

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 55

Divorce (Transferred) No 4008 of 2023

Between

XRM

... Plaintiff

And

XRN

... Defendant

JUDGMENT

[Family Law — Matrimonial assets — Division]

[Family Law — Maintenance — Wife]

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XRM

v

XRN

[2025] SGHCF 55

General Division of the High Court (Family Division) — Divorce
(Transferred) No 4008 of 2023
Choo Han Teck J
12, 29 August, 9 September 2025

17 September 2025

Judgment reserved.

Choo Han Teck J:

1 The parties married in Hong Kong on 27 September 2015. The plaintiff (the “Husband”), aged 45, is a design manager with a monthly take-home pay of S\$111,951.33 (including bonuses). He is an American citizen, and a Singapore Permanent Resident (“PR”). The defendant (the “Wife”), also an American Citizen, and a Singapore PR is 51 years old, has no regular job but earns about S\$5,000 a month. She was a regional manager in a marketing company, earning about S\$700,000 a year before she married. Interim judgment (“IJ”) was granted on 26 March 2024.

Division of matrimonial assets

2 The parties disagree as to when the investments in the matrimonial assets should be determined, and the exchange rate to be applied to the assets. The date

for determining the value of investments should be the date of the Ancillary Matters (“AM”) hearing. That is the settled position in law. The Husband believes that the value of investment accounts should be treated like bank and CPF accounts and assessed on the date of the IJ. However, the investment accounts here are not mere bank accounts. They are accounts holding investments in shares, and shares are to be valued at the AM hearing. Therefore, there is no meaningful distinction to draw between the investment account and the shares itself. Thus, the value of the investments will determined at the date of the AM hearing. Furthermore, the exchange rate to be applied should be consistent with the valuation of the assets, *ie*, closest to the AM date. I accept the Wife’s rates because the Husband did not explain how he chose his exchange rates, whereas the Wife submitted exchange rates closest to the AM date. Thus, the applicable exchange rates are HK\$6.11:S\$1 and US\$1:S\$1.28.

3 Applying the principles above, I now ascertain and value the matrimonial assets.

S/N	Asset	Husband’s case	Wife’s case	Court’s decision
Joint assets				
1	Property A (the “Matrimonial Home”)	S\$1,467,669.64 to S\$1,667,669.64	S\$1,267,669.64	S\$1,567,669.64
Subtotal (joint assets only)				S\$1,567,669.64

4 For S/N 1, the parties agree that there is only one joint asset, the Matrimonial Home. The parties disagree on the valuation. The purchase price was S\$2,430,000 in 2021. The Husband provides that the valuation is from S\$2,700,000 to S\$2,900,000. He derived his estimates from the per square foot

pricing record of transactions of units of comparable sizes in the same development. The Wife asserts that the valuation of the property is S\$2,500,000 but provides no evidential basis. I thus accept the valuation of the Husband. I will take the aggregate, and value it at S\$2,800,000. Due to the outstanding mortgage of S\$1,232,330.36, the net value of the Matrimonial Home is S\$1,567,669.64.

S/N	Asset	Husband's case	Wife's case	Court's decision
Husband's assets				
2	50% share of Texas Property	S\$145,125.00 (US\$107,500.00)	S\$456,742.40 (US\$356,830.00)	S\$456,742.40 (US\$356,830.00)
3	UOB One account number ending with 1334	S\$9,368.58	S\$9,368.58	S\$9,368.58
4	UOB Privilege Current account number ending with 1326	S\$0.00	S\$0.00	S\$0.00
5	UOB Global Premium Current account number ending with 2159	S\$3.58	S\$3.58	S\$3.58

