

- (1) This judgment DOES/~~DOES NOT~~ need redaction.
- (2) Redaction HAS/~~HAS NOT~~ been done.

Edmund Chew
District Judge
6 October 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 107

Divorce No. 6185 of 2023
HCF/DCA 78 of 2025

Between

XSP

... Plaintiff

And

XSQ

... Defendant

GROUND OF DECISION

[Family Law] — [Divorce]
[Family Law] — [Grounds for divorce] — [Behaviour]

TABLE OF CONTENTS

INTRODUCTION.....	1
THE EVIDENCE.....	2
THE WIFE’S CASE	4
THE HUSBAND’S CASE	8
ISSUE TO BE DETERMINED AND THE APPLICABLE LAW.....	10
DECISION AND FINDINGS	13
THE HUSBAND’S ALLEGED CONTROL OF THE WIFE’S FINANCES	13
THE HUSBAND’S ALLEGED INCREASING EXCLUSION OF THE WIFE FROM THE FAMILY BUSINESS.....	19
THE HUSBAND’S ALLEGED DISREGARD AND DISRESPECT FOR THE WIFE IN HIS CONDUCT TOWARDS HER	22
CONCLUSION	28

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

**XSP
v
XSQ**

[2025] SGFC 107

Family Court — Divorce No 6185 of 2023

District Judge Edmund Chew

6, 26 August 2024, 17 September 2024, 9, 10 October 2024, 24 March 2025

6 October 2025

District Judge Edmund Chew:

Introduction

1 The Plaintiff Wife and the Defendant Husband were married on 3 September 1992 in Hong Kong. The Wife is a Singaporean while the Husband is a Singapore Permanent Resident. There are 4 children to the marriage: Amanda, Benny, Caleb, and Damien.¹ Only the youngest son is still a minor at the time of these divorce proceedings.

2 Prior to the marriage, parties lived and worked in Hong Kong.² After the parties solemnised their marriage, they continued to live in Hong Kong.

¹ In this judgment, all the children's names are pseudonyms.

² Para 2 of the Statement of Particulars (**SOP**) and para 2.3 of the Defence.

Sometime in December 2001, the parties relocated to Singapore.³ Parties subsequently started a family business dealing with property development and investments. There were various companies incorporated resulting from this family business, and the key point to note was that the companies used the acronym “ABC”, after the children’s names. This was before the 4th child was born in March 2009.

3 Arising from various unhappiness, the Wife commenced divorce proceedings on 20 December 2023, claiming that the marriage has broken down irretrievably, relying on s. 95(3)(b) of the Women’s Charter 1961 (2020 Rev Ed) (“**Women’s Charter**”),⁴ viz., the fact that the Husband has behaved in such a way that she cannot reasonably be expected to live with the Husband.

4 I heard parties over the course of 6 days and dismissed the Wife’s claim for divorce on 24 March 2025. The Wife thereafter sought an extension of time to file a Notice of Appeal against my decision and was granted permission on 10 July 2025 by the Family Division of the High Court. The Wife then filed her Notice of Appeal on 11 July 2025 against the whole of my decision given on 24 March 2025. I now provide the grounds of my decision.

The Evidence

5 A total of 5 affidavits were filed and 3 witnesses were called, in addition to both parties. The Wife called one AKC, a freelance art and graphic designer who worked with the Wife on certain projects in the family business. The

³ Para 3.f of the SOP and para 2.5.1 of the Defence.

⁴ This version referred to is that in force as of 20 December 2023. This was before the Women’s Charter (Amendment) Act 2022 (Act 3 of 2022) came into force on 1 July 2024, wherein the facts to prove the irretrievable breakdown of a marriage were moved to a new s. 95A.

Husband called one HIN, who was a previous employee (being an accountant) of the family business, and one CNH, an architect who worked with the Husband on certain projects in the family business.

6 The following affidavits were filed:

- (a) The Wife's Affidavit of Evidence-In-Chief filed on 5 July 2024 ("**P1**");
- (b) AKC's Affidavit of Evidence-In-Chief filed on 5 July 2024 ("**P2**");
- (c) The Husband's Affidavit of Evidence-In-Chief filed on 6 July 2024 ("**D1**");
- (d) HIN's Affidavit of Evidence-In-Chief filed on 5 July 2024 ("**D2**"); and
- (e) CNH's Affidavit of Evidence-In-Chief filed on 5 July 2024 ("**D3**").

7 For completeness, I would also add that the parties filed their respective Opening Statements prior to the start of the trial and Written Submissions following the conclusion of the trial:

- (a) The Wife's Opening Statement filed on 31 July 2024 ("**Wife's Opening Statement**");
- (b) The Husband's Opening Statement filed on 31 July 2024 ("**Husband's Opening Statement**");

- (c) The Wife's Closing Submissions filed on 7 January 2025 (**"Wife's Submissions"**); and
- (d) The Husband's Closing Submissions filed on 7 January 2025 (**"Husband's Submissions"**).

The Wife's Case

8 The particulars detailed in the Statement of Particulars (**"SOP"**) were rather lengthy and detailed, recounting matters as far back as shortly after the birth of their first child, Amanda, in March 1993.⁵ As there were many incidents and matters canvassed in the pleadings, the Wife's P1 was therefore naturally rather lengthy as well.⁶

9 Nonetheless, the Wife's Case can be summarised into 3 broad categories:⁷

- (a) The Husband's control of the Wife's finances;
- (b) The Husband's increasing exclusion of the Wife from the family business; and
- (c) The Husband's disregard and disrespect for the Wife in his conduct towards her.

