

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 17

Divorce (Transferred) No 2198 of 2023

Between

XJI

... Plaintiff

And

XJJ

... Defendant

JUDGMENT

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

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XJI

v

XJJ

[2025] SGHCF 17

General Division of the High Court (Family Division) — Divorce
(Transferred) No 2198 of 2023
Choo Han Teck J
23 January, 18 February 2025

4 March 2025

Judgment reserved.

Choo Han Teck J:

1 The plaintiff (the “Wife”) and the defendant (the “Husband”) were married on 26 March 2011. Their marriage lasted about 12 years. The Wife commenced divorce proceedings on 11 May 2023 and interim judgment (“IJ”) was granted on 14 November 2023. The Husband, aged 55, is a part-time real estate agent earning a monthly income of S\$3,000. The Wife, aged 41, is a clerk earning a gross monthly salary of S\$7,700. Both parties are Singapore citizens. They have three children, a 13-year-old daughter (“C1”), an 11-year-old daughter (“C2”) and a 10-year-old son (“C3”). Parties are contesting all ancillary matters.

Custody, care and control and access

2 Both parties agree to have joint custody of the children, but each party is seeking sole care and control of the children, with access to the other party.

The Wife argues that she is closer to the children, has been their main caregiver since birth and has hired a domestic helper who has been looking after them since June 2022. Further, she works from home multiple times a week, and her employer permits her to take unlimited leave to attend to the children as needed. She also says that the children depend on her for their studies and are afraid to tell the Husband when they are hurt. According to the Wife, the Husband should not have sole care and control of the children because he has placed C3's life at risk by leaving him unattended in a locked car and has been "physically rough" with the children during the marriage. He also does not have support in taking care of the children.

3 The Husband says that he has been the primary caregiver since December 2020 as he stays at home on the weekdays. He explains that his life revolves around the children every day. For instance, he gets them ready for school every morning, prepares their breakfast and takes them to and from school and for their enrichment classes. Whereas, he says, even when the Wife works from home, she is always on the computer and only comes out for lunch and after work at 6pm. According to the Husband, the Wife does not have much help as she is not close to either her sister or her parents. On the other hand, he has a close circle of friends and an older sister who are more than happy to help with childcare if necessary. Lastly, he says that the Wife exaggerated the one incident by saying that C3 could have died in the locked car. He explains that C3 refused to follow him as he was only going to take a few minutes to buy fruits from a stall nearby. He went back to the car within six minutes and found C3 crying because he had presumably been alarmed by another vehicle honking.

4 Having reviewed the evidence, I make the following orders:

- (a) During the school term, the Husband shall have care and control of the children from 9pm on Sundays to the children's school dismissal time on Fridays. The Wife shall have access to the children from the children's dismissal time on Fridays to 9pm on Sundays. Whenever the children have no school on Friday, they shall be with the Wife from 10am.
- (b) The Wife shall pick the children up from their schools at their respective dismissal timings on Fridays. The timing and location may vary by consent depending on the children's schedules.
- (c) During the children's school holidays, the above arrangement shall cease, and the Wife shall have the children during the school breaks in March and September. As for the June school vacation, the Wife shall have the children for the first three weeks, and the Husband for the final week. During the year-end school holidays, each party shall have the children for half the school holidays. On even years, the children will stay with the Husband first, then the Wife. The order shall alternate on odd years.
- (d) If either party wishes to bring the children overseas during the school holidays, they shall notify the other party with at least four weeks' prior notice in writing, with the details of the travel dates, itinerary, flight and/or transport details and accommodation details.
- (e) If either party is travelling overseas, the children shall remain with the other party during the duration of the party's travel.
- (f) For Chinese New Year ("CNY"), on even years, the Wife shall have the children from 10am or after school (whichever is later) on CNY

Eve to 10am on CNY Day 1 and 10am to 9pm on CNY Day 2. The Husband shall have the children from 10am on CNY Day 1 to 10am on CNY Day 2. The order shall be swapped on odd years.

