IN THE FAMILY DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 16

Divorce (Transferred) No 3804 of 2020

Between

VZJ

… *Plaintiff*

And

VZK

… *Defendant*

JUDGMENT

[Family Law — Custody — Mother and father of child residing in different countries]
[Family Law — Custody — Care and control]
[Family Law — Custody — Access]
[Family Law — Matrimonial assets — Division — Court drawing adverse inference for failure to make full and frank disclosure]
[Family Law — Maintenance — Child]

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VZJ
v
VZK

[2024] SGHCF 16

General Division of the High Court (Family Division) — Divorce (Transferred) No 3804 of 2020
Mavis Chionh Sze Chyi J
28 February 2024

8 March 2024 Judgment reserved.

Mavis Chionh Sze Chyi J:

Introduction

1 The parties in this case were married on [X] December 2012, and have a son (the "Child") who was born on [X] October 2013 and who is turning 11 years old this year. The plaintiff wife (the "Wife") is a banker, while the defendant husband (the "Husband") is a lawyer. The Wife and the Child are presently living in the Hong Kong, while the Husband is based in Singapore.

2 Interim judgment for divorce ("IJ") was granted in October 2021 after a contested divorce trial. The District Judge (the "DJ") found that the parties had lived separately and apart from each other since July 2016, when the Wife moved to Hong Kong with the Child (see *VZJ v VZK* [2022] SGFC 6 at [43]). The DJ found (at [47]) that the marriage had broken down irretrievably in that parties had lived separately and apart for at least four years preceding the filing

of the writ for divorce, pursuant to s 95(3)(e) of the Women's Charter 1964 (the "Charter"). The DJ's findings were upheld by Andre Maniam J on appeal in HCF/DCA 142/2021.

3 Three broad issues are raised for the court's determination in the present ancillary matters hearing: (a) custody, care and control of the Child (and access); (b) the division of matrimonial assets; and (c) maintenance for the Child. I will deal with each of these in turn, starting with the custody of the Child.

Custody, care and control

Custody

4 The parties agree that they should share joint custody of the Child. However, they disagree on two key issues. First, they disagree on the Child's country of residence: the Husband contends that the Wife should be ordered to return the Child to Singapore, whereas the Wife submits that the Child should remain in Hong Kong with her for now (although she concedes that the Child will have to return to Singapore at the very least when it is time for him to enlist for National Service).[1] Following from this first issue, if the court does not make an order for the Child's return to Singapore, parties also disagree on the educational system and environment which the Child should be placed in while in Hong Kong; and in this connection, the Wife has asked that the court grant her the sole right to make decisions in so far as the Child's education is concerned.[2]

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1 Plaintiff's written submissions dated 20 February 2024 ("PWS") at para 161; Defendant's written submissions dated 20 February 2024 ("DWS") at para 17.

2 PWS at para 151; DWS at para 9.

5 Before considering these issues in turn, it is worth pausing to review the general principles relating to custody. In the seminal case of *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 ("*CX*"), the Court of Appeal made it clear that custody concerns the authority to make important, long-term decisions concerning the upbringing and welfare of the child. An order for joint custody is the norm even where there is acrimony between the parties; this includes both past and prospective conflicts between the parties (see *CX* at [36]; *VJM v VJL and another appeal* [2021] 5 SLR 1233 ("*VJM*") at [5]; and *AZZ v BAA* [2016] SGHC 44 ("*AZZ*") at [70]).

6 In helping the parties to resolve such conflicts, it is not uncommon for courts to order or to advise the parties to go through counselling and mediation which will enable the parents to "gain better insights into [the child's] needs and to strengthen their parenting abilities" (see *CXR v CXQ* [2023] SGHCF 10 ("*CXR*") at [15]; see also *VJM* at [6] and [42]; and *BNS v BNT* [2017] 4 SLR 213 at [78]). This is in line with the endorsement of the therapeutic justice approach by the Court of Appeal, most recently in *WKM v WKN* [2024] SGCA 1 (at [41] and [88]). It flows from the courts' recognition that it is the parents themselves, and not the courts, who are best placed to make parenting decisions and who should therefore work to reduce conflict and to reach a collaborative compromise (see *CXR* at [11]; *VJM* at [5]; and *AZZ* at [36], citing *CX* at [28]).

On the issue of the Child's country of residence

7 The issue of where the child of the marriage should reside is generally treated as a custodial issue. In *VTU v VTV* [2022] 3 SLR 598 ("*VTU*", at [13]–[14]), for example, Choo Han Teck J held that an "order for joint custody means that in matters concerning the major aspects of a child's life such as where the child should be located, there must be consensus, failing which, a court order";

further, that in considering whether to make any order as to the child's place of residence and any possible relocation, the court would consider first and foremost the welfare of the child. In *UYK v UYJ* [2020] 5 SLR 772 ("*UYK*", at [25] and [72]), Debbie Ong J (as she then was) elaborated on the courts' reasoning process as follows:

> 25 … In deciding whether to allow relocation, the welfare of the child is the paramount consideration (see the Court of Appeal decision in *BNS v BNT* [2015] 3 SLR 973 ("*BNS*") at [3] and [19] and the High Court Family Division decision in *TAA v TAB* [2015] 2 SLR 879 ("*TAA*") at [7]). As observed in *BNS,* while the child's welfare is always the overriding consideration, relocation inevitably presents competing tensions between the interests of parents. If the court refuses the relocation application, the custodial parent is tied down to Singapore even if he or she no longer wishes to remain in Singapore, whereas if the court allows the relocation, the quantity and quality of contact that the child has with the left-behind parent may be drastically reduced (see *BNS* at [2]).
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> …
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> 72 Making a decision on whether to allow relocation requires the court to consider all relevant circumstances, and this involves a balancing exercise… [R]elocation necessarily presents competing interests, and involves a court intervening to make a personal decision that parents should, in the ordinary course of things, themselves make. As the parties have reached a deadlock, I have focused on the welfare of the child and balanced the interests of the parties to reach a decision to assist this family in moving forward.