10 In relation to the Husband's control of the Wife's finances, the Wife stated that:

⁵ The particulars were detailed in paras 3.a to 3.w of the SOP.

⁶ This stood at 1,475 pages.

⁷ Para 18 of the Wife's Opening Statement and para 27 of the Wife's Submissions.

- (a) He limited her access to funds and judged her spending such that she was unable to spend as she wished, even though it would have been within the family means.⁸
- (b) He monitored and questioned her credit card spending.⁹
- (c) He refused to provide loans to her parents despite the family's wealth.¹⁰
- (d) She was restricted in her ability to make purchases according to her own preferences and timing. Even for gifts, he would pick items based on his own preferences and budget, rather than considering what she wanted.¹¹

11 In relation to the Husband's increasing exclusion of the Wife from the family business, the Wife stated that:

- (a) He minimised her role in the family business, where her inputs were either ignored or not sought at all.¹²
- (b) He was selective in sharing business operation details and only looked towards her when there were problems.¹³

⁸ Para 32 of the Wife's Submissions.

⁹ Para 33 of the Wife's Submissions, para 3.e of the SOP, and paras 40-41 of P1.

¹⁰ Para 34 of the Wife's Submissions, para 3.l of the SOP, and paras 74-78 of P1.

¹¹ Para 35 of the Wife's Submissions.

¹² Para 36 of the Wife's Submissions.

¹³ Para 36.a of the Wife's Submissions, para 3.f of the SOP, and paras 42-62 of P1.

(c) He sold a property in Hong Kong without informing her,¹⁴ and made certain bids for tenders without informing her.¹⁵

(d) He gave instructions with respect to salary and dividends supposedly paid to her without her knowledge.¹⁶

12 In relation to the Husband's disregard and disrespect for her in his conduct towards her, the Wife stated that:

(a) He did not extend his hand to help her out of a pothole during her maternal grandmother's funeral and instead shouted at her.¹⁷

(b) He did not treat her as a business partner and kept her in the dark about finances.¹⁸

(c) He commented on her choice of friends and was unhappy with guests staying over at their matrimonial property.¹⁹

¹⁴ Para 36.b of the Wife's Submissions, para 3.r of the SOP, and paras 88-91 of P1. While the reference was to the plural noun "Hong Kong *properties*" in the Wife's Submissions, the reference in the SOP was to a singular Hong Kong *property* at Whampoa Garden, Site 2 while para 89 of P1 merely reiterated the details in the Statement of Particulars. Para 89 then goes on to reference a Singapore property in Lewis Road and explains that the Husband spent "matrimonial funds" without consulting her, and not funds from the family business. However, in my view, nothing turns on this distinction. I take the Wife to mean that the Husband has been excluding her from financial decisions whether in the business or in the marriage, which was apparent to be her case from the other evidence tendered.

¹⁵ Paras 36.c and 36.d of the Wife's Submissions, paras 3.s and 3.t of the SOP, and paras 88-91 of P1.

¹⁶ Para 36.e of the Wife's Submissions.

¹⁷ Para 38.a of the Wife's Submissions, para 3.k of the SOP, and paras 72-73 of P1.

¹⁸ Para 38.c of the Wife's Submissions, para 3.g of the SOP, and paras 63-64 of P1.

¹⁹ Para 38.f of the Wife's Submissions, para 3.p of the SOP, and paras 84-85 of P1.

(d) He commented, in the children's presence, that she should grow the \$1 million he gave her previously to \$2 million or \$3 million, and if she achieved that, he would give her more money.²⁰

(e) In relation to a certain café business (the importance of which will be apparent in my analysis and findings below):

(i) He demeaned and blamed her for the losses incurred by the café business.²¹

(ii) He made decisions which directly affected her without consulting her, such as closing down the café.²²

13 As a result of the above, the cumulative effect of the Wife's experiences has reached a tipping point.²³ She has endured a prolonged period of emotional distress, characterised by oppression and the lack of respect from the Husband.²⁴ She contends therefore that the Husband's conduct has been unreasonable and has made it impossible for her to continue living with him,²⁵ and the Court should grant a divorce based on her claim.

²⁰ Para 38.g of the Wife's Submissions, para 3.u of the SOP, and paras 92-95 of P1.

²¹ Para 38.b of the Wife's Submissions, para 3.m of the SOP, and paras 79-83 of P1.

²² Paras 38.d and 38.e of the Wife's Submissions, paras 3.j, 3.n and 3.o of the SOP, and paras 70-71 and 79-83 of P1.

²³ Para 42 of the Wife's Submissions.

²⁴ Para 44 of the Wife's Submissions.

²⁵ Para 47 of the Wife's Submissions.

The Husband's Case

14 In response to the Wife's very detailed particulars in the SOP, the Husband similarly provided a detailed Defence to each and every paragraph alleged by the Wife. The Husband's D1 was therefore also similarly lengthy.²⁶

15 Nonetheless, the Husband's Case can also be stated quite simply:

(a) He denies that he has behaved in any way that is unreasonable.²⁷

(b) He has not behaved in any way that the Wife cannot reasonably be expected to live with him.²⁸

(c) Even if the Court finds that the Husband had behaved towards the Wife in such a way that she could not reasonably be expected to live with him, the allegations set out in the SOP should be disregarded as they may be "time-barred" pursuant to s. 95(6) of the Women's Charter as parties continued to live with each other for more than 6 months after the various alleged incidents.²⁹

(d) Even if the Court finds that there is an irretrievable breakdown of the marriage, the Court may not grant the divorce as it is not just and reasonable to do so.³⁰

²⁶ This stood at 1,944 pages.

