

LAB'S Case Digest (July – September 2026)

This digest features various High Court cases on family law, published since the July 2025 to September 2025 Case Digest. Each case write-up only focuses on points which LAB has found to be of interest and does not cover every issue that was considered in the case.

1. Division of matrimonial assets; maintenance; custody, care and control

XTC v XTD [2026] SGHCF 21

Division of matrimonial assets – valuation of HDB flat subject to Minimum Occupation Period – straight-line method

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

Brief facts: The parties were married on 29 September 2018. The Wife filed for divorce on 1 December 2023 and Interim Judgment was granted on 24 March 2025. It was a childless marriage of six and a half years. The matrimonial home was a Build-To-Order flat purchased on 9 December 2021, with a five-year MOP expiring on 8 December 2026. Both parties proceeded before the District Judge ("DJ") on the basis that only the Husband, being over 35 years of age, was eligible to retain the Flat as a single person as at the Ancillary Matters hearing.

The Wife valued the Flat at \$805,000, relying on an HDB webpage showing resale flat prices ranging from \$755,000 to \$825,000 between September 2024 and February 2025, while the Husband valued it at its purchase price of \$378,530 on the basis that it remained subject to the MOP and could not be sold. The DJ held that, on the authority of *VWM v VWN* [2023] 1 SLR 1253 ("*VWM*"), the Flat had to be valued as at the date of the Ancillary Matters hearing by reference to its purchase price or some other objective measure, and not by reference to its potential resale price. She accordingly adopted the purchase price as the valuation of the Flat, with the net value of the Flat determined to be approximately \$118,600 after deducting the outstanding loan. The DJ ordered a division of the matrimonial asset pool in the ratio of 52.775 : 47.225 in the Wife's favour, and ordered the Wife to transfer the Flat to the Husband based on the purchase price valuation.

The Wife appealed against the valuation of the Flat. The Husband did not file a cross-appeal.

Held, allowing the appeal in relation to the valuation of the Flat:

VWM does not require purchase price valuation in all MOP cases

1. The court made four observations from a close reading of *VWM*.
 - (a) First, an MOP flat cannot be valued as though it were freely tradeable on the open market — the Appellate Division in *VWM* expressly held that proceeding on that premise is incorrect.
 - (b) Second, the purchase price was adopted on the specific facts of *VWM* because the parties had not even taken possession of the flat, and the purchase was not completed

— in those circumstances, the purchase price was a fairer approximation of the flat's value.

- (c) Third, *VWM* does not set a general rule that the purchase price is the correct valuation in all cases where the MOP has not expired; the question of how to value a flat where parties have been living in it and the MOP is approaching expiry was neither raised nor decided in *VWM*.
 - (d) Fourth, the observations in *VWM* about a potential windfall were directed at whether the wife in that case should be allowed to retain the flat, not at how the flat should be valued.
2. The present case was materially different from *VWM*. To value the Flat at purchase price would be to ignore its appreciation in value over the course of the marriage, which forms part of the material gains of the marital partnership. To allocate none of that appreciation to the Wife's share of the matrimonial assets would therefore not be a just and equitable outcome within the meaning of s 112(1) of the Women's Charter 1961.

The straight-line method

3. Taking guidance from *VWM*, the court must not assume an immediate resale or speculate on post-MOP appreciation. The appropriate approach is to take the market value of the Flat as at the date of the Ancillary Matters hearing — which captures the appreciation during the marriage — and apply a discount to reflect the temporary restriction on sale imposed by the MOP.
4. Both valuers were able to provide a market value figure (the Wife's valuer at \$840,000; the Husband's valuer at \$807,066), but neither was able to provide an opinion on the appropriate discount to apply for the remaining MOP, as no established methodology existed within the discipline of property valuation for quantifying such a discount.
5. The court found that a straight-line method to calculate the value of an MOP flat on a relevant date, by reference to the unexpired proportion of the MOP on that date, is one principled method to determine the applicable discount. This method may be expressed mathematically by the following formula: Value of relevant flat = $V - [(V - P) \times R/T]$, where "V" is the market value on the relevant date of a comparable flat not subject to an MOP, "P" is the purchase price of the relevant flat, "T" is the number of months in the total MOP, and "R" is the number of months remaining on the MOP as at the relevant date.
7. Applying the straight-line method to the facts:
- (a) The parties collected the keys to the Flat on 9 December 2021. Under a five-year MOP, the Flat would become eligible for sale on 9 December 2026. The Ancillary Matters were heard on 18 July 2025. By that date, 43 months out of 60 months had elapsed, leaving 17 months, or approximately 28.3%, remaining.
 - (b) The court took the average of the Wife's earlier valuation of \$805,000 and her valuer's figure of \$840,000, to account for the fact that two of the three units relied upon by the

Wife's valuation report were situated on higher floors, arriving at an estimated market value of \$822,500.

- (c) The appreciation of the Flat was therefore estimated at \$443,970 (the difference between the purchase price of \$378,530 and \$822,500).
- (d) As 28.3% of the MOP remained at the time of the Ancillary Matters hearing, the value of the Flat was: $\$822,500 - (\$443,970 \times 28.3\%) = \$696,856.49$.
- (e) After deducting the outstanding mortgage of \$259,730.35, the net value of the Flat was \$437,126.14.

Transfer of the Flat to the Husband

11. In the course of the appeal, the Wife turned 35 and became eligible to retain the Flat as a single person. She asked that the Flat be sold on the open market upon expiry of the MOP, or alternatively transferred to either party with a mechanism to share the proceeds proportionately. However, the correctness of the decision below had to be assessed based on the circumstances at the Ancillary Matters hearing. It was not for the appellate court to reopen the Ancillary Matters and conduct a fresh assessment in light of subsequent developments. To order a transfer to the Wife on the basis that she had since become eligible would create a perverse incentive for parties to pursue appeals to buy time, knowing that the passage of time might produce a more favourable position. That is contrary to the interest of achieving a clean break to enable the parties to move forward with their lives.

Key takeaways:

- A new "straight-line method" has been introduced for valuing HDB flats that are still within their MOP at the time of divorce. The formula is: $\text{Value} = \text{Market Value} - [(\text{Market Value} - \text{Purchase Price}) \times (\text{Months Remaining} \div \text{Total MOP Months})]$. This fills a gap left by *VWM*, which only addressed a flat where the parties had not yet taken possession. The new method ensures that neither spouse receives an unfair windfall, while accounting for the fact that the flat cannot be sold immediately.
- *VWM* does not stand for the general proposition that an MOP flat must always be valued at purchase price. That approach was appropriate on the specific facts of *VWM*, where the parties had not even taken possession of the flat and the full MOP remained. Where parties have been living in the flat and the MOP is approaching expiry, the straight-line method provides a more just and equitable basis for valuation.

YFW v XFX [2026] SGHCF 22

Division of matrimonial assets — single-income marriage — cut-off date — pre-marital property — rental proceeds — discretionary trust — insurance payouts

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

Brief facts: The parties were married on 21 December 2011 and divorced in May 2021, a marriage of approximately nine years and five months. They had no children. The Husband was the sole income earner throughout the marriage, previously earning approximately S\$73,000 per month as a partner before his employment was terminated in December 2020. He subsequently earned S\$21,000 per month until October 2025, and was unemployed at the time of the Ancillary Matters hearing. The Wife was unemployed throughout the marriage and continued to be so. She had incorporated two businesses during the marriage to carry out retail of antiques and art pieces, but maintained that she derived no income from these. She was diagnosed with endometrial cancer in 2017 and underwent a total hysterectomy. The Wife moved out of the matrimonial home in May 2019, and divorce proceedings were commenced in October 2020.

The outstanding Ancillary Matters comprised the division of matrimonial assets and maintenance for the Wife. The Husband also filed a summons seeking to suspend or reduce the interim maintenance payments of S\$6,000 per month that had been ordered pending the final determination of the Ancillary Matters.

Key points:

Cut-off date for identifying matrimonial assets

1. The general rule is that the operative date to determine the pool of matrimonial assets is the date of Interim Judgment. The court may depart from this default position where the particular circumstances or justice of the case warrant it, with the crux of the assessment being when the marriage can be treated as "practically at an end". The Husband sought to apply an earlier cut-off date of May 2019, when the Wife moved out of the matrimonial home, arguing that the parties had led separate lives since then and that the Wife had dissipated funds before the Interim Judgment was granted.
2. The court declined to depart from the default position. A spouse moving out of the matrimonial home alone is insufficient to establish a clean break. Even after the Wife moved out, both parties continued contributing to expenses related to the matrimonial home, their joint bank accounts continued to subsist, and the Husband continued living in the matrimonial home with most of the Wife's belongings remaining there. The Husband also made multiple attempts to contact the Wife after she left. The marriage could not be said to have been practically at an end as of May 2019.

Valuation dates

3. The valuation date for matrimonial assets is generally at or close to the Ancillary Matters hearing date. However, for bank and CPF account balances, the default position is that they should be valued as at the Interim Judgment date, as it is the moneys — and not the accounts themselves — which are the matrimonial assets.

Pre-marital property (11M): rental proceeds and capital gains

4. The property at 11M Road ("**11M**") was purchased in 2009, before the marriage, in the name of the Husband's father ("**Dr C**"). In related civil proceedings, the court had previously determined that Dr C held 85.71% of the beneficial interest in 11M on behalf of the Husband under a resulting trust. The question in the Ancillary Matters was whether, and to what extent, the Husband's beneficial interest in 11M should form part of the matrimonial pool.
5. The court found that 11M had not been substantially improved during the marriage so as to be treated as a "transformed matrimonial asset" in its entirety — the Wife's contributions to its management as a rental property were sparse and piecemeal. To constitute substantial improvement of an investment property, a party must go beyond merely finding tenants or supervising maintenance works — there must be expenditure or application of effort to improve the property in an economic sense, or major works requiring substantial expenditure during the marriage. Neither was established here.
6. However, the proportion of 11M's value acquired by the Husband during the marriage was added to the pool. This included his 85.71% share of the rental proceeds used to repay the mortgage. The court rejected the Husband's argument that the rental proceeds should be attributed solely to Dr C as the legal owner — a spouse who is only a beneficial owner of a property can still be treated as beneficially entitled to his share of the rental proceeds, which would have been a quintessential matrimonial asset had they been saved rather than applied to the mortgage.
7. As 11M had appreciated significantly in value during the marriage (from a purchase price of S\$2,100,000 to a net value of S\$3,556,677 at the time of the Ancillary Matters hearing), the court adopted the approach of determining the proportion of the current net value of the asset that should be credited to the pool, so as to factor in the capital gains made during the marriage. The proportion of 11M acquired by the Husband during the marriage was calculated at 16.98% (being the proportion of the loan principal repaid during the marriage out of the total purchase price). This translated into S\$603,923.75 being added to the pool.

Discretionary trust (M Trust and A Limited)

8. The Husband had settled an irrevocable discretionary trust ("**M Trust**") in 2015, injecting matrimonial assets into it. M Trust held, among other assets, shares in a BVI company ("**A Limited**") which was used as a vehicle for private equity investments by the Husband, his father Dr C, and other third parties.

9. The court set out a framework of five non-exhaustive factors for determining how to treat assets placed on trust by a spouse in matrimonial proceedings, and identified three possible options available to the court:
 - (a) Option 1 — decline to include the trust assets or their notional value in the pool;
 - (b) Option 2 — unwind the trust and directly include the trust assets in the pool; or
 - (c) Option 3 — uphold the trust but include the notional value of the trust assets in the pool for division.
10. The five factors to be considered in deciding between the options are:
 - (a) whether the disputed trust assets were matrimonial assets when assigned to the trust;
 - (b) the nature of the trust (e.g. whether it is fixed or discretionary, the extent of the trustee's powers and duties, and whether it is revocable or irrevocable);
 - (c) the purpose of the trust and the time it was settled (courts are more willing to adopt Option 1 where the trust was settled for the legitimate purpose of safeguarding assets for the children of the marriage, and more likely to adopt Option 2 or 3 where the settlor's intention was to put matrimonial assets out of reach of the other spouse upon divorce, with the timing of the trust's creation being a key factor);
 - (d) the intended beneficiaries of the trust; and
 - (e) the extent of control the spouse retains over the trust assets (where the settlor-spouse retains control over the matrimonial assets, the court may treat the assets as having never left the matrimonial pool).
11. Applying these factors, the court found that Option 3 was appropriate for M Trust. The assets injected into M Trust were matrimonial assets. The trust was irrevocable and widely discretionary, making Option 2 inappropriate as unwinding it would have consequences for the Trustees, other beneficiaries, and other contributories. While M Trust had been settled for legitimate purposes (to protect the family's finances and shield the Husband's assets from creditors), this was only one factor. Both the Husband and the Wife were intended to benefit from the trust, and the Husband retained a high degree of control over the trust assets as Protector — several of the Trustees' powers required his written consent, and he had expressed confidence that the Trustees would exercise their discretion in his favour. To exclude the assets from the pool would effectively allow the Husband to shield marital gains and deprive the Wife of her entitlement. The notional value of M Trust (S\$512,322) was accordingly added to the pool.
12. For A Limited, the court similarly adopted Option 3, but only in respect of the proportions of A Limited's assets that the Husband had contributed to — as Dr C and other third parties had also contributed to A Limited, and those contributions were never matrimonial assets. The court rejected the Wife's argument that a presumption of advancement arose in respect of Dr C's contributions, as there was direct evidence of Dr C's intention to invest (and not

gift) his contributions. The Husband's contributions to A Limited, valued at S\$350,918.49, were notionally added to the pool.

Insurance payouts

13. The Wife had received insurance payouts totalling S\$505,617.65 from policies held in her name, paid out upon her cancer diagnosis and treatment. The court held that the correct test for whether insurance payouts are matrimonial assets is whether the insurance policies pursuant to which they are paid out are themselves matrimonial assets — not the purpose of the payouts. This is because the entitlement to any insurance payout is created upon subscription to the insurance policy. As the insurance policies had been paid for by the Husband during the marriage, the payouts were matrimonial assets.
14. However, the purpose of the insurance payouts remained relevant in two respects: first, as a basis for the court to exercise its discretion to exclude the payouts from the pool even if they are matrimonial assets; and second, in determining how the payouts should be attributed between the parties. On the facts, there was no objective evidence as to the purpose of the payouts, and the Wife's own evidence was that she had used them as a cash asset for daily expenses and investments. The court accordingly included the payouts in the pool and treated them as the Wife's sole asset. Of the total payouts, S\$276,500 allegedly spent on daily expenses when divorce was imminent was added back to the pool under the *TNL v TNK* principle, resulting in a total of S\$451,500 being included in the pool in respect of the insurance payouts.