8 In respect of the issue of the Child's place of residence in the present case, the Husband's starting point appears to be premised on the argument that the Wife is at fault in having failed to obtain a relocation order when she moved with the Child to Hong Kong.[3] This argument is misconceived. As the judgments in *VTU* and *UYK* make clear, a relocation order by the court is necessary only if the parties are unable to reach consensus on the issue. In the

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[3] DWS at para 16.

present case, the Husband does not – indeed, cannot – dispute that he did in fact consent to the Wife moving with the Child to Hong Kong in July 2016.[4] In this connection, the Husband's contention that his consent was given strictly for a one-year period is unsupported by the evidence. There is no evidence of his having taken steps to procure the Child's return to Singapore in the period of nearly eight years between the Child's relocation to Hong Kong in July 2016 and the hearing of these ancillary matters before me. Given the Husband's legal training, if the Child's continued stay in Hong Kong after the initial one year had in fact been against his wishes, he would surely have taken the necessary steps to procure the Child's return to Singapore. Further, while the Husband did state in an email to the Wife dated 15 August 2018 that he "[w]ould like [the Child] back *more*" [emphasis added] and expressed the hope in this email that the Child would "come back once more before Christmas even if it is for a short while",[5] there is no evidence of his having complained or protested consistently or even frequently over the years that the quantity and quality of his contact with the Child had been drastically reduced.

9 Even assuming for the sake of argument that the Husband did not consent to the Child's continued residence in Hong Kong after the initial one year, on the facts of the present case, I do not find it to be in the Child's interest for the court to order that he be separated from his mother and immediately returned to Singapore. As a matter of principle, the mere fact that a child may have been taken out of jurisdiction improperly is not *per se* a sufficient reason to order that the child be returned to that jurisdiction: the court will have regard to all the relevant circumstances of the case before determining whether it is in the interest of the child that he be returned to the original jurisdiction. The case

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4 DWS at para 14.

5 Defendant's Core Bundle dated 16 February 2024 ("DCB") at pp 129–130.

of *VTU* is illustrative of this point. In *VTU*, despite finding that the wife had acted in breach of prevailing custody orders by surreptitiously bringing the children out of Singapore, Choo J declined to order that the children be returned to Singapore because, *inter alia*, the children were cheerful and happy and had settled down well in another jurisdiction (at [13]).

10 In the present case, there is no dispute that the Child has been residing in Hong Kong with his mother for nearly eight years – that is, for the most part of his young life. There is also no dispute that since his birth, the Wife has been his primary caregiver. Given the young age of the Child and the need for stability, it would be highly disruptive and probably traumatic for him to be separated from the Wife and uprooted from his current residence in Hong Kong. In the circumstance, I find that it is in the best interests of the Child to continue residing in Hong Kong for now with the Wife. This is subject of course to the Child's obligations vis-à-vis enlistment for National Service (which, as I have said, the Wife acknowledges and accepts).[6] Further, pending enlistment for National Service, in the event the Wife wishes to move the Child out of Hong Kong (whether back to Singapore or to another jurisdiction), any decision to relocate the Child must be made by consensus between the parties; failing which, a court order may be necessary.

On the issue of the Child's education in Hong Kong

11 I next address the issue of the Child's education. The main quarrel between the parties concerns the choice of international school that the Child is to attend. The Wife's position is that the Child is struggling in his studies and is unhappy at [School A], where he currently studies. She wishes to enrol the Child

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6 PWS at para 161.

in [School B]. According to her, she had conveyed her desire to do so to the Husband, but the Husband had then surreptitiously written in to [School B] to thwart her efforts to enrol the Child.[7]

12 The Husband's position is that the Wife had unilaterally attempted to change the Child's school from [School A] to [School B], despite his having voiced his opposition to the idea. Further, he asserts that it is in the best interests of the Child to remain in [School A], because the environment and the syllabus taught in [School A] are largely Singapore-centric and follow Singapore's Ministry of Education system, whereas [School B] does not. This will in turn provide the Child with the capabilities to ensure a smooth reintegration back to Singapore in the future, whether as a student or when he returns to fulfil his National Service obligations.[8]

13 The right to make decisions about the type of education the child should undergo "concerns the more important and long-term aspects of a child's upbringing", and resides with the parent(s) with custody of the child (see *CX* at [33]). The right to decide on the particular school "may also reside with the custodian(s) depending on the importance of this decision to the child's education" (see *CX* at [33]). In the present case, I am of the view that the right to decide which school the Child should attend is of some not inconsiderable importance to his education: *inter alia*, the choice of school may have repercussions on the Child's ability to reintegrate into the Singapore educational system at a later date and his ability generally to reintegrate into Singapore society and culture. Given that parties are agreed that they should share joint custody, the right to decide matters relating to the Child's education – including

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7 PWS at paras 155–158.

8 DWS at paras 10–11.

the choice of the school he is to attend in Hong Kong – should reside with both parties. The Wife's proposal that she be given sole discretion to decide issues relating to the Child's education requires that the Husband be excluded from the decision-making process in respect of an important custodial matter with long-term implications for the Child's welfare. Such a proposal is inconsistent with the very idea of joint custody and would not be conducive to the welfare of the child. As Debbie Ong J (as she then was) observed in *VJM* (at [6]):

> To have the court decide now to exclude the Father from the child's life in significant matters, when the parents are still in high conflict and in litigation, does not place the child in the best position. The parents may use therapeutic or mediation support to assist them if necessary; the court's intervention, while available, should remain the last resort.

