

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 21

Divorce (Transferred) No 2880 of 2017 and Summons No 384 of 2024

Between

XIS

... Plaintiff

And

XIT

... Defendant

JUDGMENT

[Family Law — Matrimonial assets — Division]

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XIS
v
XIT and another matter

[2025] SGHCF 21

General Division of the High Court (Family Division) — Divorce
(Transferred) No 2880 of 2017 and Summons No 384 of 2024

Tan Siong Thye SJ

24 January 2025

24 March 2025

Judgment reserved.

Tan Siong Thye SJ:

Introduction

1 The plaintiff (the “Wife”) and the defendant (the “Husband”) were married for about 25 years. They have three adult children who have all completed their tertiary education. The only issue in the ancillary matters hearing is the division of the parties’ matrimonial assets.

Background facts

2 The Husband is 62 years old.¹ He is a director in four companies, *viz*, Company [A], Company [B], Company [C] and Company [D]. These companies are collectively referred to as “the Companies”. In 2018, the Wife

¹ Defendant’s affidavit filed on 13 January 2025 at para 1.

commenced an action at the High Court seeking a declaration that the Husband is the beneficial owner of the shares and the two patents in the Companies. This case is known herein as the “HC Suit”. However, the Husband’s case was that the Companies were set up with the financial assistance of his relatives. Thus, the relatives were the beneficial owners of the Companies. The High Court declared that the Husband’s beneficial interests in the shares of the Companies were as follows: 92.33% in Company [A], 100% in Company [B], 49% in Company [C] and 100% in Company [D]. The Husband was dissatisfied with the decision of the High Court and lodged an appeal against the declaration made by the High Court. I will refer to his appeal as the “AD Suit”. The Appellate Division of the High Court dismissed the appeals in relation to Company [A], Company [B] and Company [D], but partially allowed the appeal in relation to Company [C], finding that the Husband beneficially owned 45% of the shares.

3 The Wife is 67 years old. She was previously an educator at the Institute of Technical Education but is currently self-employed.² The parties were married on 16 January 1993 but lived separately since sometime in 2000 or 2001.³ The Wife commenced divorce proceedings on 22 June 2017 and interim judgment (“IJ”) was granted on 9 January 2018.⁴

Division of matrimonial assets

4 It is trite law that in determining the division of matrimonial assets, the court should use a broad-brush approach, with the inquiry focusing on what is just and equitable in the circumstances. Although there are multiple classes of

² Parties’ Joint Summary filed on 16 January 2025.

³ Plaintiff’s Written Submissions filed on 10 January 2025 at para 7.

⁴ Plaintiff’s Written Submissions filed on 10 January 2025 at para 5.

assets in this case, the parties' contributions are not so varied and wide-ranging as to require the classification methodology. The parties also seem to agree that the global assessment methodology is appropriate and, therefore, I shall adopt the global assessment methodology. Given that this is a dual-income marriage, the approach in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*") applies. I set out the structured approach here (*ANJ v ANK* at [22]):

... [T]he court could first ascribe a ratio that represents each party's direct contributions relative to that of the other party, having regard to the amount of financial contribution each party has made towards the acquisition or improvement of the matrimonial assets. Next, to give credit to both parties' indirect contribution throughout the marriage ... the court should proceed to ascribe a second ratio to represent each party's indirect contribution to the well-being of the family relative to that of the other. Using each party's respective direct and indirect percentage contributions, the court then derives each party's average percentage contribution to the family which would form the basis to divide the matrimonial assets. Further adjustments (to take into account, *inter alia*, the other factors enumerated in s 112(2) of the WC) may need to be made to the parties' average percentage contributions ...

Identification and valuation of matrimonial assets

5 The parties do not have any assets in their joint names. I shall first deal with the identification and valuation of matrimonial assets which are undisputed:⁵

S/N	Asset	Value
Husband's assets		
1	Westpac Bank classic account	S\$3,267.90
2	Alliance Bank savings account	S\$524.36
3	Public Bank savings account	S\$2,424.68

⁵ Parties' Joint Summary filed on 16 January 2025 at Part D.

S/N	Asset	Value
4	CPF accounts	S\$143,144.18
5	KWSP funds in Malaysia	S\$8,847.97
6	Loan to Company [D]	S\$578,371.20 (equivalent of RM1,748,936)
Subtotal (Husband's undisputed assets only)		S\$736,580.29
Wife's assets		
7	CPF accounts	S\$195,703.05
8	Life insurance policy	S\$78,587.29
9	Bank accounts	S\$111,567.30
10	Shares	S\$69,289.44
Subtotal (Wife's undisputed assets only)		S\$455,147.08

6 The parties submit that certain assets should not be included in the pool of matrimonial assets to be divided. They also dispute the valuation of some of these assets. The relevant provision on what constitutes a matrimonial asset is found in s 112(10) of the Women's Charter 1961 (2020 Rev Ed) and it reads as follows:

(10) In this section, "matrimonial asset" means —

(a) any asset acquired before the marriage by one party or both parties to the marriage —

(i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or

(ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and

(b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,

but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

7 Generally, matrimonial assets are identified as at the date of the IJ and valued as at the date of the ancillary matters hearing. The only exception is that balances in bank and Central Provident Fund (“CPF”) accounts are to be valued as at the IJ date (*CLT v CLS and another matter* [2021] SGHCF 29 at [6]). However, the Wife disputes the adoption of the default position in respect of the valuation of the Companies. She urges the Court to value the Companies at the IJ date as she asserts that the Husband had been dissipating the assets of the Companies since she filed for a divorce. I shall address her submission subsequently.

8 Having analysed the evidence, I am of the view that the pool of matrimonial assets comprises the following:

S/N	Asset	Husband’s case	Wife’s case	Court’s decision
Husband’s assets				
1	Superannuation funds in Australia	0 (Refused to disclose)	Unknown	Adverse inference drawn
2	Property [E]	Not a matrimonial asset	S\$980,500	Not a matrimonial asset

S/N	Asset	Husband's case	Wife's case	Court's decision
3	Moneys utilised to purchase Property [F]	Not a matrimonial asset	S\$685,930	S\$685,930
4	Moneys utilised to purchase and renovate the Property [G]	S\$71,492.59 (equivalent of RM217,554.05)	S\$388,188	S\$101,708.30 (See [15]–[19] below)
5	Moneys utilised to service a CIMB Bank loan	Not a matrimonial asset	S\$119,710	Not a matrimonial asset
6	Share of ancestral home	Not a matrimonial asset	S\$267,963	Not a matrimonial asset
7	Public Bank account number ending with 3612 (“Account 3612”)	Not a matrimonial asset	S\$14,358	S\$14,358 (equivalent of RM43,534.41)
8	Public Bank account number ending with 8336 (“Account 8336”)	Not a matrimonial asset	S\$446,240	S\$136,290 (equivalent of RM413,000) (See [29]–[31] below)

