LAB's Case Digest (April – June 2025)

This digest features various High Court cases on family law and procedure, published since the January – March 2025 Case Digest, which LAB found to be of interest. Each case write-up only focuses on points which LAB has found to be of interest and does not cover every issue that was considered in the case. Kindly note that the case of *WQX v WQW* [2024] SGHCF 18 has not been included in this case digest even though it falls within the publishing period, as the Director of Legal Aid has already published an article on this case in the SAL Practitioner on 9 May 2025 at [2025] SAL Prac 13.

1. Division of matrimonial assets; maintenance

1.1 XIU v XIV [2025] SGHCF 28

Division of matrimonial assets – wife maintenance – 27 year dual-income marriage, 2 children – dissipation of assets – adverse inference

Forum: General Division of the High Court (Family Division)

Brief facts: The husband and wife were married on 30 December 1995. The husband left home on or about 7 December 2021 ("**the breakdown date**"), after the wife confronted him about being unfaithful to her. Interim judgement ("**IJ**") was granted on 2 March 2022. The marriage hence lasted for about 27 years. There were 2 children, a daughter aged 23 years and a son aged 28 years respectively, at the time of the ancillary matters hearing. The parties were in dispute over the division of the matrimonial assets and lump sum maintenance for the wife.

Key points:

(a) There were various bank accounts held by the husband – the husband had valued them as at Dec 2024, without providing bank statements, while the wife adopted the value of his bank accounts in December 2021 or in 2022, providing or referencing copies of bank statements – the court adopted the wife's values as being closer to the IJ date, and had supporting evidence.

(b) Following the theme from (a), there was a general pattern of the husband failing to provide sufficient evidence to support his position. For example:

i. He had received director's fees and dividends from Company E amounting to $705,000, which had been deposited into his bank account – but he had argued that the sum had all been spent on renovations, fixtures and furnishings and payments for the matrimonial home and the children's university school fees, amongst other things. However, this was a bare assertion, unsupported by evidence such as receipts. Hence, the court ordered this sum to be part of the matrimonial asset pool.

ii. The parties had numerous luxury items – the husband's proposed values for these items were not stated in his affidavits and only raised for the first time in the Joint Summary – this was not sworn evidence, but evidence from the Bar, and hence was rejected. His valuations in respect of the wife's luxury bags were also inaccurate as they did not account for the items' age and condition.

iii. The husband also alleged that the wife had shares in company D and jewellery – but could not prove the existence of these assets, which the wife had denied.

(c) The wife claimed that the husband had dissipated the following assets:

i. He had sold large quantities of his shares in company D in the year leading up to the breakdown of the marriage and transferred a large amount of the sale proceeds (amounting to $1,372,288.81) to 2 of his friends. In March 2021 he sold 69.2 million shares. Following the breakdown date, he sold 9 million of his shares within 10 days, and by end December 2021, he sold a further 78.2 million shares. (He owned 184.2 million shares as at February 2021). The wife then took out a Mareva injunction, which was granted, to stop the husband from further disposing of his assets. Unknown to the husband, the son had placed a recording device in the husband's car, which recorded a private conversation on 25 November 2021 between himself and a friend in which he expressed his intention to dissipate his assets in contemplation of divorce proceedings – and said that he had already taken steps to sell and dissipate his assets, and that he wanted to engage a lawyer to "cover" his remaining assets. The husband said that he had an agreement with his friends some years back where the husband would buy company D shares for his friends and transfer the shares to them subsequently – but the agreement was verbal, and the only documentation was a handwritten tally which provided a record of the sale and purchase of the shares between the friends. The court was suspicious of this, since the 3 friends were financially sophisticated individuals. The tally was also not comprehensive, since it did not account for all the transactions between the 3 friends. There was also no good reason for such an arrangement – the husband and his friends could have bought and held shares in their own names without having such nominee arrangements which were disadvantageous to his friends as regards the ownership of the shares. There were various other facts the court also considered when concluding that the husband was dissipating his assets. The court took into account the wife's evidence that the husband had become increasingly withdrawn since an incident in November 2018 when he had stayed out at night and failed to return home, and she queried him repeatedly about this incident. The court noted that by July 2020, separation was forthcoming and consequently divorce proceedings were imminent. (This observation actually seems at odds with the earlier part of the judgment, when the breakdown date was identified as 7 December 2021. But perhaps the couple had a strained relationship before the final straw of the November 2018 incident.) The court ordered the sum of $1,372,288.81 to be returned to the matrimonial asset pool.

ii. In April 2022, more than a month after the commencement of the divorce proceedings, the husband sold company E to his friend for $100, which the wife alleged was at a significant undervalue. The husband could not explain how the value of $100 was reached, given that the company had issued cumulative directors' fees of $205,000 from 2020 to 2021 and declared dividends of $500,000 in 2021. There was no documentation in respect of the sale or any evidence that the friend did any due diligence on the viability of this company. Hence the court was of the view the sale was a sham, and ordered the sum of $290,717.50, being the net asset value of the company in 2020 and 2021, to be added back to the matrimonial asset pool.

iii. The husband had withdrawn $50,000 allegedly for personal expenses on 16 December 2021, soon after the breakdown date – however there was no evidence as to why he needed this sum. The court ordered this sum to be added back to the matrimonial asset pool, as it was of the view that it was an attempt to dissipate assets.

iv. On 27 December 2021 and 29 December 2021, which was shortly after the marriage breakdown, the husband withdrew $110,000 in cash allegedly for his mother's medical expenses, but provided no evidence of the medical treatment or expenses. In any event, he was not entitled to unilaterally transfer valuable assets to his mother while the parties were undergoing divorce proceedings as the wife had a putative interest in this sum. This sum was ordered to be added back to the matrimonial asset pool.

v. The husband had also withdrawn a sum of $133,088 as a loan to one Mr Q on 23 December 2020, a seasoned investor who traded shares in company D. There was no documentary evidence to support the existence of the loan, and no details as to why Mr Q required the loan. The court found this highly suspicious. It ordered this sum to be added back to the matrimonial pool.

vi. The husband claimed to have spent $100,000 on gambling – when the wife said he never had the habit of gambling before. This was a bare assertion without evidence, and the sums were withdrawn were close to the breakdown date, on 23 and 24 December 2021. The court ordered this sum to be added back to the matrimonial pool.

The sums in (c)(i) to (c)(vi) above were added back to the matrimonial asset pool without attributing them to the husband's direct contributions, since the adding back was as a result of drawing an adverse inference against the husband.

(d) The wife wanted the sum of $568,467 to be included as a liability under her sole name for the benefit of the family. This was the outstanding sum of the balance progress payments to be made towards property X, which the wife held on trust for the daughter. The court disagreed as this sum had already been taken into account as part of the wife's direct contributions. Hence it was deducted from the matrimonial asset pool.

(e) The total matrimonial asset pool for division was $5,838,200.75. There were 2 immovable properties which were not included in the matrimonial pool, property X (mentioned in (d) above) and property Y. Property Y was held on trust by both parties for the son. However, both parties agreed that each party's contributions towards the acquisition of the 2 properties should be included in assessing each party's direct contributions. On the facts, the court found the direct contributions to be 49.52:50.48, in the wife's favour, and the indirect contributions as 40:60, in the wife's favour. The final ratio, with rounding off, would be 55:45, in the wife's favour.

(f) The court ordered lump sum maintenance for the wife at $84,000. Her reasonable expenses amounted to $3,500 a month (not including the progress payments for property X, which was a liability that had been removed from the matrimonial asset pool). The wife was 58

years old, earning about $5,000 a month in salary, with additional income from share and company dividends, and director's fees. The husband, aged 60 years old, earned $15,000 a month. A 2 year multiplier was used. The maintenance sought was not a large portion of the husband's income; the marriage was long; and the wife had contributed greatly to the family. However, the wife was also earning a substantial income and retaining a substantial share of the matrimonial assets after division. Hence, the multiplier of 4 requested by the wife was excessive.

1.2 XKT v XKU [2025] SGHCF 27

Division of matrimonial assets – 24 year single income marriage, 3 children – adverse inference, uplift approach, for failure to make full and frank disclosure

Forum: General Division of the High Court (Family Division)

Brief facts: The parties married in February 2000, and interim judgment was granted in January 2024, so the marriage lasted about 24 years. They had 3 sons, aged 21, 17 and 13 years respectively at the time of the ancillary matters ("**AM**") hearing. The parties had agreed on joint custody, with care and control to the mother. However, the father had asked at the AM hearing for a counselling order for him and the children to attend counselling to repair their relationship. The court declined to make such an order, stating that a summons with affidavit evidence ought to be filed in the proper forum as such an order required "proper argument and evidence". The main disputes between the parties were on the division of the matrimonial assets, and wife and child maintenance.