14 Bearing in mind the general principles that I have discussed above and having regard also to what I have observed of the acrimonious nature of the recent contested divorce proceedings, I am of the view that the parties should undergo counselling to assist them to de-escalate conflict, to resolve or at least reduce any acrimony which may be a holdover from the recent contested divorce proceedings, to better understand how they can co-parent effectively, and to resolve their differences over the Child's choice of school. In this regard, there are two points which I find significant.

15 First, both parties have reasonable explanations for the positions they have taken. The Wife has shown herself to be sensitive to the Child's emotional needs, and she is empathetic to the Child's immediate struggles in school. The Child's ability and willingness to perform well at school are undoubtedly important factors that contribute towards his welfare. On the other hand, it is also reasonable for the Husband to take a "big picture" perspective in considering longer-term factors such as the Child's National Service obligations and eventual reintegration into Singapore. I accept as well the Husband's

submission that changing schools does not guarantee an immediate improvement in the Child's academic performance, especially since the Child will have to adapt to a new environment and curriculum. Ultimately, to resolve the present dispute requires the court to decide in favour of one parenting style over another, bearing in mind *both* the short-term and long-term consequences of the decision. This is something which the court is simply not in the best position to do. I should also remind parties that other issues related to the Child's schooling may well arise in future, on which they may not see exactly eye to eye; and it will not be conducive to the Child's welfare to have either parent (or both) rushing to court to ask for a court order every time there are some differences of opinion.

16 Instead, I am of the view that there is good sense in directing the parties to go through counselling to better understand the Child's needs and their roles as parents, to reduce conflict, and to work through their differences. I stress that the parties should take the counselling sessions seriously, with the aim of becoming stronger parents capable of providing a stable environment for the Child. They should not treat these sessions as yet another contest of wills to be won at all costs. Rather, flowing from the order of joint custody, I remind the parties that they have a *legal responsibility* to attempt to resolve their differences so as to reach a compromise in the child's best interests.

17 Second, I note that the disagreement over the Child's school arose in September 2023, after the IJ for divorce had been granted in the contested divorce proceedings, and in the context of preparing for the present ancillary matters proceedings. It is possible (and likely) that the inability to reach a collaborative decision was a byproduct of the parties' stress and concerns over the present proceedings: that is, it is not indicative of any fundamental disability or disinclination of the parties to come to an agreement. Indeed, the fact that the

parties themselves have agreed to share joint custody is indicative of the parties' ability and willingness to put aside any bad blood caused by the present proceedings and to solve problems collectively. There is no reason why this should be any different in so far as the Child's education is concerned.

18 In light of the reasons set out above, I do not think the Wife should be granted sole discretion to make decisions about the Child's education (including the choice of schools). The Child is still young; and there are many decisions still to be made in the future about his education, which will shape the course of his life. In my view, it is not in the Child's interests to deprive him of his father's input on all education matters simply because the parties are presently unable to agree on the choice of school.

Summary

19 In sum, in so far as custody is concerned, there will be an order for joint custody as agreed by the parties. In addition, I make the following directions:

(a) pending enlistment for National Service, in the event the Wife wishes to move the Child out of Hong Kong (whether back to Singapore or to another jurisdiction), any decision to relocate the Child must be made by consensus between the parties; failing which, a court order may be necessary;

(b) the Wife shall not have sole discretion to make decisions about the Child's education;

(c) instead, parties are directed to attend counselling conducted by a Court Family Specialist of the Counselling and Psychological Services of the FJC, to address the issue of the choice of the Child's school.

Care and control

20 Given my decision that the Child is to remain with the Wife in Hong Kong for now and given that the Wife has been and continues to be his primary caregiver, I order that the Wife shall have sole care and control of the Child. For the avoidance of doubt, I reiterate that this is subject to the orders I have made directing that any decision to move the Child out of Hong Kong and any decision regarding the Child's choice of school are matters to be decided by consensus between the parties as they fall within the realm of custodial issues. Intervention by the court should be a last resort.

21 For completeness, I note that the Wife has also submitted that she should hold the Child's birth certificate and that she should be *solely* authorised to renew the Child's passport.[9] As the parent with sole care and control of the Child, it follows that the Wife should hold on to the Child's birth certificate and that she should be authorised to renew the Child's passport. However, I see no reason to preclude the Husband from *also* being authorised to renew the Child's passport. As such, while the Wife should hold the Child's birth certificate, I make no order for her to be *solely* authorised to renew his passport.

Access

22 I turn now to the question of access. I find that the parties' positions are not too far apart. In the circumstances, the Husband should be granted access to the Child, as follows:

(a) when the Husband travels to Hong Kong, subject to the Child's wishes and the Husband providing the Wife with at least 5 days' notice

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9 PWS at para 173.

of his intended travel to Hong Kong, overnight access on non-school nights and daily access after school;

(b) when the Child is in Singapore, subject to the Child's wishes, daily access and weekend overnight access;

(c) liberal telephone and video/audio remote access via electronic means. The Wife shall facilitate such access by taking positive steps for such facilitation including but not limited to giving the Child use of electronic device(s) on Tuesdays, Thursdays and Saturdays, at 8pm of whichever location the Child is in, for at least 10 minutes each, and/or at any other days, times and duration as agreed between the parties taking into consideration the Child's schedule;

(d) during the Child's school holidays, the Husband shall have access to the Child as follows:

(i) during the Child's shorter school holidays, namely, Chinese New Year, Easter Break, October Break and Christmas Break, the Husband shall have access during Easter Break and October Break in odd-numbered years, and Chinese New Year and Christmas Break in even-numbered years;

(ii) during the Child's summer school holidays, the Husband shall have access during the first half of the school holidays in odd-numbered years, and the second half of the school holidays in even-numbered years;

(iii) such access shall take precedence over the access in [22(a)] and [22(b)] above;

(iv) the Wife shall not plan activities for the Child that would frustrate the Husband's access to the Child during his access period, unless otherwise agreed between the parties in writing;

(v) the Husband shall be at liberty to travel overseas with the Child during his access period during the school holidays, whether to Singapore or any other destinations, subject to the Husband providing the Wife with a travel itinerary at least 14 days before departure. The Wife shall handover the Child's passport to the Husband at the start of the travel period, and the Husband shall return the Child's passport at the end of the travel period; and

(e) Any additional access is to be discussed and mutually agreed.