²⁷ Para 7 of the Husband's Opening Statement.

²⁸ Para 2.1 of the Defence.

²⁹ Para 2.28 of the Defence. While the Husband has pleaded "time-bar", there is in fact no concept of "time-bar" in the sense of the Limitation Act. Instead, what s. 95(6) states is that "the fact is to be regarded in determining for the purposes of subsection 3(b) whether the plaintiff cannot reasonably be expected to live with the defendant".

³⁰ Para 173-181 of the Husband's Submissions.

16 In particular, the Husband stated that:

- (a) The parties had a clear mutual understanding on their roles in the marriage when they were living in Hong Kong, viz., that the Husband concentrated on work while the Wife took care of the household.³¹
- (b) He did not control the Wife's finances throughout the marriage.³²
- (c) He did not demean her or her friends.³³
- (d) He made decisions for the family business without consulting her as she only had a nominal role in the business.³⁴
- (e) He was not unappreciative of her efforts.³⁵
- (f) He did not want to continue funding the café business because it was making a loss.³⁶
- (g) She did not tell him about her alleged unhappiness with the various incidents and he was therefore not accorded any chance of explanation.³⁷

17 As such, the Wife's claim is unmeritorious. There has not been an irretrievable breakdown of the marriage and the claim should be dismissed.

³¹ Paras 45-50 of the Husband's Submissions.

³² Paras 51-69 of the Husband's Submissions.

³³ Para 78 (including sub-paragraphs 78.1-78.3) of the Husband's Submissions.

³⁴ Paras 79-100 of the Husband's Submissions.

³⁵ Paras 101-108 of the Husband's Submissions.

³⁶ Paras 109-141 of the Husband's Submissions.

³⁷ Paras 148-153 of the Husband's Submissions.

Issue to be Determined and the Applicable Law

18 The sole issue to be determined is whether the Wife has proven, on a balance of probabilities, that the Husband has acted in such a way that the Wife cannot reasonably be expected to live with him.

19 The starting point in all divorce proceedings is for the Court to determine whether the marriage has broken down irretrievably. That is the sole ground for divorce. To prove this ground of the irretrievable breakdown of a marriage, parties can rely on one of 5 facts.³⁸ This is clear from the statutory language of s. 95 of the Women's Charter³⁹:

Irretrievable breakdown of marriage to be sole ground for divorce

95.—(1) Either party to a marriage may file a writ for divorce on the ground that the marriage has irretrievably broken down.

(2) The court hearing such proceedings shall, so far as it reasonably can, inquire into the facts alleged as causing or leading to the breakdown of the marriage and, if satisfied that the circumstances make it just and reasonable to do so, grant a judgment for its dissolution.

(3) The court hearing any proceedings for divorce shall not hold the marriage to have broken down irretrievably unless the plaintiff satisfies the court of one or more of the following facts:

(a) that the defendant has committed adultery and the plaintiff finds it intolerable to live with the defendant;

(b) that the defendant has behaved in such a way that the plaintiff cannot reasonably be expected to live with the defendant.

³⁸ It bears repeating that the divorce proceedings were commenced before the sixth fact of Divorce by Mutual Agreement came into force in July 2024.

³⁹ Again, the reference is to the version of the Women's Charter as in force at the time the divorce proceedings were commenced.

(c) that the defendant has deserted the plaintiff for a continuous period of at least 2 years immediately preceding the filing of the writ.

(d) that the parties to the marriage have lived apart for a continuous period of at least 3 years immediately preceding the filing of the writ and the defendant consents to a judgment being granted.

(e) that the parties to the marriage have lived apart for a continuous period of at least 4 years immediately preceding the filing of the writ.

20 In this case, the Wife has relied solely on the fact in s. 95(3)(b). This fact is commonly referred to as “unreasonable behaviour”. While this is a practical and useful shorthand term, it bears repeating that the unreasonableness analysis is not of the defendant’s behaviour, but the expectation that the plaintiff continues to live with the defendant. In other words, the Wife must prove that the Husband has behaved in such a way that it is unreasonable to expect her to live with him. The Wife bears the burden of proof, and the standard of proof is one on a balance of probabilities.

21 It is trite law that the test for “unreasonable behaviour” comprises a subjective component and an objective component. The test is summarised in *VTP v VTO* [2021] SGHCF 36 as follows:⁴⁰

The first step is to assess whether the wife found it intolerable to live with the husband. This is subjective. Next, the court should consider whether the wife can reasonably be expected to live with the husband. That is an objective test, but the court may take into account the personalities of the parties in assessing the impact of the behaviour on the other spouse. The husband’s behaviour not only towards the wife, but also in relation to the marriage, is relevant in this inquiry: *Castello Ana Paula Costa Fusillier v Lobo Carlos Manuel Rosado* [2003] 4 SLR(R) 331 at [21].

⁴⁰

At [7].

