

Case Comment

VALUING FOREIGN CURRENCY IN DIVORCE

XML v XMM [2025] 5 SLR 241

[2026] SAL Prac 27

This case comment analyses the approach of the Family Division of the High Court in *XML v XMM* [2025] 5 SLR 241 to valuing A\$750,000 that had been dissipated from the pool of matrimonial assets. It argues that, conceptually, all matrimonial assets, including money, should be valued as at the date of the ancillary matters hearing. While the current practice of valuing Singapore dollar-denominated money as at the date of the interim judgment remains a workable and useful shorthand that would achieve just and equitable outcomes in most cases, the same cannot be said for foreign currency, the value of which relative to the Singapore dollar is susceptible to swift and substantial fluctuations. Foreign currency should therefore be treated as an investment asset and valued as at the date of the ancillary matters hearing, unless the circumstances of the case justify a different valuation date.

CHUA Wei Yuan¹

*LLB (Singapore Management University),
BAcc (Singapore Management University);
District Judge, Family Justice Courts of Singapore.*

TAY Wei Sheng, Patrick

*LLB (Singapore Management University),
BBM (Singapore Management University);
Deputy Director of Legal Aid, Legal Aid Bureau.*

1 The authors thank Ms Lim Hui Min and Mr Chia Wee Kiat for their helpful comments on earlier drafts of this case comment. All errors and omissions remain the authors' own. This case comment is written in their personal capacity. The opinions herein are their own, and should not be taken to represent those of their respective organisations.

I. Introduction

1 Matrimonial assets are the economic fruits of a marriage that the court divides upon divorce.² In doing so, the court first identifies the assets and liabilities that form the pool of matrimonial assets as at the date of the interim judgment, which dissolves the marriage.³ The court then values each matrimonial asset as at the date of the ancillary matters hearing (“Hearing”) to determine the value of the pool of matrimonial assets.⁴ Finally, the court divides the pool of matrimonial assets based on the financial and non-financial contributions of the parties to the marriage.

2 There is, however, a well-established exception to this approach of valuing a matrimonial asset as at the date of the Hearing. An account with a money balance, such as a bank account or a Central Provident Fund (“CPF”) account, is valued not as at the date of the Hearing but as at the date of the interim judgment (“Money Exception”). The reason that the Money Exception is regarded to promote a just and equitable division of the matrimonial assets is that it is the moneys in the account, and not the account itself, that are the matrimonial assets,⁵ *ie*, the monetary balance represents both the asset and its value such that no separate valuation exercise is needed. Hence, the extent of the fruits of the marriage that fall to be divided in divorce is the monetary balance in the account at the time when

2 *VIG v VIH* [2020] SGHCF 16 at [35]. The court’s power to do so stems from s 112(1) of the Women’s Charter 1961 (2020 Rev Ed).

3 This default rule enables the parties to arrange their financial affairs and gives them the comfort of knowing when they will be taken as having moved into a different phase of their lives (see *WOS v WOT* [2024] SGHC(A) 11 at [23]). Exceptionally, a different date for identifying the pool of matrimonial assets may be used where the circumstances or the justice of the case requires. The focus is on when the marriage can be treated as “practically at an end” and there is “no longer any matrimonial home, no *consortium vitae* and no right on either side to conjugal rights” (see *CLD v CLE* [2021] SGHCF 12 at [19] and [23], citing *ARY v ARX* [2016] 2 SLR 686 at [34] and *Sivakolunthu Kumarasamy v Shanmugam Nagaiah* [1987] SLR(R) 702 at [25]).

4 Between the date of the interim judgment and the date of the ancillary matters hearing (“Hearing”), the value of the matrimonial assets may change significantly.

5 See, *eg*, *BUX v BUY* [2019] SGHCF 4 at [4]; *XML v XMM* [2025] 5 SLR 241 at [68]; *XDH v XDI* [2024] SGFC 80 at [12], citing *VQF v VQG* [2024] SGHCF 4.

the marriage is dissolved (*ie*, the date of the interim judgment). Conversely, moneys paid into or withdrawn from the account after the interim judgment are not matrimonial assets that fall to be divided in divorce.