23 I further note that the Wife did not provide any proposal for access in so far as the Child's school holidays are concerned. In my view, the Husband's proposal is largely reasonable, and in the absence of any counter-proposal from the Wife, I have adopted the Husband's proposal with some slight variations.

Division of matrimonial assets

24 I next address the division of matrimonial assets. The parties did not dispute that the global assessment methodology applied. This is as set out in *NK v NL* [2007] 3 SLR(R) 743 at [31] and comprises four distinct steps, namely identification, valuation, division and apportionment of the matrimonial assets.

Identification and valuation of the matrimonial assets

25 Broadly speaking, the parties also agree that the operative date for determining the pool of matrimonial assets should be the date of the IJ, while

the operative date for valuing the matrimonial assets should be the date closest to the date of the ancillary matters hearing.[10]

The matrimonial home

26 There is one asset held in the parties' joint name, namely the matrimonial home. The parties agree that it has an estimated value of $4,333,590. After deducting the outstanding loan of $1,679,786.26 (as of 7 February 2024), the net value of the matrimonial home is $2,653,803.74.[11]

Assets held in the Husband's name

27 The undisputed assets held in the Husband's name are as follows:[12]

Description	**Amount (S$)**
Central Provident Fund ("CPF") Accounts	236,052.93
DBS Bank Ltd ("DBS") Savings Plus	9,327.39
Undisputed insurance policies	53,965.25
Undisputed securities	28,439.82
Motor vehicle	57,452.00

10 Joint Summary dated 20 February 2024 ("JS") at p 10.

11 DCB at pp 140–142; Plaintiff's Core Bundle dated 20 February 2024 ("PCB"), updated Annex A dated 28 February 2024.

12 JS at Section 3(b), S/Ns 3–7, 10–11, 14–16, 18–22.

28 The Husband also holds four other insurance policies, the values of which are contested by the Wife. Having perused the documents, I note that the net surrender values of these policies accord with the figures stated by the Husband. I therefore accept the Husband's valuations.[13] The Great Eastern Policy -4434 is valued at $20,036.59, while the three remaining Prudential policies (-5291, -5281, and -2514) have no net surrender value.

29 The Husband also holds two other bank accounts with HSBC Singapore ("HSBC"). Bank account balances should be valued at the date closest to the IJ because it is the moneys and not the bank accounts themselves which are the matrimonial assets (see *BUX v BUY* [2019] SGHCF 4 at [4]). I accept the Wife's valuation of $12,426.26 in relation to HSBC Account -496 because the values she has submitted are closest to the date of the IJ.[14]

30 As for HSBC Account -060, the Husband submits that there is no money in this account. While the Wife does not dispute that there is no money in HSBC Account -060, she submits that the Husband has more money that he has not disclosed to the court. In gist, the Wife claims that the Husband, as a director of his own law firm, ought to have more than $21,753.65 in his bank accounts, and that the Husband is hiding his net worth or channelling his expenses and earnings through his law firms, without declaring the same.[15] On this basis, the Wife submits that an adverse inference ought to be drawn against the Husband. She did not, however, provide an estimate of the amount that was not disclosed

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13 DCB at pp 61, 64 and 66.

14 PCB at p 49.

15 PWS at paras 14, 41 and 51.

by the Husband. Instead, she seeks an uplift of 15%–20% of the division of matrimonial assets in her favour.[16]

31 In *BPC v BPB and another appeal* [2019] 1 SLR 608 ("*BPC*") at [60], the Court of Appeal held that an adverse inference may be drawn where:

> (a) there is a substratum of evidence that establishes a *prima facie* case of concealment against the person against whom the inference is to be drawn; and
>
> (b) that person must have had some particular access to the information he is said to be hiding.

32 The Court of Appeal further observed in *UZN v UZM* [2021] 1 SLR 426 ("*UZN*") at [28] that there are generally two approaches the courts have used to give effect to an adverse inference, namely the quantification approach and the uplift approach. Regardless of the approach used, the drawing of the adverse inference should enable the court to better reflect the true extent of the matrimonial pool (*UZN* at [35]). In this connection, the court cautioned that there are some limitations to the uplift approach, namely that it may be difficult to recognise the extent to which the adjustment made reflects the true extent of the matrimonial pool (*UZN* at [39]).

33 In my view, there is more than a substratum of evidence that the Husband has more assets than what he has stated in the joint summary. This is evident from a perusal of the bank statements of the Husband's law firms that were filed after discovery and after interrogatories were served upon the Husband and his law practices.

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16 PWS at para 136.

34 First, from the balance sheet of the Husband's current law practice ([ABC LLC]), I observe that as of 31 December 2021, the Husband has a director's drawing account which contains a sum of $87,545.25. I also observe that [ABC LLC] owes $164,710.65 to the Husband.[17]

35 Second, from the balance sheet of the Husband's previous law practice ([DEF LLP]), I observe that as of 31 December 2020, the Husband holds net assets with [DEF LLP] worth $619,270.92.[18] While it is unclear whether the Husband continued to hold these sums as at the date of the IJ, this uncertainty is to be resolved in the Wife's favour, because the Husband has not complied with his duty of full and frank disclosure.

36 Given that it is possible to quantify the assets that the Husband has concealed, I find it appropriate to add the aggregate sum of $871,526.82 back to the pool of matrimonial assets. There is thus no need to use the "uplift" approach in the present case.