Key points:

Single or dual-income marriage

(a) There was an issue of whether this was a single or dual-income marriage. The mother had been employed as a cabin crew until 2006, when she resigned and became a homemaker and part-time real estate agent for the rest of the marriage. The court classified this as a single income marriage, as, on the facts, the mother was primarily the homemaker while the father was primarily the breadwinner. For much of the marriage, the family relied financially on the father, who travelled extensively for work, and was in Australia for stretches of time. Hence the *TNL v TNK* [2017] SGCA 15 approach applied.

Failure to disclose - uplift approach

(b) There were many factual disputes centred on the father's business – B Pte Ltd, of which he was the sole listed director and shareholder. He had set up the business with a partner ("**BP**") in 2016. It was in the business of procuring beef products from Australian cattle farmers/abattoirs and selling the products to distributors in Asia. The father alleged that certain sums in his bank accounts belonged to B Pte Ltd, and that a Unit Trust which had been sold and the sale proceeds deposited into one of his bank accounts had originated as an investment from BP in B Pte Ltd. However, the court found insufficient evidence for these assertions. The father said that BP had made loans to him – but once again there was insufficient evidence to support this. There were also two sums transferred by the father to BP and the mother's cousin respectively which the court held was a dissipation of assets, as it disbelieved the father's account that the former was a loan, and the latter was a deposit paid by the mother's cousin to the father to do some business for him, which the father had refunded because the cousin decided not to proceed.

(c) IRAS records showed that B Pte Ltd was a loss-making company. However, the mother alleged that the father had failed to declare all his assets and businesses (aside from B Pte Ltd), which included a half share in an Australian property and a Porsche purchased in Australia.

Undeclared businesses

i. The father had often made representations about how well his business was doing and how much cash he had. However, the mother could not furnish information on any of the father's alleged businesses. The father's narrative was that B Pte Ltd was his only business, which had no business from 2020 to 2024, as it was affected by the Covid-19 pandemic. He said that his representations regarding his wealth and business success were just made to impress the mother or reassure his family that he was not facing financial difficulties. The court disbelieved the father and held that there was a substratum of evidence indicating that the father had undisclosed businesses, cash and investments. The conversations between the father and mother disclosed business activity and did not appear to be mere fabrications to reassure the family or impress the mother. For example, the father told the mother in October 2022 that "[w]e" obtained the silver medal in a brand competition, and attached a screen shot of an Instagram post of "G Business" winning the silver medal. When the mother queried who G Business was, the father replied that it was "[o]ur [v]entured partner" and that "[t]hey owned 40% and we owned 60%". At least 4 other such examples of things the father said about his business dealings and their success were cited in the judgment. The father had also discussed with the mother his financial plans regarding a A$2 million fixed deposit, and also seemed to have a large cash flow (BP had sent him large sums of money – which the father claimed were loans, but the court disbelieved him), and also unaccounted sources of cash (cash deposits from unknown persons into his bank accounts). The father had also engaged in business negotiations in Australia and Asia for long periods, and he worked full-time for about 8 years on his business. It seemed implausible that all this work would have been for naught. The father had also failed to make full and frank disclosure. For example, despite the mother's request, he did not provide tax filings or financial reports of the businesses that he had a legal or beneficial share in from 2014 to 2024 as well as the bank statements of those businesses, dismissing her request as a "fishing expedition". The IRAS tax filings for B Pte Ltd showed losses, but no information on how those losses were computed. There were no accounts to show the historical profit or loss of any other components of the business. The court stated: "*After three rounds of affidavits, the operations of the Father's business remain a mystery.*"

Australian Property

ii. There was an Australian Property owned by J Pty Ltd, of which BP was the sole shareholder, director and secretary. The mother claimed that the father had a half share in this property. The court agreed that the father had an undisclosed beneficial interest in the Australian Property, as he had discussed its purchase and the naming of J Pty Ltd with the mother on numerous occasions, had forwarded a contract of sale for the property to the mother for her information, and was in fact residing in the property.

Porsche car

iii. However, the only evidence for the purchase of the Porsche was a whatsapp conversation between the first son and the father, where the father claimed to have purchased the car for the son's future use (when he went to Australia to study). The father said that he had borrowed money from BP to purchase the car but had

returned it after being informed of the mother's intention to divorce. The court was of the view that the whatsapp conversations were insufficient evidence to conclude that the father owned the Porsche.

(d) The court did not add a specific sum to the matrimonial pool on the basis of adverse inference, despite finding that the father had failed to declare all his businesses, cash and investments, and that he had a beneficial interest in the Australian property. This is because there was insufficient evidence to show the value of all these assets, and no evidence on how much the father had expended in the purchase of the Australian property. In any event, the Australian property belonged to a third party, and hence the court could not make any orders in relation to it under s112 of the Women's Charter. In the circumstances, the court decided to adopt the uplift approach and give the mother an uplift of 20% to ensure a just and equitable division of the matrimonial assets. This translated to around $339,644.88.

(e) The total matrimonial asset pool was worth $1,698,386.99. The court decided to divide it 50:50 since the mother was the main homemaker and the father was often away for business. The mother had also used money from her part-time work and her savings to fund the family's expenses. With the uplift of 20%, the eventual division ratio was 70:30 in the mother's favour.

Wife maintenance – for transition period

(f) The mother was awarded a small lump sum maintenance of $20,000. The court calculated her reasonable expenses as $2,200 a month. The court took into account the mother's share of the division of the assets, and that she was financially capable of sustaining herself after the commencement of divorce proceedings (she had earned $8,000 from August 2023 to February 2024, and $4,942.19 from January 2024 to August 2024). The purpose of the lump sum payment was to tide the mother over during the period of adjustment – but generally a former wife ought to try to regain self-sufficiency, and an order of maintenance is not intended to create life-long dependency by the former wife on the former husband.

Child maintenance

(g) No maintenance order was made for the first son as he was 21 years old.

(h) The children's reasonable expenses were assessed to be $1,570 and $1,050 a month respectively. The court took into account the per person cost of a helper for the children, but rejected a claim for overseas travel (which should be borne by the party bringing the children overseas). The father was ordered to bear 75% of the children's expenses, taking into account his undisclosed businesses, cash and investments. The court was of the view that he was earning substantially more than the A$3,000 (when travelling) or A$1,000 (when not travelling) per month he claimed to earn.

1.3 XFN v XFO [2025] SGHCF 29

Division of matrimonial assets – negative indirect contributions when one spouse deliberately stops the other from contributing – wife maintenance

Forum: General Division of the High Court (Family Division)

Brief facts: The parties married on 5 July 2012, the wife applied for divorce on 18 July 2023, and interim judgment was granted on 11 December 2023, so it was a roughly 10 year marriage. They had a daughter who was 12 years old at the time of the appeal hearing. For most of the marriage, the couple lived in the husband's parents' flat (with domestic helpers). However, the wife moved out in January 2017. There was a dispute as to whether the mother-in-law evicted the wife (as they did not get along) or whether the wife left after picking a fight with the mother-in-law. The wife moved into an HDB flat bought by the husband in his sole name shortly before January 2017. She lived there alone for 6 months. Then, the husband moved into the HDB flat together with his parents and the daughter. After a year of living together, however, the husband, his parents and the daughter then left the HDB flat (with the husband cancelling the water and electricity supply when they left). Various court proceedings took place between the couple after this, including personal protection order proceedings and care and control proceedings. The court had made a shared care and control order, which the husband refused to comply with, and the wife took out contempt proceedings. (The husband was found to be in contempt.) The husband also applied to HDB to acquire the HDB flat as he was behind in paying for the mortgage payments. The wife then settled the outstanding arrears in June 2020 and maintained the subsequent payments. However, in August 2022, HDB refunded all her payments because the husband as the sole owner refused to consent to her making the payments. (LAB: Obviously, the husband never wanted to put the wife's name into the HDB flat!) The wife was evicted from the HDB flat on 9 July 2024. The wife appealed against the district judge's decision on the ratio of indirect contributions (60:40 in the husband's favour) and the amount of spousal maintenance.

Key points:

<u>*Negative Indirect Contributions*</u>

(a) The High Court ascribed a negative value of 10% to the husband's indirect contributions. (This amounted to only a 5% difference in the overall ratio in the case.) The High Court was of the view that the husband did not deserve full credit for being the daughter's sole caregiver when he himself had deliberately prevented the wife from caring for her. This was a self-created advantage. The court also took into account his actions in inducing HDB to re-acquire the matrimonial flat, thus rendering the wife homeless.

(b) With the indirect contributions at 50:50, after the negative value of 10% was taken into account, the overall ratio for the matrimonial flat was 75:25; and the overall ratio for the remaining assets was 59:41, both in the husband's favour.