II. How the courts treat foreign currency

3 Recent decisions reveal that foreign currency has generally been treated like Singapore dollar (“SGD”)–denominated money,⁶ in that foreign currency is likewise subject to the Money Exception and is valued as at the date of the interim judgment.

4 In *XML v XMM*⁷ (“XML”), the Family Division of the High Court (“HCF”) examined the matrimonial assets of a couple who had assets across multiple jurisdictions. Amongst these assets was a sum of Australian dollars (“AUD”), A\$750,000, that the husband had dissipated across five tranches while divorce had been imminent:⁸

- (a) A\$175,000 on 27 December 2019;
- (b) A\$200,000 on 25 February 2020;
- (c) A\$125,000 on 6 May 2020;
- (d) A\$100,000 on 12 June 2020; and
- (e) A\$150,000 on 22 December 2020.

5 To account for this A\$750,000, the HCF first determined its value in SGD. The husband submitted that the A\$750,000 should be valued as at the Hearing on 1 March 2024, when the exchange rate was S\$1.000 = A\$1.139. The wife submitted the A\$750,000 should be valued as at the date of their dissipation and

6 The Singapore dollar (“SGD”) has been treated as local currency and other currencies have been treated as foreign currency. However, this should not preclude a situation where the “local” currency as between a divorcing couple is one other than the SGD (*eg*, where the couple, technically having met a jurisdictional requirement, divorces in Singapore, but has in fact lived abroad for most of their marriage and owned most of their matrimonial assets overseas) and where the SGD itself is a “foreign” currency to that couple. The principles should apply equally.

7 [2025] 5 SLR 241.

8 *XML v XMM* [2025] 5 SLR 241 at [62].

suggested a blended exchange rate (based on the prevailing rates on the dates of the dissipations in 2019–2020) that amounted to S\$1.000 = A\$1.057.⁹ However, the HCF adopted neither of these exchange rates. Instead, it applied the Money Exception and valued the A\$750,000 as at the interim judgment date of 6 May 2021, when the exchange rate was S\$1.000 = A\$0.965. It thus restored S\$777,202 to the pool of matrimonial assets.¹⁰

6 The HCF explained:¹¹

68 Since the parties have agreed to value bank accounts and liquid assets as at the date of [interim judgment (“IJ”)], I find it more appropriate to value the A\$750,000 as at that date. In my view, this would be in line with the rationale for valuing balances in bank accounts as at the date of IJ, namely that it is the moneys, and not the accounts themselves, which are matrimonial assets (see *BUX* ([10] *supra*) at [4]). If the sum of A\$750,000 was never dissipated, it would still be sitting in the Husband’s bank accounts and would be valued as at the date of IJ.

7 After restoring S\$777,202 to the pool of matrimonial assets, the HCF attributed this sum to the husband as his notional contribution to the acquisition of the matrimonial assets.¹²

8 *XML* is not the first decision to adopt this approach. *XHG v XHH*¹³ (“*XHG*”) concerned a divorce involving an Irish spouse. The matrimonial assets included not only SGD-denominated bank and CPF accounts, but also properties in foreign countries and shares in a foreign company. On the evidence that the parties adduced, these properties and shares were denominated in foreign currencies. The HCF held that the exchange rates to be adopted were those as at the Hearing date, except for all bank account balances, where the exchange rates to be adopted were those as at the date of the interim judgment.

9 *XML v XMM* [2025] 5 SLR 241 at [69]. The wife did not expressly put forward any exchange rate. Instead, she submitted that the A\$750,000 had a value of S\$709,643. As a matter of arithmetic, this gives a blended exchange rate of S\$1.000 = A\$1.057.

10 *XML v XMM* [2025] 5 SLR 241 at [69].

11 *XML v XMM* [2025] 5 SLR 241 at [68].

12 *XML v XMM* [2025] 5 SLR 241 at [155].

13 [2025] SGHCF 2.