6	UOB Uniplus account number ending with 7801	S\$1,431.00	S\$1,431.00	S\$1,431.00
7	Wells Fargo account number ending with 5703	S\$689,370.00 (US\$510,644.96)	S\$955,059.17 (US\$746,139.98) (as at 15 Apr 2024)	S\$964,459.34 (US\$753,483.86)
8	Robinhood account number ending with 8373	S\$16,284.89 (US\$12,062.14)	S\$20,902.20 (as at 31 Mar 2024)	S\$15,439.54 (US\$12,062.14)
9	Cash Holdings with Morgan Stanley Bank in eTrade account number ending with 1203	S\$7,353.49 (US\$5,447.03) (as at 31 Mar 2024)	S\$6,972.20 (US\$5,447.03) (as at 31 Mar 2024)	S\$6,972.20 (US\$5,447.03)
10	eTrade account number ending with 1203	S\$2,612,454.93 (US\$1,935,151.80) <i>11,285 shares @ US\$171.48</i>	S\$2,903,404.80 (US\$2,268,285.00) <i>11,285 shares @ US\$201.00</i>	S\$2,903,404.80 (US\$2,268,285.00)

11	CPF accounts (a) OA: S\$148,706.11 (b) SA: S\$62,717.58 (c) MA: S\$58,811.50	S\$270,235.19	S\$270,235.19	S\$270,235.19
Husband's Liabilities				
12	Tax liability for the Year 2024	S\$311,125.74	S\$0	S\$252,069.44
Subtotal (Husband's assets only)				S\$4,375,987.19

5 For S/N 2, it is undisputed that the Husband only owns 50% of the Texas property. However, the parties disagree as to the valuation. The Wife asserts that the Texas property is valued at US\$713,660. In the Wife's affidavit, she cites property site "Zillow", which provided an estimate of the property. However, the Husband denies this. The Husband's position is that the estimate given on "Zillow" is speculative and inflated. His case is that a valuation report will be too costly to obtain and therefore, the purchase price should be the valuation for the Texas property (*ie*, US\$220,000). I will not accept that. First, this is fundamentally inconsistent with his position taken with regard to the Matrimonial Home for which he accepts that the price should reflect appreciation and not just the purchase price. Second, although "Zillow" does not have data on local listing prices, it is clear that the valuation was not baseless. The figure of US\$713,660 was derived from an appraisal that was conducted by the local authorities for tax purposes for the year of 2024. I thus accept the Wife's valuation. The half share of the property is therefore

US\$356,830. At the exchange rate of US\$1:S\$1.28, the net value of the Husband's share in the Texas property is S\$456,742.40.

6 Next, for S/N 7, the Husband is asserting that the balance in the Wells Fargo account was US\$510,644.96. He cites an account end-of-month statement of 30 April 2024. The Wife asserts that the value to be ascribed should be US\$746,139.98. She cites an account statement for 15 April. However, I do not accept either position. The IJ date was 26 March 2024. The more appropriate approach is to use a statement that is closest to the IJ date. Therefore, I accept the statement of 15 March 2024 disclosed in the Husband's affidavit, it being closest to the IJ date. Thus, the value of the Wells Fargo account is US\$753,483.86. Applying the exchange rate, it amounts to S\$964,459.34.

7 For S/N 8, the Husband says that the Robinhood Trading Account should be valued at US\$12,062.14 by taking the shares in the account at the prevailing market price on 31 March 2024, close to the IJ date. The Wife asserts that the account should be valued at S\$20,902.20. She does not provide an explanation for her valuation. As the value of investments should be determined at the AM hearing, the Robinhood Trading Account, holding securities and not cash, is to be assessed at the AM hearing. It is undisputed that the account holds ten Disney shares (DIS), six QuantumScape shares (QS), 60 Tesla shares (TSLA), and 40 Energy Fuels shares (UUUU). Since the Wife has not provided any evidential basis for her claim, I accept the Husband's position. The evidence he has adduced is evidence before the court of the share price that is closest to the AM hearing. Therefore, S/N 8 is valued at US\$12,062.14. Applying the exchange rate decided above, it is S\$15,439.54.