22 In *Wong Siew Boey v Lee Boon Fatt* [1994] 1 SLR(R) 323 (“*Wong Siew Boey*”), the Court stated thus⁴¹:

Whether the respondent’s behaviour has been such that the petitioner can no longer reasonably be expected to live with him is essentially a finding of fact and the courts have avoided categorising conduct as guilty or blameless in the abstract. ***The question whether the petitioner finds it intolerable to live with the respondent must be answered subjectively: whether his attitude is reasonable is irrelevant. In dealing with behaviour, the question is whether the petitioner can reasonably be expected to live with the respondent and it is for the court, and not the petitioner, to answer it. The test becomes objective but it is not the same as asking whether a hypothetical reasonable spouse in the petitioner’s position would continue to live with the respondent. The court must have regard to the personalities of individuals before it,*** however far these may be removed from some theoretical norm, and it must assess the impact of the respondent’s conduct and the particular petitioner in the light of the whole history of the marriage and their relationship.

[emphasis added]

23 Further, the Court may take into account the cumulative effect of the behaviour, and such behaviour includes active or passive conduct: *Wong Siew Boey* at [13].

24 However, where parties have continued to live together for more than 6 months after the incident relied on by the plaintiff to prove her claim under s. 95(3)(b), that fact is to be *disregarded for the purposes of determining whether the plaintiff cannot reasonably be expected to live with the defendant*. This is clear from the statutory language of s. 95(6):

⁴¹ At [8].

Where the plaintiff alleges that the defendant has behaved in such a way that the plaintiff cannot reasonably be expected to live with the defendant, but the parties to the marriage have lived with each other for a period or periods after the date of the occurrence of the final incident relied on by the plaintiff and held by the court to support the plaintiff's allegation, that fact is to be disregarded in determining for the purposes of subsection (3)(b) whether the plaintiff cannot reasonably be expected to live with the defendant if the length of that period or of those periods together was 6 months or less.

25 Therefore, I bore in mind the above principles as I evaluated the parties' evidence before me.

Decision and Findings

The Husband's alleged control of the Wife's finances

26 I first turn to the first broad category of the Husband's control of the Wife's finances.

27 I found that from the time parties were staying in Hong Kong, the parties indeed had a mutual understanding of their respective roles in the marriage. The Husband was the sole breadwinner responsible for bringing in the necessary income to support the parties' and household expenses, while the Wife was the full-time homemaker responsible for taking care of matters at home and the children, even if this was with the help of helpers. The Wife had conceded this under cross-examination.⁴² She re-affirmed this under re-examination.⁴³ Even though the Wife had pleaded in her SOP that the Husband "did not have to lift a finger to help in the household and family matters" and "was busy with his

⁴² Notes of Evidence (NE) Day 1, page 7 lines 3-31.

⁴³ NE Day 3, page 3 lines 6-25.

work”,⁴⁴ this did not appear to me to be an instance of behaviour that made it unreasonable to expect her to continue living with the Husband. This was the arrangement parties had and the Wife conceded under cross-examination that she “[did] not expect him” to help in these matters and was also “not blaming him”.⁴⁵ She does not deny that the Husband has been a good father and also shares a strong relationship with all 4 children.⁴⁶ While she explains that what she meant was that the Husband did not lift a finger in terms of “physical work”,⁴⁷ she was “not unhappy for him not doing anything”⁴⁸ and it was enough for her as the Husband did care for the children in his own ways. Even after parties moved to Singapore, I found that this arrangement continued, albeit the Wife expected the Husband to get involved more in the family matters and she conceded that he was indeed very involved.⁴⁹ In line with this mutual understanding of their roles, it appeared that the Husband similarly managed all the household expenses and finances. It was not disputed that the Husband does check the household transactions, including those of the children, and the Wife was not always unhappy about this.⁵⁰ Against this backdrop, I also found that for the large part of the marriage, and in fact even up to the time the Wife decided to divorce the Husband, it was clear to me that the Wife had always been content to leave all financial matters to the Husband.

⁴⁴ Paras 3.b and 3.c of the SOP.

⁴⁵ Notes of Evidence (NE) Day 1, page 21 line 29 to page 22 line 2.

⁴⁶ NE Day 1, page 24 lines 20-27.

⁴⁷ NE Day 1, page 25 line 4.

⁴⁸ NE Day 1, page 25 line 5 to page 26 line 4.

⁴⁹ NE Day 3, page 8 line 2 to page 9 line 5.

⁵⁰ NE Day 1, page 64 line 29 to page 67 line 14.

28 While the Wife had also pleaded that the Husband was financially controlling of her and monitored and frequently her credit card spending, it was not disputed that she had only provided 1 example of such control in her evidence before me.⁵¹ This was a text message which the Husband sent to the Wife with a photograph of the parties' joint bank account. In the screenshot, the Husband circled the expense of \$4,000 incurred on 22 July 2020 and sent the Wife a message containing just "???".⁵² The Wife explained that this was for a spa package for her mother and herself, and the Husband then asked if this was going to be a regular monthly expense. After the Wife answered in the negative, the parties did not continue the conversation further. In this regard, I read this episode as an example of how the Husband was fulfilling his role as the financial steward of the family, ensuring that the expenses were properly accounted for. The Husband did not ask the Wife to cancel the package, nor did he say that it was unreasonable to incur such an expense. The Wife explained that this was "all text message not conversational" and her understanding was that the Husband was displeased at her.⁵³ However, the objective evidence did not bear this out. The conversation simply ended after the Wife gave her explanation. If this was the only example given and the Wife was asking me to draw an inference that this way of responding to text messages was the Husband's way of questioning and controlling her expenses, that was not an inference I was prepared to draw without any further supporting evidence. The sum incurred would appear to be an out-of-the-ordinary household expense and it was not reasonable for a clarification to be sought as to this expense. The Wife explained that due to the passage of time, she was unfortunately unable to locate the

⁵¹ NE Day 1, page 77, lines 4-18.