<u>*$1 nominal maintenance*</u>

(c) The district judge had ordered $1 monthly maintenance for the wife, since she was working. She earned $2,340 a month, while the husband earned $5,212 a month. The High Court did not disturb this nominal maintenance order. The court took into account that the

wife would receive 25% of the matrimonial flat proceeds and $52,000 from the rest of the matrimonial assets. The husband's counsel had also submitted that the wife's salary seemed enough for her own expenses.

(d) The High Court actually expressed the view that even if no maintenance was ordered, the wife could apply for maintenance in future, if the circumstances so warranted – however this is against authority by the Court of Appeal, as the judge himself admitted:

"As for the DJ's order of $1 monthly maintenance, this appears to have been made to preserve the Wife's right to apply for maintenance in the future, following the Court of Appeal decision of APE v APF [2015] 5 SLR 783 ("APE v APF"). However, I see no practical distinction between an order for no maintenance and one for nominal maintenance. An order that says "no maintenance" is still "a subsisting order for maintenance" under s 118 of the Women's Charter 1961 ("WC"). In any event, the court can order a man to pay maintenance to his former wife even subsequent to the grant of a judgment of divorce (s 113(1) of the WC), which includes the time after divorce proceedings are concluded. The latter point was mentioned but not addressed in APE v APF. Hence, an order of no maintenance would not preclude a wife from applying for maintenance in the future. However, as the Court of Appeal has held otherwise, I will leave the $1 order intact. It is a sum as inconsequential in substance as it is in appearance." (per Choo Han Teck J, at para 22)

1.4 XCV v XCW [2025] SGHCF 30

Division of matrimonial assets – single-income marriage of 23 years with 2 adult children – foreign divorce – foreign assets – inappropriate allegations against former lawyers

Forum: General Division of the High Court (Family Division)

Brief facts: The parties married in India on 8 June 1997. They had 2 adult children born in 1998 and 2001 respectively. During the marriage the wife was a homemaker who occasionally worked part-time.

The husband filed for divorce in India on 18 December 2018, but 2 days later, the wife filed for divorce in Singapore. The Singapore proceedings were stayed by consent, and the divorce was finalised in India on 6 January 2020. Hence the marriage lasted about 23 years. However, no application was made to the Indian courts in respect of the ancillary matters.

On 26 August 2022, the husband applied for leave to file an application for financial relief under s121B of the Women's Charter 1961 ("**s121B application**"), requesting for the division of matrimonial assets in Singapore, namely, an HDB flat and a condominium, both in the parties' joint names. The husband was granted leave for the s121B application, and he filed his s121B application on 9 September 2022. On 15 November 2022, he amended the s121B application to include matrimonial assets in India – 2 properties, rental income from the properties, joint bank accounts, gold and fixed deposits in the wife's name ("**the Indian assets**").

Key points:

Failure to address Indian assets – inappropriate allegations against former lawyers – Indian forum more appropriate

(a) The district judge declined to order a division of the Indian assets and ordered the Singapore matrimonial assets to be divided in a ratio of 52.5:47.5 in the wife's favour. The husband appealed.

(b) The district judge took into consideration that the husband had failed to mention the Indian assets in his supporting affidavit for his leave application, had provided no documentary evidence to prove the existence and value of the Indian assets, did not pursue discovery against the wife regarding the Indian assets (he had filed for discovery, but only in respect of the Singapore assets), and had no expert opinion on whether an order from the Singapore court concerning the Indian assets would be enforceable in India.

(c) The husband had filed an application to adduce further evidence on a number of things for the appeal, including his indirect and direct contributions to the family, his list of assets in India, valuations for the Indian properties, and 2 opinions on Indian law. The High Court dismissed this application, since the evidence could have been obtained for the hearing below (and, in any event, would not have influenced the result of the appeal). The husband blamed his previous solicitors for the omission. (He had been represented by 4 different law firms from November 2022 to the present day, and in between he had also represented himself.)

(d) The High Court held that the Indian court was the more appropriate forum for adjudicating the parties' assets in India, especially since they were married and divorced there. It would also avoid the difficulties in enforcing a Singapore court order over the Indian assets. The High Court disapproved of the allegations against the previous solicitors – i.e. for failing to advise the husband to (a) obtain an Indian lawyer's opinion regarding the exercise of the Singapore court's jurisdiction over the Indian assets, (b) file a further affidavit to particularise the Indian assets, (c) to seek discovery of the wife's assets in India, (d) to produce documentary evidence regarding the Indian assets or seek leave for further discovery. These were unsubstantiated allegations, and it was inappropriate for the husband to ground his appeal on such allegations. He had multiple opportunities to present evidence supporting the exercise of the Singapore court's jurisdiction over the Indian assets but had failed to do so. The High Court also found it inexplicable that he had not pursued the ancillary matters in India during the divorce proceedings, and did not accept the explanation that the husband was a lay person and hence unfamiliar with the law, since he had had the benefit of legal advice from 4 different law firms.

Division of assets – uplifts for failure to disclose, rent-free occupation

(e) The district judge had awarded the wife 45% of the matrimonial assets and had given the wife an uplift of 5% for the husband's non-compliance with his disclosure obligations, and a further 2.5% uplift to account for his rent-free occupation of the condominium from 2016 and the HDB flat from mid-2022, to the exclusion of the wife and children.

(f) The husband disagreed with the uplifts. However, the High Court upheld both uplifts. The husband had not complied with a court order to disclose quarterly bank statements for all his accounts from 2016 to 2022, omitting at least 4 years from 3 accounts, and had no explanation as to why (aside from saying that he was a lay person, and blaming his previous lawyers for not assisting him more). The district judge had found that the husband had harassed the children and wife and changed the locks, effectively forcing them out of the HDB flat. The High Court did not disturb this finding of fact. In any event, even if they had left of their own accord, the husband's exclusive occupation of both properties was undisputed, and hence the 2.5% uplift was reasonable.

Date of valuation of matrimonial assets

(g) One of the matrimonial assets was an insurance policy owned by the wife. The district judge had taken the value of the insurance policy as at 1 January 2020 (around the date of the Indian divorce), rather than the AM date. The High Court said that this was reasonable as the parties had been divorced for over 3 years before the hearing on the division of the matrimonial assets commenced.

(h) The district judge had ordered the condominium to be sold, and for the net sale proceeds to be used to pay the outstanding housing loan, refund the husband's CPF monies used to purchase the condominium, pay the costs of sale, and then pay a lump sum of $65,245.04 to the wife. The husband would retain the balance. The district judge had considered the outstanding loan as well as the valuation on the condominium on December 2023 instead of January 2020 (the outstanding loan was lower in 2023 versus 2020), which the husband objected to, on the basis that he had been paying the mortgage loan on his own since 2020.

A higher outstanding loan amount would mean less sale proceeds available for division, and hence the wife would benefit less. The High Court was of the view that taking the December 2023 date was reasonable, despite the husband bearing the mortgage payments alone from 2020. This is because he had exclusive control of the condominium and its rental income, the rental income was used to service the mortgage, he would recover his CPF contributions through refunds from the sale proceeds, and he would benefit from any capital appreciation of the condominium under the district judge's order, since the wife got a fixed lump sum payment from the net sale proceeds.

1.5 XNI v XNJ [2025] SGHCF 33

Division of matrimonial assets – Dual-income marriage of 24 years with 3 children – renovation expenses as indirect contributions

Forum: General Division of the High Court (Family Division)

Brief facts: The marriage lasted almost 24 years. The parties had 3 children, aged 16, 19 and 22 years respectively. The husband earned $10,769 a month, and the wife earned $30,349 a month. They entered into a consent order dated 22 July 2024 under which they had joint custody of the minor children, with the husband having care and control, and the wife having reasonable access. They also agreed on maintenance for the minor children. The only ancillary matters issue at the hearing on 26 May 2025 was the division of the matrimonial assets. As this was a dual-income marriage, the *ANJ v ANK* [2015] SGCA 34 approach applied.

Key points:

(a) There are only 2 issues of interest:

i. Parties owned a BMW car. They agreed on the valuation, but disagreed on what date should be used for the outstanding loan. The husband wanted 28 May 2024, and the wife wanted 15 October 2024. The court took the latter, as being closest to the ancillary matters hearing date.

ii. The husband had contributed $16,000 to the renovation of the matrimonial home in 2021, which he wanted to count towards his direct financial contributions. However, the court took it into account for his indirect contributions instead. Renovations expenses can be regarded as direct contributions if it can be shown that the renovation had improved the matrimonial home. This is typically when the property is first acquired and renovations are required to make it habitable. However, in this case the renovation occurred 22 years after the parties moved into the matrimonial home. The husband had not adduced evidence to prove that the renovation increased the property's value. In any event, any appreciation in the value of the matrimonial home might be attributed to the general increase in property prices in Singapore. Moreover, the wife did not ask to include her expenditure on the renovation (about $192,000) as her direct contributions to the marriage. Hence it would be fair and consistent to exclude both parties' contributions to the renovation from the calculation of direct financial contributions.