8 As to S/N 9, both Husband and Wife do not dispute the account balance of US\$5,447.03. Applying the exchange rate decided above, the net value of S/N 9 is S\$6,972.20. As to S/N 10, the Husband says that the 11,285 Apple shares (AAPL) should be valued at US\$1,935,151.80. He derived this figure by applying the per share price closest to the IJ date, at US\$171.48. The Wife asserts that the 11,285 Apple shares (AAPL) should be valued at US\$2,268,285.00. This is closest to the AM date, at US\$201.00 in June 2025. I will apply that date. She also submits that the price used should be US\$241.40 in February 2025. However, the principle is not to ascertain the highest price between the IJ date and the AM date. It is to value the shares with the price that is closest to the AM date. Thus, S/N 10 is valued at US\$2,268,285.00. Applying the exchange rate, the net value is S\$2,903,404.80.

9 For S/N 12, the Husband asserts that his tax liability for the year 2024 should be considered. This amounts to S\$322,125.74. The Wife rejects this inclusion. As observed in *WXW v WXX* [2024] SGHCF 24 at [15], liabilities incurred or have to be incurred in the course of producing matrimonial assets are to be included. Therefore, tax liabilities on the income earned should be taken into account. However, the IJ date is 26 March 2024. It will not be right to include the tax liability of the entire year. According to the Husband's Inland Revenue Authority of Singapore statement, the Husband had incurred a tax liability of S\$252,069.44 for the Original Assessment of Year of Assessment 2024, for the year prior. This should rightfully be accounted for as a liability that was present at the time of the IJ date on those assets which were accounted for. Therefore, S/N 12 has a net value of S\$252,069.44.

10 Lastly, S/N 3, 4, 5, 6 and 11 are undisputed. The court accepts these undisputed items.

S/N	Asset	Husband's case	Wife's case	Court's decision
Wife's assets				
13	Hong Kong Property	S\$858,880.52 (HK\$5,052,238.35)	S\$0.00	S\$245,263.04 (HK\$1,498,557.18)
14	UOB Privilege account number ending with 0902	S\$4,546.77	S\$4,546.77	S\$4,546.77
15	UOB Global Premium account number ending with 9829	S\$18,093.29 (US\$14,002.44)	S\$18,093.29 (US\$14,002.44)	S\$18,093.29 (US\$14,002.44)
16	UOB Uniplus account number ending with 1909	S\$16,492.93	S\$16,492.93	S\$16,492.93
17	HSBC Premier USD Savings account number ending with 8833	S\$2,610,750.25 (HK\$15,357,354.43)	S\$0.00	S\$0.00

18	Cash holdings with UOB Kay Hian account number ending with 1835	S\$0.00	S\$11,965.59 (US\$9,348.12) (as at 30 Apr 2024)	S\$11,965.59 (US\$9,348.12)
19	UOB Kay Hian account number ending with 1835	S\$1,609,618.50 (US\$1,192,310.00) <i>7,000 shares @ US\$170.33</i>	S\$1,800,960.00 (US\$1,407,000.00) <i>7,000 shares @ US\$201.00</i>	S\$1,800,960.00 (US\$1,407,000.00)
20	Manulife Policy number ending with 9512	S\$1,790.75 (HK\$10,533.84)	S\$1,720.28 (HK\$10,553.84)	S\$1,724.03 (HK\$10,533.84)
21	CPF Accounts	S\$107,614.67	S\$107,614.67	S\$107,614.67
22	1,000 Apple shares	S\$235,579.97 (US\$174,658.13)	N/A	S\$223,562.41 (US\$174,658.13)
Subtotal (Wife's assets only)				S\$2,430,222.73

11 For S/N 13, the Wife asserts that this is a pre-marital asset and should be excluded. The Husband claims that the property acquired under mortgage during the marriage should be included in the matrimonial asset pool. He cites *USA v USB* [2020] 4 SLR 288 (“*USA*”) at [15], [20] and [72] in support of this proposition. The referred paragraphs are reproduced:

15 I agree with the Husband that the Pre-Marriage Properties cannot be excluded entirely from the matrimonial pool. Apart from *BHN v BHO* and *THL v THM*, the decisions of *BGT v BGU* [2013] SGHC 50 and *UJF v UJG* [2019] 3 SLR 178 (“*UJF v UJG*”) also support the proposition that, in the context of s 112(10) of the Women’s Charter, the “acquisition” of an asset refers not only to its purchase, but to the continuing process of payment for that asset in mortgage instalments. Thus, to the extent that the Wife continued to pay for the Pre-Marriage Properties during the parties’ marriage, these assets should be included in the pool of matrimonial assets.

...

20 I accept, however, that given that these Pre-Marriage Properties were partially paid for before the marriage, the court should not take the whole value of these assets as being included in the pool of matrimonial assets, but only that part of the acquisition that coincides with the period of the marriage (*UJF v UJG* ([15] *supra*) at [62]). ...

...

72 In the present case, the aim is to determine what portion of the net value of each property as at the AM Date (*ie*, the market price less outstanding liabilities) was acquired through the Wife’s mortgage payments during the marriage. Expressed as a fraction, the proportion of the net value of each property which was acquired during the marriage may be stated as follows:

$$\frac{x}{y} \times N$$

Where x = amount paid towards acquisition of each property during the marriage (*ie*, between the date of the marriage and the LJ Date),

y = total amount paid towards acquisition of each property as at the AM Date,

and N = net value of the property (*ie*, market value less outstanding liabilities) as at the AM Date.

12 Section 112(10)(b) of the Women’s Charter 1961 provides that a “matrimonial asset” includes “any other asset of any nature acquired during the marriage by one party or both parties to the marriage”. When a part of a property is acquired by payments and contributions after marriage, that part is deemed a

matrimonial asset. Therefore, I accept the Husband's claim that the portion of the Hong Kong Property acquired during the marriage should be included in the matrimonial pool.

13 As to the portion acquired during the marriage, the parties agree that the outstanding loan as at the date of the marriage is HK\$1,500,112.68. The Wife asserts that only HK\$824,152.33 of the mortgage was paid during the marriage. She uses a statement from 18 March 2024. The Husband asserts that HK\$899,263.52 was paid. He uses a statement from 27 December 2024. I accept the Wife's claim. The IJ date determines the assets. Therefore, the IJ date is to be the date to ascertain what portion of the property should be a matrimonial asset. Thus, the statement adduced by the Wife is the more appropriate one. The net value of S/N 13 is HK\$1,498,557.18. This amounts to S\$245,263.04.

14 For S/N 17, the parties seem to disagree on the joint summary. However, in the written submissions of their counsel, they have accepted that this is a pre-marital asset and should be excluded. For S/N 18, the Husband does not include it in the joint summary as it was in the initial list of assets provided by the Wife. However, the Wife had disclosed that the account has a cash holding of US\$9,348.12. Therefore, as it is uncontested, the net value of S/N 18 is S\$11,965.59.

15 For S/N 19, the parties do not disagree as to that there is a total of 7,000 Apple shares (AAPL) in this account. The dispute is over the date of valuation. Having decided above at [8], that the Apple shares (AAPL) should be valued as at 20 June 2025, the value of S/N 19 is US\$1,407,000, that is, S\$1,800,960. For S/N 20, the parties do not disagree that the value of the policy is HK\$10,533.84, only on the exchange rate to be applied. The Wife says that the exchange rate

to be applied is from September 2023. However, she provides no valid reason to apply a different exchange rate. Therefore, having decided at [2] above, the exchange rate of HK\$6.11:S\$1 will be applied. The net value of S/N 20 is therefore S\$1,724.03.