S/N	Asset	Husband's case	Wife's case	Court's decision
9	Public Bank account number ending with 5725 ("Account 5725")	Not a matrimonial asset	S\$110,596	Not a matrimonial asset
10	Public Bank account number ending with 0825 ("Account 0825")	Not a matrimonial asset	S\$13,713	Not a matrimonial asset
11	Singapore bank accounts	0 (Refused to disclose)	Unknown	Adverse inference drawn
12	Share of the Companies managed and/or controlled by the Husband	S\$3,786,382.50	S\$7,865,585	S\$7,865,585
13	Unaccounted part of the RM3,000,000 dividend paid by Company [A]	Disbursed	S\$96,302	S\$96,302
14	Entitlement to dividends of RM999,000 paid by Company [A] in 2018	Disbursed	S\$304,200	S\$304,200

S/N	Asset	Husband's case	Wife's case	Court's decision
15	Entitlement to dividends of USD218,341 paid by Company [B] in 2018	Disbursed	S\$297,992	S\$297,992
Subtotal (Husband's assets only)				S\$9,502,365.30
Wife's asset				
16	The Condominium	S\$896,023.26	S\$1,106,155.22	S\$1,106,155.22
Subtotal (Wife's asset only)				S\$1,106,155.22

The Condominium

9 The only disputed asset in the Wife's sole name is a condominium in Singapore that she purchased in 2002 (the "Condominium"). Neither party disputes that the Condominium should be part of the pool of matrimonial assets. However, the parties disagree as to the valuation of the Condominium. The Husband values it at \$896,023.26 (net) (as at 11 January 2018),⁶ while the Wife values it at S\$1,106,155.22 (net). The reason for the Wife's valuation is that the Condominium was sold in June 2022 for the price of S\$1,250,000.⁷ Her view is that the net proceeds of S\$1,106,155.22 should therefore be used in the calculation of its value.⁸ The court would generally adopt a valuation nearest to the date of the ancillary matters hearing (see [7] above), and I see no reason to

⁶ Defendant's Written Submissions filed on 29 November 2024 at para 87.

⁷ Plaintiff's Written Submissions filed on 10 January 2025 at para 26, S/N 1.

⁸ Plaintiff's 4th ancillary matters affidavit filed on 27 September 2024 at para 9.

depart from that starting position for the Condominium. Given that the Wife had sold the Condominium in June 2022, I accept her submission that the net proceeds of S\$1,106,155.22 ought to be adopted as the appropriate valuation.

Property [E]

10 The Husband owns a property in Melbourne, Australia (“Property [E]”). It is undisputed that Property [E] was purchased by the Husband prior to their marriage.⁹ However, the Wife claims that Property [E] has been transformed into a matrimonial asset because she contributed A\$10,000 to its purchase and made extensive improvements and renovations to the property over the course of the marriage.¹⁰ Additionally, she claims to have spent about A\$500 to re-carpet some rooms in Property [E] in 1993.¹¹ She also submits that it was used as their matrimonial home for the first two years of their marriage.¹² Conversely, the Husband avers that Property [E] has been self-funded by the rent collected to pay for the mortgage loan and other liabilities such as taxes.¹³ He argues that the Wife’s assertions are completely unsubstantiated and that the parties never treated Property [E] as their matrimonial home.¹⁴

11 I am of the view that Property [E] should not be included in the pool of matrimonial assets. Firstly, the Wife has not adduced any evidence to prove that she has contributed to the payment of Property [E] or substantially improved it. Secondly, even if I accept the Wife’s account that the parties had stayed there

⁹ Defendant’s Written Submissions filed on 29 November 2024 at para 52.

¹⁰ Plaintiff’s Written Submissions filed on 10 January 2025 at paras 28, S/N 7 and 38.

¹¹ Plaintiff’s 1st ancillary matters affidavit filed on 7 February 2018 at para 18.

¹² Plaintiff’s Written Submissions filed on 10 January 2025 at para 28, S/N 7.

¹³ Defendant’s Written Submissions filed on 29 November 2024 at para 52.

¹⁴ Defendant’s Written Submissions filed on 29 November 2024 at paras 53–54.

for two years before moving into their matrimonial home in Singapore, this does not convert Property [E] into a matrimonial asset. I agree with the Husband's submission that the family's short period of residence in Property [E], if any at all, was merely a "temporary measure" whilst the parties awaited the completion of their matrimonial home in Singapore (see *TQU v TQT* [2020] SGCA 8 at [54]).¹⁵ This does not suffice to transform Property [E] into a matrimonial asset.

Moneys utilised to purchase Property [F]

12 The Husband purchased a property in Melbourne, Australia in the name of their elder son, [X], in May 2017.¹⁶ I will refer to this property as "Property [F]". This was roughly one month before the Wife commenced divorce proceedings in June 2017, and four months before the Wife served the divorce papers on the Husband in September 2017.¹⁷ The parties agree not to include Property [F] in the pool of matrimonial assets. However, the Wife is seeking for the moneys used by the Husband to purchase Property [F] to be included in the pool of matrimonial assets. The Husband contends that the funds used for the purchase of Property [F] are not matrimonial assets and that there is no plan to sell Property [F] for now.¹⁸

13 The landmark case of *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 states (at [23]–[24]) that when divorce proceedings are imminent and one spouse expends a substantial sum, that sum must be included in the pool of matrimonial assets if the other spouse had not agreed to the expenditure. This is regardless of whether the expenditure was a deliberate

¹⁵ Defendant's Written Submissions filed on 29 November 2024 at para 56.

¹⁶ Defendant's Written Submissions filed on 29 November 2024 at para 65.

¹⁷ Defendant's Written Submissions filed on 29 November 2024 at para 65.

¹⁸ Defendant's Written Submissions filed on 29 November 2024 at para 67.

attempt to dissipate matrimonial assets or for the benefit of the children. In the present case, the Husband contributed a substantial amount of money to the purchase of Property [F] merely one month before divorce proceedings began. I find it difficult to believe the Husband's claim that he was not aware of the impending divorce proceedings. It appears, in my view, that divorce proceedings must have been imminent by May 2017 and if the Husband wished to purchase Property [F], he should have sought the Wife's consent beforehand.

14 The Wife submits that the Husband spent S\$685,930 (equivalent of RM2,079,835) on Property [F].¹⁹ On the other hand, the Husband claims that he contributed only RM1,908,030 to the purchase, of which RM1,650,000 was borrowed from Company [A].²⁰ The Wife argues that it is the Husband's own testimony that he withdrew a total of RM2,079,835 from his Public Bank Savings account number ending 6123 for the "[p]urchase of an Australian apartment for [X], including payment of legal fees, stamp duty, furnishing the apartment, etc."²¹ Having reviewed the evidence, I find that the Husband had indeed indicated in his affidavit that he withdrew RM66,502 and RM1,908,030 on 3 April 2017, RM48,000 on 6 April 2017, and RM25,000 and RM32,303 on 5 June 2017, all for the purposes of purchasing Property [F].²² Therefore, the sum of S\$685,930 (equivalent of RM2,079,835) ought to be returned to the pool of matrimonial assets.