(b) The ratio of direct financial contributions was 39:61, in the wife's favour. The husband had been physically and emotionally more present for the children during the marriage. The wife had been the main financial provider. These were substantial contributions to the family in different ways. Hence the court decided that a 50:50 ratio for indirect contributions was just and equitable. The eventual division ratio was hence 44.5:55.5 in the wife's favour.

(c) Renovation expenses for the matrimonial home only automatically count as direct financial contributions if they occurred at the time the parties moved into the matrimonial home, but not if the renovations were done a long time later, and if there is no direct evidence that

the renovations contributed to an increase in the property value. Otherwise, the renovation expenses should just be taken into account as indirect contributions.

1.6 XML v XMM [2025] SGHCF 34

Division of matrimonial assets – Dual-income marriage of more than 40 years with 3 adult children – third party interests, inheritance, uplift for rent-free occupation etc

Forum: General Division of the High Court (Family Division)

Brief facts: The husband and wife married on 19 September 1980. About 30 years later, the husband moved out of the matrimonial home. The divorce writ was filed in February 2021. Interim judgment ("**IJ**") was granted on 6 May 2021, so it was a marriage that lasted more than 40 years. There were 3 children to the marriage, 2 sons (C1 and C2) and a daughter (C3), aged 43, 40 and 35 years respectively, at the time of the ancillary matters ("**AM**") hearing. The value of the matrimonial asset pool was $19,131,555.68. The only issue at the AM hearing was the division of the matrimonial assets.

Key points:

Date of valuation of the matrimonial assets – using the IJ date

(a) The default position on when to value the matrimonial assets is the AM hearing date. However, the issue in this case is that more than 3 years had lapsed between the IJ date and the AM hearing date (24 May 2024). Also, a year had lapsed from the AM hearing date to the present date (29 May 2025) because the parties and the court were corresponding.

(b) In the 4 year time period, both parties had made mortgage repayments to various properties they owned. The court was of the view that it would be unfair to parties if the post-IJ payments were to be disregarded, as it came from the parties' own funds. However, valuing the outstanding mortgage loans as at the date of the AM hearing would result in the net value of these properties being higher than it otherwise would have been if the mortgage repayments had not been made. It would be just and equitable to value the outstanding mortgage loans as at the IJ date instead, so the increase in the net value of the properties due to the parties' mortgage repayments using their own funds after the IJ date would not be included in the matrimonial asset pool. This would obviate the need for a refund of the parties' post-IJ payments. This approach only applied to various properties for which significant post-IJ payments had been made – for the rest, the properties would be valued as at the date of the AM hearing.

Third Party Interests

(c) The parties each owned certain properties with their children:

i. There was a Tokyo property jointly owned by the husband and C3. The court found that the husband was the sole beneficial owner of this property as he had never intended for C3 to beneficially own her half-share. Her name was put into the property for Japanese estate duty reasons. Hence the entire value of the property was included in the matrimonial asset pool.

ii. 2 London properties: the first London property was jointly owned by the wife and C2; and a second London property was owned by the wife and C1. The court found that the wife did not intend C2 to own his half-share beneficially, and she only put

his name in to save on tax expenses, and avoid estate duty. The court found that the second London property was an investment by the wife – she intended to give the sale proceeds to the children eventually, but not to make a gift of the property (either the whole share or the half share) to C1. Both properties were hence put into the matrimonial asset pool. The rental proceeds from these properties which went into a joint bank account A with the wife and C2 were included in the matrimonial asset pool also.

iii. The wife was a shareholder in a UK company with C1 and C2 in the proportions 30:30:40. The sole asset of this company was an apartment in Manchester. It was purchased with monies from joint bank account A. Court found that the wife was the sole beneficial owner of the UK company – she only wanted to include her children as shareholders to facilitate the process of obtaining loans for the purchase of the property. Even if she was not the beneficial owner, the shares of C1 and C2 would be gifts to them (since they did not pay any monies for the shares) – and constituted dissipation, since the Manchester property was purchased after the writ of divorce was filed.

iv. The husband made a cash gift totalling AUD 750,000 to C3 in 5 tranches before the divorce writ was filed, but when divorce was imminent (27 December 2019- 22 December 2020). This sum was from the matrimonial asset pool and should be returned, even though it was for the benefit of C3, to help her purchase a house in Australia. This sum was ordered to be returned to the matrimonial asset pool – and was valued according to the exchange rate as at the date of the IJ.

v. The wife had sold a London property on 7 June 2019, with GBP 60,000 of the sale proceeds going to the wife and GBP 322,792.74 going to C1. The court held that the wife was the sole beneficial owner of the property. However, selling it was not dissipation, since on the evidence it appeared that the husband had expected the property to be sold, and only wanted the money he paid towards it to be returned to him when it was sold. Hence, the court held that he had consented to the sale. As for the return of the loan – he was free to commence civil proceedings against the wife for this. Also, divorce had not been imminent at the time when the sale proceeds were gifted to C1, about 2 years before the writ of divorce was filed. Thus, the sum of GBP 322,792.74 was not added back to the matrimonial asset pool.

vi. The wife and her mother jointly owned a UOB FD account – the court held that half the monies in this account should go into the matrimonial asset pool (following the legal ownership of the account), as the wife had produced no evidence to show that all the monies belonged to the wife's mother.

Inheritance Monies

(d) The husband had inherited monies from his deceased mother. He claimed that the sum of $1,350,451.75 in his DBS Investment Account was from his inheritance monies. They were not ring-fenced – they had been co-mingled with other assets, including matrimonial assets. Funds flowed in and out of the account, including the husband's salary, which went into another DBS account, and monies from that account were put into the DBS Investment Account. The inheritance monies were therefore irreversibly mixed with other assets. They could no longer be identified, as the DBS Investment Account had had hundreds of

transactions over about 9 years. Some matrimonial assets were transferred into the account to be used for investments, and part of the inheritance monies was used up and/or converted to matrimonial assets, and the returns generated from investing the inheritance monies had been used by the parties or were in the matrimonial asset pool. The husband had demonstrated a clear and unambiguous intention that any sum deposited into the DBS Investment Account was part of the matrimonial asset pool, as he had made no attempt to ring-fence them, and the inheritance monies were partly used up to acquire and/or were converted to matrimonial assets. The husband intended to incorporate the inheritance monies into the family estate, and the monies lost their character as gifts the moment he decided to start using them for the benefit of the family.

Future gifts

(e) The wife had purchased certain items of jewellery from 2014 to 2015, which she claimed were intended to be gifts for C3. However, the court held that since they were purchased using funds from the matrimonial asset pool, their value should be included for division, unless they had already been given away (which they had not).

Dual vs single-income marriage

(f) The wife worked full-time for slightly under half the duration of the marriage (about 16 years) and assumed other roles, such as being a property agent, art consultant and biofuel business manager, after leaving full-time employment. The court held that the marriage was a dual-income one. Just because one spouse earns far less than the other does not render the partnership a single-income marriage. A homemaker spouse in a single-income marriage is the primary homemaker, not just a spouse who does some or even substantial homemaking. The wife in this case played a substantial homemaking role in caring for the children, since she had more time to spend with them, but was not the primary homemaker in the marriage. C3 had filed an affidavit in support of her father in which she nonetheless acknowledged that the wife had cared for her by helping her with school projects and helped to organise things that were required for her schooling and extracurricular activities. However, she also said that the husband was a hands-on and involved parent, even though he was working, organising activities for the family and teaching the children various skills (e.g. cycling and driving). The husband had also helped the children with their schoolwork. The court was of the view that the disparity between the parties' efforts in the homemaking sphere was not so large that one could be said to be the primary homemaker over the other. The parties also had a domestic helper who assisted with daily household chores for much of the marriage – the parties only stopped hiring a helper when the children became adults. Further, the wife did not quit her job to be a homemaker, but it seemed to be mainly because she wanted to spend time to promote her father's artworks, even setting up a sole proprietorship to do so.

Ratio of Division – uplift for rent-free occupation of the matrimonial home

(g) On the facts, the court found the direct financial contributions ratio to be 84.24:15.76 in the husband's favour. The court found the indirect contributions to be 45:55 in the wife's favour, given the fact that she had made some indirect financial contributions to the family (even if less than the husband) and she had more time to spend caring for the children (in

spite of the fact that she eventually had a poor relationship with C3). The final ratio was hence 65:35 in the husband's favour.