Key takeaways:

- A spouse moving out of the matrimonial home alone is insufficient to establish that the marriage has "practically ended" for the purposes of departing from the default Interim Judgment cut-off date. There must be a clean break — both financially and non-financially — between the parties.
- Rental proceeds from a pre-marital property obtained during the marriage by a spouse who is only a beneficial owner — and not the legal owner — of that property can still be treated as matrimonial assets. Where a pre-marital property has appreciated in value during the marriage, the court may add to the matrimonial asset pool the proportion of the property's current net value that corresponds to the mortgage repayments made during the marriage as a fraction of the total purchase price, so as to ensure that the capital gains made during the marriage are factored into the division.
- Where a spouse places matrimonial assets into a trust, the court will consider five factors — the nature of the assets, the nature of the trust, the purpose and timing of the trust, the intended beneficiaries, and the extent of the settlor-spouse's control — in deciding whether to exclude the trust assets, unwind the trust, or notionally include the trust assets in the pool. Where the settlor-spouse retains a high degree of control over the trust assets, the court may treat those assets as having never left the matrimonial asset pool.
- Whether an insurance payout is a matrimonial asset depends on whether the underlying insurance policy is a matrimonial asset — not on the purpose of the payout itself. However, the purpose of the payout remains relevant to whether the court should exercise its

discretion to exclude it from the matrimonial asset pool, and to how it should be attributed between the parties.

YDF v YDG [2026] SGHCF 23

Division of matrimonial assets — single-income marriage — unvested shares — foreign law concepts — adverse inference — custody

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

Brief facts: The parties were Indian nationals who married in India in January 2013 and registered their marriage there in September 2015. The Husband worked as an institutional trader, and the Wife was a homemaker who was not employed during the marriage. Due to the Husband's work commitments, the family moved from India to Hong Kong in 2016, and then to Singapore in 2019. They had one son ("**the Son**"), born in 2016. The Husband filed for divorce in August 2022, and Interim Judgment was granted on 12 October 2023. The marriage lasted just under ten years.

By the time of the Ancillary Matters hearing, there had been more than two dozen applications and no fewer than 51 affidavits filed. Both parties were self-represented at the Ancillary Matters hearing, though they had previously been legally represented. The court noted that the Wife had been confrontational and hostile at the Judge Case Conference, raising her voice and ignoring the court's interventions. On the day of the Ancillary Matters hearing itself, however, the Wife was respectful and polite — a change the court described as "a pleasant surprise". The court also noted that both parties had generally not been forthcoming with evidence, and that there was a lack of full and frank disclosure from both sides.

Key points:

Joint custody and unsupervised access despite the Husband's alleged misbehaviours

1. The Wife sought sole custody on the basis that the Husband had no history of independent caregiving and that she had been the Son's primary caregiver. She also raised a range of allegations against the Husband, including that he frequently gambled, drank and smoked, kept late hours, failed to pay maintenance on time, cancelled her Dependant's Pass at the start of the divorce, and had generally neglected the Son. The court rejected these as grounds for sole custody. A sole custody order should only be made in exceptional circumstances, such as physical, sexual or emotional abuse by one parent, or where the relationship between the parties is such that co-operation is impossible and this lack of co-operation is harmful to the child. None of these circumstances were present here. The court observed that abstemiousness is not a prerequisite for custody, and that gambling, drinking and smoking are not in themselves abusive if not overly excessive, and certainly do not make co-operation impossible. The fact that the Husband had left the matrimonial home and had a reduced role in the Son's life did not constitute exceptional circumstances. Joint custody was accordingly ordered.

2. On access, the Wife sought supervised access only, while the Husband sought overnight access on four nights per week. The court declined both extremes. There was no abuse or estrangement between the Husband and the Son to justify supervised access. At the same time, a sudden shift to four nights of overnight access per week was not in the Son's best interests, particularly given that the Husband had not had overnight access under the interim order, and his employment contract was set to end in October 2026 — and he had previously returned to India when his Singapore-based employment ended. The court maintained the interim access arrangements and left open the possibility of the Husband applying for overnight access when his employment status and residence were clearer.

IJ date for identification of matrimonial assets

3. The court applied the default Interim Judgment date of 12 October 2023 as the operative date for identifying the matrimonial asset pool. The Wife argued that assets accumulated by the Husband after the Interim Judgment — including salary and bonuses from his current higher-paying role — should be included. The court rejected this. The fact that the pool of matrimonial assets is relatively small as of the Interim Judgment date does not necessarily mean that it is fairer to adopt a different date.

Savings and the opportunity cost of not investing savings

4. The Wife alleged that the matrimonial pool should be valued at approximately S\$26 million. She arrived at this figure not by reference to the Husband's actual earnings, but by applying a 12% per annum compounding rate to her own estimates of what she thought the Husband could and should have earned and saved over the years. The court rejected this entirely. The 12% rate was, by the Wife's own admission, not based on any actual realised returns, but premised on further disclosure of assets by the Husband. There was also no proof that the Husband had saved the amounts alleged, or that he could have managed all household and personal expenses while putting aside such large savings. The court reaffirmed that the determination of matrimonial assets must be founded on actual earnings and assets supported by evidence, and not on speculative projections.

Adverse inference — high threshold reaffirmed

5. The Wife repeatedly urged the court to draw adverse inferences against the Husband for alleged non-disclosure. The court declined, reaffirming that drawing an adverse inference requires a substratum of evidence establishing a *prima facie* case against the party, that party having particular access to the information said to be hidden, and some evidence that the party has sought to conceal or deplete assets. Bare assertions and suspicious photographs are not enough. The Wife had, for example, exhibited multiple photographs to show that the Husband was "enjoying a luxurious life", but there was no indication of when and where the photos were taken, and it was unwise to use such curated images of unclear date and context to show that a party has more assets than claimed. The Wife also exhibited what she claimed was a "matrimonial card" showing the Husband's business interests in several companies in India, in the form of a poster naming several companies. The court

found there was clearly insufficient evidence to infer, simply from the names of the companies, that the Husband had any connection to or interest in them.

Unvested shares are not matrimonial assets

6. The Husband had been awarded shares during his employment at HSBC, but left the company before most of them vested. The court held that since the shares never came under the Husband's control or became available for sale, they could not be included in the matrimonial pool.

Matrimonial assets cannot be used to pay maintenance

7. The Husband admitted to selling shares from the matrimonial pool — amounting to approximately S\$250,000 — to satisfy interim maintenance orders. The court held that the Husband should not be permitted to reduce the size or value of the pool of matrimonial assets in this way. The shares were accordingly identified as at the Interim Judgment date, rather than based on whatever shares remained after the sales.

Dowries and wedding expenses are not matrimonial assets

8. The Wife sought to include dowries paid at the wedding and wedding expenses paid by her parents as matrimonial assets. The court rejected this. A dowry is fundamentally a gift and does not satisfy the definition of a matrimonial asset under the Women's Charter, which requires that a matrimonial asset be acquired by effort and not by gift or inheritance. Wedding expenses paid by the Wife's parents were similarly excluded.

Indian law concepts do not apply in Singapore matrimonial proceedings

9. The Wife raised the Hindu law concept of *stridhana* (a woman's personal property under Hindu law) and cited Indian statutes including the Hindu Marriage Act 1955 and the Hindu Succession Act 1956 in relation to certain jewellery. The court stated clearly that it was bound to apply the Women's Charter for the division of matrimonial assets, and that the concept of *stridhana* and Indian statutes have no place in Singapore matrimonial proceedings.

Division benchmark for a ~10-year single-income marriage

10. The total matrimonial pool was valued at S\$732,565.51, comprising the Husband's bank accounts, share portfolio, and certain items of jewellery. The court applied the *TNL v TNK* [2017] 1 SLR 609 approach, as this was a single-income marriage. However, the court noted that the marriage lasted just under ten years — far shorter than the 25-year-plus marriages considered in *TNL v TNK*, where the trend towards equal division was established. Drawing on *BOR v BOS* [2018] SGCA 78, which suggests that for marriages of about 10 to 15 years, the non-income earning party typically receives about 25% to 35% of the matrimonial pool, the court awarded the Wife 25%. The Husband had been the sole earner, and while the Wife was clearly the primary caregiver for the Son, there were no special circumstances — such as the exceptional caregiving responsibilities present in *BOR v BOS* — that would justify an uplift from the lower end of the range. The Wife was

accordingly awarded 25% of the pool, amounting to S\$152,341.43 (after accounting for the jewellery already in her possession).

Currency conversion in cross-border cases

11. The parties held assets denominated in Indian Rupees and Hong Kong Dollars. The court applied different conversion rates depending on the type of asset: bank account balances were converted at the Interim Judgment date rate (following *XPG v XPH* [2026] 3 SLR 426, which holds that bank account balances are valued as at the Interim Judgment date), while other assets such as shares were valued at the Ancillary Matters hearing date.

Key takeaways:

- Foreign law concepts have no place in Singapore matrimonial proceedings. Parties who marry under foreign religious or civil law and later divorce in Singapore cannot import foreign legal concepts — such as the Hindu law notion of stridhana — to determine asset ownership. The Women's Charter is the only applicable law.
- Misbehaviour does not automatically change custody or access outcomes. Drinking, gambling, smoking and failing to pay maintenance on time are not in themselves grounds for sole custody or supervised access — what matters is whether the conduct directly harms the child or makes co-parenting genuinely impossible.
- Unvested shares that never came under a spouse's control or became available for sale are not matrimonial assets. This is particularly relevant in cases involving employees in the financial sector, where deferred compensation and share award schemes are common.
- Matrimonial assets should not be used to pay maintenance. A spouse who sells matrimonial assets to fund maintenance payments should not be permitted to benefit from the resulting reduction in the pool.
- In this case, there was a meaningful difference between the Interim Judgment date and hearing date exchange rates for the Indian Rupee (INR1:SGD0.016 versus INR1:SGD0.013), which had a material effect on the valuation of the Husband's HSBC India account balance of approximately INR3.3 million. Practitioners handling cases with foreign currency assets should consider whether applying the Interim Judgment date conversion rate — as is the default for bank account balances under *XPG v XPH* [2026] 3 SLR 426 — is appropriate, and whether an argument on applying the conversion rate as at the Ancillary Matters hearing date could be made, given that exchange rate fluctuations can materially affect the Singapore Dollar value of foreign currency balances in a way that does not arise with Singapore Dollar deposits.¹

¹ See: Chua Wei Yuan & Patrick Tay Wei Sheng, "Valuing Foreign Currency in Divorce: *XML v XMM* [2025] 5 SLR 241" [2026] SAL Prac 27

YFP v YFQ [2026] SGHCF 24

Division of matrimonial assets — dual-income marriage — rental proceeds — gift exception — employee share options — trust for child — negative indirect contributions due to misconduct — child maintenance

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

Brief facts: The parties were married on 26 February 2002. The Wife commenced divorce proceedings in June 2023 and Interim Judgment was granted on 26 September 2023, ending the marriage of slightly more than 21 years. The parties had one child ("**the Child**"), aged 14. They agreed to joint custody of the Child, with care and control to the Wife, and access arrangements were settled by consent order. The outstanding Ancillary Matters comprised the division of matrimonial assets, maintenance for the Child, and maintenance for the Wife.

Both parties were working professionals for most of the marriage, making this a dual-income marriage to which the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 applied. The total matrimonial pool was valued at S\$9,037,755.84. The final ratio for division was 53:47 in the Husband's favour.

Key points:

Valuation of properties — preference for formal valuation reports over single past transactions

1. The parties disputed the valuation of several properties. In each instance, the court preferred the Husband's valuations. The Wife derived her valuations by selecting one or two past sale transactions of similar properties from a spreadsheet and using those transaction prices as the basis for her valuation. The Husband, by contrast, commissioned formal valuation reports from professional real estate consultancies, which adopted a "direct comparison method" involving multiple sales of similar properties in the vicinity, with systematic adjustments for differences in size, condition, and date of sale. The court preferred the Husband's valuations in each case, as they were more detailed and methodologically sound.

Rental proceeds from jointly-owned investment property — three-period analysis

2. One of the matrimonial properties was the Hillington Property, which had been leased out since around 2009 or 2010, with all rental payments directed into the Husband's sole bank account. The Wife sought to add back gross rental proceeds of S\$242,150 collected from October 2019 to December 2025 to the matrimonial pool. The court analysed the claim across three distinct periods.
3. For the period October 2019 to September 2021 (before separation), the court declined to add the rental proceeds back to the pool. Divorce was not imminent during this period — the family was still living together, and divorce proceedings were not commenced until June 2023. There was no evidence of wrongful dissipation or concealment, and it was likely that the rental proceeds were expended in the ordinary course of the family's life.

4. For the period October 2021 to September 2023 (after separation but before Interim Judgment), the court found that the net rental proceeds should be included in the pool as a joint asset. The Husband argued that these moneys had already been captured in his bank account balance, which was included in the pool, and that adding the rental proceeds separately would result in double counting. The court rejected this argument. The rental proceeds were plainly a matrimonial asset in the Husband's sole possession, and the burden was on him to show that they remained in his bank account and had not been dissipated. He had failed to disclose the relevant bank statements for the years 2021 and 2022, and there was accordingly no basis to give weight to his double-counting argument. The net rental proceeds for this period, estimated at S\$40,532 after deducting property-related expenses, were added to the pool as a joint asset.
5. For the period after the Interim Judgment, the rental proceeds were no longer matrimonial assets. However, the Husband agreed that the Wife was entitled to 50% of the net rental proceeds as a joint owner of the Hillington Property, and the court ordered him to account for and transfer these accordingly.

Gift exception — burden of proof — inconsistent positions taken by the Husband

6. The Husband sought to exclude funds in his UOB Fixed Deposit account (held jointly with his mother) and UOB Securities Account (held in his sole name), totalling over S\$700,000, from the matrimonial pool, arguing they were gifts from his mother. The court held that upon dissolution of a marriage, all assets are generally treated as matrimonial assets unless a party proves, on a balance of probabilities, that the asset was acquired through gift. The Husband failed to discharge this burden.
7. Critically, the Husband had previously taken the position in related proceedings (HC/OA 1349/2024) that the funds belonged to his mother — a position entirely inconsistent with his present claim that they were gifted to him. The court observed that a gift by its nature is a divestment of one's interest in the asset in favour of the recipient, and the very fact that the mother had filed proceedings asserting her own beneficial ownership showed there was never any such intention to gift the funds to the Husband. There was also no evidence as to the origin of the funds in the accounts. In the absence of such evidence, the court applied the principle that funds in a joint account should be treated as belonging to the account holders in equal proportions, and included only half the UOB Fixed Deposit funds in the pool. The full amount of the UOB Securities Account, which was in the Husband's sole name, was included in the pool.

Employee share options — vested vs unvested — "if as and when" order

8. The Husband had been granted share options by his former employer before the Interim Judgment date. Unvested options that had been forfeited upon the Husband's exit from employment were excluded from the pool, as they conferred no subsisting or enforceable rights on the Husband. Vested options were included as matrimonial assets, following *Chan Teck Hock David v Leong Mei Chuan* [2002] 1 SLR(R) 76, which established that a vested stock option is a matrimonial asset as it confers on the holder the right to purchase shares at a specific price.

9. However, as the Husband had not yet exercised the vested options and there was no direct evidence of their value, the court made an "if as and when" order under s 112(5)(e) of the Women's Charter, directing that any net gain upon exercise be divided in the final ratio of 53:47. Such an order postpones the division of the options until they are actually exercised and a profit is realised, so that neither party is prejudiced by having to value an unexercised option.