¹⁹ Plaintiff's Written Submissions filed on 10 January 2025 at paras 27, S/N 8 and 28, S/N 8.

²⁰ Defendant's Written Submissions filed on 29 November 2024 at para 66.

²¹ Defendant's 2nd voluntary affidavit filed on 5 June 2018 at para 8, S/N 24(i)–(k), (m) and (n); Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at para 31.

²² Defendant's 2nd voluntary affidavit filed on 5 June 2018 at para 8, S/N 24(i)–(k), (m) and (n).

Moneys utilised to purchase and renovate Property [G]

15 In 2015, the Husband and his sister, [Y], purchased a property in Malaysia in their joint names (“Property [G]”). It was meant to serve as their future retirement home.²³ The Wife is not staking a claim in Property [G]. Instead, she argues that the funds used towards the purchase of the property should be returned to the pool of matrimonial assets. The Husband does not seem to disagree with this submission but disputes the quantum of financial contributions he had made towards the acquisition and/or maintenance of Property [G].

16 The Husband’s version is that he only contributed a total of S\$71,492.59 (or RM217,554.05) to Property [G].²⁴ This comprises a withdrawal of RM216,408.77 from his KWSP account (equivalent of Singapore’s CPF), a payment of RM600 to replace the lawn and monthly payments of fire insurance of RM22.72. He claims that the remainder of the expenses and mortgage loans continue to be financed by [Y] until today.²⁵ To support his assertion, the Husband adduces documents proving [Y]’s contributions to the purchase of Property [G].

17 The first document is a cheque dated 5 March 2015. It is a payment of RM73,500 from [Y] to “Yap Koon Roy & Associates”.²⁶ The second document is a cash deposit of RM31,500 made to “Allworth Real Estate S/B” on 27 February 2015, which had been deposited by the Husband on behalf of [Y].²⁷

²³ Defendant’s Written Submissions filed on 29 November 2024 at para 76.

²⁴ Defendant’s Written Submissions filed on 29 November 2024 at para 87, S/N 24.

²⁵ Defendant’s Written Submissions filed on 29 November 2024 at para 77.

²⁶ Defendant’s 2nd voluntary affidavit filed on 5 June 2018 at page 192.

²⁷ Defendant’s 2nd voluntary affidavit filed on 5 June 2018 at pages 24 and 192.

The Husband claims that both payments amount to RM105,000, which was the 10% deposit or downpayment for Property [G].²⁸ He explains that there were two payments made to two different entities because: (a) the initial 3% (*ie*, RM31,500) was paid to the real estate agent for their services; and (b) the balance 7% (*ie*, RM73,500) was paid to the lawyers acting on behalf of the seller.²⁹ The third document is a cheque dated 31 March 2015. It is a payment of RM42,928.10 from [Y] to “W K Chan & Co” and the accompanying receipt states that it is for “[a]dvance of part disbursements (Gulala, Lot 11204, Ukan Bkt Baru, Daerah Melaka Tengah, Melaka)”.³⁰ The Husband explains that [Y] issued a cheque to the law firm for advance payment of legal fees associated with Property [G] as she was going to be overseas.³¹ The fourth to sixth documents are cheques of RM5,000, RM3,000 and RM3,000 respectively addressed to the Husband.³² The Husband claims that these cheques are [Y]’s monthly mortgage payments towards Property [G].³³

18 The Wife, however, contends that the Husband had contributed S\$388,188 (equivalent of RM1,177,039.50) to Property [G].³⁴ Her calculations are as follows. First, the purchase price is estimated to be RM1,050,000 based on her transaction prices search report from MyProperty Data Sdb Bhd.³⁵ Second, the total stamp duty payable in 2018 is RM25,500 based on a search

²⁸ Defendant’s 3rd voluntary affidavit filed on 20 August 2018 at para 12, S/N 1.

²⁹ Defendant’s 3rd voluntary affidavit filed on 20 August 2018 at para 12, S/N 1.

³⁰ Defendant’s 2nd voluntary affidavit filed on 5 June 2018 at page 193.

³¹ Defendant’s 3rd voluntary affidavit filed on 20 August 2018 at para 12, S/N 1.

³² Defendant’s 2nd voluntary affidavit filed on 5 June 2018 at pages 194–196.

³³ Defendant’s 2nd voluntary affidavit filed on 5 June 2018 at para 8, S/N 25(a).

³⁴ Plaintiff’s Written Submissions filed on 10 January 2025 at para 27, S/N 9.

³⁵ Plaintiff’s 2nd ancillary matters affidavit filed on 4 December 2018 at para 43 and TAB B-4.

result from the official website of JPPH (the Malaysians Valuation and Property Services Department).³⁶ Third, the Husband's legal fees are estimated to be RM9,350 based on an online website.³⁷ Lastly, the Wife alleges that the Husband spent RM91,589.50 from his sole Public Bank Savings account number ending 6123 to renovate the property in October 2015.³⁸ This is based on the Husband's own claim that his withdrawals of RM25,000, RM46,589.50 and RM20,000 in October 2015 were for the renovation of Property [G].³⁹ The Wife's calculations appear to be erroneous, as the sum of the above values is RM1,176,439.50, instead of RM 1,177,039.50. The Wife also emphasises that the Husband has not produced any supporting documents to substantiate his claims that [Y] was the one who made and is still making the monthly mortgage repayments to CIMB Bank.⁴⁰ Further, the Wife submits that [Y]'s official Malaysian address, which was purportedly changed on 21 October 2016, is not the address of Property [G]. Based on the Wife's personal knowledge, [Y] does not stay in Property [G] even when she returns to Malacca.⁴¹

19 I accept the Husband's evidence regarding [Y]'s contributions to Property [G]. The cheques were addressed to the real estate agents and lawyers during the period when the Husband and [Y] bought Property [G]. There is nothing in evidence to show that [Y]'s address was changed on 21 October 2016. In any case, the fact that [Y]'s official address is not Property [G] does not decisively show that she made little to no financial contributions to the

³⁶ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at para 43 and TAB B-5.

³⁷ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at paras 42–43.

³⁸ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at paras 35 and 43.

³⁹ Defendant's 2nd voluntary affidavit filed on 5 June 2018 at para 8, S/N 24(a).

⁴⁰ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at para 33.

⁴¹ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at para 39(c).

property. Property [G] is after all intended to be their retirement home. Further, I find that the Wife's estimations of the Husband's contributions to Property [G] which are based on online searches may not be convincing. However, I also accept that the Husband admitted to using RM91,589.50 from his bank account to renovate the property. Therefore, I find that his total contribution to Property [G] should be RM309,143.55 (RM217,554.05 + RM91,589.50), which is roughly S\$101,708.30 (based on the approximate exchange rate used by both parties, *ie*, RM1 = S\$0.329).