37 This brings the total assets held in the Husband's name to $1,289,227.06.

Assets held in the Wife's name

38 The undisputed assets held in the Wife's name are as follows:[19]

Description	**Amount (S$)**
Undisputed bank accounts	1,015,766.73

17 Affidavit of [Z] filed for HCF/DT 3804/2020 (FC/SUM 1390/2023) dated 9 June 2023 at pp 9–10.

18 Plaintiff's 2nd Affidavit of Assets and Means ("P AOM 2") at p 48.

19 JS at Section 3(c), S/Ns 23–26 and 31–36.

CPF accounts	71,966.04
Undisputed insurance policies	110,775.32

39 The Wife holds four other bank accounts which she contends should not be included in the pool of matrimonial assets. These accounts contain undisputed cash values as follows:[20]

Description	**Amount (S$)**
DBS Account -9566	2,445.60
POSB Bank Ltd ("POSB") Account -3429	17,679.25
Dah Sing Bank Account -6544	8,851.87
OCBC Bank Account -0001	13,126.48

40 DBS Account -9566 is held jointly by the Wife with her mother, while the remaining three bank accounts are held jointly by the Wife and the Child.[21] While I am prepared to accept that the moneys in DBS Account -9566 belong to the Wife's mother, I do not accept that the moneys in the remaining three bank accounts belong to the Child. This is because the Child is only 11 years old and could not have accumulated the sizeable sums of money on his own.

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20 JS at Section 3(c), S/Ns 27–30.

21 PWS at para 47.

These moneys would necessarily have originated from the Wife and/or the Husband and are therefore matrimonial assets.

41 In the circumstances, I assess the total value of the assets held by the Wife to amount to $1,238,165.69.

42 The total value of the matrimonial assets therefore stands at $5,181,196.49.

Just and equitable division of matrimonial assets

43 I turn now to consider the division of the matrimonial assets. The parties do not dispute that the structured approach set out in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") should apply in the present case. Briefly stated, the structured approach prescribes the following steps: (a) first, ascribe a ratio that represents each party's direct contributions relative to those of the other party, having regard to the amount of financial contribution each party has made towards the acquisition or improvement of the matrimonial assets; (b) second, ascribe a second ratio to represent each party's indirect contribution to the well-being of the family relative to that of the other throughout the marriage; and (c) third, using each party's respective direct and indirect percentage contributions, derive each party's average percentage contribution to the family that would form the basis to divide the matrimonial assets (*ANJ* at [22]). I thus approach the division of assets by applying the structured approach.

Direct contributions

44 Based on the documents submitted by the parties, I assess that the direct financial contributions to the matrimonial home are as follows:

Description	Husband (S$)	Wife (S$)
Option Fee[22]	54,500.00	0.00
CPF contributions[23]	305,850.00	148,614.57
Cash repayments to Husband's parents	218,488.88	148,000.00
Cash repayments of mortgage	425,100.00	120,900.00
Renovation costs[24]	11,272.45	11,272.45
Total	1,015,211.33	428,787.02
Ratio	70.3%	29.7%
Proportion of matrimonial home	1,865,771.95	788,031.79

45 I elaborate briefly on the cash repayments to the Husband's parents and to the discharge of the mortgage. First, the Husband's parents had made initial payments amounting to $366,488.88 which contributed towards the payment of

22 DCB at p 78, undisputed.

23 DCB at p 135; PCB at p 90.

24 Plaintiff's 1st Affidavit of Assets and Means ("P AOM 1") at p 130, divided equally between parties.

stamp duty, the deposit, and the completion moneys.[25] The Wife has repaid $100,000 by way of two cashier's orders.[26] She alleges that she has made further cash payments of $1,000 per month from July 2012 until she left Singapore in June 2016 (48 months).[27] At the hearing, counsel for the Husband conceded that the Wife had made further payment for 48 months. I therefore accept that the Wife has made a total repayment of $148,000. As for the Husband, he would have been responsible for the repayment of the balance of the loan. I therefore find that his direct financial contributions in this regard amount to $218,488.88.

46 As for the repayment of the mortgage, it is not disputed that the parties had taken out a housing loan amounting to $2,180,000.[28] It is also not disputed that the parties had initially contributed an additional $1,950 each as a top up towards the cash component of the mortgage payments.[29] The Wife also admits that she had ceased paying for her portion of the mortgage payments from August 2017.[30] Taking the completion date of July 2012 as the starting point, this would indicate that she has made 62 payments of $1,950 each, which would amount to $120,900.

47 As for the Husband, it is not disputed that he would have also contributed $1,950 per month from July 2012 to August 2017, amounting to $120,900. Regrettably, the documentary evidence regarding the repayments

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25 Defendant's 1st Affidavit of Assets and Means ("D AOM 1") at p 122; Defendant's 2nd Affidavit of Assets and Means ("D AOM 2") at pp 75 and 82; Plaintiff's 3rd Affidavit of Assets and Means ("P AOM 3") at para 13.

26 P AOM 1 at pp 117 and 119.

27 P AOM 3 at paras 14–15 and 18.

28 DWS at para 31.

29 DWS at para 40.

30 P AOM 1 at para 25.

made after August 2017 is incomplete and unclear. The Husband's case is that he had paid a further $62,400 from September 2017 to December 2018 (16 months), which represents both his and the Wife's portion of the mortgage repayments, amounting to $3,900 per month. He further claims that he had made cash payments of $6,667.38 per month for the years 2019 to 2023 (60 months), amounting to a total of $400,042.80.[31] On the other hand, the Wife submits that the Husband had only made payments of $1,950 per month from September 2017 to December 2019 (28 months), amounting to a total of $54,600. Based on the available documentary evidence from January 2020 to December 2022, she further submits that the Husband had paid a total of $145,462.95; this figure represents only the reduction in the principal amount and excludes payments attributable to accrued interest.[32]

48 A point of law which arises is whether the interest element of the mortgage repayment ought to be excluded when calculating the direct contributions of parties to the matrimonial home. The Wife submits that the interest paid from January 2020 to December 2022 should be excluded because the Husband was often late in his repayments, and as a result, was required to pay hefty interest rates charged by the mortgagee bank.[33]

49 In *Sim Kim Heng Andrew v Wee Siew Gee* [2014] 1 SLR 1276, the High Court considered the analogous question of whether the interest element of CPF moneys should be excluded when calculating the direct contributions of the parties to the matrimonial home. It was held (at [63]) that this was ultimately a matter of discretion for the trial judge which was highly dependent on the

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31 DWS at paras 41–43.