⁵² Para 78.b (at page 60) of P1, with the exhibits at pages 1461-1462.

⁵³ NE Day 1, page 63 line 19 to page 64 line 19.

relevant documents to corroborate the other instances.⁵⁴ However, as she was the plaintiff in this case and bore the burden of proof, without any other examples or evidence before me, I could only assess her allegation based on this example. As I have explained above, I did not see how this was unreasonable of the Husband, nor how this made it unreasonable to expect the Wife to continue living with him.

29 As a further example of how the Husband had controlled the Wife's finances, the Wife stated that the Husband had refused to extend a loan of \$6,000 to her mother and a loan of \$50,000 to her father. This must be read against the background and context within which such requests were made. There was some confusion as to when these loans were requested, and in relation to the loan of \$50,000, it was unclear whether it was the Wife's mother who asked for the monies, the Wife's father who asked for the monies, or whether it was the Wife's father who asked through the Wife's mother. However, it was not disputed that when this loan was requested, the parties did not know that it was because the Wife's father had suffered a stroke.⁵⁵ The parties only knew about the stroke sometime in 2019. Prior to the request for such loans, the parties had previously extended a loan of \$6,000-\$7,000 to the Wife's brother. It was not disputed that the loan remains unpaid and the Husband had also never chased the Wife nor the Wife's brother for the repayment of this sum.⁵⁶ Therefore, when a further loan of a much higher sum was sought, and with parties not knowing the reason behind such a request, it was not unreasonable for the Husband to have expressed reservations and concerns.

⁵⁴ Para 78.b (at page 60) of P1.

⁵⁵ NE Day 1, page 148 line 16 to page 151 line 25.

⁵⁶ NE Day 1, page 144 line 12 to page 145 line 3.

30 The Wife also gave examples of how the Defendant controlled her spending by imposing certain limits on her credit cards and the amounts she could withdraw.⁵⁷ The Husband's evidence was that he had not expected her to ask for permission before spending the money.⁵⁸ The Wife had also raised that she was restricted in her ability to make purchases according to her own preferences and timing. In my view, it was clear that the Husband did not in fact impose such limits nor restrictions:

(a) First, the Wife did not provide any evidence to show that these limits were *imposed by the Husband*. On the stand, the Wife admitted that she had only recently found out that *the bank* actually sets default limits,⁵⁹ and she had always believed that it was the Husband who had put in the limits.⁶⁰ As such, I found that she simply assumed and believed that it was the Husband who imposed these limits, from the mere fact of the existence of such limits. There was no evidence led to prove that the Husband had in fact lowered the default limit imposed by the banks.

(b) Second, the Wife conceded that the Husband would pay the credit bills when the Wife needed to purchase an item after the credit card limit had been reached.⁶¹ In such cases, when the card was declined at the point of purchase, the Wife stated that she would "call him, and then he will increase". By this, it cannot be said that the Husband imposed a limit as the Husband was prepared to simply pay up the

⁵⁷ Para 78.a of P1. See also para 59.7 of the Husband's Submissions for a table of various credit card limits and the relevant references.

⁵⁸ NE Day 4, page 91 lines 4-11.

⁵⁹ NE Day 1, page 81 lines 5-15.

⁶⁰ NE Day 1, page 82 line 29.

⁶¹ NE Day 1, page 97 lines 3-19.

outstanding credit card transaction charges so that the Wife could continue using the card *beyond* the limit.

(c) Third, the Wife did not try to change any of the default limits; in fact, it appeared that she never knew she could.⁶² She also did not communicate to the Husband to do so, and her answer as to why she did not do so was simply that she was afraid and dared not do so.⁶³ Picking up on this recurrent refrain of fear, I had asked the Wife to clarify why she had responded that she “dare not” do certain things.⁶⁴ Having observed the Wife on the stand, I did not find her answer to be very convincing. She appeared to be tentative and hesitant in her response to my clarification, which was a stark contrast to how she conducted her response while under cross-examination by the Husband’s Counsel. I therefore found that there was no reason as to why she did not actually communicate this with the Husband and she was trying hard to put together some semblance of a reason in direct response to my question. In the circumstances, I agreed with the Husband’s submissions that the concerns raised by the Wife about her spending limits appeared to be an afterthought raised in the context of divorce proceedings, instead of being a real concern during the marriage.

31 In the round, I found that the Husband had not acted unreasonably in the way he conducted himself over the parties’ financial affairs. I found that the Husband not behaved in such a way that the Wife cannot reasonably be expected to continue living with him.

⁶² NE Day 1, page 79 line 26 to page 80 line 16.

⁶³ See for example: NE Day 1, page 83 line 32; NE Day 1, page 97 line 24; NE Day 1, page 100 line 10.

⁶⁴ NE Day 3, page 40 lines 7-24.