(g) For public holidays that fall within the school term, the Wife shall have access to the children from 9pm on the eve of the public holiday to 9pm on the public holiday.

(h) Parties are at liberty to apply if they cannot agree.

5 I am of the view that both parties are equally competent in caring for the children, although with different, perhaps complementary, styles of parenting. For instance, the Husband has the role of the disciplinarian. Based on my interview with the children, it also appears that they are all comfortable with both parents. However, an order of shared care and control usually requires parents to demonstrate their capacity to work well together and would take a “unique set of conditions” before the court decides to do so (Leong Wai Kum, *Elements of Family Law in Singapore* (LexisNexis, 3rd Ed, 2018) at paras 9.160 and 9.161, referring to *AQL v AQM* [2012] 1 SLR 840). In the present case, I am not certain that the parties are able to communicate and compromise in making day-to-day decisions for the children. Since the Husband has flexible working hours, it is in the children’s best interests for them to stay with him during the weekdays. They would then reside with the Wife for longer periods during the school holidays. Under this arrangement, although the Husband spends more time (quantitatively) with the children during the school term, the Wife gets to spend more time beneficially with them during the weekends, school holidays and public holidays.

Division of matrimonial assets

6 Matrimonial assets are typically identified at the time of the IJ date, *ie*, 14 November 2023, and valued at the date of the ancillary matters (“AM”) hearing, *ie*, 23 January 2025. The only exception is that balances in bank and Central Provident Fund (“CPF”) accounts are to be valued as at the IJ date. The identification and valuation of the parties’ matrimonial assets are as follows.

S/N	Asset	Husband’s Case	Wife’s Case	Court’s Decision
Assets that are jointly held by Husband and Wife				
1	UOB bank account number ending with 7025 (“Account 7025”)	S\$500.50	S\$500	S\$500.50
2	POSB account number ending with 3910 (“Account 3910”)	S\$522.22	S\$522.22	S\$522.22
Subtotal (joint assets)				S\$1,022.72
Husband’s assets				
3	HDB Flat	Not a matrimonial asset	S\$900,000	S\$900,000
4	Honda car	S\$75,000	S\$75,000	S\$75,000
5	Insurance policies	S\$194,559	S\$194,559.65	S\$194,559.65
6	CPF accounts	S\$356,395	S\$371,394.06	S\$371,394.06

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
7	SGX CDP	Not a matrimonial asset	S\$337,764	S\$337,764
8	POSB account	Not a matrimonial asset	S\$82,278	S\$82,278
9	UOB Uniplus account	Not a matrimonial asset	S\$133,561	S\$133,561
10	OCBC account	Not a matrimonial asset	S\$63,000	S\$63,000
11	MooMoo account	Not a matrimonial asset	S\$24,504	S\$24,504
12	Cash moved out of UOB joint account	Not a matrimonial asset	S\$937,000	S\$187,400
Subtotal (Husband's assets only)				S\$2,369,460.71
Wife's assets				
13	Matrimonial home (the "Condominium")	S\$3,200,000	S\$3,200,000	S\$3,200,000
14	Outstanding mortgage for the Condominium	-S\$470,805.58	-S\$470,805.58	-S\$470,805.58
15	UOB accounts	S\$28,710.30	S\$28,710.30	S\$28,710.30

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
16	Trust Bank account	S\$41,366.10	S\$41,366.10	S\$41,366.10
17	POSB account	S\$3,810.73	S\$3,810.73	S\$3,810.73
18	Insurance policies	S\$47,171.60	S\$47,171.60	S\$47,171.60
19	CPF accounts	S\$173,867.43	S\$173,867.43	S\$173,867.43
20	UOB Kay Hian account	S\$14,768 + US\$3,513.60 + US\$7,581.35 + US\$25,132.50 + US\$20,061.30 + US\$133.75 = S\$88,117.25	S\$76,833.05	S\$88,117.25
21	Stocks under employee shares purchase programme	S\$19,900	S\$19,443.13	S\$19,900
Subtotal (Wife's assets only)				S\$3,132,137.83
Total				S\$5,502,621.26