32 PWS at para 38; PCB at pp 91–96.

33 PWS at para 39.

circumstances of the case, and further, that the more crucial consideration is that the percentage contributions of both parties must be assessed on the same basis.

50 It also bears reiterating that the structured approach ought not to be applied in an overly rigid, mechanistic and overly arithmetical manner (see *UYQ v UYP* [2020] 1 SLR 551 ("*UYQ*") at [3]; *BPC* at [82]). Instead, applying the broad-brush approach, the focus of the court when determining the parties' direct contributions will be on the major details, based on "reasonable accounting rigour that eschews flooding the court with details that would obscure rather than illuminate" (*UYQ* at [4]).

51 Bearing this in mind, it is not appropriate to adopt the Wife's method of calculating the direct contributions of the Husband by only considering the reductions in the principal. Firstly, such an approach is inconsistent with the Wife's own calculations in so far as the payments from July 2012 to August 2017 are concerned. Clearly, the monthly repayments of $1,950 would go towards both the principal sum and the interest payable. Secondly, bearing in mind that the mortgage interest rates are not fixed over the course of the entire loan term, the Wife's approach would require the court to undertake a very tedious inquiry into the applicable interest rates at each juncture. Such an approach goes against the grain of the broad-brush approach.

52 However, I am also unable to accept the Husband's submission that he had made repayments amounting to $6,667.38 per month from the years 2019 to 2023. The bank statements submitted to the court show that the monthly repayments made by the Husband are erratic. For example, from January 2020 to March 2020, the Husband appears to have only made one payment of $7,000.00. However, in April 2020 he appears to have made several repayments totalling $20,000; in May 2020 he appears to have made a payment of

$17,364.58; no payment was made in June 2020; while a payment of $6,671.58 was made in July 2020.[34] I also agree with the Wife that the total amount repaid could have been lower had the Husband not been late in his mortgage repayments.

53 Instead, applying the broad-brush approach, I am prepared to accept that on average, the Husband would have had to pay for both his and the Wife's portion of the cash top up from September 2017 onwards, amounting to $3,900 per month. Thus, from September 2017 to February 2024 (78 months), the Husband would have had to contribute a further $304,200, which brings his total payments to $425,100.

54 Parties also accept that they are solely responsible for the direct contributions to the respective assets held in their sole names. I therefore assess the overall direct contributions to be as follows:

Description	**Husband (S$)**	**Wife (S$)**
Joint Assets	1,865,771.95	788,031.79
Sole Assets	1,289,227.06	1,238,165.69
Total	3,154,999.01	2,026,197.48
Ratio	60.9%	39.1%

[34] PCB at pp 91–92.

Indirect contributions

55 In so far as the indirect contributions are concerned, the Wife submits that the indirect contributions should be apportioned 80:20 in her favour.[35] The Husband submits that the indirect contributions are equal.[36]

56 When ascribing a ratio in respect of the indirect contributions of the parties, it is trite that the court is not indulging in a rigid and mechanistic calculation exercise (*UYQ* at [4]). Rather, applying the broad-brush approach, the court is to apportion the indirect contributions based on its impression and judgment from the relevant facts of each case (*ANJ* at [24]). Practically, this means that the court is not unduly focused on the minutiae of family life; instead, the court should direct its attention to broad factual indicators, such as the length of the marriage, the number of children, and which party was the children's primary caregiver (*USB v USA and another appeal* [2020] 2 SLR 588 at [43]).

57 It is useful to compare several cases where the indirect contributions were assessed to be unequal. First, in *WGE v WGF* [2023] SGHCF 26 ("*WGE*"), I ascribed the indirect contributions a ratio of 70:30 in the wife's favour. This was a case where the wife was a homemaker and the primary caregiver of the child and did so without the help of a domestic helper or family members. The husband in this case was often away from home travelling for work, and though the husband did spend some time with the child, I was of the view that this did not equate to his being an involved father.

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35 PWS at para 130.

36 DWS at para 60.

58 Another example is the case of *WRZ v WSA* [2023] SGHCF 51 ("*WRZ*"), which concerned a marriage of 14 years. The wife was holding a full-time job and earning a substantial income, and she was also the primary caregiver of the children and had borne the bulk of the family expenses. In contrast, the husband was always busy running his own businesses, went on long holidays spanning several months on his own, and had spent little time with the children. Indirect contributions were assessed at 75:25 in the wife's favour.

59 Another case that bears some similar features to the present one is that of *Twiss, Christopher James Hans v Twiss, Yvonne Prendergast* [2015] SGCA 52 ("*Twiss*"). This case involved a marriage of 20 years with two children to the marriage. The husband and wife's contributions were roughly equal in the first decade of marriage, but in the second decade, the wife contributed significantly more (both financially and non-financially) than the husband, who was absent from the family for substantial lengths of time and engaged in extra-marital affairs. Indirect contributions were assessed at 75:25 in the wife's favour.

60 The final example I will discuss is *VMO v VMP* [2020] SGHCF 23 ("*VMO*"). *VMO* involved a marriage of 16 years, where parties had lived separately for six of those years. However, the husband maintained a significant physical presence in the child's life even after separation. Throughout the course of the marriage, the parties had moved multiple times, with the husband remaining with his employer, while the wife had to seek different jobs. After giving birth, the wife chose to give up her work and was the primary caregiver of the child. Indirect contributions were assessed at 60:40 in the wife's favour.