Botanique Property — trust for child — limits of the court's powers under s 112

10. There was a property known as the Botanique Property, which was held in the Husband's sole name and was subject to an express trust declared by the Husband for the benefit of the Child. Both parties agreed to exclude it from the matrimonial pool. The Wife sought additional orders to tighten the trust terms, including appointing a second trustee and requiring the property to be rented out immediately. The court declined to make these orders. Since the parties had agreed to exclude the property from the division exercise, the court could not exercise its powers of division under s 112(1) of the Women's Charter, and consequently could not make supplementary orders under s 112(5), as such orders can only supplement and give effect to primary orders made under s 112(1).
11. In any event, the court found the Trust Deed sufficiently protected the Child's interests. The Husband could not revoke the trust or sell the property without the Wife's consent, and the Child could enforce the trust in his own name upon turning 21. The orders sought by the Wife were also not entirely beneficial to the Child — the Child had his own room in the property which he used during the Husband's access periods, and requiring the property to be rented out immediately would be disruptive to him. The Trust Deed also explicitly allowed the Husband (and the Wife and Child) to live in the property rent-free, reflecting the original intention that the property was a family home rather than a vehicle to generate rental income for the Child.

Negative indirect contributions — spousal misconduct

12. The ratio of direct financial contributions was 71:29 in the Husband's favour, largely driven by the high value of one of the matrimonial properties, the Pavilion Property, which had been substantially funded by the Husband's parents as a gift to both parties. The Husband's parents' contributions were treated as gifts to the parties in proportion to their legal ownership shares — 90% to the Husband and 10% to the Wife — resulting in the Husband being attributed 90% of the Pavilion Property's value (S\$3,960,000) as his direct contribution, and the Wife only 10% (S\$440,000). As the Pavilion Property was by far the largest asset in the pool, this split had an outsized effect on the overall direct contributions ratio.
13. The parties' indirect financial contributions were roughly equal, as both were high-income earners for most of the marriage. In terms of indirect non-financial contributions, the Wife was accorded a slightly higher proportion, as the Husband had travelled extensively from 2017 to 2020 for work, during which time the Wife had to shoulder more of the household responsibilities and caregiving for the Child.

14. However, the court also considered the Husband's misconduct. The Wife submitted that the Husband had laced her drink with benzodiazepines (a type of tranquilizer), secretly installed a camera in the master bedroom, and admitted to putting thinner into products the Wife used daily — such as toothpaste, shower gel, and shampoo — to "make her itchy". Following police investigations, a conditional warning was issued to the Husband for 12 months. The Husband did not deny these acts. The court found these acts to be deplorable and held that it was appropriate to ascribe a negative value to the Husband's indirect contributions, as his conduct clearly undermined the co-operative partnership and harmed the welfare of the Wife. The court drew on *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195, which established that a negative value may be ascribed to a spouse's misconduct where it fundamentally undermines the co-operative partnership and harms the welfare of the other. The Husband had caused the Wife to unknowingly come into contact with dangerous substances with the intention to harm her health, and had put her life at risk by lacing her drinks with tranquilizing drugs.
15. The final ratio of indirect contributions was 65:35 in the Wife's favour, and the final ratio for division was 53:47 in the Husband's favour.

Child maintenance — equal sharing — enrichment and tuition as day-to-day decisions

16. The court assessed the Child's reasonable monthly expenses at S\$3,540. The Wife's claim for the Child's share of rental costs (S\$1,566.67) was disallowed, as it was open to the Wife and the Child to move to the Woodlands HDB Flat (which was in the Wife's name) to avoid incurring rental expenses. The court allowed S\$1,800 for enrichment and tuition, taking into account the Child's diagnosis of Attention Deficit Hyperactive Disorder and the Husband's own evidence that he was paying S\$600 a month for the Child's tuition outside of the interim maintenance payments. The Wife's claim for S\$250 for tours and family outings was disallowed, as each party should bear their own costs of this nature when they have access to the Child.
17. The court held that decisions on enrichment and tuition classes were closer to day-to-day decisions than long-term decisions for the Child's welfare, and therefore fell within the Wife's purview as the parent with care and control. The Husband's suggestion that he should only pay for enrichment and tuition if he consented to them was accordingly rejected. The parties were ordered to bear the Child's expenses equally, with the Husband to pay S\$1,770 per month as maintenance for the Child.
18. The Wife's request for the Husband to furnish a banker's guarantee of S\$50,000 as security against future default in maintenance payments was rejected. The court's power to make such an order under s 91B(1)(d) of the Women's Charter is only engaged upon an application to enforce a maintenance order that has already been breached, and such an extreme order should only be made once a breach has been proven.

Wife maintenance

19. The Wife's claim for spousal maintenance of S\$2,000 per month was dismissed. Having regard to the substantial sum of approximately S\$4,247,745 the Wife was entitled to upon

division of assets, and her monthly income of around S\$18,000, the court found that she did not require spousal maintenance.

Key takeaways:

- Spousal misconduct can reduce a party's share of matrimonial assets. While conduct is rarely taken into account in the division of matrimonial assets, egregious misconduct that fundamentally undermines the marital partnership and harms the welfare of the other spouse — such as secretly lacing a spouse's drinks with tranquilizers or contaminating their daily-use products — can attract a negative value in the assessment of indirect contributions, with real financial consequences for the party committing that misconduct.
- Unvested employee share options that are forfeited upon exit from employment are not matrimonial assets, as they confer no subsisting or enforceable rights. Vested options are matrimonial assets, but where they have not yet been exercised and their value is uncertain, an "if as and when" order under s 112(5)(e) of the Women's Charter is appropriate, postponing division until the options are exercised and a profit is realised.
- Where parties agree to exclude a matrimonial asset from the division exercise, the court loses the power to make supplementary orders in relation to that asset under s 112(5) of the Women's Charter, as such orders can only supplement and give effect to primary orders made under s 112(1).

***YBU v YBV* [2026] SGHCF 26**

Division of matrimonial assets – dual-income marriage – non-disclosure – adverse inference – uplift – interim maintenance pending division

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

Brief facts: The parties were married on 8 July 1995. The Wife (aged 57) commenced divorce proceedings on 29 September 2023, and Interim Judgment was granted on 25 January 2024. The marriage lasted 28 years and 6 months.

As both children of the marriage were already adults by the time of the Ancillary Matters hearing, the only issues before the court were the division of matrimonial assets and maintenance for the Wife.

Despite continuing to appear at case conferences through counsel, the Husband had for all intents and purposes ceased to participate in the proceedings meaningfully after the court ordered discovery and interrogatories against him. He failed to comply with the court's order for discovery and interrogatories, did not file his second Ancillary Matters affidavit, did not participate in the preparation of the joint summary, and filed no written submissions.

Key points:***Matrimonial asset pool — adoption of Wife's figures***

1. The only issues raised by the Husband's counsel at the hearing concerned the Husband's direct contributions towards the two immovable properties, the ratio for indirect contributions, and how the division should be operationalised. The Husband raised no objections to the list of matrimonial assets and their valuations in the Plaintiff's Summary of Positions. The court therefore adopted those figures, holding that the parties' joint assets were valued at S\$9,886,010.20, the Husband's assets at S\$13,380,352.81, and the Wife's assets at S\$964,937.63.

Direct contributions — rental proceeds attributed to joint owner

2. The Husband claimed to have evidence of his cash contributions towards both the Oxley Garden and Wilmonar Avenue properties. However, when the relevant tables were examined, both tables in fact related to the Oxley Garden property only. There was accordingly no evidence of the Husband's cash contribution towards the Wilmonar Avenue property.
3. As for the Oxley Garden property, the court declined to give weight to the table prepared by the Husband as it was not supported by primary evidence. The Wife acknowledged that the Husband had paid the majority of the mortgage for the Oxley Garden property, but submitted that such payments were funded by the rental proceeds from that property. As joint owner, the Wife was entitled to half the rental proceeds, and therefore half of the cash contributions funded by rental proceeds should be attributed to her. The Husband's counsel accepted that the Husband appeared not to have given credit to the fact that parts of the cash contribution could have come from rental proceeds.
4. The court accepted the Wife's submission and left undisturbed the 75:25 direct contribution ratio proposed by the Wife for the Oxley Garden property, adopting the overall direct contribution ratio of 85.88% to 14.12% in the Husband's favour.

Indirect contributions — unchallenged evidence

5. The Wife provided detailed evidence of her indirect contributions. She took care of all household chores while the Husband was busy building his career, managed the hiring of domestic helpers, handled property renovations, and took a career break after a miscarriage when she became pregnant again. She was the primary caregiver for the children and the primary point of contact for their schools. These assertions remained unchallenged, as the

Husband did not file a second Ancillary Matters affidavit to refute the Wife's evidence. The court accepted the 65:35 indirect contribution ratio in the Wife's favour.

Overall ratio — adverse inference and uplift

6. As this was a long marriage, the court gave equal weight to direct and indirect contributions, producing an average ratio of 39.56% (Husband) to 60.44% (Wife).
7. The Wife submitted that a further uplift of 5% should be imposed in light of the Husband's lack of full and frank disclosure. The Husband made no submissions to contest this. The court accepted the Wife's submission, finding that the Husband's complete disregard of the order for discovery and interrogatories called for an adverse inference that he had additional assets which he had failed to disclose. The court imposed an uplift of 5%, bringing the final ratio to 55:45 in favour of the Husband.

Maintenance — interim order pending division

8. The Wife's monthly expenses amounted to S\$11,201.45, which she expected would drop to around S\$8,900 if she moved out of the Wilmonar Avenue property. Her net monthly income was approximately S\$1,600. She sought monthly maintenance of S\$7,300 to cover her basic expenses, or alternatively a lump sum of S\$1,576,800.
9. Having regard to the sums the Wife was expected to receive pursuant to the division ordered, the court held that there would be no need for ongoing maintenance once the division was carried out. The court therefore ordered the Husband to pay interim maintenance of S\$7,000 per month from the date of the order until the Wilmonar Avenue property was sold and the proceeds received by the Wife.

Costs

10. The court fixed costs of the Ancillary Matters hearings at S\$8,000 all-in, to be paid by the Husband to the Wife. In doing so, the court took into account the adjournment caused by the Husband's late disclosure of documents which he should have disclosed much earlier, and his subsequent failure to file written submissions explaining the impact of those documents — leaving the burden on the Wife and the court to decipher them without any assistance from the Husband. This was in addition to the S\$2,800 costs ordered against the Husband in the earlier discovery application and S\$2,500 in costs for dilatory conduct, all of which he remained liable to pay.

Key takeaway: A spouse who persistently ignores court orders for discovery and interrogatories, fails to file affidavits, and does not participate in proceedings will likely have an adverse inference drawn against him that he has undisclosed assets, resulting in an uplift to the other party's share of the matrimonial assets.

YIC v YID [2026] SGHCF 27

Division of matrimonial assets — single-income marriage — pre-marital business assets — substantial improvement — inter-spousal gifts — TNL v TNK — adverse inference — exceptionally large pool

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

Brief facts: The parties were married on 18 August 2005. The Husband (aged 72) had been a businessman since the 1980s, operating multiple businesses in Singapore and China. The Wife (aged 46) was a housewife during the marriage. For the first seven years of the marriage, the parties lived in China before moving to Singapore in 2012. They have two children, aged 20 and 15. Interim Judgment was granted on 12 October 2023, and the marriage lasted about 18 years. The parties resolved custody and access issues by consent. The sole outstanding Ancillary Matter was the division of matrimonial assets. The Husband owned a sole proprietorship ([B]), two Chinese companies ([C] and [D]), and three Singapore companies ([E], [F] and [G]), as well as a Chinese company ([H]) which he had sold shortly before the divorce proceedings were filed. The total matrimonial pool was valued at approximately S\$47.2 million.

Key points:

TNL v TNK framework — single-income marriage

1. The Wife submitted that the *TNL v TNK* [2017] 1 SLR 609 framework should apply, as this was a long, single-income marriage. The Husband argued that the *ANJ v ANK* [2015] 4 SLR 1043 structured approach should apply instead, on the basis that the Wife had declared rental income and the marriage was therefore a dual-income marriage. The court rejected this. The court was satisfied that the marriage was suitably long and that the Wife was the primary homemaker while the Husband was the primary breadwinner, with the Wife's work being at most intermittent. The *TNL v TNK* framework therefore applied. As clarified in *DBA v DBB* [2024] 1 SLR 459, *TNL v TNK* envisages a single-income marriage as one where one spouse is primarily the homemaker who might work intermittently over the course of the marriage.
2. The Wife's intermittent work consisted of assisting the Husband in the Singapore company [E] with finances and accounting, preparing forms for reporting purposes, facilitating bank transfers, making name cards and advertisements, and coordinating with suppliers — for which she received CPF contributions. She also assisted with the Chinese company [H] by helping with accounts, making advertisements to market the business, and arranging to settle contractual terms to rent a building owned by [H], with the lease subsequently renewed in 2008. While the Wife helped out in the Husband's businesses and was instrumental in their growth and development, the court found that this did not displace her primary role at home.

Inclusion of business assets — registration lapse does not preserve pre-marital status

3. The Husband sought to exclude his sole proprietorship [B] from the matrimonial pool, arguing it had been in operation since 1982 and was therefore a pre-marital asset. However, ACRA records showed that [B]'s registration had been cancelled at the time of the marriage and was only re-registered in 2009, after the parties married in 2005. The Husband's own counsel confirmed at the hearing that [B] was not registered at the time of the marriage, and the Husband had not shown any evidence that he had been operating [B] in substance during the intervening years when he claimed its registration had lapsed. The court therefore included [B] in the pool. The legal status of a business at the date of marriage — not its historical origins — determines whether it is a pre-marital asset.

Inclusion of business assets — source of funds claim must be supported by evidence

4. The Husband sought to exclude his Chinese company [C] from the pool, arguing that the funds used to capitalise it came from the sole proprietorship, which he claimed was a pre-marital asset. The court rejected this on two grounds. First, the sole proprietorship was not even registered at the time of the marriage and could not have been the source of funds. Second, upon the dissolution of a marriage, all assets are generally treated as matrimonial assets unless a party proves, on a balance of probabilities, that any particular asset was acquired through pre-marital funds. The Husband had not met this burden. The Chinese company was accordingly included in the matrimonial asset pool.

Substantial improvement of pre-marital business assets — small contributions by non-owning spouse can suffice

5. Section 112(10)(a)(ii) of the Women's Charter provides that a pre-marital asset may become a matrimonial asset if it has been substantially improved during the marriage by the other party or by both parties.
6. The Singapore company [E] had been incorporated before the marriage. The Wife argued that she had substantially improved [E] during the marriage (see paragraph 2). The Husband disputed this, arguing that the Wife had not worked for [E] and that what she did was insufficient to constitute substantial improvement. The court found, on the balance of probabilities, that the Wife had worked in [E] — the Husband was unable to explain why she received CPF contributions from [E] if she was not working there.
7. The court applied the principle from *USB v USA* [2020] 2 SLR 588 that substantial improvement of a business asset requires some measurable improvement arising from effort having economic value, and that carrying out administrative or minor public relations activities may not be sufficient. However, following *BUX v BUY* [2019] SGHCF 4, even if the Wife's contributions to [E] could only be said to have contributed in a small way, this would suffice where the Husband had also exerted effort to improve [E], such that it could be regarded as having been substantially improved by both parties. The financial statements for [E] showed an improvement from losses to profits in 2021 and 2022. [E] was accordingly included in the matrimonial asset pool.