7 S/N 3 is a Housing Development Board flat that was purchased and fully paid for by the Husband several months before the marriage (the “HDB Flat”). The Wife argues that the HDB Flat has been transformed into a matrimonial asset as the parties resided there for eight years and three months during their marriage. In support of her claim, the Wife cites s 112(10)(a)(i) of the Women’s Charter 1961 (2020 Rev Ed) (“WC”), which states that “matrimonial asset” includes any asset acquired before the marriage by one party ordinarily used or

enjoyed by both parties or their children while residing together for purposes such as shelter or household use. The Wife also refers to the case of *CXR v CXQ* [2023] SGHCF 10, in which parties had stayed in a property purchased pre-marriage for a total of 21 months within their 9-year marriage. The child spent almost the full first year of his life in that apartment and the court found that it constituted a matrimonial asset under s 112(10)(a)(i) of the WC.

8 On the other hand, the Husband’s position is that the HDB Flat is a pre-marital asset which should be excluded from division. He claims that even if it was previously a matrimonial asset, it has “lost its characterisation” as a matrimonial home because the parties had no intention to return and live there. Further, the Husband manages the HDB Flat, pays all the outgoings and deposits the rental income in his sole account. He compares the present case to *BGT v BGU* [2013] SGHC 50 (“*BGT v BGU*”). In *BGT v BGU*, the husband purchased a property a few months prior to the marriage and paid for most of it during the marriage with no financial contribution from the wife. They stayed in the property for the first six years of their 15-year marriage. The court found (at [28]) that the property was a matrimonial asset during the period of occupation but since the use ceased “during the period when the parties [were] residing together for a reason that has nothing to do with the end of the marriage”, it ceased to be a matrimonial asset. However, the Husband acknowledges that the Court of Appeal took a different position in *TND v TNC and another appeal* [2017] SGCA 34 (“*TND v TNC*”), finding that even where a property is no longer used as the parties’ matrimonial home, it is nevertheless up for distribution but treated differently from the quintessential matrimonial assets. Hence, the Husband takes the position that even if the HDB Flat were to be a matrimonial asset, it cannot be given the same weight as assets acquired through the joint effort of parties.

9 I find that the HDB Flat was ordinarily used by both parties and their children for shelter under s 112(10)(a)(i) of the WC. The family stayed in the HDB Flat for more than half of their marriage years. All three children were also born during that period and spent several of their childhood years in that home. This flat cannot be described in any way other than as a matrimonial asset. In *TND v TNC*, the Court of Appeal observed that a court has the discretion to divide such assets in an equitable manner, bearing in mind the nature of the asset and length of time it was used or enjoyed by parties. It affirmed the High Court's decision to take into account the fact that the property was used as a matrimonial home for only 15 months by classifying it in one group and assigning a much higher weight to direct contributions vis-à-vis indirect contributions. In the present case, however, the HDB Flat was used as the family's matrimonial home for a much longer period. I see no reason to classify it in another group and to award a separate weightage to the direct and indirect contributions. Therefore, the Wife's valuation ought to be included in the pool of matrimonial assets.

10 For S/N 6, parties agree that the total amount of money in the Husband's CPF accounts as at 31 December 2023 is S\$624,272. The Husband claims that his pre-marital CPF funds are S\$267,877.17, while the Wife says that his pre-marital CPF funds amount to S\$252,877.94. There is a difference of S\$14,999.23 in the parties' calculations because the Wife adopted the value of the Husband's account balance as at 1 January 2011, while the Husband used the value as at 31 December 2011. I prefer the Wife's calculations because the parties were married on 26 March 2011, and therefore it would be more appropriate to adopt the closest available date which is January 2011.