16 For S/N 22, the Husband says that 1,000 Apple shares (AAPL) that were sold in May 2023 for US\$174,658.13 (or S\$235,789.47 at US\$1:S\$1.28), should be added back to the pool of matrimonial assets. He says that the Wife did not obtain his consent in selling the shares in May 2023, and thus the proceeds should be added back to the matrimonial assets. The Wife asserts that, in adding the sum back, it would be tantamount to double counting because she had deposited the proceeds into her UOB account, and the UOB account is already accounted for in the pool of matrimonial assets. However, on an examination of the UOB Global Premium account number ending with 9829 which the Wife had deposited the proceeds of the sale into, there is only S\$18,093.29 (or US\$14,002.44) remaining. If we amalgamate her UOB accounts, the balance is only S\$39,132.99. This is a drawdown of more than S\$200,000 from May 2023 to April 2024. Expenditure of sums by a party without consent of the other, when divorce is imminent may be regarded as dissipation carried out with the intention of depleting the matrimonial assets. By May 2023, divorce was imminent. They were already discussing divorce in November 2022. The Wife's claim that she sold the shares to support herself is not supported by evidence, nor is it reasonable. Based on her own evidence, her average monthly expenses total to about S\$3,730.00. This is in stark contrast to the average of S\$16,666.67 per month that would account for the drawdown of more than S\$200,000. Therefore, I accept the Husband's position that the value of the 1,000 Apple shares (AAPL) sold in May 2023 should be added back into

the matrimonial pool. S/N 14, 15, 16, 18 and 21 are undisputed. Accordingly, the overall value of matrimonial assets are as follows:

Subtotal for assets under Husband's name	Subtotal for assets under Wife's name	Subtotal for joint assets
S\$4,375,987.19	S\$2,430,222.73	S\$1,567,669.64
Total: S\$8,373,879.56		

17 This is a dual-income marriage. The direct financial contributions of the parties are as follows:

S/N	Asset	Husband's direct contributions (S\$)	Wife's direct contributions (S\$)
1	Property A (the "Matrimonial Home")	436,865.74	1,130,803.90
Husband's assets			
2	50% share of Texas Property	456,742.40	0.00
3	UOB One account number ending with 1334	9,368.58	0.00
4	UOB Privilege Current account number ending with 1326	0.00	0.00
5	UOB Global Premium Current account number ending with 2159	3.58	0.00
6	UOB Uniplus account number ending with 7801	1,431.00	0.00
7	Wells Fargo account number ending with 5703	964,459.34	0.00

8	Robinhood account number ending with 8373	15,439.54	0.00
9	Cash Holdings with Morgan Stanley Bank in eTrade account number ending with 1203	6972.20	0.00
10	eTrade account number ending with 1203	2,903,404.80	0.00
11	CPF accounts (a) OA: S\$148,706.11 (b) SA: S\$62,717.58 (c) MA: S\$58,811.50	270,235.19	0.00
12	Tax liability for the Year 2024	(- 252,069.44)	0.00
Wife's assets			
13	Hong Kong Property	0.00	245,263.04
14	UOB Privilege account number ending with 0902	0.00	4,546.77
15	UOB Global Premium account number ending with 9829	0.00	18,093.29
16	UOB Uniplus account number ending with 1909	0.00	16,492.93
17	HSBC Premier USD Savings account number ending with 8833	0.00	0.00
18	Cash holdings with UOB Kay Hian account number ending with 1835	0.00	11,965.59
19	UOB Kay Hian account number ending with 1835	0.00	1,800,960.00

20	Manulife Policy number ending with 9512	0.00	1,724.03
21	CPF Accounts	0.00	107,614.67
22	1,000 Apple shares	0.00	223,562.41
Total:		4,812,852.93	3,561,026.63
Ratio (nearest whole number):		0.57	0.43