Inter-spousal gifts — handwritten note insufficient to show permanent renunciation of beneficial interest

8. The Wife sought to exclude a Singapore property (Property 3) from the matrimonial pool, arguing it was an inter-spousal gift from the Husband to her. She relied on a handwritten note in Mandarin which she claimed had been written by the Husband, stating that he gave Property 3 to her as he did not provide a dowry when he married her. The court found that even taking the Wife's case at its highest, the handwritten note did not evince an intention by the Husband to permanently renounce his beneficial interest in Property 3 — it only admitted that he did not have the money to pay the dowry, and did not expressly state that Property 3 was being gifted to the Wife. Property 3 was therefore included in the pool. The broader principle, drawn from *CLT v CLS* [2021] SGHCF 29 and *Wan Lai Cheng v Quek Seow Kee* [2012] 4 SLR 405, is that unless a donor spouse clearly intends to permanently renounce his or her beneficial interest in the transferred asset, the asset remains part of the matrimonial asset pool upon divorce.

TNL dicta — assets disposed of shortly before and after divorce proceedings

9. The Husband sold his shares in a Chinese company [H] two weeks before the writ of divorce was filed. The Wife sought to add back the sale proceeds of RMB 59 million to the matrimonial pool. The court applied the *TNL v TNK* principle that where one spouse expends a substantial sum during the period in which divorce is imminent, this sum must be returned to the pool if the other spouse is considered to have at least a putative interest in it and has not agreed, either expressly or impliedly, to the expenditure. The court found that the Wife had been involved in the business of [H] — there was evidence she received employment income from it, and the Husband could not explain why she received such income if she was not working there. The shares in [H] were therefore a matrimonial asset, and the sale proceeds were added back to the matrimonial asset pool.
10. A Singapore property (Property 6) was sold after the writ of divorce was filed. The Husband initially told the court that the sale proceeds had been paid into the bank account of [B], but subsequently confirmed this was not the case. The sale proceeds of S\$960,000 were accordingly added back to the matrimonial asset pool.

Competing valuation reports — methodology and logic prevail over recency

11. The parties disputed the valuation of Property 2, a Chinese property owned by the Chinese company [C]. The Wife's valuation was approximately RMB 33.9 million and the Husband's was approximately RMB 17.4 million — roughly half the Wife's figure. The Wife's Chinese solicitors raised two specific criticisms of the Husband's valuation report: first, it applied an unexplained 30% discount to the property's value; and second, it valued Property 2 significantly below comparable judicial auction prices in the same area, without explanation. The Husband's counsel had no response to either criticism at the hearing, and instead argued only that the Husband's report should be preferred as it was the more recent of the two. The court rejected this. Drawing guidance from *The "Dream Star"* [2018] 4 SLR 473 and *Lee Hsien Loong v Review Publishing Co Ltd* [2007] 2 SLR(R) 453, the court held

that in resolving competing valuations, the quality of reasoning and methodology are the key considerations. The court accepted the Wife's updated valuation of RMB 32,528,000.

Adverse inferences — uplift approach — calibrated to nature and scale of undisclosed assets

12. The Wife sought an uplift of 10% to her share of the matrimonial assets, based on a long list of alleged non-disclosures by the Husband. The court found that adverse inferences were warranted in respect of certain undisclosed bank and securities accounts, for which there was documentary evidence in the form of transaction statements, but not in respect of several properties where the Wife had not established a sufficient evidential basis. As it was not possible to quantify the value of the undisclosed accounts, the uplift approach was adopted. The court observed that the quantum of any adverse inference uplift depends on the facts, and in particular on the extent of non-disclosure relative to the value of the disclosed assets. Given that the items for which adverse inferences were drawn related mainly to bank and securities accounts, and that the disclosed assets formed an exceptionally large pool, the court awarded an uplift of only 2% in the Wife's favour.

Division of matrimonial assets — exceptionally large pool — departure from equal division

13. Under the *TNL v TNK* framework, courts tend towards equal division in long single-income marriages. However, the court noted that in moderately lengthy marriages of around 15 to 18 years, the trend is towards awarding the homemaker spouse about 35% to 40% of the assets. The court found this case more comparable to *VIG v VIH* [2021] 3 SLR 1145 and *CLS v CLT* [2022] 2 SLR 1043 — both cases involving exceptionally large asset pools where the bulk of the assets were earned by the working spouse — than to cases such as *UYD v UYE* [2019] SGHCF 20 and *UKA v UKB* [2018] 4 SLR 779, where the wives had made more direct contributions to the businesses forming the asset pool.
14. A key point of distinction from *VIG v VIH* and *CLS v CLT*, however, was that the Wife here had contributed informally to the Husband's businesses in China. The court accepted the Wife's testimony that she had helped the Husband with his businesses in China, drawing on her mastery of the language and her contacts — reviewing documents, procuring consumers and lessees, doing market and investment research, and speaking with external parties. The Husband denied these contributions but did not address the detailed examples raised by the Wife. This justified a departure from the 70:30 ratio awarded in *VIG v VIH* and *CLS v CLT*. The court ordered a division of 65% to the Husband and 35% to the Wife. After applying the 2% adverse inference uplift, the final split was 63% to the Husband and 37% to the Wife.

Key takeaway: Even small contributions by a spouse to the other spouse's pre-marital business can constitute "substantial improvement" under s 112(10)(a)(ii) of the Women's Charter, thereby transforming the business into a matrimonial asset — provided the owning spouse has also exerted effort to improve the asset, such that the improvement can be regarded as having been achieved by both parties jointly.

YIJ v YIK [2026] SGHCF 29

Division of matrimonial assets — dual-income marriage — exceptionally long marriage — legal fees — dissipation — de minimis assets — spousal maintenance for incapacitated former husband — property tax

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

Brief facts: The parties were married on 2 January 1960. Interim Judgment was granted on 4 September 2024, by which time the marriage had lasted more than 64 years. As of the date of judgment, the Husband was 90 years old and the Wife was 89 years old. Their three children were all above 60 years of age, so no custody or child maintenance issues arose. Both parties worked during the first half of the marriage and retired at roughly the same time — the Wife in 1992 and the Husband in 1993. The outstanding Ancillary Matters concerned the division of matrimonial assets, the Husband's claim for spousal maintenance as an incapacitated former husband, property tax, and costs. The only substantial asset was the matrimonial home, valued at S\$5.8 million. The total matrimonial asset pool was S\$5,894,925.97.

Key points:

Division of matrimonial assets — dual-income marriage — structured approach

1. The court applied the *ANJ v ANK* [2015] 4 SLR 1043 structured approach as this was a dual-income marriage. Both parties had worked throughout the first half of the marriage before retiring at roughly the same time.

Legal fees — litigation costs not to be borne by the matrimonial pool

2. The Husband sought to add back the Wife's legal fees to the matrimonial pool. The court confirmed that the legal costs of matrimonial proceedings are not to be borne by the common pool — each party must meet such costs from his or her own share after division. The Wife accepted that most of her legal fees should be added back, but disputed a S\$10,000 payment made to her previous solicitors after the Husband's solicitors sent a letter severing the joint tenancy of the matrimonial home. The court accepted that this S\$10,000 was incurred for advice on the severance rather than on the matrimonial proceedings, and declined to add it back. The remaining legal fees of S\$32,710.45 were added back to the pool.

Bank accounts and dissipation — no speculative addbacks

3. The Husband pointed to a S\$152,000 withdrawal from the Wife's HSBC 482 Account (jointly held with the parties' son), but his own position was that the sum may have gone into another of the Wife's accounts. The court found it unclear what point the Husband was making, as he had advanced no argument — whether by way of claw-back, adverse inference, or otherwise — for adding the sum back to the pool.
4. The Wife alleged that the parties' son had made unauthorised withdrawals from her accounts and that the Husband was complicit. The court rejected this. The Wife's allegation of the Husband's involvement was based solely on the fact that he lived in the same

household, benefited from the son's spending, and drank with him. That was speculative and insufficient to establish collusion.

5. As for the depletion of the 221 Account, the closing balance of S\$232,751.43 from the closed joint account had been deposited into the 221 Account, but by October 2024 only S\$27,341.07 remained. The Wife explained that the 221 Account was held jointly with the parties' eldest daughter, who had made withdrawals for the Wife's expenses and possibly others of which the Wife was unaware. The Husband's own affidavit acknowledged that the eldest daughter had taken control of the Wife's bank accounts. The court accepted the Wife's explanation on the limited evidence before it. To add these sums back into the matrimonial asset pool and divide them as though they remained available would reduce the Wife's share by reference to moneys she could not recover, which would be neither just nor equitable. Only the actual balance of S\$27,341.07 was therefore included in the matrimonial asset pool.

Jewellery and antique cupboard — de minimis items excluded

6. The Husband sought to have the Wife's gold and diamond jewellery and an antique cupboard included in the matrimonial pool. The court declined. Gifts and inherited assets of *de minimis* value may be excluded from the pool, and whether an item is *de minimis* must be assessed against the overall pool of matrimonial assets. Neither party had adduced evidence of the present value of these items. The jewellery consisted of a few chains, bracelets and rings, which the Wife said she wore daily. The antique cupboard was said to be an heirloom passed down from her grandmother. Set against a pool exceeding S\$5.8 million, the court considered these items to be *de minimis* and exercised its discretion to exclude them.

Direct contributions — 50:50 where neither party could prove more

7. The Wife claimed to have financed the matrimonial entirely through the sale proceeds of an earlier property bought under the Teacher's Estate housing scheme. The Husband claimed to have contributed through his retirement fund benefit and a lump sum gratuity from his employer. Neither account was supported by documentary evidence, as both counsel accepted at the hearing. Where the documents fall short of establishing who contributed what, the court must make a rough and ready approximation. Given the lack of proof and the exceptional length of this dual-income marriage — courts recognising that in long dual-income marriages there is little reason not to incline towards equality in the light of the philosophy of marriage as an equal partnership — the court assessed direct contributions at 50:50.

Indirect contributions — 70:30 to the Wife

8. The Wife sought a ratio of 80:20 in her favour. She said that even during the first half of the marriage when both parties worked, she was the main provider — paying for a helper to care for the children, the children's tuition and courses, their weddings and the family's vacations, and giving the parties' son S\$50,000 to start a business that failed. For the second half of the marriage after retirement, she said she funded the household from her monthly

pension of S\$2,402.84, of which she gave the Husband S\$1,200 each month. On non-financial contributions, she said she was the children's primary caregiver while working, helped them with homework and schooling, ran the household, cooked for the family, organised family gatherings, trained and supervised helpers, and later supervised care for the Husband as his mobility declined.

9. The Husband argued that indirect contributions were shared. He said that until retirement the parties pooled their incomes in joint accounts from which all household expenses were paid, and that after retirement the household continued to be funded from their pooled savings. On non-financial contributions, he asserted in general terms that he did his fair share of being involved in the care and upbringing of the children.
10. There was little objective evidence to support either party's claims for the first half of the marriage. For the second half, however, the position was clearer. It was undisputed that the Husband had no income beyond his monthly annuity of S\$485.75, while the Wife had a monthly pension of S\$2,402.84 and gave the Husband S\$1,200 per month for over three decades. The court found the Husband's claim that the household continued to be funded from both of their savings inconsistent with the fact that he had relied on the Wife's monthly pension for over three decades. The Wife also produced payment records for property tax and household outgoings including utilities, cable subscription, the helper's salary and one-off costs such as plumbing works. The Husband produced no comparable evidence.
11. On non-financial contributions, the court preferred the Wife's evidence. Her account of her caregiving and homemaking was detailed and specific in her affidavits. The Husband's evidence was general and lacked particulars — he descended to no specifics of caring for the children, their schooling, their health or their emotional needs. He also did not dispute most of what the Wife said she did for the family, nor did he offer any competing account of his own. The court assessed indirect contributions at 70:30 in the Wife's favour.

No 2% uplift for rent-free occupation of the matrimonial home

12. The Wife sought a 2% uplift on the basis that the Husband had allegedly excluded her from the matrimonial home from March 2025, including by padlocking the gate. The court declined to consider this submission. The allegation of unlawful exclusion had surfaced for the first time in the Wife's written submissions and was not set out in her affidavits. The Husband had not been afforded a fair opportunity to respond on affidavit. No uplift was therefore made.

Final division — 60:40 to the Wife

13. The court gave equal weight to direct and indirect contributions. With direct contributions at 50:50 and indirect contributions at 70:30 in the Wife's favour, the average ratio was 60:40 in the Wife's favour. Applying this to the pool of S\$5,894,925.97, the Wife's share was S\$3,536,955.58 and the Husband's share was S\$2,357,970.39.

Spousal maintenance for the Husband — no maintenance despite incapacity claim

14. The Husband sought maintenance as an incapacitated former husband under s 113(1) of the Women's Charter, or alternatively a 5% to 10% uplift as a lump sum in lieu of maintenance. The court declined to make any order. Both parties were elderly, had no earning capacity, and relied on pensions or payouts. Most significantly, the Husband would receive more than S\$2 million from the division of the matrimonial pool — a sum the court considered more than sufficient to meet the needs of a 90-year-old retiree for the remainder of his life. It was not just or necessary to order the Wife, herself an elderly retiree living on a pension, to pay maintenance.

Property tax — levied on ownership, not occupation

15. The Husband sought to recover from the Wife's share of the net sale proceeds the property tax he had paid on the matrimonial home for the Years of Assessment 2025 and 2026, on the basis that the Wife had moved out and paid nothing towards it. The court applied *TIC v TID* [2019] 1 SLR 180, which held that property tax is levied on the ownership of the property, independent of its occupation or beneficial use. Since the parties continued to hold the matrimonial home as tenants-in-common in equal shares even after the Wife moved out, the property tax for the Years of Assessment 2025 and 2026 was to be borne equally, with adjustments if either party had paid more than their half share.

Key takeaways:

- Legal costs of matrimonial proceedings are not to be borne by the common pool — each party must meet such costs from his or her own share after division. However, legal fees incurred for advice on non-matrimonial issues — such as advice on the severance of a joint tenancy — need not be added back to the matrimonial pool at all. The key question is whether the expenditure was incurred in connection with the matrimonial proceedings themselves.
- In a very long dual-income marriage where neither party can produce documentary evidence of their direct financial contributions, the court will assess direct contributions at 50:50, reflecting the philosophy of marriage as an equal partnership.
- For indirect contributions, a party whose affidavit evidence is detailed and specific will be more credible than one who makes only general assertions without particulars. A party who does not dispute the other's account of their contributions, and offers no competing account of their own, will find it difficult to resist a finding in the other's favour.
- Property tax is levied on ownership, not occupation. A spouse who moves out of the matrimonial home before its sale does not thereby become solely responsible for the property tax — both co-owners continue to bear it in proportion to their ownership shares.