11 The Husband has several accounts (S/N 7 to S/N 11) under his name which he argues ought to be excluded because they are pre-marital funds. The

Wife says that these are part of his assets which should be included for division. The burden of proof lies on the Husband to prove that the moneys in these accounts were not acquired during the marriage: see *USB v USA* [2020] 2 SLR 588 at [31]. In this case, the Husband has not adduced any evidence to prove his assertion. The bank statements provided by the Husband in his affidavit filed on 16 January 2024 merely show the balances in the accounts as of December 2023. None of the documents indicate the balances in the respective accounts prior to the marriage. Therefore, the money in all the bank accounts ought to be included in the pool of matrimonial assets.

12 The parties have two joint bank accounts under S/N 1 and S/N 2. They agree to include the balances in both accounts in the pool of matrimonial assets. However, the Wife alleges that the Husband had transferred a total of S\$937,000 out of Account 7025 between January 2020 and February 2021. The Wife gave details of the numerous transactions of varying amounts made by the Husband and emphasises that there were no major purchases that she was aware of during that period. Therefore, the Wife urges the court to draw an adverse inference against the Husband for the dissipation of this sum.

13 On the contrary, the Husband claims that the money in Account 7025 were used to pay monthly mortgage payments amounting to approximately S\$122,000 (between 2019 and September 2023) and renovation and fittings of the Condominium which totalled S\$134,000. Further, he asserts that all the moneys in both joint accounts were his pre-marital funds earned from flipping properties and that the Wife never contributed to any of the accounts. Before marriage, he sold three properties and made a profit of S\$1,144,125. During the marriage, he sold another two pre-marital properties and made a profit of approximately S\$1,213,458.20. The Husband further explains that Account 3910 was meant to track their monthly expenses and to serve as an

emergency fund, while Account 7025 was opened on the advice of bank staff so that the Husband could enjoy a higher interest rate from transferring funds between several accounts bi-monthly. Therefore, he finds it “extraordinary” for the Wife to expect him to keep the money in both joint accounts after she filed for divorce. The Husband says that the Wife knew about the purpose of these transfers as she participated actively in the transfer of funds. For example, the Husband transferred S\$100,000 to the Wife’s UOB account in September 2018, and the Wife transferred the funds back to him in November 2018. The same pattern of transfers can be seen from May to July 2019 and again from September to November 2019. As such, he finds that it is “disingenuous” of the Wife to now insinuate that he is not being candid. To support his argument, he cites *CLS v CLT* [2022] 2 SLR 1043. In that case, the husband transferred some of his pre-marital shares to the wife as a gift. When the shares were subsequently given back to the husband by the wife for no consideration, the court found that they remained as non-matrimonial assets.

14 The Wife argues that the S\$937,000 from Account 7025 had been commingled significantly with her funds and his funds over the years and have lost their characteristic as pre-marital moneys. She also cites *CLC v CLB* [2023] 1 SLR 1260 (“*CLC v CLB*”) at [78] for the proposition that an inheritance or gift may lose its character as a non-matrimonial asset where the donee spouse manifests a “clear and unambiguous intention” to incorporate the moneys into the family estate. Although she acknowledges that *CLC v CLB* concerned gift and inheritance (instead of pre-marital moneys), she argues that the Husband had repeatedly expressed his intention to use his moneys in the joint accounts to generate high interest rates for the family’s expenses. This intention, she says, converts the pre-marital moneys into matrimonial assets.

15 Neither party has direct evidence (*eg*, bank statements) to prove the source of the funds in Account 7025. However, prior to their marriage, the Husband ran a business that made a profit of roughly S\$1.5m to S\$1.8m. He used that money to invest in properties and entered the marriage at 42 years old with a relatively high net worth. On the other hand, the Wife was 28 years old at the time of marriage and did not have much money. I thus accept that a significant portion of the S\$937,000 is likely to have originated from the Husband's pre-marital funds. Nevertheless, since both parties' moneys likely comingled in Account 7025 over the years, it is not possible to determine the exact amount of the Husband's pre-marital funds. I thus estimate the Husband's pre-marital moneys to be 80% of the disputed S\$937,000, *ie*, S\$749,600. Given their earning capacity at the time, I think this is a fair estimate.