18 With regard the Matrimonial Home, the parties disagree as to the direct financial contributions made by each party. The Husband asserts that he contributed S\$413,753.43 and the Wife contributed S\$1,020,707.30 to the matrimonial home. The Wife asserts that the Husband contributed only S\$394,329.19 and she contributed S\$1,020,700.00. The discrepancy lies in the calculation of how much of the mortgage was paid by the Husband. The Husband says that he paid a total of 47 months of mortgage, starting his count from April 2021. The Wife, however, has shown statements that the mortgage loan was only disbursed on June 2021, with the first mortgage repayment beginning in August 2021. Accordingly, with the adjustment of the four months that the Husband erroneously included, he had paid S\$190,794.59 instead of his pleaded S\$206,741.71. Accounting for the other fees that both parties had paid, the eventual breakdown of the direct financial contributions to the property is S\$394,329.19 for the Husband and S\$1,020,700.30 for the Wife. That works out to a 27.87% and 72.13% contribution to the property. Applying this ratio to the net value of the Matrimonial Home, the Husband's direct financial contribution is S\$436,865.74, and the Wife's is S\$1,130,803.90.

19 The parties do not disagree with regard S/N 2 to 18, 20 and 21. In their joint summary and submissions, they agree that they contributed each of these

items themselves individually. Accordingly, 100% of their value has been attributed to each party, respectively.

20 However, with regard S/N 19 and 22, the parties disagree as to who should be considered the direct financial contributor of the 8,000 Apple shares (AAPL). The Wife asserts that she was given the 8,000 Apple shares (AAPL) by the Husband as a gift “to compensate her for the financial, emotional, and physical sacrifices that she had made throughout the marriage, alleviate her concerns about her financial security and to repay the money that she had paid on his behalf over the years”. The Husband asserts that the shares were not gifts and only given to her “for the purpose of tax planning for the family and on the understanding that the shares would be liquidated at his discretion for his expenses and significant tax payments both in the USA and Singapore” and were not meant to “permanently renounce his beneficial interest in the Apple shares”. Essentially, the Husband is arguing that the Wife is holding the shares on trust for him.

21 As there was no express trust, it appears that the transfers of the shares may be a gift to the Wife, but to be sure, there must be evidence of an intention to benefit the Wife with the transfers, otherwise, an implied trust may be the right finding. The Husband’s counsel argues that the transfers were made as a “gift tax exemption” only for the purposes of tax planning. This is supported by the evidence provided by the Husband. In the text messages between the Husband and the Wife, as well as with the tax advisors, there were mentions of tax optimisation, with no mention of making her an outright gift. Thus, there is evidence of an intention that the transfers were not meant for the benefit of the Wife. The Wife’s counsel argues that post-transfer conduct suggests that the Husband intended to benefit the Wife with the shares. Post-transfer conduct is

admissible to indicate the transferor's earlier intention, but it must be correctly assessed: *Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 at [110]. The Wife says that on several occasions, she had sold some of the shares to alleviate financial pressures on the family, without any protest from the Husband. When the Husband himself required cash, he did not ask to sell the shares, and, instead asked for financial assistance directly from the Wife. However, this evidence does not support a clear intention to make a gift. Although the Wife sold the shares on her own accord, she had always kept the Husband updated on the transactions. Furthermore, although the Husband might have responded in the manner described, it could equally have been motivated by goodwill, affection (at the time), or a desire to maintain cordial relations. On balance, it seems to me that the Husband did not intend to transfer the shares as a gift to the Wife. I am convinced that the intention was not to benefit the Wife. The evidence suggests that the transfers were for tax planning considerations. Thus, ordinarily, there should be a resulting trust that arises in favour of the Husband.