YIR v YIS [2026] SGHCF 31

Division of matrimonial assets — dual-income marriage — company valuations — adverse inference — cryptocurrency and NFTs — dissipation — cumulative use of quantification and uplift approaches — child maintenance

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

Brief facts: The parties were married on 11 June 2016 and divorced after nearly eight years. Interim Judgment was granted on an uncontested basis on 29 April 2024 by reason of the Husband's unreasonable behaviour. There was one Child to the marriage, born in 2016 and aged 10 at the time of the Ancillary Matters hearing. Pursuant to a consent order, joint custody was granted to both parties, with sole care and control to the Wife and liberal access to the Husband. The Wife earned approximately S\$11,000 a month before tax and CPF deductions. The Husband claimed to be unemployed and to have last earned approximately S\$6,000 a month, though this was disputed by the Wife. The contested issues were the division of matrimonial assets and child maintenance. The total matrimonial pool was valued at S\$8,065,790.21.

Key points:

Division of matrimonial assets — ANJ v ANK structured approach

1. It was not disputed that this was a dual-income marriage. The structured approach in *ANJ v ANK* [2015] 4 SLR 1043 therefore applied. The Husband contended for a division of 90:10 in his favour, while the Wife contended for 48:52 in the Husband's favour.

Husband's vehicle — beneficial ownership not displaced by transfer to company

2. The Husband argued that his Mercedes Benz should not be included in the matrimonial pool because it was registered in the name of ADS VG, one of his companies, and *therefore* did not belong to him personally. He further argued that as the vehicle was subject to a hire-purchase agreement with an outstanding redemption sum that outstripped its market value, there was no equity capable of division. The court rejected both arguments. There was no evidence that ADS VG had given any consideration for the transfer of the vehicle, and the vehicle was not listed as one of the company's assets in its financial statements. Critically, the Husband continued to pay personally for expenses related to the vehicle, and the transfer to ADS VG had taken place after the marriage started to break down. The court found that the vehicle was beneficially owned by the Husband and added its net value to the matrimonial pool. As for valuation, the court agreed that the outstanding vehicle loan liability of S\$189,004.99 could not be ignored, and deducted this from the Wife's proposed resale value of S\$428,888, arriving at a net value of S\$239,883.01.

Husband's companies — burden of proof — inconsistent and shifting positions

3. The Husband held shares in approximately seven Singapore-incorporated companies, at least one company in China, a 40% shareholding in a Malaysian company, and possibly companies in Myanmar. In respect of his Singapore companies (including NPL, FPL and

ADS VG), the Husband accepted that they existed but claimed they had no value and should be accounted for as liabilities instead, on the basis that they were either dormant, subject to court enforcement proceedings, or exposed to liabilities rather than holding positive net value. The court found that the Husband generally provided contradictory evidence or no objective evidence to support these assertions.

- (a) In respect of NPL, the Husband had previously deposed that his shares were worth S\$10,000, but later claimed in the Joint Summary that NPL was still facing a claim in HC/OC 479/2022. This assertion was patently false, since the claim had been settled on 7 June 2023 — more than a year before the Husband filed his affidavit — according to the settlement agreement which he himself adduced.
 - (b) In respect of FPL, the Husband adduced an IRAS letter approving a waiver of filing of FPL's Income Tax Return, which stated that the approval was based on a declaration that FPL had not carried out any business activities since 31 December 2024. This was inconsistent with his own case that FPL had been dormant from 31 December 2022. Further, even if the company had become dormant in the sense that it no longer operated actively, that did not explain why a S\$0 value should be ascribed to it. The court valued the Husband's shares in FPL at S\$970,085 using the 2022 financial statements.
 - (c) In respect of ADS VG, the Husband claimed the company faced multiple lawsuits such that its liabilities outstripped its assets, but the company's own financial statements as at 31 December 2024 did not reflect these alleged liabilities and instead showed net current assets of S\$18,369, which the court accepted as the value of the Husband's shareholding.
4. The court drew an adverse inference against the Husband in respect of his Singapore companies generally, on the basis that he had been highly evasive and selective in his disclosure of financial information, had failed to explain numerous gaps and anomalies in the documents he did produce, and had provided unsigned "Declaration Statements" of dubious provenance in respect of certain companies. The court also drew adverse inferences against the Husband in respect of (a) his company in China (supported by a photograph of the Husband holding a China company registration certificate and a Forbes China award for Innovative Entrepreneur 2025) and (b) his 40% shareholding in a Malaysian company (AVGTSB), in respect of which the Husband claimed the company was dormant and had been shut down but provided no supporting documents and gave no explanation as to what happened to his shareholding. However, the court declined to draw an adverse inference in respect of alleged companies in Myanmar, as the only evidence was a TikTok post dated after the Interim Judgment date, which was insufficient to establish a prima facie case.

Luxury assets — adverse inference — quantification approach

5. The Wife submitted that adverse inferences should be drawn against the Husband for his failure to disclose certain luxury assets, primarily high-value watches, and that pursuant to such adverse inferences, the quantification approach in *UZN v UZM* [2021] 1 SLR 426 should be adopted to add the values of these assets back into the matrimonial pool. For an

adverse inference to be drawn, there must first be a substratum of evidence establishing a prima facie case against the person, and that person must have had particular access to the information he is said to be hiding. Where the value of the concealed asset is known or its likely value can be assessed, the quantification approach should be adopted such that the known value of the asset is added back into the matrimonial pool.

6. The court drew adverse inferences in respect of several luxury watches. In relation to the Patek Philippe 5764R, the Husband's response was not that he did not own the watch, but that he had disposed of all documents relating to its purchase or sale. The court found this evidence unsatisfactorily vague and deliberately so — given that this was an expensive luxury item, it was inconceivable that the Husband had retained no documents at all in relation to his possession and disposal of the watch. The same approach was applied to the Richard Mille 010 (S\$215,000), the Rolex GMT Master (S\$49,000), and the Richard Mille x Rafael Nadal 2015 RM 035 (S\$619,378). The Wife used a combination of photographs, social media posts and Carousell listings to establish the Husband's ownership of the undisclosed watches and to value them. In each case, the Husband claimed to have lost all documentary evidence and denied owning the Carousell account on which the watches were listed, asserting that he had only one Carousell account with S\$6,020 in all-time earnings. The court found his evidence unbelievable, since his own affidavit had disclosed another Carousell account on which luxury goods were listed. The Carousell listings provided a useful basis for valuation in any event.
7. The court also included the Laguna Country Club membership (S\$120,000) in the matrimonial pool. The Husband had included the membership fees in his list of expenses in his affidavit without disclosing the membership itself as an asset. He claimed the membership had been cancelled due to non-payment of fees, but produced no evidence of this. The court also added back S\$15,806.80 representing the aggregate of the Husband's credit card expenditure at various luxury stores, which the Husband claimed were holiday gifts for his mother but for which he had no evidence.

Cryptocurrency and NFTs — expert evidence — adverse inference

8. The Husband's cryptocurrency holdings accounted for approximately 47% of the entire matrimonial pool. The Wife's case was that the Husband derived his main source of income from trading in cryptocurrency and Non-Fungible Tokens (NFTs). She engaged an expert, Mr Lin Yun Heng, to trace the Husband's NFT and cryptocurrency transactions. The Wife referred five distinct NFTs to Mr Lin, which the Husband had posted on his social media. As NFTs are unique digital assets representing ownership of a specific item or content, the Husband's social media posts showed that he owned these NFTs. Tracing these NFTs, Mr Lin found that they interacted with three primary wallets, from which he inferred that these wallets belonged to the Husband. That the three wallets belonged to the Husband was further supported by the fact that they all used the same unique Binance Deposit address — cryptocurrencies and NFTs from all three wallets were transferred to the same Binance

account, presumably for sale for cash. Mr Lin found a cumulative inflow of US\$3,801,681 from the three wallets into that Binance account.

9. The court was satisfied that the Wife had established at least a substratum of evidence showing that the Husband had an amount of US\$3,801,681 in his Binance account which he had failed to disclose. The Husband's argument that the Wife had no proof of his purchase of the NFTs did not assist him, since the Wife only needed to show a prima facie case for an adverse inference to be drawn. The Husband had also implicitly admitted ownership of the NFTs in one of his affidavits, stating that the assets had been sold at a loss and that he had no documentary evidence of the sale. His argument about his accounts having been "hacked" was also rejected, as the alleged hacking incident occurred in December 2020, whereas the relevant cryptocurrency and NFT transactions took place between April 2021 and November 2024. The court accepted the Wife's submissions and added S\$3,865,220.03 into the matrimonial pool, derived by deducting US\$805,386.40 (used to purchase the NFTs) from the cumulative inflow figure of US\$3,801,681 and applying an exchange rate of US\$1:S\$1.29.

Dissipation of assets — TNL v TNK dicta

10. The Husband made four transfers totalling S\$440,000 to his mother, Mdm Chen, between 26 April 2024 and 29 April 2024, claiming these were repayments of loans totalling S\$759,650. The Wife contended this was dissipation, noting that the transfers were made in the month after divorce proceedings commenced and that the alleged repayments exceeded the alleged amount borrowed — the Husband had previously alleged that Mdm Chen had lent the parties S\$314,304 while exhibiting loan documents showing a total loan amount of only S\$244,904.53.
11. The court applied the *TNL v TNK* [2017] 1 SLR 609 dicta, which provides that if, during the period when divorce proceedings are imminent or after Interim Judgment, one spouse expends a substantial sum — whether by way of gift or otherwise — that sum must be returned to the asset pool if the other spouse has at least a putative interest in it and has not agreed to the expenditure. This applies regardless of whether the expenditure was a deliberate attempt to dissipate matrimonial assets or was for the benefit of children or other relatives. The Husband had not adduced any evidence of the Wife's consent to the alleged loan repayments, and the court found that the sum of S\$440,000 should be returned to the matrimonial pool. Similarly, a transfer of S\$49,717 to one Chia Hwee Kiat was made on the very day that Interim Judgment was granted. The Wife did not know who Chia was, nor had the Husband ever mentioned this loan to her during the marriage. Given the absence of any evidence of the Wife's consent, the amount of S\$49,717 was also added back to the matrimonial pool.

Direct financial contributions (DFC) — adverse inference sums excluded from DFC calculation

12. As a matter of principle, the Court of Appeal in *UZN v UZM* held that where an additional sum had been included in the matrimonial pool by virtue of an adverse inference against a

party rather than by disclosure by him, that party was not entitled to credit for it in the computation of the contribution ratio. However, *UZN v UZM* makes it clear that this principle applies only to sums added to the matrimonial pool as a result of an adverse inference, and not to every item in respect of which a party may have provided incomplete or inconsistent evidence or belated disclosure. Accordingly, the court excluded only those sums added to the matrimonial pool by virtue of an adverse inference against the Husband. Following this approach, the court arrived at a DFC ratio of 93:7 in the Husband's favour.

Indirect contributions — Wife as primary caregiver

13. Despite the various allegations made by the Husband in his affidavits, the court found that the Wife had adduced considerably more — and more credible — evidence of her involvement in caring for the Child and the household. She had adduced objective documentary evidence of her payment of various expenses related to the Child, the domestic helper and household utilities, and had taken care of household chores and given instructions to the domestic helper. Taking a broad-brush approach, the court accepted the Wife's submission for an indirect contributions ratio of 60:40 in her favour.

Adverse inference — cumulative use of quantification and uplift approaches

14. In *UZN v UZM*, the Court of Appeal explained that there were two approaches to give effect to an adverse inference: the quantification approach and the uplift approach. The court noted that in some cases, both approaches have been employed cumulatively, and that this cumulative approach may be appropriate where there is a real possibility that the non-disclosing spouse had concealed assets exceeding the known sum.
15. In this case, notwithstanding that the quantification approach had already been employed in relation to the Husband's cryptocurrency, the court found that the Husband had deliberately concealed information regarding his Singapore companies, his companies in Malaysia and China, and his Trust Bank account, and that as a result of his concealment, there was no evidence to make a finding on the value of these concealed assets. The uplift approach was therefore used to give effect to the adverse inferences drawn in respect of these items. Taking into account the aggregate value of the matrimonial pool, the court found it just and equitable to award the Wife a 7% uplift on her share of matrimonial assets, amounting to slightly over S\$560,000.

Final division

16. Taking into account the 7% uplift, the court concluded that a just and equitable division ratio was 59.5:40.5 in the Husband's favour. The Husband was entitled to 59.5% of S\$8,065,790.21 (being S\$4,799,145.17) and the Wife was entitled to 40.5% (being S\$3,266,645.04). After deducting the S\$214,824.69 already held by the Wife as her own assets, the Husband was ordered to transfer S\$3,051,820.35 to the Wife within six months.

Child maintenance — reasonable needs standard — not tied to historical standard of living

17. The Wife sought monthly child maintenance of S\$9,345.92, based on a total estimate of S\$12,297.27 in monthly expenses for the Child, apportioned according to the parties'

respective incomes. The court noted that the standard of living enjoyed by the Child is a consideration that the court will have regard to, but it is only one consideration. The overarching inquiry for child maintenance is what is "reasonable", and the courts have consistently held that this is an objective inquiry which is not simply tied to the parents' wealth or their ability to indulge their children in luxuries. Wealthy parents may indulge their children beyond their reasonable needs, but the court is only concerned with what a child in the circumstances reasonably needs. Specifically in relation to the previous standard of living enjoyed by a child of the marriage, the fact that parties paid for certain items during the marriage does not automatically render such expenses reasonable expenses for the purposes of determining maintenance.

18. Applying these principles, the court found the Wife's estimate of S\$12,300 in monthly expenses to be objectively extravagant and unrealistic for a Primary 4 student in a local school. A number of the individual items did not constitute reasonable expenses for a ten-year-old child — for example, the item of nearly S\$4,000 per month for "holidays / travel", and the provision for maintaining a private car for the Child's travel within Singapore, which was objectively a luxury given that the Child's school bus fees were already included as a separate item. The court assessed the Child's reasonable monthly expenses at S\$5,609.37.
19. As to the share each party should bear, the court noted that while parties' income is a relevant factor, the starting point is that both parents are under a joint and equal duty to maintain their children. The court found no reason why the Wife would be unable to contribute equally to the Child's maintenance, particularly given that she was receiving 40.5% of the matrimonial pool with a transfer of over S\$3 million to be made to her within six months. The court ordered each party to bear 50% of the Child's reasonable monthly expenses, with the Husband to pay S\$2,804.69 per month.

Key takeaways:

- Where a spouse has concealed assets of known or ascertainable value, the quantification approach should be used to add those values back into the matrimonial pool. Where the value of the concealed assets cannot be determined, the uplift approach should be used instead. Both approaches may be used cumulatively where there is a real possibility that the non-disclosing spouse has concealed assets exceeding the known sum.
- A child's accustomed lifestyle during the marriage is only one factor in determining child maintenance. The courts will not simply replicate pre-divorce expenditure patterns if those patterns reflect parental indulgence rather than the child's genuine reasonable needs. The inquiry is objective — what does a child in the circumstances reasonably need — and is not determined solely by the financial capabilities of the parents.