16 The next question is whether such pre-marital funds have been transformed into matrimonial assets. In my view, the fact that the Husband used the moneys to generate high interest rates to cover the family's expenses does not transform the moneys into matrimonial assets. In *CLC v CLB*, the Court of Appeal found that the husband's bank accounts and investment portfolios contained moneys derived from gifts and inheritance. The husband transferred some of those moneys into a joint account and consistently referred to it as the parties' total wealth. He also used the moneys for the family's overseas expenses and to purchase and renovate the parties' properties. Therefore, the court held (at [95]) that the husband had demonstrated clearly and unambiguously that he intended to treat the moneys as part of the family estate. In the present case, the Husband transferred the moneys into a joint account with the Wife. However, the sums were used to generate high interest rates by frequent transfers and were not directly used towards the family's expenses. There is also no evidence that the Husband referred to the money as the family's wealth. In the circumstances, I find that the Husband has not demonstrated a

clear and unequivocal intention to treat the moneys as matrimonial assets. As such, the amount deemed to be his pre-marital funds, *ie*, S\$749,600, shall be excluded and the remaining sum of S\$187,400 shall be available for division. The Wife claims in the joint summary that the Husband withdrew S\$57,000 from Account 3910 in May 2023. However, she did not adduce any evidence to support this allegation, and it was also not within the list of disputed assets under the parties' joint summary.

17 For the Wife's UOB Kay Hian account listed at S/N 20, it is unclear how the Wife arrived at a total figure of S\$76,833.05. The Husband's calculations rely on the values provided by the Wife in her affidavit and account for the conversion rate of roughly US\$1 = S\$1.3 as of December 2023. As for the stocks under S/N 21, the Wife's affidavit indicates that these stocks are valued at S\$19,900. Therefore, I accept the Husband's valuations for both items.

18 Lastly, the Wife claims that the Husband took all the cash inside the parties' safe at home. The Husband says that the Wife took several gold bars, two Rolex watches and jewellery from the safe, which far exceeds the value of the cash. Apart from two photographs depicting the depletion of items in the safe submitted by the Wife, there is no evidence or valuation of the items taken by each party. The items were also not included in the list of disputed assets submitted in the parties' joint summary. I am making no order on these items.

19 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\$2,369,460.71	S\$3,132,137.83	S\$1,022.72
Total: S\$5,502,621.26		

20 The Wife adopts the global assessment method in her calculations. The Husband, however, argues that the classification method should be applied. He proposes three separate categories of assets: (a) the HDB Flat; (b) the Condominium; and (c) parties' moveable assets. According to the Husband, this was a short marriage and both properties were acquired with his pre-marital funds. The present case is also unlike the long, single-income marriage envisioned in *TNL v TNK and another appeal* [2017] 1 SLR 609. He argues that the weightage for the direct and indirect contributions towards the HDB Flat ought to be 97% and 3% respectively, and that of the Condominium to be 80% and 20% respectively. Otherwise, the Wife would receive a windfall without making contributions to the acquisition of the properties. He asserts that the weightage for the direct and indirect contributions towards the parties' moveable assets should also be 80% and 20% respectively since this was a short marriage with the Wife only starting work in December 2020.

21 I disagree with the Husband's arguments. The paramount aim of the court is to ensure that the matrimonial assets are divided in a just and equitable manner pursuant to s 112(1) of the WC: see *NK v NL* [2007] 3 SLR(R) 743 at [33]. It appears to me that the Husband is trying to exclude the Wife from both properties. The parties had three children during their marriage of approximately 12 years, which is not particularly short. They do not have a vast conglomerate of assets and adopting the classification method may be too arbitrary and would prejudice the fair and equitable division of assets. Therefore, the global assessment method in this instance is more appropriate.