Moneys utilised to service a CIMB Bank loan

20 The Wife argues that the Husband utilised S\$119,710 (or RM362,979) to service a personal CIMB Bank loan, presumably using Property [G] as a collateral to acquire another piece of asset.⁴² She submits that the words "Land Collateral" appear in a document dated 6 June 2015.⁴³ This suggests that the loan was likely a personal loan using Property [G] as a collateral. The Wife requested monthly mortgage loan statements from the date of the purchase in March 2015, but the Husband only provided loan documents from 17 March 2016 onwards.⁴⁴

21 The Husband, on the other hand, maintains that the CIMB Bank loan is a mortgage loan for the purpose of purchasing Property [G].⁴⁵ To support his claim, he has provided bank documents evidencing this loan.⁴⁶ He explains that

⁴² Plaintiff's Written Submissions filed on 10 January 2025 at paras 27, S/N 10 and 28, S/N 10.

⁴³ Defendant's 1st Affidavit of Assets and Means filed on 7 February 2018 at page 77.

⁴⁴ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at para 36.

⁴⁵ Defendant's 4th affidavit filed on 24 September 2018 at para 8(6)(ii).

⁴⁶ Defendant's 4th affidavit filed on 24 September 2018 at pages 21–32.

there are no monthly loan statements from CIMB Bank and that [Y] has been paying all the mortgage loans thus far.⁴⁷

22 I find that this loan from CIMB Bank ought not to be included into the pool of matrimonial assets. The Wife has an elaborate explanation as to why she believes the loan is not a mortgage loan. She claims that the CIMB Bank loan was for the Husband to extend a personal loan to Company [D] in order to purchase a piece of leasehold industrial land. Given that the ground-breaking ceremony for the said land took place in July 2016, the Husband must have taken up the loan in early 2016, which explains why he could only provide bank statements from March 2016 onwards.⁴⁸ Nevertheless, the Wife's bare assertions are not substantiated with any convincing evidence. In any case, the Wife's counsel did not direct the court to any authority to explain why moneys used to service a loan during the course of the marriage should be added back to the pool of matrimonial assets. For the above reasons, I shall exclude the CIMB Bank loan from the pool of matrimonial assets. I shall address the Wife's allegations of the Husband's lack of full and frank disclosure in more detail shortly.

Ancestral home

23 The Wife claims that the Husband inherited a one-quarter share of his family's ancestral home in or around April 2004. She estimates the inheritance to be valued at S\$267,963 (or RM812,500) and she submits that it ought to be included in the pool of matrimonial assets. The Wife alleges that the ancestral home served as a second home for the family, where the parties and the children

⁴⁷ Defendant's 4th affidavit filed on 24 September 2018 at para 8(6)(ii).

⁴⁸ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at para 38(b).

spent their “weekends and holidays in the earlier years of their marriage”.⁴⁹ On the other hand, the Husband clarifies that he only has a one-eighth share of the ancestral home because he inherited a one-quarter share of his late father’s half-share of the ancestral home. The ancestral home was also only bequeathed to him upon his father’s demise in 2009.⁵⁰ I accept the Husband’s submission that the Wife did not substantially improve the ancestral home during the marriage. Given that the parties had lived separately since sometime in 2000 or 2001 and the ancestral home was only inherited by the Husband in 2009, there was likely no opportunity for the Wife to have substantially improved the ancestral home in any way.⁵¹ Neither would the family have resided in the home for an extended period. Even if the family had stayed there occasionally during the children’s school holidays, the ancestral home is not thereby transformed into a matrimonial asset. Therefore, it should be excluded from the pool of matrimonial assets.

Joint Malaysian bank accounts with [Y]

24 The Husband has four joint Malaysian bank accounts with [Y], *ie*, Account 3612, Account 5725, Account 0825 and Account 8336 (see [8] above). The Wife argues that the moneys in all these four accounts are matrimonial assets, while the Husband says that the moneys should be excluded from the matrimonial pool for various reasons. I emphasise from the outset that when a marriage is dissolved, the parties’ assets would generally be treated as matrimonial assets unless a party is able to prove that any particular asset was either not acquired during the marriage or was acquired through gift or

⁴⁹ Plaintiff’s Written Submissions filed on 10 January 2025 at para 28, S/N 11.

⁵⁰ Defendant’s Written Submissions filed on 29 November 2024 at paras 60–61.

⁵¹ Defendant’s Written Submissions filed on 29 November 2024 at para 62.

inheritance (*USB v USA and another appeal* [2020] 2 SLR 588 at [31]). The Husband, who asserts that the moneys are not matrimonial assets, bears the burden of proving his claim on the balance of probabilities.

25 The Husband and [Y] claim that Account 3612 is a joint trust account for the benefit of their late father's grandchildren.⁵² To support this claim, [Y] adduces passbook copies for this account in her affidavit.⁵³ These passbooks merely show the transactions that occurred between 2015 and 2018, and do not prove that the account is a trust account. Therefore, I find that the funds in Account 3612 ought to be included in the pool of matrimonial assets.

26 As for Account 5725 and Account 0825, the Husband and [Y] maintain that all the moneys in these accounts belong to [Y].⁵⁴ The Husband claims that he did not even know that these accounts existed and [Y] was shocked that the Wife knew of these accounts that the Husband had no clue about.⁵⁵ [Y] explains that she previously had a current account and a fixed deposit account, wherein her eldest brother, [Z], was mandated as an authorised signatory together with herself. This was to allow [Z] to operate the accounts in her absence as she was based in Scotland for years. However, [Z] passed away in 2016 and she was informed by the bank that the new banking regulations prohibit a sole account holder to add an additional authorised signatory. She was advised to open a new account in joint names instead. Therefore, [Y] opened Account 0825 and Account 5725 in 2017 to allow the Husband to operate the accounts on her

⁵² Defendant's 4th affidavit filed on 24 September 2018 at para 8(13)(i); Defendant's sister's supplemental affidavit filed on 20 August 2018 at para 14.

⁵³ Defendant's sister's supplemental affidavit filed on 20 August 2018 at pages 12–16.

⁵⁴ Defendant's 4th affidavit filed on 24 September 2018 at paras 8(16)(a) and (c).

⁵⁵ Defendant's 3rd affidavit filed on 20 August 2018 at para 12, S/N 2; Defendant's sister's supplemental affidavit filed on 20 August 2018 at para 13.

behalf in the event of any emergency. The funds in [Y]’s current account and fixed deposit account were transferred into Account 0825 and Account 5725 respectively. Her fixed deposit account was closed thereafter, while the current account was retained due to sentimental value.⁵⁶

27 The Wife expresses doubt at [Y]’s account, calling it an “elaborate and convoluted story”. She points out that [Y] has continued to issue cheque payments from her current account, which had a “healthy balance” of RM12,257.67 as at 10 August 2018.⁵⁷

28 In my opinion, the Husband’s position that he was unaware of the existence of Account 5725 and Account 0825 is not convincing. For him to have been appointed as a joint account holder, the Husband must have signed documents to authorise the opening of the bank accounts. Nevertheless, the bank statements adduced by [Y] demonstrate that the moneys were indeed transferred from her previous accounts with [Z] to Account 5725 and Account 0825.⁵⁸ The fact that [Y] had left a relatively small sum of money in her current account does not mean that Account 5725 and Account 0825 were not meant to replace her previous two accounts. Therefore, I accept [Y]’s assertion that the moneys in Account 5725 and Account 0825 belong to her solely and they are excluded from the pool of matrimonial assets.