XON v XOM [2026] SGHCF 30

Division of matrimonial assets — custody — child maintenance — special needs children — spousal maintenance — TNL v TNK dicta — adverse inference — indirect contributions

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

Brief facts: The parties were married on 21 May 2016 and divorced after approximately seven years. Interim Judgment was granted on 4 July 2023. They had three Children: E (aged 10), V (aged 8) and A (aged 7). Two of the Children had suspected special needs — E showed signs of dyslexia and possible ADHD, while A had delays in speech development and was attending speech therapy. The Wife also had a son from a previous marriage, L. The Husband had two adult children from a previous marriage. The District Judge ("**DJ**") dealt with custody, care and control, access, child maintenance, spousal maintenance and division of matrimonial assets. Both parties appealed to the High Court, and both were self-represented on appeal. The Husband's appeal (DCA 46) concerned mainly child maintenance and the division of matrimonial assets. The Wife's appeal (DCA 94) challenged essentially the whole of the DJ's decision.

Held, allowing both appeals in part:

Child maintenance — no "top-down" reasonableness test — rental not spousal maintenance by proxy

1. The DJ had ordered the Husband to pay the Wife S\$8,638.72 per month in child maintenance, comprising individual amounts for each of the three Children and S\$3,375 as the Children's share of the rental, for which the Husband was solely responsible. The Husband argued that the total quantum was excessive when measured against the median monthly income in Singapore, and that the DJ had failed to conduct a "top-down" reasonableness test. The court rejected both arguments. There is no mandatory "top-down" reasonableness test in Singapore family law. The relevant inquiry under s 69(4) of the Women's Charter 1961 is the children's reasonable needs, the parents' means and station in life, and the children's standard of living before maintenance was refused or reduced. There is no basis to adjust the quantum of maintenance ordered for being excessive when measured against the median monthly income in Singapore.
2. The court also rejected the argument that including household expenses such as rental in the children's maintenance amounted to spousal maintenance by proxy. It is common practice for the court to build a portion of household costs into the quantum of maintenance for children. The Husband's own proposed computation of the children's expenses also included a component for household expenses.

Child maintenance — Husband's liabilities not taken into account when determining ability to pay

3. The Husband argued that the maintenance obligation was unsustainable because, after tax and debt servicing, it consumed approximately 72% of his disposable income of S\$14,709.90. The court rejected this. The DJ had calculated the Husband's average monthly

disposable income at around S\$24,000, based on his IRAS Notices of Assessment and after deducting his income tax liabilities. The court found this to be a sound method. The discrepancy between the Husband's claimed net monthly salary and the DJ's finding arose from the Husband's debt servicing obligations. The court declined to take these into account. A parent's statutory duty to maintain his children under s 68 of the Women's Charter cannot be displaced by his outstanding liabilities. Even on the Husband's own figures, the monthly maintenance of around S\$10,471 after reimbursements was less than half of his take-home pay of around S\$24,000.

Child maintenance — all expense categories to be apportioned consistently in accordance with parties' incomes

4. The DJ had apportioned most child-related expenses between the parties at 81:19 based on their respective incomes, but had ordered the Husband to bear 100% of the children's share of rental and insurance premiums without explanation. The court held that all child-related expenses, including rental and insurance, should be apportioned in the same 81:19 ratio. The maintenance of children should be apportioned in accordance with the financial capabilities of the parents, among other factors. The Wife was therefore required to bear 19% of the children's insurance premiums and 19% of the children's rental share, amounting to a total of S\$711.56. The Husband's monthly payment to the Wife for the children was accordingly reduced from S\$8,638.72 to S\$7,927.16, before reimbursements for therapy, medical, dental, school and agreed expenses.

Child maintenance — Wife's actual income used, as caregiving constrained her ability to earn more

5. The Husband argued that the DJ should have imputed a higher earning capacity to the Wife when apportioning child maintenance, given that she was qualified, employable and 12 years younger than him. The court rejected this. Although the Wife's current income did not fully reflect her earning capacity, she was the primary caregiver of three young children and needed to send some of them to therapy sessions during office hours. She was not staying in her current job out of an unwillingness to find a better-paying job, but because her current job provided her with the flexibility necessary to care for the Children. It was therefore appropriate to use the parties' actual salaries as reflected in their IRAS Notices of Assessment for apportioning maintenance.

Child maintenance — holidays and birthdays are luxuries, not reasonable maintenance

6. The Wife argued that the DJ's maintenance quantum did not reflect the Children's real needs, and that holiday and birthday expenses should have been included. The court rejected this. Expenses related to birthdays, holidays and festivities are luxuries which a parent should not be compelled to pay as part of reasonable maintenance under s 68 of the Women's Charter. These are expenses that parents may contribute out of goodwill and affection towards the children, but they do not form part of the reasonable maintenance of children.

Child maintenance — no maintenance for stepchild L

7. The Wife argued that the Husband should be ordered to maintain L, her son from her previous marriage. The court rejected this. The Wife had not sought maintenance for L in the Ancillary Matters hearing below. In any event, under s 70(1) of the Women's Charter, the duty to maintain a child accepted as a member of the family arises only so far as the child's father or mother fails to do so. The Wife acknowledged that both she and L's father maintained L. Further, under s 70(2), the duty ceases if the child is taken away by his or her father or mother. L was not living with the Husband, having been taken away by his mother.

Custody — joint custody maintained — acrimony alone insufficient for sole custody

8. The Wife sought sole custody, arguing that joint custody was unworkable because the parties could not cooperate. The court rejected this. Acrimony alone is not sufficient to justify a sole custody order. Even if the parties harbour animosity towards each other, the preferable position is joint custody to preserve the concept of joint parental responsibility. The parties were still able to communicate and cooperate at least to some extent — for example, updating each other when one parent had booked a private hire vehicle to send the Children to the other parent's residence, and the Husband responding to the Wife's emails on reimbursable expenses. There was no evidence that the Husband had abused the Children.
9. However, the Wife succeeded in part on this issue. The DJ had given the Wife the final say on educational and therapeutic interventions after consultation with the Husband, but not expressly on medical matters. The court accepted that for children with special needs, educational, therapeutic and medical decisions may be intertwined — for example, whether medication prescribed for a child's ADHD was a "therapeutic" or "medical" matter. The order was amended to extend the Wife's consultation obligation and final say to medical matters as well, with a stipulated deadline of seven days for the Husband to respond to the Wife upon consultation.

Access — liberal access maintained despite Husband not exercising it regularly on weekdays

10. The Wife argued that liberal access should be removed because the Husband exercised access sporadically. The court rejected this. The court does its part in fostering parent-child relationships by ordering generous access, but it is up to the parent to exercise his or her access rights. Relationship building between a parent and a child requires time, effort and patience and is not amenable to judicial commands. It would not be appropriate to "punish" the Husband by revoking his access rights because he had not exercised weekday access as often as expected.

Division of matrimonial assets — adverse inference against Wife not drawn

11. The Husband argued that an adverse inference should have been drawn against the Wife because the DJ had found her lifestyle suspicious and drawn an "ordinary inference" that she had more income than she disclosed. The court rejected this. There was no evidence of

concealed accounts, concealed assets or a separate source funding the Wife's lifestyle. Payments from a company called "Golden Panther" in which the Wife was involved had been deposited into her bank accounts, which had been disclosed. The Wife's spending was funded entirely by her salary payments and payments from Golden Panther. There was no indication of any other source of funding. The court also clarified that an "ordinary inference" — a simple deduction from available evidence — is distinct from an adverse inference, which requires a substratum of evidence establishing a prima facie case of concealment. The DJ had explicitly declined to draw an adverse inference against either party.

Division of matrimonial assets — Husband's 2023 bonus — part added back as not for run-of-the-mill family expenses

12. The Husband challenged the addition of S\$57,123 from his 2023 bonus back into the matrimonial pool. The court rejected this challenge. The Husband had received a net bonus of S\$84,519 in March 2023. The DJ accepted that S\$27,396 had been spent on expenses to which the Wife could be taken to have impliedly consented, such as expenses for the Children and the domestic helper. The balance of S\$57,123 was not shown to have been spent on run-of-the-mill family expenses. The burden lies on the party who expended the substantial sum to prove that it should not be added back into the pool. The Husband failed to discharge this burden.

Division of matrimonial assets — Husband's liabilities properly deducted

13. The Wife argued that the DJ should not have deducted the Husband's UOB liabilities of S\$43,426.94 from the pool. The court rejected this. The division of matrimonial assets under s 112(1) of the Women's Charter involves a division of net matrimonial assets, and debts proven to exist at the time of the IJ may be deducted. The loans had been taken during the marriage when the Children were very young, and the Wife did not show that the loans were not incurred bona fide or for the benefit of the family. The passive spouse must "take the good as well as the bad", and the burden is on the passive spouse to show that such loans were not taken for the benefit of the family.

Division of matrimonial assets — superannuation account excluded as pre-marital asset

14. The Wife argued that the Husband's superannuation account should have been included in the matrimonial pool because it had increased in value during the marriage. The court rejected this. The parties agreed that all contributions to the superannuation account were made before the marriage, and there were no contributions during the marriage. Mere increase in value does not transform a pre-marital asset into a matrimonial asset. For a pre-marital asset to be "transformed" into a matrimonial asset, it must have been substantially improved during the marriage by the other spouse or by both spouses, or used for family purposes.

Division of matrimonial assets — 2022 and 2024 bonuses excluded

15. The Wife argued that the Husband's 2022 and 2024 bonuses should have been included in the matrimonial pool. The court rejected both arguments. The 2022 bonus had likely been spent well before December 2022, and there was no allegation that the Husband was concealing it. The 2024 bonus was received in March/April 2024, after the IJ. While the court has discretion to depart from the IJ date as the operative date for identifying matrimonial assets, this was not an exceptional case warranting such a departure. The 2024 bonus did not constitute a large proportion of the total pool of matrimonial assets, and the Wife's direct financial contributions towards the pool were almost 40%. This was unlike *ARY v ARX* [2016] 2 SLR 686, where the court had included the post-IJ earnings because the matrimonial pool had grown by approximately 50% in the intervening period and the wife had only made 27% of the direct financial contributions.

Division of matrimonial assets — income tax liability — no double-counting

16. The Wife argued that the Husband's unpaid income tax liability had been double-counted because it was deducted both when assessing his maintenance capacity and from the matrimonial pool. The court rejected this. The regime of division of matrimonial assets under s 112 of the Women's Charter is separate from the regime of child maintenance under s 69. It was proper to deduct income tax when determining disposable income for maintenance purposes, and also proper to deduct outstanding tax liabilities when determining the net matrimonial pool. The DJ had in any event deducted income tax liability for both parties when assessing their respective incomes for maintenance purposes.

Division of matrimonial assets — indirect contributions revised upwards for Wife as primary caregiver of special needs children

17. The DJ had assessed indirect contributions at 48:52 in the Wife's favour, yielding a final division ratio of 55:45 in the Husband's favour. The court found that 52% did not sufficiently reflect the Wife's indirect contributions. She was the main caregiver of three young Children, including two with suspected special needs, and managed their medical appointments, education and extra-curricular activities, as well as attending all therapy sessions. She managed the family's domestic helper and ran the household. She was much more involved in the Children's day-to-day activities while the Husband managed a full-time job. She had also made indirect financial contributions by contributing S\$2,000 to a joint account on a monthly basis. The court revised the indirect contributions ratio to 40:60 in the Wife's favour, yielding a final division ratio of 51:49 in the Husband's favour. Given the total pool of S\$322,945.36, the Wife was entitled to S\$158,243.23. As she already held net assets of S\$122,941.11, the Husband was ordered to pay her S\$35,302.12.

Spousal maintenance — nominal maintenance refused

18. The Wife sought nominal maintenance to preserve her right to apply for substantive maintenance should circumstances change in the future. The court rejected this. Nominal maintenance is not ordered as a matter of course, and it does not suffice for a wife to argue, without more, that her situation might change in the future. The Wife was working and had

worked for a large part of the marriage. Her expenses had increased from the time of the interim maintenance application in 2023 to the Ancillary Matters hearing in 2024, and she appeared able to fund her increased expenses even in the midst of divorce proceedings.

Key takeaways:

- When assessing child maintenance, the court will not adopt an abstract benchmark such as national median income. The relevant inquiry is the children's reasonable needs and the parents' means.
- Where the court apportions child-related expenses between parents based on their income ratio, it should apply that ratio consistently across all categories of expenses, including rental and insurance premiums, unless there is good reason to depart from it for a specific category. A financially stronger parent should not be made to bear selected categories of child expenses without good reason.
- Where a parent's current income does not fully reflect his or her earning capacity, but the shortfall is attributable to caregiving responsibilities rather than voluntary underemployment, the court will use actual income rather than imputed earning capacity when apportioning child maintenance.
- Primary caregiving of children with special needs may warrant a higher indirect contributions ratio, particularly where the caregiver is substantially more involved in the children's day-to-day care, medical appointments, therapy and education.

YJO v YJP [2026] SGHCF 33

Division of matrimonial assets — long single-income marriage— valuation date — unexplained depletion — gift to adult child— dissipation — joint account with child — inheritance — inheritance — post-IJ mortgage repayments

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

Brief facts: The parties married on 16 May 1994 and had two adult daughters, C1 (aged 29) and C2 (aged 24). Both parties were 59 years old at the time of the judgment. The Wife was unemployed, and the Husband was employed as a Managing Director of a company (Company A).

Divorce proceedings were filed by the Husband on 7 June 2023. Interim Judgment was granted on 20 September 2023 on an uncontested basis, on the ground that the parties had been separated for more than four years. The marriage therefore lasted approximately 29 years and 4 months. The outstanding Ancillary Matters concerned the division of matrimonial assets and maintenance for the Wife. The total matrimonial pool was valued at S\$5,490,113.99.

Key points:

Long single-income marriage — equal division

1. The parties agreed that this was a long single-income marriage and that the approach in *TNL v TNK [2017] 1 SLR 609* applied. In such cases, the courts tend towards an equal

division of matrimonial assets, though this is not an immutable rule and the specific facts of each case must be considered. Taking a 50:50 split as the starting point, the court considered whether any adjustment was warranted.

2. Having reviewed the evidence, the court did not find this to be a case warranting a departure from the starting position of a 50:50 split. Over the 29-odd years of the marriage, both parties had contributed to the marriage in their own way and, broadly speaking, equally. For the most part, the marriage was an equal partnership between a spouse who was primarily the breadwinner and the other spouse who was primarily the homemaker. The matrimonial assets were accordingly divided 50:50.