(h) However, the court also gave the husband an uplift of 0.5% on account of the wife's rent-free occupation of the matrimonial home to his exclusion. (Though it was the husband who moved out, complaining that the wife's behaviour was disrupting his sleep.) In coming to the uplift amount, the court took into account the fact that:

i. If both parties had not been staying at the matrimonial home and it had been rented out, they would each be entitled to a share in the rental proceeds (so the husband lost out on his half-share of the rental monies – though the court did not provide a figure for this in the judgment).

ii. The husband had been staying rent-free in one of the matrimonial properties (which meant it could not have been rented out, and hence the wife would have lost out on her half-share of the rental monies – though presumably this would have been less than the rental on the matrimonial home – but the court did not provide a figure for this in the judgment).

iii. The husband had been paying the property tax for the 3 local properties jointly owned by the parties including the matrimonial home and the MCST charges. (This apparently amounted to more than $100,000 from the date of the IJ.)

iv. The wife would have paid outgoings such as property taxes for the properties she jointly owned in London with C1 and C2 (no figures were provided by the wife, however).

(i) Presumably the sum of (h)(i) and (h)(iii) was considered to be less than the sum of (h)(ii) and (h)(iv), hence the husband got an uplift, which represents about $95,657.78 of the matrimonial asset pool. Hence the final ratio was 65.5:34.5 in the husband's favour.

1.7 XOA v XOB [2025] SGHCF 37

Division of matrimonial assets – Dual-income marriage of 29 years with 2 adult children

Forum: General Division of the High Court (Family Division)

Brief facts: The marriage lasted about 29 years, with interim judgment being granted on 23 January 2024. The parties had 2 sons aged 27 and 22 years respectively. The agreed matrimonial asset pool was $9.3 million. It was a dual-income marriage.

Key points:

Division of matrimonial assets – No evidence for gifts

(a) Both parties had contributed CPF monies towards the purchase of the matrimonial home. In addition, the husband alleged that his relatives made him some gifts of monies which he used to purchase the matrimonial home, one gift being a $200,000 sum from his cousin and the other gift a sum of $166,674.01 from his parents. However, he had no evidence of the former. Regarding the latter, although there was a letter from HDB showing that the amount payable to the husband's mother from the resale of her HDB flat was $166,674.01, there was no evidence that this sum or any part of it was given to either or both parties, or that it was used towards the matrimonial home, and even if there were, there was no evidence of whether the parents intended it to be an outright gift (to the husband), or a gift intended to assist the parties with their joint purchase of a property. (If the latter, a parent's contribution towards the purchase of his or her child's matrimonial home is presumed to be for the benefit of both the husband and wife.) Hence, the court only took into account the parties' respective CPF contributions in calculating their direct financial contributions to the home.

Attributing contributions according to income

(b) Each party owned a car during the marriage and had used the cars interchangeably. There was no way to determine the direct contributions of each party to each car, since these were managed collectively as a whole from the parties' income and savings. Hence, the court accepted the husband's suggestion to attribute 60% of the contributions to him and 40% to the wife, based on the ratio of their respective incomes during the marriage.

Indirect contributions and weightage

(c) The ratio of direct contributions was roughly 46:54 in the wife's favour. The court noted that both parties had remained actively involved in the children's lives and the running of the household during the marriage. The court stated that in a dual-income marriage spanning almost 3 decades, it would neither be fair nor practical, without convincing evidence, to say that one party's contributions materially outweighed the other. In the circumstances, the court found that a 50-50 division of indirect conditions would be just and equitable, and that there was also no reason to depart from the default position of assigning equal weight to direct and indirect contributions. The overall ratio was 48:52 in the wife's favour.

Failure to disclose in defiance of court order

(d) The husband had been ordered by the court to disclose various bank statements, but had unilaterally redacted copies of some of them, and did not provide all the bank statements that he had been ordered to provide. He had also been ordered to pay costs for the wife's discovery application, since he had refused to respond to her request for discovery and interrogatories, forcing her to take out the discovery application. He had not paid these costs until his non-compliance was raised at a case conference on 4 October 2024. At that case conference, he had made a belated request to file his own discovery application, which was granted, but costs were ordered against him for the delay. The court was of the view that the husband's non-compliance with the discovery order was unacceptable and appeared to be evidence of a prima facie case of concealment. The court hence awarded an uplift of 5% in favour of the wife, bringing the final ratio to 43:57 in the wife's favour.

Wife maintenance

(e) The court declined to award wife maintenance as the wife had been supporting herself over the years and would receive a substantial sum from the division of the matrimonial assets, although she had lost her job on 31 December 2024. The court held that she had several years before reaching retirement age and should be able to find employment commensurate with her work experience. (The husband was aged 53 years and received a monthly income of about $32,000 as a statutory board employee; the wife was aged 56 years and had previously been a director at an educational institute, with a monthly income of about $18,000, before she became unemployed.)

Child maintenance

(f) The husband wanted the wife to equally bear the expenses of the second son's tertiary education (at a local university). However, the court made no orders on child maintenance as the child was above 21 years old, and stated that the child ought to apply to the court by himself should he wish to seek maintenance from the wife. (The children appeared to have a closer relationship with the husband.)

PI report costs; costs of divorce proceedings

(g) The wife wanted the husband to reimburse her for the $4,200 worth of fees that she had incurred in hiring a private investigator to gather evidence of the husband's alleged infidelity. The court declined to make this order since the interim judgement was granted on the basis of both parties' unreasonable behaviour.

(h) The court observed that generally parties in divorce proceedings are ordered to bear their own costs. However, the court noted that the husband had wilfully refused to disclose information in breach of the discovery order and also caused delay to the proceedings by making a belated discovery application. He had, in addition, redacted documents without the leave of court. His conduct impeded the expedient dispensation of justice and undermined respect for legal processes. Hence, the court asked parties to submit on costs within 14 days of the judgement.

2. Custody, Care and Control

XCQ v XCP [2025] SGHCF 26

Shared care and control of children – access – 5 year old child

Forum: General Division of the High Court (Family Division)

Brief facts: In this appeal case, the appellant husband and respondent wife married on 24 October 2014. The marriage lasted about 9 years before the wife commenced divorce proceedings on 23 May 2023. Interim judgment was granted on 9 November 2023. The main issue the parties disagreed on was care and control of and access to their 5 year old child. The district judge ordered, amongst other things, that the wife would have sole care and control of the child, and made various other orders on access timings, access venue, overseas access and also an order that the husband would have to take a breathalyser test before each access session for 6 months and preserve the photographic records of the test results ("**the breathalyser order**"). The care and access sessions would be subject to the undertakings of both parties not to consume alcohol. The husband appealed against the entire decision.

Key points:

(a) The husband wanted shared care and control of the child. The High Court did not grant this, stating that shared care and control orders require both parties to demonstrate their capacity to work well together and are therefore not normally ordered. The parties in this case had a rather acrimonious relationship and the court did not feel that they could co-operate in a shared care and control order. Also, it would be disruptive to move the child between two homes every few days – at her young age, she would benefit from having a consistent routine. The court would require exceptional or unique circumstances in order to grant a shared care and control order.

(b) The husband wanted more access time with the child, which the High Court did not grant, since he already had quite a lot – weekday access on Wednesdays and Thursdays from the time he picked the child up from childcare or school to 8:30 pm, and overnight weekend access from 9 pm on Saturdays to 9 pm on Sundays; when the child started primary school, he would have access on Wednesdays and Thursdays from 10 am to 8:30 pm during the school holidays, and at 9 years old, the school holidays would be equally shared. However, the court granted the husband's appeal against the district judge's order that the overnight weekend access was to take place at the paternal grandparents' residence. This was overly onerous on the appellant's parents who had no legal duty to care for their grandchild. The appellant also seemed able to care for the child independently for one night. The High Court also ordered that once the child began primary school, the school holidays ought to be shared equally (inclusive of overnight access).

(c) The district judge had ordered that the husband could not bring the child overseas until she was 6 years old. From between 6 to 9 years old, the husband could bring the child overseas only with the accompaniment of either the paternal grandparents or paternal aunt. From 9 years old, he could bring her overseas alone. The length of the overseas access was for a maximum of 7 days at a time, and only up to twice a year, without the consent of both parties. The High Court ordered that the husband could travel overseas with the child

without accompaniment once the child was in primary school. There would be no limit on the duration and frequency of travels by either party. Before the child entered primary school, during the child's school holidays, the husband would be able to have access to the child on Wednesdays and Thursdays from 10 am to 8:30 pm and overnight weekend access from 9 pm on Saturdays to 9 pm on Sundays. He could also bring the child overseas if his parents, brother or sister came along, if the parties could agree to a variation of the access days. This would prepare both the husband and the child for overseas and equal holiday access by the time the child began primary school.