22 *ANJ v ANK* [2015] 4 SLR 1043 applies here because this is a dual-income marriage. I shall first address the direct financial contributions of both parties. It is not disputed that the Husband paid the full purchase price of S\$668,000 for the HDB Flat. As for the Condominium, the Husband claims that

he paid S\$1,989,576.09 while the Wife paid nothing. He has been paying the monthly mortgage repayment, property tax and management fees. The Wife says that the Husband paid S\$1,905,841.65, while she contributed only S\$2,000 because the Husband did not top up the bank account for the loan repayment in May 2023. The Husband refutes this by explaining that he had transferred S\$5,582.61 to her account on 31 May 2023. The Wife argues that this was only done after she had already transferred S\$2,000 into the account. Having analysed the Wife's UOB bank statement, I accept the Wife's evidence that she spent S\$2,000 towards the purchase of the Condominium. However, since there have been many payments made towards the Condominium over time, it is not possible to determine the exact amount spent by the Husband. Neither of the values provided by parties is supported by direct evidence. I thus estimate the Husband's contribution to the Condominium to be S\$1,947,708.90 (this value being the average of both parties' estimations). The parties contributed solely to the remaining moveable assets in their respective names. Accordingly, the Husband's direct contributions amount to S\$4,085,169.61, and the Wife's, to S\$404,943.41. The ratio of direct contributions is thus roughly 91:9 in the Husband's favour.

23 Next, I address the parties' indirect contributions. The Husband argues that the ratio of indirect contributions should be 65:35 in his favour. He says that he has been paying for the bulk of the children's expenses, and that he paid fully for the expenses incurred in hiring a domestic helper from July 2012 to October 2017. Subsequently from August 2021 to June 2022, he split the costs with the Wife. He has also been paying for all the children's tuition lessons, while the Wife only pays for C3's drum lessons and some online lessons. Further, he claims that he has always been very involved in caring for the children, for instance by feeding them, playing with them and tending to them when they fall sick. When the family had no domestic helper for almost four

years, the Husband did most of the household chores, including grocery shopping, cooking, cleaning and laundry. He also frequently took the children out to rollerblade, cycle or play games at the arcade.

24 The Wife argues that the ratio of indirect contributions should be 75:25 in her favour. For indirect financial contributions, she says that her willingness to put the ownership of the Condominium under her sole name allowed the parties' financial assets to increase significantly. The parties were able to save on additional buyer stamp duty and could earn rental income from the Condominium and HDB Flat during the periods when they were vacant. Although she stopped full-time work in 2012, she retained her property agent licence which the parties used to co-broke properties, leading to more profits during the period before she resumed full-time employment in 2020. Since then, she started financially contributing more to the family again. As for indirect non-financial contributions, the Wife maintains that she is a working mother who has been the main caregiver of the three children. The children greatly rely on her to assist them with schoolwork because the Husband is much older and is not familiar with the current school syllabus. She cites my decision in *VXM v VYN* [2023] SGHCF 39 ("*VXM v VYN*"), stating that for a dispute involving a working homemaker mother with two children, even when the husband contributed significantly to the family expenses, an indirect contribution ratio of 70:30 to the wife was appropriate. She argues for an additional 5% increase in the present case because they have three children, and she has helped to grow the family's funds.

25 The facts in the present case differ from that of *VXM v VYN*. There, the wife was the sole homemaker despite being a working mother. She bore the significant portion of the childcare and home-making responsibilities. The husband's involvement in the upbringing of the children was limited to

moments between his work as he was a busy working man, running a company with more than 5,000 employees worldwide. In contrast, the Husband in this case is a part-time real estate agent who takes the children to and from school. The bulk of his wealth was earned from his former business and investments in properties prior to the parties' marriage. Nevertheless, I recognise that the Wife had stopped full-time work when C1 was born in 2012 and only resumed full-time employment in December 2020. During this period, the Wife gave birth to three children and was their primary caregiver. The Husband, on the other hand, bore a much larger portion of the indirect financial contributions to the family. In the circumstances, an indirect contributions ratio of 50:50 is appropriate.

