount (S$)
	work / miscellaneous	revised to 160.00		
6	Transportation (car leasing, fuel and car maintenance)	666.67 The Children have always had access to a car during the marriage.	250.00 The Children can take public transport or taxi, or a used small car.	Husband to pay 250.00
Subtotal		1723.34 (as in Joint Summary)	886.50	1050.00

110 In total, the amount of maintenance payable by the Husband is $2,980 a month.

Summary of orders

111 In summary: I divide the matrimonial assets between the Husband and Wife in the ratio of 55.16% to 44.84% respectively. Following from this

division, the Husband is to transfer the sum of S$1,024,495.79 to the Wife. I also order that the LA Apartment be sold within six months from today, with the net sale proceeds to be divided between parties according to the above ratio.

112 Parties shall have joint custody over the Children, with the Wife having sole care and control. Access arrangements shall be as outlined at [17]–[22]. There shall be no maintenance for the Wife. As for the Children's maintenance, the Husband shall pay a total of S$2,980 as monthly maintenance for both Children.

Liberty to apply

113 In respect of the S$1,024,495.79 which the Husband is to transfer to the Wife in order to give effect to the division of the MA, parties are to agree between themselves on the timeline and other terms of the transfer – save that both sides have liberty to apply if there is no agreement reached within 3 weeks from today.

114 In respect of the sale of the LA Apartment, parties are also to agree on the terms applicable to the conduct of the sale (*eg* who is to have conduct of the sale etc). It is open to parties to agree that part or all of the S$1,024,495.79 which the Husband is to transfer to the Wife be taken from his share of the net sale proceeds of the LA Apartment. Again, both sides have liberty to apply if no agreement is reached on the terms of the sale of the LA Apartment within 3 weeks from today.

115 There shall generally be liberty to both sides to apply in respect of the working out of the orders given in this judgment.

Costs

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

Mavis Chionh Sze Chyi
Judge of the High Court

Foo Siew Fong, Yoon Min Joo and Charis Sim Wei Li (Harry Elias Partnership) for the plaintiff;
Kee Lay Lian and Shawn Teo Kai Jie (Rajah & Tann Singapore LLP) for the defendant.