The Husband's alleged increasing exclusion of the Wife from the family business

32 As I have explained above, I found that the parties were content to organise themselves in a certain way, *i.e.*, the Husband will run the financial matters while the Wife will take care of the household. I found that this was also the case for the family business, if not even more so. The Wife had herself stated that she “trusted the [Husband] fully in the family finances and family businesses”.⁶⁵ She also did not deny that the Husband “has experience in property business in terms of financial/numbers matters, with the [Husband] having invested in residential and commercial properties in Hong Kong”.⁶⁶

33 Against this backdrop, the parties had always conducted themselves in a way where the Husband would be in charge of running the family business. In fact, it was not disputed that this was how things were since the start of the business. The Wife was “not privy to the financial standing of the companies from the beginning until most recently when she instructed her lawyers to purchase the financial statements available on ACRA bizfile”.⁶⁷ At first blush, the fact that the Wife was not privy to the financial standing of the companies from the beginning may appear to be unreasonable as it suggested that the Husband had deliberately sought to exclude the Wife from the family business. However, when one considered the context and history of how parties have conducted themselves from the start of the marriage, it would be immediately apparent that far from being unreasonable, this was in fact how parties had operated based on a mutual understanding. The Wife was content to leave all financial matters to the Husband because he was financially savvy, was an

⁶⁵ Para 36 of the Reply.

⁶⁶ Para 34 of the Reply.

⁶⁷ Para 51.e (page 37) of P1.

accountant by training, and had managed various investments. From the very beginning, the Husband had been running the family business without needing to consult the Wife on business decisions.⁶⁸ Therefore, in a sense, the Wife had always been excluded from the financial matters in the family business but this was not because the Husband had unreasonably, nefariously nor maliciously sought to do so. On the contrary, this was how parties had decided to divide the labour between them: the Husband would focus on the family business, the Wife would leave the Husband to run the business while she focused on the family and did whatever was needed of her in the business. This was also consistent as to how the parties would manage their household finances, as I had found above. The Wife conceded she had no idea of the financials of the various companies she was a director of, that she simply signed whatever she was asked to sign, that she did not understand any of the commercial documents, and that she chose to trust and did in fact trust the Husband that he would do whatever was best for the company.⁶⁹ It was all the more telling, as the Husband puts it in the Husband's Submissions, that when questioned about the family business, the Wife admitted that she only took issue with the Husband's decisions in relation to the family business *after* she decided to divorce him.⁷⁰

34 In my view, having assessed the parties' evidence in their affidavits as well as having had the opportunity to observe their testimony on the stand, I found that there was a certain understanding between the parties that this was how they would operate vis-à-vis the family business, *i.e.*, that at the end of the day, it was for the Husband to decide how the business ought to be run, and what decisions ought to be made. The Wife had no issues with this arrangement,

⁶⁸ NE Day 2, page 13 lines 22-25.

⁶⁹ NE Day 2, page 15 line 10 to page 17 line 31.

⁷⁰ Para 79 of the Husband's Submissions and NE Day 2, page 18 lines 1-2.

until such time she decided that she wanted to divorce the Husband. That was when she decided to take issue with how things had always been, and, in my view, retrospectively viewed the Husband's conduct as unreasonable.

35 As for the exclusion of the Wife with the introduction of the parties' eldest daughter Amanda into the family business, it was the Wife's own evidence on the stand that it could not be unreasonable for the Husband to pass the business down to Amanda, given that it was always the plan to pass the business down to her eventually.⁷¹ Therefore, involving Amanda in business decisions rather than the Wife did not appear to me to be unreasonable in any way.

36 Further, the Wife stated that she had "contributed in other necessary aspects, for eg the advertising / marketing, design, or publishing of the properties".⁷² This was not disputed by the Husband.⁷³ The evidence of AKC showed that there were some discussions between the Wife and AKC. The evidence of CNH also showed that there was some involvement by the Wife in a certain project. At this point, I would pause to note that I found the evidence of CNH largely irrelevant. Having observed him on the stand, I found that CNH was clearly trying to downplay the Wife's involvement and repeatedly reiterated that he only dealt with the Husband and not the Wife. Nonetheless, it was clear from the evidence that the Wife was involved in some aspects of the project, but this involvement was on a limited scale. All major decisions were still made by the Husband, which was in line with the parties' arrangement as to the division

⁷¹ NE Day 2, page 26 lines 24-27.

⁷² Para 34 of the Reply.

⁷³ Para 100 of the Husband's Submissions.

of labour as I have outlined above. This point therefore did not assist the Wife very much.

37 In the round, I found that the Husband had not acted unreasonably in the way he conducted himself over his treatment of the Wife in the family business. The way parties operated was in line with the tacit understanding they had about their respective roles. In any event, the Wife did not take issue with this only until she contemplated the divorce, at which time she then decided that the Husband's conduct was retrospectively unreasonable. I therefore found that the Husband had not behaved in such a way that the Wife cannot reasonably be expected to continue living with him.

The Husband's alleged disregard and disrespect for the Wife in his conduct towards her

38 Finally, I turn to the third broad category raised by the Wife regarding the Husband's disregard and disrespect towards her.