Burden of proving that assets acquired during marriage should be excluded

3. The starting point is that amounts in a bank account are a matrimonial asset if the monies were acquired during the marriage, pursuant to s 112(10)(b) of the Women's Charter 1961. The party seeking to exclude such monies bears the burden of proving that they belong to a third party and should for that reason be excluded from the matrimonial asset pool.
4. The Husband sought to exclude S\$551,097.85 in a UOB bank account, claiming that the money constituted "leverage funding" belonging to his employer, Company A and was due for return to it. The Husband's explanations of what "leverage funding" meant were vague and inconsistent across his affidavits. In one affidavit, it was described as monies "to incentivise various segments of the leisure and entertainment fraternity"; in the same affidavit, it was described as "business growth funds"; and in a letter from the Chairman of Company A, it was described as funds required for disbursement "at short notice" or as "cash incentives payments to others in the industry". These varying explanations were simply incoherent and appeared to have been deliberately left vague.
5. The letter from the Chairman of Company A adduced by the Husband was vague and did not specify the amount disbursed to the Husband for "leverage funding". There was also no explanation as to why Company A needed to disburse the "leverage funding" in the guise of salary payments to the Husband, as opposed to simply depositing these monies directly into the UOB account.
6. More than half of the S\$550,000 in the UOB account was held in fixed/structured deposit accounts, which undermined the Chairman's claim that these monies were intended for disbursement "at short notice".
7. The entire S\$551,097.85 was therefore included in the matrimonial asset pool.

Court may depart from the usual valuation date where unexplained depletion occurs

8. Although the general position is that assets are valued at the date of the Ancillary Matters hearing, the court has the discretion to depart from this position where the facts warrant. The Husband held an AIA life/investment policy worth S\$84,946.24 in February 2024, but only S\$41,609.11 as at April 2026 — a drop of approximately 50%. The Husband did not dispute that he continued to pay the premiums on this policy, and ordinarily the surrender value of such a policy would increase over time. He offered no explanation for the

significant decrease in value. The court therefore adopted the earlier value of S\$84,946.24 as at 24 February 2024.

Gift to adult child — presumption of advancement

9. The Husband sought to include a vehicle used by C1 in Australia as his matrimonial asset because he had paid for it. The court accepted the Wife's submission that the vehicle was a gift to C1, relying principally on the Husband's own affidavit stating that he had purchased the car "for" C1. Further and in any event, even if the Husband's affidavit evidence were disregarded, the absence of direct evidence in the parent-child context would engage the presumption of advancement, such that the vehicle may be presumed to be a gift to C1. The vehicle was therefore excluded from the matrimonial pool.

Unexplained withdrawal shortly after commencement of divorce added back

10. The Wife highlighted that S\$40,000 was withdrawn from the Husband's bank account a few days after the Writ of Divorce was filed, and submitted that this represented a dissipation of assets. The Husband claimed the amount was used for work-related expenses, but the court did not find this credible. While a larger sum of S\$284,810 had been withdrawn from another account across 229 transactions generally involving sums of S\$1,000 to S\$2,000, the same could not be said of the single S\$40,000 cash withdrawal, which the Husband failed to explain. The sum was accordingly added back into the matrimonial pool.

Joint bank accounts with children — children were the beneficial owners

11. The Wife held separate joint POSB accounts with each daughter. The Husband argued that the monies in these accounts originated from him or the parties' joint funds and were therefore matrimonial assets. The court rejected this, noting that the matrimonial asset is the money in the account, not the account itself.
12. There was evidence that both parties treated the account held jointly with C1 as belonging to C1. For example, the Husband consistently deposited C1's monthly allowance of S\$2,000 and her birthday gift of S\$1,907 into this account. The Wife also treated it as C1's solely owned account when she retrieved S\$30,000 from it to place in a fixed deposit for C1's benefit, thereafter returning S\$31,155 to the account. The monies were therefore beneficially owned by C1 and excluded from the matrimonial pool. Withdrawals from this account to C1's Commonwealth bank account did not constitute dissipation by the Wife. The same conclusion was reached in respect of the joint account with C2, where C2 was the primary user and the Husband routinely deposited her allowance into the account.

Assets acquired with inherited funds remain excluded where traceable

13. The Wife purchased Singapore Savings Bonds in July 2018 using monies from a bank account into which she had received inheritance from her late parents. The Husband argued that the bonds were not purchased with inheritance monies because the inheritance had subsequently been expended and marital funds had been commingled in the account. The court found these submissions irrelevant. On the Husband's own analysis, there was no

commingling or depletion of the inheritance monies prior to February 2019 — after the bonds had already been purchased. The bonds could therefore be directly traced to inheritance monies, had not been substantially improved during the marriage, and were excluded from the matrimonial pool pursuant to s 112(10) of the Women's Charter.

Post-IJ mortgage repayments — reimbursement

14. After the Interim Judgment, the Husband continued servicing the mortgage on the matrimonial home using his own monies. His bank accounts were valued as at 30 September 2023, whereas the matrimonial home was valued as at 28 February 2026. The Husband's post-IJ repayments therefore directly increased the net value of an asset that was subsequently divided equally between the parties.
15. The court held that once Interim Judgment is granted, the marital partnership has for all practical purposes come to an end. Just as the Wife was no longer expected to contribute as homemaker after the Interim Judgment, the Husband could not be expected to make unilateral economic contributions to the terminated partnership. Having reaped the benefit of the increased equity, the Wife should also share its cost. The Wife was accordingly ordered to reimburse the Husband 50% of the actual mortgage repayments made from October 2023 to February 2026, being the period between the valuation dates of his bank accounts and the matrimonial home.

Key takeaways:

- A court may depart from the usual valuation date for an asset where there has been an unexplained and significant drop in its value close to the Ancillary Matters hearing. A party who continues paying premiums on an insurance policy but cannot explain a 50% reduction in its surrender value may find the court adopting an earlier, higher valuation.
- The matrimonial asset is the money in a joint bank account, not the account itself. Where the evidence shows that both parties treated a joint account with a child as belonging beneficially to that child — for example, by depositing allowances and gifts into it — the monies will be excluded from the matrimonial pool.
- Where one party makes post-IJ mortgage repayments that increase the net value of the matrimonial home, and the other party benefits from that increased value in the division of assets, it may be just and equitable for the cost of those repayments to be shared between the parties in the division ratio.

2. Wills and Succession

YHJ v YHK and others [2026] SGHCF 28

Succession and Wills — Testamentary capacity — role of expert evidence — knowledge and approval — suspicious circumstances — undue influence

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

Brief facts: The Deceased was a highly successful businessman who operated through a sole proprietorship and four private limited companies, amassing a sizeable fortune and purchasing a total of 11 properties. He was married to his wife M, who had dementia and was certified to have lost mental capacity on 7 August 2020. The Deceased had three biological children — C1 (elder daughter), the Plaintiff (biological son) and the 2nd Defendant (younger daughter) — and one adopted son (the 3rd Defendant). C1 had been estranged from the family since 2001. She had two sons from her first marriage — the elder son, GS1, and the younger son, the 1st Defendant. Both had been left to the care of the Deceased and M when C1 remarried. The 1st Defendant moved in with the Deceased and M in 2001 when he was 11 years old, while GS1 had already been staying with them sometime before. The Deceased and M thus helped to raise both grandsons.

During his lifetime, the Deceased had executed five wills. The fifth and final will ("**the 5th Will**") was executed on 26 November 2020 when the Deceased was 92 years old, less than three months before his death. It was prepared with the assistance of Mr Tan, a will writer at SimplyWills Pte Ltd who was not legally trained. On 9 July 2020, the Deceased had been diagnosed with Parkinson's disease with cognitive decline and had experienced episodes of memory loss, hallucinations and delusions.

Under the 5th Will, the Plaintiff was appointed as sole executor and received a substantially greater share of the estate than under the previous wills. Crucially, the devise to the 1st Defendant and his elder brother GS1 were swapped. Under the 5th Will, the 1st Defendant was to receive Property D if M predeceased the Deceased, while GS1 was to receive Property L. As Property D was held in joint tenancy by the Deceased and M, M became its sole owner by survivorship upon the Deceased's death, and the conditional devise of Property D to the 1st Defendant therefore did not take effect. Under the terms of M's own mirror will, GS1 was named as the devisee of Property D. The result was that the 1st Defendant received neither of the two neighbouring properties, while GS1 received both.

The Deceased's relationship with the 2nd Defendant had deteriorated significantly by the time the 5th Will was executed. The main source of their conflict was the intended sale of Property M, one of the properties jointly owned by the Deceased and M. After M lost mental capacity, the Deceased decided to sell Property M, but the 2nd Defendant, acting as the donee of M's LPA, refused. By November 2020, the parties were communicating through lawyers' letters, and the Deceased had grown increasingly aggrieved with both the 2nd and 3rd Defendants over several incidents.

The 1st Defendant challenged the 5th Will on three grounds: that the Deceased lacked testamentary capacity; that he did not know and approve of its contents; and that it was procured by the Plaintiff's undue influence. The 2nd and 3rd Defendants did not contest the validity of the 5th Will.

Key points:

Testamentary capacity — the ultimate question is functional capacity on the day, not a retrospective medical diagnosis

1. The court emphasised that the key question was not whether the Deceased could retrospectively be assigned a particular medical diagnosis. It was whether, on 26 November 2020, he understood that he was making a will and its consequences, had a sufficient appreciation of the property he was disposing of, could appreciate the claims of the potential beneficiaries, and was free from any abnormal state of mind which distorted his judgment.
2. The court heard from two expert witnesses with opposing views. The Plaintiff's expert, Prof Kua, concluded that the Deceased had Parkinson's disease with mild cognitive impairment and no evidence of dementia, and that notwithstanding the side effects from his medication, the Deceased retained testamentary capacity to execute his last will. The 1st Defendant's expert, Dr Tan, took the contrary view, placing significant weight on the Deceased's MMSE scores of 17/30, his poverty of speech, and an arithmetic error in the instructions given for the 5th Will (the Deceased had instructed Mr Tan to split one property into three equal parts of 40% among three beneficiaries), which Dr Tan considered inconsistent with the abilities of an astute businessman.
3. The court preferred Prof Kua's evidence. Prof Kua's overall analytical approach was found to be more persuasive — he appropriately treated the MMSE as a screening tool which could not by itself establish dementia, and correctly noted that the diagnosis of dementia requires a whole catalogue of symptoms and a physical examination. By contrast, Dr Tan placed substantial weight on the MMSE scores and applied the relevant benchmarks in a manner the court found speculative.
4. In particular, Dr Tan's opinion that the Deceased should have been expected to score at least 28/30 on the MMSE was premised on the assumption that, although the Deceased had received only a primary school education, his business success meant that he should be treated as having attained the equivalent of a secondary school education. The court found there was insufficient basis for that assumption. The benchmark of 28/30 was drawn from a study on the Singapore Chinese population which posited that anyone with at least a secondary school education should not score below 28/30 on the MMSE. Dr Tan's application of that benchmark to the Deceased therefore required him to first assume that the Deceased's level of education was equivalent to secondary school level — an assumption the court was not prepared to accept without more.
5. The court also noted that Dr Tan's later report stated that *if* the Deceased had been diagnosed with dementia, the MMSE score would indicate moderate dementia — the word "if" suggesting tentativeness and hedging rather than an assertive opinion, and leaving unanswered what the MMSE score would suggest if no dementia was diagnosed. Prof Kua's opinion was also more consistent with the medical evidence from the Deceased's attending doctors, none of whom had diagnosed him with dementia.

6. The court emphasised the limits of expert evidence in this context. The evidence of experts should not be held to outweigh that of eye-witnesses who had opportunities for observation and knowledge of the testator. The court must consider the totality of the evidence as a whole, comprising both factual and medical components. In circumstances such as the present, the evidence of those present when the testator gave instructions for the will is of considerable weight.
7. The court found the evidence of the independent witnesses present on the day of execution to be consistent and compelling. These were N (the Deceased's nephew, who had worked with him for more than a decade and recommended Mr Tan to the Deceased), Mr Tan (the will writer, who was fluent in the Deceased's Teochew dialect), Mdm Tan (Mr Tan's wife and colleague, who served as one of the attesting witnesses), Ms Boey (an advocate and solicitor who served as the independent certificate issuer for the LPA executed on the same day), and Mr Mahtani (Ms Boey's colleague). Importantly, none of these witnesses were beneficiaries under any of the Deceased's wills and none of them stood to gain from a finding that the 5th Will was valid. N, in particular, did not have the best relationship with the Plaintiff due to historical work-related disagreements, which further reduced the likelihood that he would give false evidence in the Plaintiff's favour.
8. Mr Tan had attended at the Plaintiff's residence on 26 November 2020 and took instructions directly and verbally from the Deceased in Teochew. He systematically went through the existing 4th Will with the Deceased, verifying the ownership details of each property and confirming if there were any changes to the intended beneficiaries. He prepared multiple drafts before the final version was executed. Mdm Tan corroborated Mr Tan's testimony about the will-making process, testifying that the Deceased confirmed he was alert and aware of what was happening throughout the session. Together with Mr Tan, she served as one of the two attesting witnesses to the execution of the 5th Will.
9. Ms Boey attended at the Plaintiff's residence on 26 November 2020 in her capacity as the independent certificate issuer for the LPA that the Deceased executed on the same day as the 5th Will. She was brought along by her colleague Mr Mahtani because she could speak Mandarin, with Mr Tan translating her Mandarin into Teochew for the Deceased's benefit. The execution of the LPA preceded the execution of the 5th Will. Ms Boey testified that the Deceased appeared to have had "a plan" and was quite "definite", sounding like he had already considered matters. Although he was "a bit weak", she observed that he was alert, lucid and could verbalise his thoughts, and she did not sense any impairment of his mental faculties throughout the session. Mr Mahtani had been approached by the Deceased sometime in November 2020 before the execution of the LPA, when the Deceased and the Plaintiff came to his office to take instructions to respond to a lawyer's letter from the 2nd Defendant. Mr Mahtani had therefore interacted with the Deceased on multiple occasions — before, on, and after 26 November 2020 — including in relation to the LPA, the response to the 2nd Defendant's lawyers, the eviction of the 2nd Defendant from the Deceased's property, and the termination of the 2nd Defendant's employment. This placed him in a particularly good position to attest to the Deceased's mental faculties.

Alleged irrationality of the 5th Will — rational explanation available on the evidence

10. The 1st Defendant argued that the 5th Will was irrational on several grounds, including the exclusion of M as a beneficiary and the appointment of a sole executor. The court rejected these arguments. On the exclusion of M, the court noted that the Deceased held eight out of eleven real properties in joint tenancy with M, including the most valuable property, a good class bungalow. Upon the Deceased's death, M became the sole registered proprietor of seven jointly held properties by survivorship. The existence of the large number of jointly held properties, forming the substantial portion of the value of the estate, provided a rational explanation for the omission of a further testamentary gift to M. The appointment of a sole executor was also not irrational given the severely deteriorated relationship between the Deceased and the 2nd Defendant by November 2020.