29 Regarding Account 8336, the Husband argues that the moneys in this account are pledged to secure the Companies’ overdraft facility and none of the shareholders intend to lay claim to the moneys. He claims that he holds the share

⁵⁶ Defendant’s sister’s supplemental affidavit filed on 20 August 2018 at paras 6–11.

⁵⁷ Plaintiff’s 2nd ancillary matters affidavit filed on 4 December 2018 at para 57.

⁵⁸ Defendant’s sister’s supplemental affidavit filed on 20 August 2018 at pages 6–11.

of the moneys on trust for [Y].⁵⁹ In support of this claim, he has adduced an exhibit showing that the account was opened on 21 July 2009 with a deposit of RM1,000,000.⁶⁰ He has also provided a quarterly statement in December 2010 and a statement dated 20 July 2018.⁶¹ He explains that the 20 July 2018 statement shows the balance in the account (*ie*, RM1,353,061.56) including all the accumulated interest, which automatically rolls over with the principal amount to the next maturity date. This is supported by a document titled “Letter Pledging Fixed Deposit Receipt” dated 22 July 2009.⁶² The Husband says that there has been no deposit and no withdrawal since the account is a fixed deposit which is pledged to the bank.

30 The Wife, on the other hand, says that it is “disingenuous” for the Husband to make a “sweeping claim” that the initial RM1,000,000 deposit was made with all the dividends paid by Company [A] for the financial year in 2009. The RM1,000,000 dividends were paid by three separate cheques of varying amounts, namely, RM413,000 payable to the Husband, RM510,000 payable to [Y] and RM76,700 payable to [Z]. She questions how a cheque payable to [Z] can be deposited into Account 8336 which does not even include [Z]’s name as one of the joint account holders.⁶³

31 I find that the Husband has not discharged his burden of proving that all the moneys in Account 8336 should be excluded from the pool of matrimonial assets because they were pledged to secure the Companies’ overdraft facility.

⁵⁹ Defendant’s 4th affidavit filed on 24 September 2018 at paras 8(8) and 8(16)(b).

⁶⁰ Defendant’s 4th affidavit filed on 24 September 2018 at page 33.

⁶¹ Defendant’s 3rd voluntary affidavit filed on 20 August 2018 at pages 116–117.

⁶² Defendant’s 3rd voluntary affidavit filed on 20 August 2018 at page 118.

⁶³ Plaintiff’s 2nd ancillary matters affidavit filed on 4 December 2018 at para 56.

Even if I accept that not all the moneys in Account 8336 belong to the Husband, at least RM413,000 must belong to him since this was his share of dividends from Company [A] in 2009 that he claims he deposited into Account 8336. Therefore, this portion should rightfully be part of the pool of matrimonial assets.

Superannuation funds and Singapore bank accounts

32 The Wife argues that the Husband has four bank accounts in Singapore and superannuation funds (equivalent of Singapore's CPF) in Australia, for which he has failed to provide an adequate disclosure or explanation.⁶⁴ She therefore seeks for the court to draw an adverse inference against the Husband. In response, the Husband claims that there is no money in any of these Singapore bank accounts because he has not used them for more than ten years and they have become defunct. He insists that the accounts do not show up in the banks' computer systems and that there is no guarantee that he can obtain documentary evidence because banks do not keep account records for more than seven years.⁶⁵ Similarly, he maintains that he used the Australian superannuation funds long ago to pay for the parties' matrimonial flat in Yishun. He adduces screenshots from a website, showing that he had requested a statement of his superannuation funds from the Australian authorities, but has yet to receive a response.⁶⁶

33 In my view, there is no reason why the Husband could not simply have proven his bare assertions by writing to the Singapore banks to inquire about

⁶⁴ Plaintiff's Written Submissions filed on 10 January 2025 at para 28, S/N 6, 13.1–13.4.

⁶⁵ Defendant's Affidavit filed on 15 May 2019 in respect of the Order(s) of the Court made on 8 April 2019 at para 9.

⁶⁶ Defendant's 4th affidavit filed on 24 September 2018 at para 8(1) and pages 13–15.

the bank statements or status of the account (*eg*, when it was last active or how much money there was). Despite being the sole account holder, he refuses to communicate directly with the banks and has instead told the Wife to obtain such information herself. The Husband could also have made greater efforts to contact the relevant Australian authorities (*eg*, by emailing or calling them directly) to obtain information and documents about the superannuation funds that he claims had been spent. His wilful refusal to disclose the status of the bank accounts and superannuation funds supports the inference that he is concealing the actual value of his assets. I shall deal with this issue of drawing an adverse inference against the Husband in more detail below.

Shares of the Companies

34 It is undisputed that the Husband’s shares of the Companies ought to be included in the pool of matrimonial assets. However, the parties disagree as to the date of valuation and accordingly, the value of the shares. The Wife argues that the shares ought to be valued at S\$7,865,585 as at 31 December 2018, while the Husband contends that the shares ought to be valued at S\$3,786,382.50 as at 30 September 2023.⁶⁷

35 It is settled law that the default position for valuing company shares is to adopt a valuation as close to the ancillary matters hearing date as possible (see [7] above). However, the Wife argues that the court should depart from the default position and instead adopt the valuation as at the IJ date. The reason for this is that “[t]here is good reason to conclude that the Husband has taken steps to reduce the value of the Companies / diverted business” following the date of the IJ.⁶⁸ The Wife submits that 31 December 2018 is the closest date to when

⁶⁷ Parties’ Joint Summary filed on 16 January 2025 at Part D: Husband’s Assets, S/N 12.

⁶⁸ Plaintiff’s Written Submissions filed on 10 January 2025 at para 19.

directions were first given for the valuation of the Companies to be done (*ie*, 22 June 2018), and that the valuation could not proceed then because the Husband failed to provide the documents and information requested for. According to the Wife, the Husband had taken “multiple steps since the divorce proceedings were commenced to shield his business assets” by transferring his shares and diverting business contracts away from Company [B] to other entities.⁶⁹ She claims that this can be seen from the following instances:⁷⁰

(a) Despite having consistently declared dividends since 2009, Company [A] stopped declaring dividends as soon as divorce proceedings were commenced in June 2017.⁷¹

(b) Less than two weeks after the HC Suit was commenced, the Husband transferred all his shares in Company [A] and Company [D], except for one share in each company, to [Y].⁷²

(c) In 2018, significant sums of moneys from the Companies were diverted to other individuals via dividends declared.⁷³

(d) In 2018, there was a drastic drop in the Company [B]’s trade payables, suggesting that the Husband had taken steps to transfer liquid business assets out of Singapore.⁷⁴

⁶⁹ Plaintiff’s Written Submissions filed on 10 January 2025 at para 19(b).

⁷⁰ Plaintiff’s Written Submissions filed on 10 January 2025 at para 19(b).