61 Coming back to the present case, I find that this was a relatively short marriage of nine years. Bearing in mind the DJ's finding that the parties had lived separately and apart from July 2016, the parties had essentially only lived

together for about three and a half years. For the most part of the marriage, both parties were in full-time employment. I am of the view that during the formative years of the marriage, both parties would have made indirect financial contributions in roughly equal proportions, such as for the renovations of the matrimonial home and for the daily expenses of the family.

62 However, it is undeniable that the Wife has been the Child's primary caregiver since the Child was born. It is also not disputed by the Husband that it was the Wife's mother who took care of the Wife after the Wife had given birth. Moreover, ever since the Wife moved to Hong Kong with the Child, the Husband has not been paying for the Child's daily expenses (see [78] below).

63 On the totality of the evidence before me, I do not consider the Husband to have been very much involved as a father. I do accept, nevertheless, that some credit should be given to him for having made some efforts to connect with the Child emotionally, for example by playing video games with the Child and incurring additional expenses in travelling to Hong Kong to visit the Child. Furthermore, the Husband's behaviour is in my view not quite as lacking as the behaviour of the husbands in cases such as *WRZ* and *Twiss*. I also highlight that unlike in *WGE*, it cannot be said that the Wife in this case has sacrificed her career to care for the Child, as the Wife is a successful banker earning a substantial salary in Hong Kong.

64 Bearing in mind all the factors outlined above, I am of the view that on a just and equitable assessment of the indirect contributions, a ratio of 70:30 should be ascribed in the Wife's favour.

Average ratio

65 Parties do not dispute that equal weightage should apply to both the direct and indirect contributions. Thus, the average ratio (rounded to the nearest whole number) is 55:45 in the Wife's favour.

66 The final distribution is tabulated as follows:

Description	**Husband's share**	**Wife's share**
Average ratio	45%	55%
Final Distribution	$2,331,538.42	$2,849,658.07

67 In terms of apportionment, I start by ordering that the parties are to keep the assets held in their own names. The Husband wishes to have the first option to purchase the Wife's share of the matrimonial home, and the Wife has not raised any objections to this.[37] In the circumstances, the Husband shall be given first right to purchase the Wife's share of the matrimonial home for $1,611,492.38. If he does not exercise this right within 1 calendar month from today, then the matrimonial home is to be sold on the open market, and $1,611,492.38 from the sales proceeds shall be transferred to the Wife with the balance transferred to the Husband.

Maintenance for the Child

68 Finally, I address the issue of maintenance for the Child. The Wife submits that the Child's monthly expenses, which includes the Child's portion of the monthly household expenses, amount to $10,891.40. She is requesting

[37] DWS at para 64.

that the Husband contribute half of the expenses, which amounts to $5,445.70.[38] Further, she contends that the Husband has not made any contributions to the Child ever since the Wife moved to Hong Kong in July 2016, and asks the court to order the Husband to pay the Wife a lump sum of $495,558.70, being backdated maintenance for the Child from July 2016 to February 2024 (91 months).[39]

69 The Husband submits that several expenses such as accommodation and school fees are covered by the Wife's employment.[40] Furthermore, he claims that there was an agreement between the parties for the Wife to bear the monthly expenses of the Child in Hong Kong, as it was the Wife who wanted to pursue her career in Hong Kong, while the Husband would be responsible for the outgoing expenses of the matrimonial home, bearing in mind the additional expenses the Husband would incur in travelling to Hong Kong to be with the family.[41] The Husband did not provide his own estimates of the reasonable monthly expenses incurred by the Child, but he submits that he is prepared to provide reasonable maintenance for the Child based on the cost of living and studying in a local school in Singapore.[42] At the hearing before me, counsel for the Husband also raised objections to several categories of personal expenses that the Wife claims to have incurred for the Child. Finally, the Husband also submits that the maintenance for the Child ought to be apportioned according to the parties' respective incomes.[43]

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38 PWS at paras 138–141.

39 PWS at paras 144–150 and 174(vi).

40 DWS at para 22.

41 DWS at para 23.

42 DWS at para 26.

43 DWS at para 28.

Quantum of maintenance

70 It is trite that maintenance is ordered to meet the reasonable needs of the child, having regard to all the relevant circumstances of the case. While receipts are useful as an indication of the child's accustomed standard of living, they are not necessarily conclusive of what the child's reasonable expenses are. The upshot of this is that parties must show how their projected expenditure for the child's expenses is *reasonable* having regard to all the relevant circumstances, including the child's standard of living and the parents' financial means and resources, bearing in mind the change in circumstances occasioned by the divorce: see s 69(4) of the Charter and *WBU v WBT* [2023] SGHCF 3 ("*WBU*") at [9].

71 The reality, however, is that the parties will often ask the court to order maintenance to be paid in respect of luxuries that the other party does not agree to incur. Whether such luxuries are in the best interests of the child is a matter of parenting views, and the court is not the correct forum to endorse one parenting view over another. In such circumstances, careful consideration must be given when declaring expenses as reasonable, especially when such a declaration would essentially coerce one parent into accepting the other's parenting approach (see *WLE v WLF* [2023] SGHCF 14 at [29]).