(d) The district judge had made the breathalyser order because the wife was concerned that the husband had drunk to excess in the past and been aggressive at home. However, there was no evidence that the husband had displayed any aggressive tendencies after drinking or that he was dependent on alcohol. The breathalyser order would encourage acrimony between the parties and should not be imposed in the absence of clear evidence of alcohol dependency. The parties' undertakings not to consume alcohol during the care and access sessions would suffice to regulate their conduct.

(e) The husband wanted up to 5 makeup sessions if he was unable to have his usual access due to work or travel commitments – the High Court said it was not necessary to order this, and that both parties should communicate and facilitate access of the child with the other party as long as such access was reasonable.

(f) The husband was awarded $1,500 in costs at the ancillary matters hearing, as the district judge considered that the final outcome was closer to the husband's without prejudice offer. The High Court upheld this amount. Each party was ordered to bear their own costs for the appeal.

3. Variation

3.1 XNG v XNH [2025] SGHCF 32

Consent orders – variation – failure to pay under consent order not a material change of circumstances justifying variation

Forum: General Division of the High Court (Family Division)

Brief facts: The parties married in 2004. The wife filed for divorce in February 2022, and interim judgment was granted on 20 September 2022. The ancillary matters were settled, and a consent order was recorded.

The consent order provided, amongst other things, that the wife would have the matrimonial home (a condominium), and the husband would have another matrimonial property, which was a bungalow. The husband was supposed to pay the wife the monthly mortgage for the matrimonial home for 4 years ("**mortgage payment clause**"), a sum of $20 million in instalments over 4 years ("**monthly payment clause**"), and to bear the reasonable costs of the wife's personal and household expenses pending her receipt of the full $20 million ("**reasonable expenses clause**").

Subsequently, the husband sold the bungalow, and only partially complied with his payment obligations under the consent order. He stopped monthly payments entirely for an almost 5 month period (August 2024 to January 2025) and failed to pay the mortgage payments several times. He also told the wife he was intending to relocate to Dubai in August 2026.

The wife applied to vary the consent order. In the meantime, the wife also obtained a garnishee order for the outstanding payments due to her (almost $200,000), on 8 January 2025. The husband finally paid the overdue monthly payments on 17 January 2025, but not the overdue mortgage payments for December 2024 and January 2025. He only paid these sums in full on 28 February 2025. He had also defaulted on his payment obligations under the reasonable expenses clause.

The husband had obtained a new mortgage loan on 29 April 2025 and redeemed the previous mortgage on the bungalow (about $8 million to $9 million). The new mortgage loan was $29.5 million – which significantly diminished the value of the bungalow. The wife wanted the consent order to be varied such that the combined balance under the monthly payment clause and the mortgage payment clause would be paid in one lump sum within a month. (She had 2 alternative proposals, but this was her preferred solution.)

Key points:

(a) The court noted that the husband, by withholding monthly payments to the wife for almost 5 months and taking out a new loan for the bungalow, had caused the wife to fear that she would not receive full payment under the consent order. He had deliberately diminished the value of the bungalow, which was the only asset of his that the wife was aware of, which she could be comforted in knowing that the money due to her would be paid. She had reasonable cause to question his commitment to fulfil his payment obligations under the court order.

(b) However, the court noted that consent orders could not be varied simply because they were unjust, since a consent order was an order both parties had forged together, and hence had the "additional alloy of a contract". A party wanting to vary a consent would have to show that it was unworkable. In this case, the consent order was not unworkable – the husband appeared not to want it to work, but this was not the same thing as it being unworkable. He clearly could meet all his obligations under the consent order. After all, he had obtained a new mortgage loan for a very large sum.

(c) His failure to fulfil his payment obligations did not constitute a material change in circumstances warranting a variation of the consent order.

(d) The wife should instead take the necessary proceedings pursuant to the consent order. She could for example, apply for a Mareva injunction to prevent the husband from disposing of his assets, if he failed to pay any instalment under the monthly payment clause and mortgage payment clause. She could also apply for committal proceedings or other reliefs in respect of the reasonable expenses clause.

(e) However, to protect the wife, the court ordered that the husband should not dispose or spend the $20.5 million he had obtained from the re-mortgage without giving the applicant 7 days' notice. If he had already spent it or transferred it overseas, he was to render an account within 7 days from the date of the judgment.

3.2 VBL v VBM [2025] SGHCF 36

Consent order – Variation – children's maintenance and undisclosed assets

Forum: General Division of the High Court (Family Division)

Brief facts: The parties divorced in 2010 – interim judgment ("**IJ**") was granted on 23 March 2010 and the divorce was finalised on 5 July 2010. All the ancillary matters were agreed on, including the children's maintenance and the division of the matrimonial assets. The IJ contained the consent order. At the time of the IJ, the children were aged 7 and 4 years respectively.

About 10 years later, the husband filed an application (to reduce his monthly maintenance payments from $5,779 to $2,500; he also wanted to share the costs of the children's tertiary education expenses equally).

The wife filed an application a year later to vary the children's monthly maintenance upwards, to $8,500. She wanted the husband to pay fully for the children's tertiary education. She also wanted a division of the assets concealed by the husband during the negotiations which led to the IJ in 2010, namely the monies in his UBS account and his interest in Company X ("**the undisclosed assets**"). She only found out about them after the husband filed his application to reduce his monthly maintenance payments.

The district judge had dismissed the wife's application regarding the undisclosed assets but determined that C1's reasonable expenses were $5,389 a month and C2's reasonable expenses were $5,519 a month and ordered that the husband was to bear 60% of these expenses (which would work out to $6,544.80 a month), and the wife 40% of these expenses. The court ordered that the husband was to bear the children's university fees, insurance and flights, and the wife was to bear their living expenses, including accommodation expenses. (C1 was currently pursuing her undergraduate degree in the UK and C2 was set to commence her undergraduate studies this year, also in the UK.)

The husband appealed against the entire decision. The High Court dismissed the entire appeal.

Key points:

Duty to disclose for negotiations – fraud unravels all

(a) Following several rounds of negotiations, the wife had accepted a settlement sum of $2 million, which was about 44.5% of the assets disclosed by both parties in a joint asset list. The wife wanted to keep this $2 million sum and not to unravel the entire settlement. She just wanted a 44.5% share of the value of the undisclosed assets. The High Court stated that the responsibility of full and frank disclosure applies not only to contested proceedings but also to exchanges of information between parties and their solicitors leading to consent orders. The High Court found on the facts that the respondent had deliberately concealed his assets. However, at the time of the negotiations, the wife was aware that the husband had not declared all his assets in the joint asset list. From the wife's affidavits filed after the IJ, it appeared that she was aware that the husband had various assets that did not appear in the joint asset list, but did not ask for those assets to be included in the joint asset list. She herself did not fully disclose all her assets in the joint asset list. Hence, the High Court was of the view that any non-disclosure by the husband was unlikely to have been

material to the settlement. It was also speculative regarding what would have transpired had the undisclosed assets been disclosed – i.e. whether they would still have settled, what the terms of the settlement would have been, and if not, and the matter had been litigated, what the court would have decided.

(b) There was no legal basis to allow the wife to keep the $2 million sum and simultaneously receive an additional award based on the undisclosed assets. If fraud was established, then the entire consent order would have to be set aside, not partially varied. The parties would have to litigate afresh or reach a new settlement.

Variation of child maintenance – court may examine reasonableness of child's claimed expenses

(c) The court must proceed on the basis that the original maintenance order was appropriate when it was made – but the district judge was entitled to examine the reasonableness of the claimed expenses in relation to the children's current needs when deciding on whether and how to vary the original order. The High Court saw no basis to disturb the district judge's findings on the children's current reasonable expenses.

(d) Based on the parties' income and assets and earning capacity, the current 60:40 apportionment of the children's expenses was appropriate. In this regard, although the husband was in a stronger financial position than the wife, the court took into account that the wife had been unemployed since the IJ, even though one of the clauses in the IJ stated that she would return to work when the children reached primary school age, stating "…it is expected that the [wife] shall eventually contribute to the maintenance of the two children by securing some form of gainful employment when the children are of primary school going age…". She had academic qualifications and business experience but had made minimal effort to find employment.

(e) The IJ stated that the husband had agreed, in principle, to pay for the children's education, including their tertiary education, when the time came. However, it was also stated that this was to be determined at an appropriate time based on the financial abilities of the parties and the academic abilities of the children. The High Court noted that this qualification was significant as it contemplated a future assessment of both parties' financial circumstances. Hence, the district judge's order on the apportionment of the children's tertiary education expenses should remain.