⁷¹ Plaintiff’s Written Submissions filed on 10 January 2025 at para 19(b)(ii); Plaintiff’s 4th ancillary matters affidavit filed on 27 September 2024 at paras 33 and 34(ii).

⁷² Plaintiff’s 4th ancillary matters affidavit filed on 27 September 2024 at para 34(iii).

⁷³ Plaintiff’s Written Submissions filed on 10 January 2025 at para 19(b)(iii); Plaintiff’s 4th ancillary matters affidavit filed on 27 September 2024 at para 34(iii).

⁷⁴ Plaintiff’s Written Submissions filed on 10 January 2025 at para 19(b)(iv); Plaintiff’s 4th ancillary matters affidavit filed on 27 September 2024 at paras 35–37.

The Wife also avers that the Husband has had many opportunities to incorporate new companies with nominee directors/shareholders for him to divert the Companies' business away.⁷⁵ Further, the Husband had "not been forthcoming in answering questions from the Wife's valuers regarding the Companies".⁷⁶

36 Conversely, the Husband claims that the directions given by the Deputy Registrar on 22 June 2018 was either for a valuation of the Companies to be concluded within 12 weeks of the case conference or, in the alternative, for the Wife to initiate a civil suit in the High Court to determine the Husband's beneficial interests in the Companies. The Wife "hardly gave the Husband any time to comply" before initiating the HC Suit on 12 July 2018.⁷⁷ Thereafter, he did not provide the requested documents and information because he had no reason to and had to instead focus on defending the suit.⁷⁸

37 The court retains the discretion to depart from the default position, *ie*, the date of the ancillary matters hearing, for valuation of matrimonial assets when there are cogent reasons to do so (*TDT v TDS and another appeal and another matter* [2016] 4 SLR 145 ("*TDT v TDS*") at [50]). In *TDT v TDS*, the court chose to value company shares on a date prior to the breakdown of the parties' marriage because there was a "not negligible possibility" that the husband might have managed the company's finances to the wife's detriment, and the husband had also made the counter-allegation that the wife had diverted the business of the company (at [51]). The court also referred to *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405

⁷⁵ Plaintiff's Written Submissions filed on 10 January 2025 at para 19(c).

⁷⁶ Plaintiff's Written Submissions filed on 10 January 2025 at para 19(d).

⁷⁷ Defendant's Written Submissions filed on 29 November 2024 at para 86(c).

⁷⁸ Defendant's Written Submissions filed on 29 November 2024 at para 86(c).

(“*Wan Lai Cheng*”). In *Wan Lai Cheng*, the court valued matrimonial properties at an earlier date before the ancillary matters hearing because the husband had increased the liabilities of the matrimonial assets in a manner that was not done for the family’s benefit (*Wan Lai Cheng* at [71]; *TDT v TDS* at [50]).

38 In the present case, the IJ was granted in 2018, and it has taken nearly seven years for the ancillary matters to be heard. During this period, the Wife commenced the HC Suit to determine the Husband’s beneficial interests in the Companies. The Husband maintained at the trial that he was not a beneficial owner of the Companies and was merely holding the shares on trust for his family members and relatives. Nonetheless, the Appellate Division of the High Court affirmed the High Court’s decision that the Husband holds significant beneficial interests in the Companies. Further, the Husband’s multiple transfers of shares in the Companies following the commencement of the divorce proceedings in 2017 (see [35] above) seem to suggest that he was trying to dissipate or conceal his assets. Thus, the Husband has not been fully frank in the disclosure of his assets, and I accept the Wife’s evidence of the Husband having dissipated his assets since the IJ date. Further, I disagree with the Husband that adopting the IJ date would be equivalent to “punishing” him for his supposed uncooperativeness. Neither am I suggesting that the effects of the COVID-19 pandemic should be “excluded” from the valuation process.⁷⁹ I reiterate that the court retains the discretion to depart from the default date of valuation of matrimonial assets when there are cogent reasons to do so, *eg*, when one party intentionally manages their assets to the detriment of the other spouse. It is unfortunate that the COVID-19 pandemic has negatively affected the Husband’s businesses, but these factors, viewed in their totality, makes it fairer

⁷⁹ Defendant’s Written Submissions filed on 29 November 2024 at para 86(d)–(e).

in the circumstances of this case to adopt an available valuation date nearest to the IJ date (*ie*, 31 December 2018) as the operative valuation date.

Dividends from the Companies

39 The Wife argues that the dividends received by the Husband from the Companies in 2017 and 2018 ought to be added to the pool of matrimonial assets. She explains that the dividends paid out in 2018 would not have been reflected in the valuation of the Companies on 31 December 2018. Neither would it have appeared in the Husband's last declared bank account statement as of January 2018. The Wife raises three different dividends in question. First, the Husband only identified a portion of the dividends of RM3,000,000 paid by Company [A] to the Husband in 2017, leaving RM292,000 unaccounted for.⁸⁰ Second, the Husband should have been entitled to dividends of RM999,000 paid by Company [A] in 2018 since he owns 92.33% of the shares.⁸¹ Third, the Husband should have received USD218,341 from Company [B] in 2018 as he is the 100% beneficial owner.⁸²

40 The Husband's response is that the dividends had already been disbursed since it was given in 2017 and 2018, while the Appellate Division's ruling on his beneficial interests in the Companies was only released in October 2023. He cannot be expected to account for them now as the Appellate Division's decision had yet to be rendered when the moneys were disbursed. He also says that there were loans being made by [Y] to the Companies and, therefore, he would have been liable to pay the moneys back to [Y] and other family members.

⁸⁰ Plaintiff's Written Submissions filed on 10 January 2025 at para 28, S/N 16.

⁸¹ Plaintiff's Written Submissions filed on 10 January 2025 at para 28, S/N 17.

⁸² Plaintiff's Written Submissions filed on 10 January 2025 at para 28, S/N 18.

41 I reject the Husband's explanation. The dividends in 2017 and 2018 are rightfully the Husband's because the legal effect of the AD Suit applies retroactively. Regardless of what was actually done with the dividends in 2017 and 2018, they formed part of the Husband's assets. Further, [Y]'s loans would have been to the Companies and not the Husband. Therefore, any recourse that [Y] has would be against the Companies. In the circumstances, I see no reason to exclude them from the pool of matrimonial assets.