72 Bearing this in mind, I am of the view that the monthly expenses for the Child ought to be adjusted as follows:

Description	**Wife's position (S$)**	**Court's decision (S$)**
School Fees	2,046.97	2,046.97

School Uniform	25.24	25.24
School Textbooks	45.45	45.45
Pocket Money	150.00	50.00
Books / Stationery / Toys / Apps / Music	30.30	30.30
Tuition/Extra-Curriculars	2,673.51	*Disallowed; not a reasonable maintenance expense*
Field Trips	6.06	6.06
Toiletries	20.00	20.00
Clothes	45.45	45.45
Shoes	15.15	15.15
Haircut	45.45	45.45
Birthday Gifts	212.12	*Disallowed; not a reasonable maintenance expense*

Recreation & Entertainment	29.17	29.17
Eating out with family / friends	363.64	*Disallowed; not a reasonable maintenance expense*
Holidays / Travels	878.79	*Disallowed; not a reasonable maintenance expense*
Insurance	49.25	49.25
Miscellaneous	121.21	*Disallowed; not a reasonable maintenance expense*
Food Expenses (for school)	395.45	395.45
School Bus	242.42	242.42
Total	**7,395.63**	**3,046.36**

73 The parties are to bear their own expenses when spending on luxuries that go beyond the Child's reasonable expenses. These include birthday gifts,

eating out with family and friends, holidays and travels, and the holiday camps and extra-curriculars included under "miscellaneous" items. As the Child is also attending an international school, I am further of the view that such tuition classes and extra-curriculars amount to luxuries that the law should not compel the Husband to pay.

74 On top of the Child's personal expenses, the Wife also estimates that the monthly household expenses per person amounts to $3,495.76.[44] I do not accept this. A close perusal of the Wife's estimates reveal that this figure includes items such as "Parent Allowance", "Holidays/Travel" and "Pet", all of which are clearly not reasonable maintenance expenses for the Child. I further note that the Wife's rent is covered by her employer, and therefore should not be included in the household expenses. I will instead include a sum of $350.00 which should be more than sufficient to cover the Child's portion of the groceries, utilities, and other miscellaneous outgoings. Thus, I assess the Child's reasonable expenses to amount on average to about $3,400 (rounded up) a month.

Apportionment of maintenance

75 In terms of the apportionment of maintenance, I first highlight that both parents have an equal duty to maintain or contribute to the maintenance of the Child (see s 68 of the Charter). Nevertheless, while both parents are equally responsible for providing for their children, their precise obligations may differ depending on their means and capacities (see *WBU* at [35] citing *TIT v TIU* [2016] 3 SLR 1137).

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44 PWS at para 139.

76 On the present facts, both parents are obviously capable of contributing to the maintenance of the Child. I note that while the Wife is apparently drawing a higher salary than the Husband, this is clearly not conclusive of the matter as the Husband appears to have other sources of funds that he has failed to disclose to the court. In any case, equal apportionment will not result in undue hardship to one party at the expense of the other. As a result, I find that the Husband should pay a monthly sum of $1,700 being maintenance for the Child.

Backdated maintenance

77 I turn to consider the issue of backdated maintenance. The court has a discretion to order maintenance to commence from whichever date the court considers fair (see s 127(1) of the Charter and *AMW v AMZ* [2011] 3 SLR 955 ("*AMW*") at [13]).

78 In my view, the present case is one where it is appropriate to backdate the maintenance orders. It is undisputed that the Husband has not been contributing to the Child's maintenance ever since the Wife and the Child left for Hong Kong in June 2016. The Husband's case is solely premised on the fact that there was an agreement between the parties that he would not have to contribute to the maintenance of the Child if he paid for all the outgoing expenses for the matrimonial home.

79 However, I find no evidence to support the Husband's allegation that such an agreement exists. It is not true that the Husband paid for all the outgoing expenses for the matrimonial home, as I have found (at [46]) that the Wife continued paying for the mortgage repayments up until August 2017. Moreover, based on the evidence before me, I find that the Wife had first raised the issue

of maintenance for the Child from as early as June 2017, and had raised it again in March 2022.[45]

80 That said, I also considered the numerous trips that the Husband had taken to Hong Kong on his own expense, and I accept that the Husband would have paid for some of the Child's expenses during his visitations. I am also mindful that I have already considered the Husband's failure to pay maintenance for the Child when assessing his indirect contributions (at [62]). It would be double counting to allow the full backdated claim for maintenance and yet allow the Wife to be attributed the lion's share of the indirect contributions. In the circumstances, I find it just and equitable to backdate the maintenance orders to September 2020 (42 months), being the date that the Wife first filed the writ for divorce. Thus, the Husband is ordered to pay $71,400 as arrears for backdated maintenance.

Conclusion

81 For the reasons given above, the following orders are made:

(a) The parties are to have joint custody of the Child. In addition, I make the following directions:

(i) pending enlistment for National Service, in the event the Wife wishes to move the Child out of Hong Kong (whether back to Singapore or to another jurisdiction), any decision to relocate the Child must be made by consensus between the parties; failing which, a court order may be necessary;

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45 PCB at pp 116–117.

(ii) the Wife shall not have sole discretion to make decisions about the Child's education;

(iii) instead, parties are directed to attend counselling conducted by a Court Family Specialist of the Counselling and Psychological Services of the FJC, to address the issue of the choice of the Child's school.

(b) The Wife shall have sole care and control of the Child, with access granted to the Husband on terms as stipulated in [22] above;

(c) Parties are to keep the assets held in their own names. The Husband shall be given first right to purchase the Wife's share of the matrimonial home for $1,611,492.38. If the right is not exercised within 1 calendar month, then the matrimonial home is to be sold on the open market, and $1,611,492.38 from the sales proceeds shall be transferred to the Wife with the balance transferred to the Husband;

(d) The Husband shall pay to the Wife a sum of $1,700 a month being reasonable maintenance for the Child;

(e) The Husband shall pay a lump sum of $71,400 being backdated maintenance for the Child from September 2020 to February 2024;

(f) By consent, there shall be no maintenance for the Wife; and

(g) Liberty to apply.

82 Given the nature of these proceedings and given too that each party has succeeded on some but not all of the issues he or she canvassed, I consider it

fair that each party should bear his or her own costs of these proceedings; and I so order accordingly.

Mavis Chionh Sze Chyi
Judge of the High Court

Aye Cheng Shone and Natasha Choo Sen Yew (M/s A C Shone & Co) for the plaintiff;
Yap Teong Liang (T L Yap Law Chambers LLC) for the defendant.