4. Procedure

4.1 XLV v XLW [2025] SGHCF 35

Forum non conveniens – Expert evidence

Forum: General Division of the High Court (Family Division)

Brief facts: The parties met in China in 2002 and relocated to Singapore shortly after. They registered their marriage at the Chinese Embassy in Singapore on 31 October 2007. The husband was a Chinese citizen but became a Singapore citizen in 2014. The wife was a Singapore PR. There were 2 children of the marriage, aged 14 and 11 years respectively. They had obtained Singapore citizenship on 30 April 2014, though they did not renounce their Chinese citizenship.

The husband filed for divorce in Singapore on 21 September 2023. The wife was served on 13 October 2023 and entered appearance on 3 November 2023. She applied, amongst other things, to stay the Singapore proceedings on 17 November 2023, on the ground of *forum non conveniens*.

The Family Court dismissed her application on 3 December 2024 ("**FJC decision date**"). The wife appealed. Both parties filed an application to adduce fresh evidence for the appeal. The husband also filed an application for the wife to return the sum of $1,740,000 that the wife had transferred out from the parties' joint bank account in January 2023 ("**the alleged bank transfer**"). He later withdrew this application.

Key points:

Adducing Fresh Evidence

(a) The fresh evidence the wife wanted to adduce concerned various court proceedings in China – these documents were all dated after the FJC decision date. These proceedings related to the parties' properties and the gifting of such properties to a third party (whom the wife alleged the husband was co-habiting with). The High Court held on appeal that these documents would be relevant in the court's assessment of the nature of the proceedings in China and the degree of overlap with the Singapore proceedings. The documents were also credible, as they were issued either by the Chinese Ministry of Justice or the Chinese courts.

(b) The fresh evidence the husband wanted to adduce concerned the alleged bank transfer. However, one set of documents (joint bank account statements) related to matters occurring before the FJC decision date. The husband ought to have known about the transfer and could have obtained the evidence for the hearing below. They were also not relevant to the wife's appeal for a stay of proceedings. The other set of documents related to events occurring after the FJC decision date – email correspondence, police report and cable transfer showing the alleged bank transfer monies being transferred to the wife's personal bank account and then to her China bank account. However, these were not relevant to the appeal. Hence the husband's application to adduce further evidence was dismissed.

Forum non conveniens

(c) The High Court was of the view that the parties' domicile and personal connections to Singapore leaned in favour of Singapore as the more appropriate forum, e.g. the husband taking Singapore citizenship, the wife becoming a Singapore PR, the fact that they had continuously resided in Singapore since 2002 until recent years (when the husband went to China for work opportunities in 2019, when the parties started to live separately, and the wife moved to China to attempt reconciliation with the husband in 2023, at the encouragement of her in-laws), their acquisition of a matrimonial flat in Singapore, and their decision to raise and educate both children in Singapore.

(d) The fact that the children were dual Singapore-China nationals was a neutral factor. They had spent their entire lives in Singapore. No concrete plans had been made for them to relocate to China, and there was no evidence of any such plans, e.g. research on schools in China.

Expert evidence on jurisdiction

(e) The parties had disagreed on whether the Chinese courts had jurisdiction to make orders in relation to the children. The wife's expert said yes, and the husband's expert said no. The High Court noted that the wife's expert did not directly address the issue of jurisdiction in his supporting materials such as case authorities. There was no explanation of how the case authorities established or affirmed the principles in question. It also did not state what law was applied by the Chinese courts that supported the expert's conclusions. The expert opinion invited the court to draw inferences to fill in the gaps in order to arrive at the proposed conclusion but provided no clear legal basis for doing so. It also did not deal with the relevance and potential impact of the factors distinguishing the case authorities from the present case, such as the children's habitual residence. The expert also appeared to be advocating for the wife's position, attacking the husband's case, rather than providing a neutral opinion to assist the court.

(f) The husband's expert evidence also had a conclusion which was not properly supported. It cited various legal provisions for the conclusion that the Chinese courts had no right to decide on the custody of the children, but did not explain how they were applicable and relevant, and how they supported the conclusion. The expert also stated that the children had a "foreign nationality" without stating that they were also Chinese citizens – it was not clear how nationality would affect the jurisdiction of the Chinese courts, and also whether the expert had proceeded on a correct premise regarding the children's nationalities. The expert even expressly acknowledged that he should not call himself an "independent expert witness".

Other forum non conveniens factors

(g) In any event, the High Court stated that even if the Chinese courts had jurisdiction and would assume it over the children, China was not clearly or distinctly the more appropriate forum to determine the children's issues. The appropriate forum was the one with an intimate understanding and familiarity with the culture and societal framework relevant to how the child is to be raised, which in this case was Singapore, which was the children's

home. The wife did not put forward any evidence of any particular connection the children had with China.

(h) The husband would be likely to take part in the Singapore proceedings, since he was the one who commenced divorce proceedings. The third party might not attend the proceedings, but the third party judgment (see paragraph (j)(iii) below) had been admitted into evidence and could be used by the wife to show the cause of the breakdown of the marriage. On his part, the husband had alleged the wife had committed adultery/had improper associations and the witnesses for this were likely to be in Singapore.

(i) There was no evidence on any assets in China, aside from the husband's admission regarding two companies there. The wife could take out discovery and interrogatories on this. The third party judgment documented that assets valued at about $77,557 had been uncovered after an investigation by the authorities in China. In any event, the Singapore court could deal with the foreign assets. Hence, the location of the parties' assets was a neutral factor.

(j) Whether there were parallel ongoing proceedings in China:

i. Investigation order by a court regarding an altercation between the third party and the wife – this was not divorce proceedings.

ii. A divorce dispute, which had been withdrawn by the wife.

iii. Third party proceedings – in which the court had found, amongst other things, that the husband had cohabited with the third party, and ordered her to return the parties' joint properties in the sum of $77,557 to the wife. This judgment dated 24 December 2024 ("**the third party judgment**") was being appealed. If the appeal did not succeed, the $77,557 could be added to the matrimonial asset pool. If the appeal succeeded, then there was no further issue.

iv. Community Property Proceedings – it was not clear when these proceedings started. If the wife took them out after the FJC decision date, she should not be able to rely on them to justify a stay of the Singapore proceedings. It was also not clear what exactly these proceedings were about – whether they were divorce proceedings or confined to spousal asset-related litigation. There was no mention of spousal or child maintenance, or arrangements for the children after divorce. Hence, at most, the overlap between the Singapore proceedings and the Community Property Proceedings was probably limited to the division of the parties' matrimonial assets. There was no evidence on what stage these proceedings were at.

Hence the High Court concluded that there were no parallel ongoing proceedings in China which would deal comprehensively with all the issues between the parties.

(k) The wife claimed that she would be entitled to compensation for damages caused by the husband's cohabitation with the third party under Chinese law. However, this alone did not show that Singapore was not the natural forum, or that China was a more appropriate forum

than Singapore. The wife's attempt at staying the proceedings to avail herself of more favourable Chinese law provisions could itself be an indicator of forum shopping.

4.2 WGM v WGN [2025] SGHCF 23

Division of matrimonial assets – determinative date and valuation date for matrimonial assets when AM hearing many years after divorce

Forum: General Division of the High Court (Family Division)

Brief facts: The parties divorced in 2014, with the interim judgment ("**IJ**") being granted on 10 July 2014, and the final judgment being issued on 30 October 2014. They had 2 children, aged 23 and 25 years respectively at the time of the hearing for the judgment in respect of which this write-up has been done. The parties had negotiated a settlement on the ancillary matters, via a deed dated 3 April 2014, and the terms of deed were put into a consent order, which was incorporated into the IJ.

Under clause 3 of the IJ, the matrimonial assets were to be divided equally between the parties, with the husband to pay the wife $9.3 million as her share of the assets. The husband was the founder and managing director of a company ("**the Company**"), which the wife used to work for, even some years after the divorce.

About 6 years after the divorce, however, both parties took out civil proceedings against each other, in relation to the Company. Around this time, the husband discovered that the older child of the marriage was not his biological child, and he filed an application to set aside clause 3 of the IJ, on the grounds of fraudulent non-disclosure. This application was granted by the court, and thus the parties had to go for an ancillary matters hearing.

The wife applied for discovery and obtained orders for the husband to disclose the audited financial statements of the Company for the financial years of 2021 and 2022. She made further applications for information and documents on the Company's related-party transactions in its financial statements from 2012 to 2022. The Assistant Registrar ("**AR**") ordered certain financial statements and documents between 2019 and 2022 to be produced. The husband appealed against the AR's orders, and the appeals were directed to be heard after the present application.