The parties' liabilities

42 The Husband and the Wife do not have any joint liabilities. The parties' undisputed liabilities are as follows:

S/N	Liability	Value
Husband's liabilities		
1	DBS Cashline (overdraft)	S\$5,749.45
2	Westpac Investment Property Loan	S\$42,059.21
3	Amount loaned to the Companies by the Husband's family	S\$196,798.53
Subtotal (Husband's liabilities only)		S\$244,607.19
Wife's liabilities		
4	Standard Chartered MortgageOne Loan	S\$87,976.74
5	OCBC U-Plus Credit Card	S\$116.35
6	OCBC 365 Credit Card	S\$2,188.94
7	Citibank Citi Cash Back Mastercard	S\$57.34
Subtotal (Wife's liabilities only)		S\$90,339.37

43 The sole contested liability is the Husband’s loan from Company [A] to purchase Property [F].⁸³ On one hand, the Husband claims that he owes a loan of S\$544,702.03 (equivalent of RM1,650,000) to Company [A]. To support his claim, the Husband has adduced a document titled “Circular Resolution by Directors” dated 30 April 2015 which states that Company [A] has agreed to extend a loan of up to RM5,000,000 to the Husband without interest.⁸⁴ He has also provided a payment voucher dated 3 April 2017, which states that a payment of RM1,650,002.12 is disbursed to the Husband, of which RM1,650,000 is for a “[l]oan to director” and RM2.12 is for “[b]ank charges”.⁸⁵ There are also two invoices and a remittance application form dated 3 April 2017, evidencing the transfer of money.⁸⁶

44 On the other hand, the Wife asserts that this loan is a bare allegation. She argues that this alleged “loan” is but another instance of the Husband’s “crafty way” of withdrawing moneys from Company [A] in the form of tax-exempt dividends to minimise his personal income tax liability.⁸⁷ The loan, if taken, will be offset against subsequent dividends issued by Company [A]. The Wife alleges that the Husband has “wilfully refused/omitted” to produce the financial statements for Company [A] for their financial year in 2017, making it impossible to verify whether such a loan was indeed made to the Husband.⁸⁸

⁸³ Parties’ Joint Summary filed on 16 January 2025.

⁸⁴ Defendant’s 1st Affidavit of Assets and Means filed on 7 February 2018 at page 39.

⁸⁵ Defendant’s 2nd voluntary affidavit filed on 5 June 2018 at page 169.

⁸⁶ Defendant’s 2nd voluntary affidavit filed on 5 June 2018 at pages 170–171.

⁸⁷ Plaintiff’s 2nd ancillary matters affidavit filed on 4 December 2018 at para 32.

⁸⁸ Plaintiff’s 2nd ancillary matters affidavit filed on 4 December 2018 at para 32.

45 The Husband is the director of Company [A] and he beneficially owns 92.33% of the shares in Company [A]. The company resolution adduced by the Husband as evidence was also signed by him and [Y]. I agree with the Wife that it is certainly within his power, custody and possession to provide the financial statements for Company [A] to prove that such a loan was indeed taken out.⁸⁹ If it is true that the loan was made, then the financial statements and the amount of dividends declared by Company [A] should indicate so. In the circumstances, I find that the alleged loan has not been sufficiently proven and should not be included as part of the Husband's liabilities.

46 Accordingly, the overall value of the matrimonial assets are as follows:

Subtotal for assets under Husband's name	Subtotal for assets under Wife's name	Subtotal for joint assets
S\$9,994,338.40	S\$1,470,962.93	S\$0
Total: S\$11,465,301.33		

Direct contributions

47 The parties do not have any joint assets, and both parties paid solely for the assets in their own names. They appear to have calculated the Wife's financial contributions to the Condominium based on their respective valuations of the Condominium instead of what she actually paid for the Condominium. This means that any capital gains from the Condominium are considered part of the Wife's direct financial contributions. While this is not how direct contributions are usually assessed, I shall give effect to their agreed approach. As such, the direct financial contributions of the parties are in the ratio of approximately 87:13 in the Husband's favour.

⁸⁹ Plaintiff's 2nd ancillary matters affidavit filed on 4 December 2018 at para 32.

Indirect contributions

48 I shall now address the parties' indirect contributions. It is not disputed that the parties had been living separately since sometime in 2000 or 2001, but the facts surrounding their separation are in dispute. According to the Wife, the Husband left the family "without any notice and/or warning" after meeting a "Buddhist master" and she was left to deal with all the household responsibilities on her own.⁹⁰ She had initially commenced divorce proceedings in 2008 but withdrew them because she respected her father-in-law who was in poor health at the relevant time. Conversely, the Husband avers that the Wife was the one who initiated the separation in November 2000 when the Husband lost his job. She told him to "go for other women" and the Husband felt betrayed as a result, causing him to return to Malacca. The Husband also says that he had no family home to return to in Singapore because the Wife deprived him of their matrimonial home in 2002. He further contends that the Wife only discontinued her divorce proceedings in 2008 because she discovered the existence of the Companies and realised that she could potentially earn a windfall from that.⁹¹ This hypothesis is only logical when one sees the rosy potentials in the Companies at that relevant time. As in any business there are always risks involved. The Companies may go south and there may not be a windfall.

49 The Husband submits that the parties' indirect contributions should be 50:50.⁹² He claims that he has contributed financially to the household throughout their marriage by paying regular maintenance, except for the period between November 2000 and December 2004 because he was unemployed and

⁹⁰ Plaintiff's Written Submissions filed on 10 January 2025 at paras 50–51; Plaintiff's Further Written Submissions filed on 8 February 2025 at para 4.

⁹¹ Defendant's Written Submissions filed on 29 November 2024 at para 120.

⁹² Defendant's Written Submissions filed on 29 November 2024 at para 114.

burdened with credit card debts.⁹³ He emphasises that he increased his monthly maintenance on his own accord from S\$3,000 to S\$4,000 from end-2012 and that he funded the children’s tertiary education.⁹⁴ He estimates the total amount paid by him to the Wife for the children’s maintenance over the years until September 2017 to be approximately S\$506,050, excluding the amounts paid before November 2000.⁹⁵ The Husband also alleges that the Wife has not treated the children well. He submits that the children would often complain to him that basic necessities in their household were lacking and that the Wife would lose her temper with them.⁹⁶ This has resulted in her poor relationship with the children, especially with [X] whom she no longer communicates with.⁹⁷ Further, the Husband claims that the extent of indirect non-financial contributions which the Wife could have made to the marriage are necessarily limited as “the parties did not share a home” after November 2000.⁹⁸ He relies on the case of *WOS v WOT* [2024] 1 SLR 437 (“*WOS v WOT*”) which states (at [61]) that, “[t]he extent of the spouses’ indirect contributions to the marriage will generally be reduced after separation.”⁹⁹

50 The Wife submits that an overall indirect contributions ratio of 90:10 in her favour would be appropriate.¹⁰⁰ She raises several cases in which the court allocated the wife 70% or more for her indirect contributions. For instance, in

⁹³ Defendant’s Written Submissions filed on 29 November 2024 at paras 99–101.

⁹⁴ Defendant’s Written Submissions filed on 29 November 2024 at paras 102–104.

⁹⁵ Defendant’s Written Submissions filed on 29 November 2024 at para 102.

⁹⁶ Defendant’s Written Submissions filed on 29 November 2024 at para 96.

⁹⁷ Defendant’s Written Submissions filed on 29 November 2024 at para 97; Defendant’s 4th affidavit filed on 24 September 2018 at para 37.

⁹⁸ Defendant’s Written Submissions filed on 29 November 2024 at para 110.

⁹⁹ Defendant’s Written Submissions filed on 29 November 2024 at para 111.

¹⁰⁰ Plaintiff’s Written Submissions filed on 10 January 2025 at para 39.