39 The first incident mentioned in the Wife's Submissions was that at her grandmother's funeral in August 2002, she had one of her feet caught in a pothole and the Husband did not extend his hand to help her out but instead shouted at her. In my view, this incident did not assist much. The Wife explained that she was carrying her then 2-year-old son Caleb, her feet was stuck, she could not see anything, all she could see was the wheel of the hearse moving towards her, and that the Husband was shouting at her to stand up.⁷⁴ The Wife conceded that she did not know the Husband was busy watching over the 2 older children and did not know what else he could be doing. First, the evidence and details of this event were rather sketchy as it was not clear what the Husband

⁷⁴ NE Day 2, page 48 line 2 to page 49 line 27.

was doing. For example, if the Husband was just standing right next to the Wife and did not extend his hand to help, that could well have been unreasonable. However, if the Husband was a distance away and was in fact taking care of the other two children, then it may not have been unreasonable for him to react the way he did. In any case, without any evidence, it was not clear to me what actually happened. Even if I were to take the Wife's evidence at face value, I did not think it was unreasonable, during a busy funeral procession where the Husband was managing the 2 other children, for the Husband to shout at the Wife to stand up and quickly get out of the way in view of the moving procession.

40 As for how the Husband did not treat her as a business partner, I have detailed my findings in the previous section regarding the parties' arrangement vis-à-vis their financial matters and family business. As I mentioned earlier, it was my assessment that the Wife had been content to leave these decisions to the Husband. For her to now say she was upset about the Husband making these decisions without first consulting her, appears to me to be an afterthought to clothe the Husband's behaviour with unreasonableness so as to bring them within the test in s. 95(3)(b) of the Women's Charter. In addition, if the Wife had decided, abruptly in 2019 after so many years, that the Husband's past conduct was unacceptable to her and that she found it unreasonable, it was incumbent on her to communicate this change in her preference to the Husband. If the Husband had continued acting just as how parties have ordered their affairs in line with their understanding all these years, he could not have known that the Wife now finds it unreasonable. Communication is a two-way street. I did not see how the Husband can be faulted for continuing to do what he has always done all these years without receiving any complaint from the Wife. The Husband had stated on the stand that had he known, he would be prepared to engage the Wife and have better communication. Having seen parties on the

stand, I had no reasons to doubt the Husband. Now that the Husband is made aware of this preference, I can only hope and urge that parties find a way to communicate and interact moving forward.

41 Before I leave this point on communication, the Wife had also mentioned that the Husband commented on her choice of friends and was unhappy with guests staying over at their matrimonial property. There were scant details given in the Wife’s P1 on how the Husband was unhappy and what transpired during these episodes. On the stand, the Wife also conceded that there was no evidence provided in support of this allegation.⁷⁵ As such, with just a single bare assertion, it was not clear what these “comments” were and how the Husband was “unhappy” or what he did to express such unhappiness. I was therefore unable to make any meaningful finding as to what actually happened or whether the Husband has acted in a way that made it unreasonable to expect the Wife to continue living with him. At this point, I would also reiterate that the Wife did not communicate her own unhappiness about the Husband’s conduct to him.

42 Lastly, I turn to the conduct of the Husband in relation to a certain café business. The parties were cross-examined extensively on this issue. It was not disputed that the Husband had initially funded the start of this café and that the Husband managed the finances.⁷⁶ Again, this was in line with my assessment that all major decisions, especially financial matters and in relation to the family business, were made by the Husband. While the Wife initially stated that the Husband had assured her that there was “no need to make money”, she eventually said that the Husband had told her that “any profit earned in later

⁷⁵ NE Day 1, page 166 line 10 to page 168 line 2.

⁷⁶ NE Day 2, page 61 line 12 to page 62 line 20.

years may be used to offset the previous year's losses".⁷⁷ The bottom-line was that there was no agreement to keep the café open at all cost, even if the café was making a loss. Unfortunately, this was exactly what happened as the café sustained millions in losses.⁷⁸ The Husband therefore made the decision to close the café. The Wife was upset that the Husband did not consult her in this decision and explained that as his wife, the Husband never discussed this with her.⁷⁹ However, this being a business decision, I did not see how it would be unreasonable for the Husband to make such a decision, given how parties have been conducting themselves in relation to the family business. The Wife also agreed that it was reasonable for the Husband to make the financial decision to stop funding the café business.⁸⁰

43 Although the Wife was not aware of the financial health and status of the café, it was undisputed that she managed the operations of the café. It was for this reason that the Wife felt some attachment to the café.⁸¹ In my view, her chief complaint about the closure of the café business was how it was communicated to her. The Wife felt that the decision was made and imposed on her without room for discussion, with the Husband simply telling her to close the café as he had found a tenant for the space.⁸² On this, the Wife first said that the Husband told her to close down the cafe in 2017.⁸³ Thereafter, the parties then had another discussion in 2019 about the closure of the café. While the

⁷⁷ Para 10.e.ii-iii (page 6) of P1.

⁷⁸ Page 1223 of D1.

⁷⁹ NE Day 2, page 87 line 32.

⁸⁰ NE Day 2, page 87 line 20 to page 88 line 29.

⁸¹ NE Day 3, page 31 lines 12-22.

⁸² NE Day 3, page 34 line 29 to page 35 line 12.

⁸³ NE Day 2, page 57 lines 7-10.

Wife may have been in “shock” in 2017,⁸⁴ the topic of the closure of the café would no longer have been new in 2019. There was therefore sufficient time for the Wife to make the necessary arrangements for the closure, or to have further discussions with the Husband, had she intended to, given that the closure of the café was subsequently deferred for 2 years. In fact, the Wife pointed out some exchange of messages and discussions in 2019 regarding the discussions of the closure. The closure of the café was therefore not as sudden given that the writing would have been on the wall for some time by then.