The present application was taken out by the husband for the court to determine the operative date for determining the pool of matrimonial assets ("**the Determination Date**") and the operative date for valuing the pool of matrimonial assets ("**the Valuation Date**"). This would affect the discovery that could be ordered against the husband, since discovery would not be ordered in respect of any documents and information dated after the Determination and Valuation Dates. The wife's position was that the Determination Date should be no earlier than March 2020, which was when the parties' relationship broke down, and the Valuation Date should be the ancillary matters hearing date ("**AM date**"). She also took the position that these dates should be determined at the ancillary matters hearing, and that the husband's application was hence premature.

Key points:

(a) The court held that it was logical to determine the Determination and Valuation Dates before the AM date, to prevent unnecessary costs incurred in complying with potentially onerous and unnecessary discovery orders.

(b) The default position is that the Determination Date should be the IJ date and the Valuation Date should be the AM date.

(c) The divorce was more than 10 years ago, in 2014. The court held that the Determination Date should be the IJ date, since the parties divorced around that time. It should not be March 2020, because the parties had no *consortium vitae* after 2014. In fact, the wife had remarried on 1 April 2015, and the husband had remarried on May 2017. They communicated amicably in respect of the children and ran the company as business partners, but this did not mean that their marital union subsisted. The wife's contributions to the Company were made in her capacity as an employee, not as a spouse. They did not have or exercise any conjugal rights vis-à-vis each other since the divorce. In the circumstances, there was no cogent reason to depart from the default position of adopting the IJ date as the Determination Date.

(d) The court held that the Valuation Date should also be the IJ date. To hold otherwise would be to allow the wife to take advantage of any growth in the husband's assets owing to his sole efforts after the divorce.

5. Probate and Administration

WPA v WPB and others [2025] SGHCF 24

Probate and Administration — Grant of Probate — conflict of interest as an executor

Forum: General Division of the High Court (Family Division)

Brief facts: A successful businessman passed away and left his (absolutely enormous – as much as $150 million, according to one estimate) estate to his wife, who held some portions of his property on trust for their sons. The bulk of the assets were in Australia. The couple had 8 children – 3 sons and 5 daughters. The plaintiff was the eldest son; the first defendant was the eldest daughter; the second and third defendants were the second and third sons; and the fourth defendant was the son of the third defendant and the eldest grandson. The wife passed away in 2012, leaving her estate to the 3 sons and the eldest grandson. The daughters inherited nothing.

The plaintiff wanted to remove the first and second defendants as the executor and executrix of the wife's estate and be appointed as the sole executor in their place. The third and fourth defendants also wanted the second defendant removed (though not the first defendant), and wanted to be appointed as executors instead of the plaintiff. The reasons were that the first defendant was tardy; and the second defendant was acting in conflict of interest by mixing his personal interests with that of the estate.

The history of the case is lengthy, but these are the brief facts:

The wife made a will in 2006. On the same day she made the will, the second defendant took her to a second lawyer where she signed 6 deeds of gifts and 5 declarations of trust, all in favour of the second defendant. In February 2007, the wife was certified as having mental incapacity. (For reasons the judgment did not go into, the wife ended up moving out of the bungalow she stayed in, and into an HDB flat owned by the third defendant with the eldest daughter, while the plaintiff and the third defendant continued to stay in the bungalow.) The first defendant commenced proceedings in Australia against the second defendant to recover assets belonging to the wife that the second defendant claimed had been given to him by way of transfer, on the basis that the wife lacked the mental capacity to do the transfers. The Australian litigation was settled by way of a settlement agreement in 2009 ("**2009 agreement**") signed by all 8 children – the second defendant ended up reinstating the assets he had previously claimed to have been given to him by the wife. These assets formed part of the wife's estate. There were some issues arising with the 2009 agreement, which were dealt with in a second settlement agreement between the plaintiff, the second defendant and the third defendant only. Subsequently, the second and third defendants went on to enter into yet another settlement agreement, without the plaintiff, in which they agreed on certain payments in settlement of their rights and obligations under the 2009 agreement, and this agreement was to take precedence over the 2009 agreement. (The plaintiff and other siblings did not find out about this third agreement until much later.) The effect of this third agreement was primarily to allow the payment of interest from the wife's estate to the second defendant (which was not dealt with in the 2009 agreement).

Key points:

(a) The court was of the view that this was a clear conflict of interest on the part of the second defendant – he had been seeking payments out of the estate on his own behalf, even though he was the executor of the estate. In fact, both the second and third defendants were in a conflict of interest position, since they had been making arrangements to be paid out of the estate in the third agreement without telling the plaintiff.

(b) The first defendant was not in a conflict of interest position because she was not a beneficiary. She did not seem to know what to do as an executrix, however, and had indeed been tardy. The second defendant had also not done anything significant to fulfil his duties as an executor. He and the first defendant could not provide a full list of the assets, let alone a valuation. Nonetheless, the court was of the view that the first defendant's "passive attitude" towards the administration of the estate did not constitute sufficient cause to replace her as executrix.

(c) In the circumstances, the plaintiff was granted Letters of Administration with Will Annexed in respect of the estate, in substitution of the second defendant, with the first defendant remaining as the executrix.

6. Mental Capacity Act

WVH and anor v WVG and another appeal and other matters [2025] SGHCF 22

Mental Capacity Act — Management of P's property and affairs – P's girlfriend vs P's children

Forum: General Division of the High Court (Family Division)

Brief facts: The mentally incapacitated person ("**P**"), a 72 year old man, had an extra-marital relationship with a 63 year old lady ("**Z**") in 2014. He left his wife and moved in with Z. In 2016, he got into a motorcycle accident, and experienced poor health thereafter. He was diagnosed with dementia in Jan 2020. His wife filed for divorce and interim judgment was granted on 9 Nov 2021. P was certified as lacking mental capacity in a medical report dated 2 June 2022.

In July 2022, 2 of P's 3 children ("**the children**") applied to be his joint deputies over his personal welfare, property and affairs – but did not disclose his relationship with Z to the court – hence Z was not served with the application. In April 2023, the children applied for an order that Z be prevented from getting access to P. The court ordered Z to be served with the summons. Z then applied to revoke the joint deputyship order, and also applied for an interim order to be added as a third deputy of P. The former application was dismissed. But the court appointed Z as joint deputy with the children over the management of P's personal welfare. However, the management of P's property and affairs was ordered to remain with the children. The court also ordered that P continue to stay with the children, if there was no agreement among the deputies regarding his living arrangements. Z could visit and care for P daily if she wished and was jointly responsible for managing his health.

The children and Z both appealed against the decision and subsequently entered into a settlement agreement regarding the appeals. The agreement also provided that the parties would "work towards persuading and easing P to stay in an Assisted Living Facility" ("**ALF**"). However, there were multiple disagreements between the children and Z after the settlement. The children had put P into a Care Centre (an ALF) ("**the Centre**") without Z's consent, which she felt was reneging on the settlement agreement. Z would visit P in the Care Centre, abuse the staff, encourage P to move out of the Centre by telling him it was a "prison", discourage him from taking certain medications, stay beyond visiting hours, and even bring P out of the Centre without informing the children. Once, she even interfered with the hospital's advice (when P was admitted for difficulties in speaking and swallowing) for P to be given thick fluids and a pureed diet when he got back to the Centre, by shouting at the Centre staff to ask them why P had been given pureed food. P became agitated and only calmed down when the staff gave him soft bread for lunch. Another time, she brought P for home leave and said she would give him a regular diet, despite the hospital's instructions that he should have a soft diet.

Key points:

(a) The High Court was of the view that:

i. The settlement agreement did not oblige the children to seek Z's consent to admit P into the Care Centre.

ii. The settlement agreement was a binding agreement that ought to be enforced, and its terms were in P's best interests.

iii. The children were the more appropriate deputies for P, as the children and their other sibling were the heirs to P's estate, and there were bank statements showing that $200,000 has been transferred from P's account to Z's account in 2022 after his dementia diagnosis (of which Z had agreed to repay $90,000 in the settlement agreement).

iv. Staying in an ALF such as the Care Centre was in P's best interests – there was a regular schedule with activities and therapy to improve P's cognitive abilities, and other residents for P to interact with.

v. Z had alleged that the Care Centre staff had provided unsatisfactory care with no evidence, encouraged P to disregard medical advice and flout the Care Centre's rules, and sown discord between P and his children by telling him that they had abandoned him. This had made it more difficult for P to adapt to the new environment and routine.

(b) The court ordered that Z should not be a co-deputy managing P's personal welfare. The children would remain as joint deputies for P's personal welfare, property and affairs. However, Z was allowed to continue visiting him at the Care Centre, since she had been together with P since 2014 and he seemed to enjoy her company. The settlement agreement provided specific dates and times for the children and Z to access P (so that they would not overlap with each other), and the court urged parties to abide by the terms of the agreement. The court further ordered that on days that one party was unable to visit P as per the agreement, the other would be at liberty to do so.