26 Having decided to use the global assessment method, I reject the Husband's arguments on the weightage of the direct and indirect contributions set out above at [20]. This is a dual-income marriage that lasted around 12 years. There is no reason to depart from the starting position of assigning equal weight to the direct and indirect contributions. I also reject the Wife's argument for an adverse inference to be drawn against the Husband as there is insufficient evidence to suggest that the Husband has deliberately sought to conceal or deplete some assets which would otherwise be available for division: see *BOR v BOS and another appeal* [2018] SGCA 78 at [75]. In any case, I have already included some of the disputed S\$937,000 in the pool of matrimonial assets. The overall ratio is therefore approximately 70:30 in the Husband's favour.

27 Lastly, the Husband seeks a transfer of the Condominium to him. The Wife suggests a swap of the ownership of the Condominium (which is under her name) and the HDB flat (which is under the Husband's name). She cites *VWM v VWN* [2024] SGHC(A) 4 for the proposition that the children's needs are a factor that the court ought to take into consideration when dividing the matrimonial assets. The Wife says that a swap of the properties would allow the

children to always have a roof over their heads. I do not see how granting a swap would mean that the Wife would not need to look for a new property. With the money she is entitled to from division and her monthly income, she should be able to purchase a new home for herself. I will therefore not make any orders regarding the transfer of ownership of the properties. I will leave it to the parties to determine how they will divide the assets in the ratio of 70:30 (in the Husband's favour), with liberty to apply if they cannot agree.

Maintenance for the Wife and the Children

28 I will now address the issue of spousal maintenance. The Wife is asking for a monthly maintenance of S\$100 for herself because she suffers from chronic rheumatoid arthritis as a result of the childbirths. She has to incur lifelong medical expenses as the condition cannot be cured and can only be managed by a healthy diet, exercise, health supplements, regular yoga classes and traditional Chinese medicine treatments. In the circumstances, I find it reasonable to grant the Wife this monthly maintenance to aid her with her medical expenses.

29 As for the maintenance for the children, the Wife's general position is for the Husband to pay S\$1,050 per month per child. The Husband says that parties ought to pay for the children's daily expenses when the children reside with them and all major expenses ought to be shared equally. I set out the expenses (excluding food and groceries) for each child as follows.

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Decision (S\$)
Expenses for C1				
1	School fees	25	6.50	16

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Decision (S\$)
2	Books, stationery, subscriptions	30	80	50
3	Clothes, haircut, shoes, uniform, toiletries	40	80	50
4	Transport	30	100	60
5	Medical	60	60	60
6	School pocket money	100	100	100
7	Enrichment and tuition classes	931	931	931
8	Entertainment, parties, festivities	150	150	150
9	Insurance	0	50	50
Total for C1				1,467
Expenses for C2				
1	School fees	13	6.50	10
2	Books, stationery, subscriptions	30	80	50
3	Clothes, haircut, shoes, uniform, toiletries	40	80	50
4	Transport	30	100	60
5	Medical	60	80 (for eyes)	80
6	School pocket money	60	60	60
7	Extra classes	700	700	700

S/N	Expense	Husband's case (S\$)	Wife's case (S\$)	Decision (S\$)
8	Entertainment, parties, festivities	100	100	100
9	Insurance	0	50	50
Total for C2				1,160
Expenses for C3				
1	School fees	13	6.50	10
2	Books, stationery, subscriptions	30	80	50
3	Clothes, haircut, shoes, uniform, toiletries	30	60	40
4	Transport	30	100	60
5	Medical	60	60	60
6	School pocket money	60	60	60
7	Extra classes	700	800	750
8	Music class	250	252	252
9	Entertainment, parties, festivities	100	80	80
10	Insurance	0	50	50
Total for C3				1,412

30 I have adjusted the quantum of the expenses so that the expenses are reasonable, taking into account the children's standard of living in the past. For school fees, the parties did not explain why there is a discrepancy in their respective valuations. Therefore, I adopt the average of each party's suggested

31 Each party is to pay its own costs.

Ong Yong Cheng, Desmond (DMO Law Corporation) for the
 plaintiff;
 Suchitra a/p K Ragupathy (Dentons Rodyk & Davidson LLP) for the
 defendant.