Twiss, Christopher James Hans v Twiss, Yvonne Prendergast [2015] SGCA 52, the parties had two children and their marriage lasted 20 years. The court awarded the wife 75% of the indirect contributions because although the husband contributed financially to the family, it found that in the second decade of their marriage, “the wife’s indirect contributions far exceeded those of the husband’s given his physical absence from the family for substantial lengths of time” (at [20]).¹⁰¹ The Wife in the present case asserts that she “continued to perform her duties to the family” even though she worked for most of the marriage, while the Husband had been an “absent father and husband”.¹⁰² She also submits that she had contributed at least S\$1,045,296 to the family, including the household expenses, the children’s medical bills, health insurance premiums, education, school-organised overseas study trips and family vacations.¹⁰³

51 Regardless of the actual circumstances that led to the parties’ separation, it is a fact that the Wife was the primary caregiver of the three children for at least two-thirds of the marriage. The children had been living with her since the Husband left the matrimonial home in or around 2001. The fact that the Wife received help from her mother or a domestic helper does not detract from the fact that she had been physically present for the children throughout their childhood. The Husband had paid substantial maintenance for the children throughout their marriage and had also bought [X] an apartment in Australia to support him in his overseas studies. Nevertheless, the role of a parent extends beyond financial support, it is fundamental for a parent to be physically present, emotionally available and involved in the daily upbringing of the children. Even

¹⁰¹ Plaintiff’s Written Submissions filed on 10 January 2025 at para 40(a).

¹⁰² Plaintiff’s Written Submissions filed on 10 January 2025 at paras 41–42.

¹⁰³ Plaintiff’s Written Submissions filed on 10 January 2025 at paras 43–49.

if the Husband had “made much effort to keep in touch with the children, arranging to meet them when he [came] to Singapore, or over WhatsApp”,¹⁰⁴ he made no effort to seek custody and care and control of the children during these 17 years. Instead, the Wife had to navigate the daily challenges of parenting without much tangible support from the Husband.

52 I also note that the court in *WOS v WOT* had caveated (at [61]) that the “extent of these post-separation contributions will vary from case to case, and must be properly assessed on the facts of each case”. Unlike *WOS v WOT* where the parties had only one child, the parties in the present case have three children. The Wife was also a working mother throughout their marriage while the Husband was away in Malacca. I do not deem it appropriate to reduce her indirect contributions on the basis that the parties had separated roughly eight years into their marriage. In the circumstances, I find that a ratio for indirect contributions of 80:20 in favour of the Wife would be just and equitable. Taking into account the ratio for direct contributions, this leads to an average ratio of roughly 53.5:46.5 in favour of the Husband.

Factors to adjust the average ratio

53 The Husband argues that an uplift of 15% ought to be applied to his share of the matrimonial assets. To support this assertion, he relies on the case of *WOS v WOT*. In *WOS v WOT*, the parties lived separately for almost ten years of their 20-year marriage (at [3]). The court found that the bulk of the sizeable matrimonial assets were acquired after the parties had separated (at [63]), and that the “circumstances of separation” were relevant to determine the parties’

¹⁰⁴ Defendant’s Written Submissions filed on 29 November 2024 at para 108.

respective contributions to the marriage, and ultimately to determine the proportions of division (at [58]).

54 In contrast, the Wife argues that the weightage of direct contributions and indirect contributions ought to be 40% and 60% respectively to account for the fact that the Wife had “effectively single-handedly raised the children to adulthood”.¹⁰⁵ She refers to *ANJ v ANK* at [27], which sets out the circumstances that could shift the “average ratio” in favour of one party. One such circumstance is the extent and nature of indirect contributions made. The court noted that not all indirect contributions carry equal weight. For instance, the engagement of a domestic helper naturally reduces the burden of household responsibilities undertaken by the parties and correspondingly, the weight accorded to their indirect contributions. The courts also tend to give weighty consideration to homemakers who have painstakingly raised children to adulthood, especially where such efforts have entailed significant career sacrifices on their part (*ANJ v ANK* at [27](c)). The Wife also contends that an adverse inference ought to be drawn against the Husband as he “has not provided satisfactory disclosure and answers regarding his finances, and has been evasive in providing answers to matters which are fully within his control”.¹⁰⁶ She submits that he has been “outrightly lying and only admitting the truth when faced with incontrovertible evidence”.¹⁰⁷

55 In my view, the Husband has not been forthright in the disclosure of his assets since the beginning of the divorce proceedings. He initially tried to argue that his family members and relatives were the true beneficial owners of the

¹⁰⁵ Plaintiff’s Written Submissions filed on 10 January 2025 at para 37.

¹⁰⁶ Plaintiff’s Written Submissions filed on 10 January 2025 at para 24.

¹⁰⁷ Plaintiff’s Written Submissions filed on 10 January 2025 at para 24.

Companies. Both parties went through extensive court proceedings commencing in 2018. The full grounds of decision for the HC Suit was released in 2022, and the case then went on appeal. It was only in 2023 that the Husband's beneficial interests in the Companies were finally determined by the Appellate Division. Even in the ancillary matters stage, there is ample evidence which suggests that the Husband has deliberately sought to conceal his assets by dissipating assets from the Companies following the commencement of divorce proceedings (see [35] and [38] above) and has been uncooperative in disclosing his assets such as the Singapore bank accounts and superannuation funds (see [32]–[33]). Therefore, I find that the Husband has not made a full and frank disclosure of his assets and I draw an adverse inference against him. In light of all the abovementioned factors, I find that an adjustment of 5% in favour of the Wife would be just and equitable.

56 In coming to this figure, I reiterate the Court of Appeal's observations in *UYQ v UYP* [2020] 1 SLR 551 ("*UYQ v UYP*") at [3] that a "rigid, mechanistic and overly-arithmetical application of the structured approach in *ANJ v ANK* must be assiduously avoided". The structured approach is a guide in achieving a just and equitable division of matrimonial assets; it was never intended to supplant the broad-brush approach in dividing matrimonial assets (*UYQ v UYP* at [3(a)]). Given the parties' marriage of 25 years and separation of 17 years, it would be an exercise in futility to delve into minute details and records of every single financial and non-financial contribution.

HCF/SUM 384/2024

57 Lastly, the Wife filed HCF/SUM 384/2024 to seek leave to file a further ancillary affidavit. The affidavit pertains to the Husband's assertions that he had fully supported [X] in his doctorate programme in Australia and that the

Melbourne apartment is beneficially [X]'s and not the Husband's. Having read the parties' submissions, I was of the view that the affidavit was neither necessary nor relevant to the present case which deals with the division of matrimonial assets. Therefore, I dismissed HCF/SUM 384/2024.

Conclusion

58 For the above reasons, I award the Wife 51.5% and the Husband 48.5% of the matrimonial assets.

Tan Siong Thye
Senior Judge

Chong Xin Yi (Gloria James-Civetta & Co) for the plaintiff;
Oh Kim Heoh Mimi (Ethos Law Corporation) for the defendant.