44 In March 2019, the Wife had a discussion with the Husband, wherein she had intended to ask the Husband for another 6 months to try running the café.⁸⁵ The Wife stated that in that conversation, the Husband told her that she would make him bankrupt. The Husband’s account was that he did not tell her she would make him bankrupt, but that an ordinary person, who ran the café in this manner sustaining losses in the millions, would have been bankrupt.⁸⁶ The Wife did not adduce any contemporaneous evidence of such a comment, given that this was a verbal discussion. On this, having observed the parties on the stand, I preferred the Husband’s version of events. I found that the Wife’s account of this episode tended to focus on the word “bankrupt” and while emotionally charged, I had doubts as to whether her interpretation and recall was accurate. I had no doubt that the word “bankrupt” was used, but I had reservations as to whether the words as uttered by the Husband was what the Wife had recounted. On the other hand, the Husband’s answers were clear and reasonable, which accorded with financial considerations given his role in managing the finances of the family business and cohered with the financial

⁸⁴ NE Day 2, page 57 line 24.

⁸⁵ NE Day 2, page 58 lines 1-18.

⁸⁶ NE Day 4, page 133 line 29 to 134 line 13.

health situation of the business. That said, I considered that the Husband's comment of how an ordinary person would have been bankrupt would have made the Wife upset.

45 Whilst the Husband's handling of the closure of the café business could have engaged the Wife more while using more neutral language, given that she had a major role in running the operations of the café, this was but one incident which I was able to point to in the entire course of marriage which the Wife was justifiably upset. The closure of the café was surely not a small decision, as it meant a lot to the Wife. However, bearing in mind that at the end of the day, this was a financial decision in relation to the family business, and given my finding that the parties were operating along an arrangement where the Husband made all the major decisions, I still found that the closure of the café could not be said to be an unreasonable decision. Perhaps the way the Husband handled this could have been better, but that does not mean that he had acted unreasonably. In a marriage, there are bound to be disagreements and differences where one party would be upset at the other. This is not unexpected but a party being upset does not mean that it would be grounds for a divorce. In any event, even if for the sake of argument that the Husband's conduct on this closure was found to be unreasonable, I did not think that overall, having regard to the circumstances of the case and the test in *Wong Siew Boey*, this single episode in the entire course of marriage, given how parties have been living their lives, can be said to amount to behaviour which made it unreasonable to expect the Wife to continue living with him.

46 In the round, I therefore found that the Husband did not treat the Wife with disregard and disrespect which amounted to unreasonable behaviour. I found that the Husband had not behaved in such a way that the Wife cannot reasonably be expected to continue living with him.

Conclusion

47 Having found that the Wife did not prove that the Husband has behaved in such a way that the Wife cannot reasonably be expected to live with the Husband, I therefore dismissed the Wife's claim.

48 The Husband sought costs of \$28,000 given that the trial took place over 5 days and an additional half-day was spent on submissions and arguments. Furthermore, the affidavits filed were voluminous and multiple witnesses were called. The SOP was fairly lengthy and spanned across 10 pages, so while the case eventually centred on 3 particular categories, time was still spent on canvassing each and every assertion made by the Wife. In support, the Husband relied on *WBA v WBB* [2022] SGFC 24 ("**WBA**") for the proposition that for contested divorce trials, the range of \$3,000 to \$5,000 for the first day of trial was the norm. As this was a matter which spanned multiple days and in view of the voluminous evidence canvassed at trial, the Husband sought costs of \$28,000. The Husband also relied on *VGT v VGU* [2020] SGFC 32 wherein the Court fixed costs at \$11,000 for a trial which lasted two full days and two half days, and costs should therefore be higher in this case.

49 The Wife argued that costs should be fixed at \$12,000, as the costs for contested divorce hearings typically ranged from \$2,000 to \$12,000.

50 As costs follows the event, the Husband is entitled to costs as he has successfully defended against the Wife's claim. After hearing the parties' submissions, I fixed costs at \$12,000 payable by the Wife to the Husband. Much of the morning on the first day of trial was spent giving parties time to negotiate and work out a settlement on amicable resolution. Therefore, the trial proper took place for only slightly more than half a day on Day 1. For Day 4 of the trial, the trial did not take the whole day and ended about halfway through the

afternoon. Considering the length of the trial, the case of *WBA* did not assist the Husband very much. In that case, the Court eventually ordered costs of \$10,000 (all-in), where the evidence was heard over 4.5 days of trial, and a further half day decision hearing. Therefore, in terms of trial duration, this was similar to *WBA* and costs would have been at a similar range and not as high as \$28,000 as sought by the Husband. I have nonetheless ordered more than the \$10,000 in *WBA* because the affidavits in this case were voluminous, as a result of the Wife's lengthy pleadings going into events dating back to more than 20 years ago. I also noted that in terms of the number of witnesses, there were 3 additional witnesses called, although they did not take up much time and did not add very much to the length of the trial. The affidavits filed by the witnesses were also rather short and not much time were taken on the stand. In my view, a sum of \$12,000 for costs was appropriate.

51 In summary, I dismissed the Wife's claim and fixed costs at \$12,000.

Edmund Chew
District Judge

Gloria James-Civetta, Chong Xin Yi (Liesel), Sheryl Keith Sandhu
(Gloria James-Civetta & Co.) for the Plaintiff.

Hoon Shu Mei, Beverly Goh
(Drew & Napier LLC) for the Defendant.