22 However, in this case the resulting trust would have arisen incidentally as a consequence of an illegal purpose, namely, to deceive the tax authorities. A “gift tax exemption” is, as the name suggests, only applicable if the transfer was a gift. Therefore, the resulting trust that arises from the abuse of the “gift tax exemption” is a trust that arose as a consequence of the illegal purpose. As held by the court in *Lau Sheng Jan, Alistair v Lau Cheok Joo Richard and anor* [2023] 5 SLR 1703 (“*Alistair Lau*”) at [74], and subject to the proportionality analysis, which takes into account: (a) whether allowing the claim would undermine the purpose of the prohibiting rule, (b) the nature and gravity of the illegality, (c) the remoteness or centrality of the illegality to the trust, (d) the object, intent, and conduct of the parties, and (e) the consequences of denying

the claim (*Alistair Lau* at [75]). Here, the illegality is central to this trust, and the purpose of the trust was specifically to abuse an exemption for tax planning purposes. To allow the claim would be to undermine the lawful purpose of a “gift tax exemption”. Accordingly, I find that the doctrine of illegality bars the enforceability of the resulting trust, and losses lie where they fall. Being that the legal ownership now lies with the Wife, the shares will be counted to her direct contributions.

23 I now consider the parties’ indirect contributions. I find that they have both made indirect contributions to their household. Although they do not have children, they tried to have a child. The Wife had undergone multiple physically invasive and emotionally draining In-Vitro Fertilisation (“IVF”) procedures. The Husband supported the household financially, paid for the IVF procedures, and accompanied the Wife through the medical process, and the emotional toil of the failed IVF procedures. Accordingly, applying a broad-brush approach, the indirect contributions ratio is 50:50.

24 As to the weightage of the parties’ direct and indirect contributions, the Husband’s counsel submits that due to its relatively short duration and no children, the weight to be given to the indirect contributions should be tempered to 20%. The Wife’s counsel submits that there should be equal weightage because of the sacrifices she made undergoing the IVF treatment. I do not accept both parties’ positions. Although it is true that the Wife had sacrificed a lot, that does not justify the 50:50 weightage. There is no evidence of neglect and excessive household burdens on the Wife. However, I am also unable to accept the 20% weightage proposed by the Husband. In *WUI v WUJ* [2024] 5 SLR 979, cited by the Husband, the court at [70] observed that the parties were not invested in building a shared life together in its decision to temper the weight of

indirect contributions. In the present case, the parties had shared goals for a while. Thus, I apply a 30% weight to the indirect contributions in recognition of the efforts of both parties.

25 In summary, the division of the assets are to be done in this ratio:

	Husband	Wife
Direct Financial Contributions	57% (at 70% weightage)	43% (at 70% weightage)
Indirect Contributions	50% (at 30% weightage)	50% (at 30% weightage)
Final Ratio (with rounding)	55%	45%

26 The parties, together with their solicitors, are to agree on the appropriate consequential orders to give effect to the division ratio of 55% (Husband): 45% (Wife).

Spousal Maintenance

27 The Wife is claiming maintenance on the basis that she is 52 years old and has spent too many years out of work to focus on the family. She believes that she would find it difficult to sustain herself post-divorce. However, the evidence shows that her current take-home pay is about S\$5,000. She was previously a regional marketing manager, with a high earning capacity. She has not adduced any evidence of her difficulty in finding future employment. Furthermore, the Court of Appeal in *ATE v ATD* [2016] SGCA 2 at [33] affirmed the view that the power to order maintenance is supplementary to the power to order the division of matrimonial assets. In the Court of Appeal

decision of *Tham Khai Meng v Nam Wen Jet Bernadette* [1997] 1 SLR(R) 336, notwithstanding that the wife was unemployed at the time of the appeal, the short length of marriage, the wife's potential earning capacity and the value of her share of the matrimonial assets, resulted in no order of spousal maintenance. I find this to be the case here. Thus, I make no order as to spousal maintenance.

28 Parties are to submit on cost within 10 days of this judgment.

- Sgd -
Choo Han Teck
Judge of the High Court

Jayesh Kishor Melvani and Khwaja Imran Hamid (Tan Rajah &
Cheah) for the plaintiff;
Hing Wei Yuen Angelina and Andrew Koh Zhiwei (Integro Law
Chambers LLC) for the defendant.