Knowledge and approval — suspicious circumstances require affirmative proof; mistakes of fact do not invalidate a will

11. Notwithstanding the finding of testamentary capacity, the court agreed that there were suspicious circumstances surrounding the execution of the 5th Will that required the Plaintiff to produce cogent affirmative evidence of the Deceased's knowledge and approval. The Plaintiff was materially involved in the preparatory arrangements — he had prepared a typewritten note recording the Deceased's intended amendments which was given to Mr Tan when he first met the Deceased, provided the venue, and was probably made aware of the appointment with the will writer in advance. Around the same period, large sums amounting to over S\$1 million were also transferred from accounts the Deceased jointly held with M into accounts jointly held with the Plaintiff. Additionally, the will writer was not legally trained and there were errors and unexplained annotations in the drafting process.
12. The court nonetheless found that the affirmative evidence was sufficient. The Deceased demonstrated a clear command of the will-making process on 26 November 2020. He amended the draft will to appoint the Plaintiff as the sole executor, directed the addition of the word "surviving" to a clause, insisted on the inclusion of the No Contest Clause, and considered and accepted Mr Tan's advice on a related provision — all of which showed his active participation and independent thinking rather than passive assent. The typewritten note was also not adopted wholesale.
13. On the swap of the neighbouring properties, the court held that the Deceased's failure to account for the terms of M's will did not undermine his knowledge and approval. A mistake or mistaken belief as to facts on the part of the testator does not invalidate a will even if it caused him to include particular gifts or provisions in the will. The Deceased had decided to swap the neighbouring properties because GS1 had stayed in Property L for some years, maintained and renovated it, and kept the rental income to support his growing family. The will writer's failure to ascertain the terms of M's will and bring such terms to the Deceased's attention did not by itself establish that the Deceased failed to understand and approve the provisions of the 5th Will.

Undue influence — persistent persuasion is not coercion

14. In the context of probate proceedings, undue influence means coercion — that the testator is coerced into making a will which he or she does not want to make. The persuasion must have been of such intensity as to overpower the volition of the testator without actually convincing him.
15. The 1st Defendant relied heavily on audio recordings showing the Plaintiff repeatedly speaking ill of the 2nd and 3rd Defendants, guilt-tripping the Deceased, and urging him to confer greater benefits on the Plaintiff. The court found that these recordings established persistent persuasion but did not prove coercion. An unequal distribution of assets based on a testator's personal relationship with the beneficiaries is not unusual. Persuasion and influence are not undue influence in the sense of coercion. A parent is entitled to have favourite and least-favoured children and to dispose of their estate in accordance with their subjective preferences and the kind of relationships with their children.
16. The Deceased's grievances against the 2nd and 3rd Defendants had an objective basis — the Property M dispute, the open defiance of the Deceased at a meeting at an accounting firm about five weeks before the 5th Will was made (where the 2nd and 3rd Defendants objected to the Deceased's decision to give factory properties to his children, defying him openly in the presence of persons who were not family members), the lawyers' correspondence, and the recording devices secretly planted in his bedroom by the Defendants. The Deceased had expressed those grievances to persons other than the Plaintiff and had himself initiated the making of a new will. It was therefore not proved that the Plaintiff had overpowered the volition of the Deceased or undermined his independence, thereby causing the Deceased to execute dispositions which he did not wish to make.

Key takeaways:

- Testamentary capacity is ultimately a judicial determination, not a medical one. The court must consider the totality of the evidence — including the evidence of factual witnesses who were present at the execution of the will — and should not allow expert medical evidence to outweigh the direct observations of independent witnesses. A diagnosis of cognitive decline, or even dementia, does not automatically mean that a testator lacked testamentary capacity at the specific moment of execution.
- Mistakes of fact made by a testator — including forgetting the terms of a spouse's will — do not invalidate a will, provided the testator understood and approved the actual dispositions contained in the will he signed.
- Where suspicious circumstances exist (such as where the main beneficiary was materially involved in the preparatory arrangements for the will), the propounder of the will must produce cogent affirmative evidence of the testator's knowledge and approval. Evidence that the testator actively participated in the drafting process, gave specific instructions, and made amendments to successive drafts — rather than passively assenting — will go a long way towards discharging this burden.

- Persistent persuasion by a beneficiary — including speaking ill of other beneficiaries to the testator — does not amount to undue influence unless it rises to the level of coercion that overpowers the volition of the testator. A testator is entitled to favour some beneficiaries over others based on their personal relationships.

3. Administration of Estate / Injunction

YFF v YFG and another [2026] SGHCF 20

Probate — injunction restraining executors — ambit of injunction order — third-party purchaser — Land Titles Act 1993 — purchaser protections — material non-disclosure

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

Brief facts: The Claimant was the lawful widow of the deceased. She commenced proceedings to invalidate two Wills executed by the deceased, and on 1 December 2025 obtained an *ex parte* interim injunction ("**Injunction Order**") restraining the Defendants, who were the executors named in the second Will, from disposing of or otherwise dealing with the deceased's assets (including a property at Siglap Road, "**the Property**") and their proceeds of sale, pending the resolution of the main proceedings. The Injunction Order also required the Defendants to furnish a full account of their administration of the estate and to pay any sale proceeds held by them into the estate's bank account within seven days.

Unknown to the court at the time the Injunction Order was granted, a third-party purchaser ("**the Purchaser**") had already exercised an option to purchase the Property on 10 September 2025 at a price of S\$5,500,000, and had lodged a purchaser's caveat two days later. A bank ("**the Bank**") which had provided the Purchaser with mortgage financing had also lodged a caveat on the Property on 7 October 2025. These caveats were visible on the title search conducted by the Claimant's solicitors on 13 November 2025, prior to the *ex parte* hearing, but were not disclosed to the court. Completion of the sale took place on 3 December 2025 — one day after the Defendants were served with the Injunction Order — and the Purchaser paid the full purchase price. The Singapore Land Authority ("**SLA**") subsequently informed the Purchaser that it was unable to register his title on account of the Injunction Order. The Purchaser and the Bank applied to vary the Injunction Order to permit registration of their respective interests.

Key points:

Ambit of the Injunction Order — operates only against the Defendants

1. The court held that the Injunction Order operated only against the Defendants personally. It contained no restraint against the Registrar of Titles and did not prevent the Registrar from registering the Instrument of Transfer lodged by the Purchaser, nor did it restrain the Purchaser from taking steps to have the Property registered in his name upon completion of sale.

2. The Injunction Order was crafted to ringfence the deceased's assets against dissipation or further distribution by the Defendants. Its first limb prohibited the Defendants from dealing with unsold assets; its second limb prohibited the Defendants from dealing with the proceeds of sale of assets that had already been sold. Once a property had been sold under a concluded contract prior to the service of the Injunction Order, the focus of the Injunction Order shifted from stopping the completion of sale or the registration of title by the purchaser, to securing and preserving the sale proceeds in the hands of the Defendants. There was accordingly no need to vary the Injunction Order — the clarifications made by the court as to its precise ambit and scope sufficed to dispose of the applications.

Binding contract of sale concluded on exercise of OTP

3. The court held that an enforceable and binding contract of sale was concluded on 10 September 2025, when the Purchaser exercised the option to purchase. Accordingly, for the purposes of the Injunction Order, the Property was considered to have been sold on 10 September 2025, which was prior to the date of the Injunction Order of 1 December 2025, even though completion took place after the Injunction Order was granted.

Purchaser protected under s 47 of the Land Titles Act 1993

4. The court found that the Purchaser was protected under s 47 of the Land Titles Act 1993 ("LTA") from the date of the contract (10 September 2025) through to completion (3 December 2025). By virtue of s 47 of the LTA, the Purchaser was not required to inquire into the circumstances in which the current proprietor was registered, was not required to see to the application of the purchase money, and could not have mere knowledge of an unregistered interest imputed to him as fraud. Since the Claimant had not lodged any caveat to protect her interest in the Property, her interest (if any) could not defeat the Purchaser's position.
5. The court also rejected the Claimant's allegation that the Purchaser lacked good faith and was wilfully blind to a fraud on the estate because the sale proceeds were paid to the 1st Defendant personally rather than to the estate. There was no evidence that the Purchaser knew or ought to have known of any wrongful administration by the Defendants. At the time of completion, the 1st Defendant was the sole registered proprietor of the Property, and the Purchaser had no choice but to deal with her and pay in accordance with her directions. The Purchaser had no involvement in the administration of the estate and no knowledge of its assets and liabilities. No creditor of the estate had come forward asserting that their debt was unpaid. The mere fact that the Purchaser paid the balance of the sale proceeds to the 1st Defendant personally upon completion could not, in law or on the facts, constitute fraud or collusion in any fraud sufficient to defeat the protections afforded to him under s 47 of the LTA.

Material non-disclosure at the ex parte hearing

6. The court found that the Claimant's solicitors had failed to disclose to the court at the *ex parte* hearing that the Property had already been sold and that two caveats had been lodged on the Property by the Purchaser and the Bank. The Claimant's supporting affidavit had

expressly averred to a title search conducted on 13 November 2025, which would have clearly revealed both caveats. The court found it hard to believe that counsel would have missed seeing the two caveats after having conducted a title search. Had full and frank disclosure been made, the court might well have ordered immediate service of the Injunction Order on the two caveators, which could have prevented the completion of the sale. The Claimant's failure to make full and frank disclosure had prejudiced the Purchaser and the Bank, who had no knowledge of the dispute over the validity of the Wills nor of the Injunction Order when completion took place. Further, after obtaining the Injunction Order, the Claimant's solicitors failed to lodge any caveat on the Property pursuant to s 115(3)(b) of the LTA, and only notified the SLA of the Injunction Order on 5 December 2025 — by which time completion had already taken place.

Key takeaways:

- An injunction restraining executors from dealing with estate assets operates only against the named defendants. It does not, without more, prevent a third-party purchaser who concluded a valid sale before the injunction was granted from registering title, nor does it restrain the Registrar of Titles from registering that purchaser's interest.
- A purchaser who pays sale proceeds to the sole registered proprietor at the time of completion does not thereby become complicit in any alleged fraud on the estate, even if those proceeds are paid to an executor personally rather than into the estate account. Under s 47 of the LTA, a purchaser is not required to see to the application of the purchase money, and mere knowledge of an unregistered interest cannot of itself be imputed as fraud. Absent evidence that the purchaser knew of or deliberately ignored improper conduct by the executors, fraud will not be inferred — particularly where no creditor of the estate has come forward asserting that their debt was unpaid.
- Applicants for *ex parte* injunctions must make full and frank disclosure of all material facts, including the existence of caveats on the property and any concluded sale. Failure to do so may prejudice innocent third parties and will be viewed seriously by the court. A party who obtains an injunction which it characterises as proprietary should also promptly lodge a caveat to protect its interest.

4. Committal proceedings

***XSN v XSO* [2026] SGHCF 25**

Contempt of court— consent order — "each party shall retain their respective assets in their own names" catch-all clause — pets as chattels – committal proceedings

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

Brief facts: The parties married on 22 February 2020 and had no children. Interim Judgment was granted on 14 March 2024, dissolving a marriage of just over four years. On 9 May 2024, the parties entered into a consent order on the Ancillary Matters ("**AM Order**"). Paragraph 2 of the AM Order stated: "*Each party shall retain their respective assets in their own names.*"

(“**Paragraph 2**”) On 20 January 2025, the Husband moved out of the matrimonial home and took the parties' two dogs with him. The Wife's solicitors served a letter on the Husband enclosing the AM Order endorsed with a penal notice, asserting that she was the legal owner of the dogs and demanding their return. The Husband did not return the dogs. The Wife applied for leave to commence committal proceedings against the Husband for alleged non-compliance with paragraph 2 of the AM Order, contending that she was the sole owner of the dogs. The District Judge dismissed the committal application. The Wife appealed. The High Court dismissed the appeal.

Held, dismissing the appeal:

1. Paragraph 2 was a catch-all clause by which the parties dealt with all matrimonial assets in their individual names without itemising or individually contemplating each of them. Were the clause to cover only assets specifically alluded to, it would cover nothing at all. On its proper construction, the dogs fell within the ambit of Paragraph 2, even though they were not expressly mentioned in it. In the absence of a clear intention to the contrary, it would not be correct to attribute to the court which made the AM Order an intention to exclude the dogs from the pool of matrimonial assets, as that would be to construe the order contrary to the established principle that the court's power under s 112(1) of the Women's Charter 1961 extends to all matrimonial assets.
2. Whether the dogs fell within the scope of the AM Order was not, however, the end of the matter. Under the two-step analytical framework for contempt proceedings, the court first determines what the order required the alleged contemnor to do, interpreting the plain meaning of the language used and resolving any ambiguity in favour of the person who had to comply with the order. An order must state in unambiguous terms what had to be done on the part of the defendant in order for committal proceedings to lie against him.
3. Paragraph 2 was an allocative clause that assigned to each party the assets that belonged to that party. It did not identify which assets were in each party's name or resolve any dispute as to the ownership of any particular asset. It was therefore unclear whether Paragraph 2 imposed an obligation on the Husband to deliver the dogs to the Wife, or was sufficiently certain to found committal.
4. There was also an anterior question of whether the dogs were assets in the Wife's sole name, for it was only if they were that the Husband could be said to be obliged to return them. Ownership of a dog falls to be determined by reference to the transfer of title — by sale, gift, adoption, or other voluntary transfer — and not by reference to regulatory or administrative records. The Wife relied on AVS dog licences issued in her name, veterinary records, and a sterilisation certificate naming her as "Owner" of one of the dogs. The court held that this was insufficient. The AVS licensing regime is a regulatory framework for traceability and public health compliance, not a mechanism for resolving private property disputes. A licence is an indicator from which ownership may be inferred, but the inference is only as strong as the facts of the case allow. Regulatory or administrative records, while they may be consistent with ownership, do not in and of themselves establish it. This was consistent with *Tan Huey Kuan v Tan Kok Chye* [2011] 3 SLR 960, where the court held

that contact information embedded in a dog's microchip served the practical purpose of facilitating the return of a lost animal and would not establish ownership *per se*. The Wife also did not present any account as to how she had acquired ownership of the dogs, and did not refute the Husband's positive account of how he came to own them. The court was therefore unable to accept her claim of sole ownership.

5. Where a court order is not sufficiently clear as to what it requires of the alleged contemnor, it follows that the *mens rea* required for contempt cannot be established, as it cannot be said that he had intentionally breached the order with knowledge of all the relevant circumstances. This was the position here. In any event, the Husband had a not unreasonable explanation for believing that the dogs were his, which would independently preclude a finding of intentional disobedience.
6. Committal is a remedy of last resort. Where ownership of an asset is genuinely disputed, the appropriate course is to resolve the dispute through mediation or a properly constituted application for that purpose, with committal reserved only for the deliberate breach of a clear obligation.

Key takeaways:

- A standard "each party retains their own assets" clause in a consent order is a catch-all provision that covers all matrimonial assets in each party's name, even those not expressly mentioned — including pets.
- Such a catch-all clause alone is not on its own sufficient to found committal proceedings in respect of a specific asset whose ownership is disputed. Such a clause does not identify which assets are in each party's name or resolve any dispute as to the ownership of any particular asset, and any ambiguity is resolved in favour of the person bound to comply with the order.
- Ownership of a pet is determined by reference to the transfer of title — by sale, gift, adoption, or other voluntary transfer. Regulatory or administrative records such as AVS licences, veterinary records, and sterilisation certificates may be consistent with ownership but do not in and of themselves establish it.
- Committal is a remedy of last resort. Where ownership of an asset is genuinely disputed, the appropriate course is to resolve the dispute through mediation or a properly constituted application, not through committal proceedings.