The reason given for this was that only bank accounts were to be valued as at the date of the interim judgment.¹⁴

III. What is at stake?

9 The exchange rates at different dates can have material effects in allocating the risk of exchange rate fluctuations between divorcing parties.

10 First, exchange rate fluctuations can be significant. As *XML* itself demonstrates, exchange fluctuations can lead to large changes in the values of matrimonial assets. On the valuation date advanced by the husband, by the wife, and that which was eventually adopted by the HCF, the A\$750,000 had values of between S\$658,472 and S\$777,202: a difference of 18% or S\$118,730. This difference developed in just over four years, between the dissipations in 2019–2020 and the Hearing on 1 March 2024 (“Relevant Period”). Further, the SGD–AUD exchange rate across the Relevant Period was volatile. During the dissipations in 2019–2020, the A\$750,000 had a value of S\$709,643. At the interim judgment on 6 May 2021, the A\$750,000 had appreciated to S\$777,202. Yet by the Hearing on 1 March 2024, the A\$750,000 had depreciated to S\$658,472. In practical terms, it would have made a material difference to the wife. On the basis that she was eventually awarded 34.5% of the pool of matrimonial assets, the difference for her works out to be $34.5\% \times (\$777,202 - \$658,472) = \$40,961.85$.¹⁵

11 Second, large exchange rate fluctuations can happen regardless of currency. The prevalence of a foreign currency in international trade is no guarantee of its stable valuation in the division of foreign currency–denominated matrimonial assets in Singapore. Across the four years of the Relevant Period, A\$1.00 had minimum and maximum values of S\$0.96 and S\$1.16, or

14 *XHG v XHH* [2025] SGHCF 2 at [2], citing *CLT v CLS* [2021] SGHCF 29 at [6].

15 It might be argued that changes in the valuation of the foreign currency would in turn affect the valuation of the pool of matrimonial assets, which in turn affects the parties’ ratios of contributions and ultimately the ratio that parties get in the division. However, the difference it would make would be minimal at best relative to the size of the pool of matrimonial assets.

a difference of 21%. The US dollar, the UK pound sterling, the Euro and the Korean won have experienced fluctuations of 10–22%; and the Japanese yen fluctuated over 51%. Apart from Japan, the currency of at least ten countries has fluctuated by over 50% in value relative to the SGD.

S\$1.00	S\$ “Lowest” in Relevant Period	S\$ “Highest” in Relevant Period	Difference
A\$ (Australia)	~0.96 (March 2021)	~1.16 (October 2023)	21%
US\$ (US)	~0.69 (March 2020)	~0.76 (March 2022)	10%
£ (UK)	~0.53 (July 2021)	~0.62 (October 2022)	17%
€ (European Union)	~0.61 (December 2020)	~0.72 (October 2022)	18%
¥ (Japan)	~74 (March 2020)	~112 (March 2024)	51%
₩ (Korea)	~828 (December 2020)	~1,013 (March 2024)	22%

IV. The nature of money

12 Money, whether SGD-denominated or foreign currency-denominated, has a dual nature that complicates its valuation. It is *cash* that, pursuant to the Money Exception, could be valued as at the date of the interim judgment. However, it is also an *asset* of variable value that could be valued as at the date of the Hearing.

A. Philosophy of valuation dates for bank account balances

13 In principle, and as the Family Justice Courts have repeatedly emphasised,¹⁶ *all* matrimonial assets and liabilities

¹⁶ See, eg, *XIT v XIS* [2026] SGHC(A) 2 at [33], following the decisions of the Court of Appeal in *BPC v BPB* [2019] 1 SLR 608 at [23]–[24] and [43];
(*cont'd on the next page*)

should be *valued* as at the date of the Hearing.¹⁷ This principle gives expression to the idea that both parties to the marriage should be subject to the movements in the market¹⁸ and should take the benefits or losses associated with changes in the value of a matrimonial asset that come with the lapse of time.¹⁹ Neither party should be shielded from any potential risk associated with a matrimonial asset by ring-fencing it to be valued as at the date of the interim judgment.²⁰ The use of current, realisable values as at the date of the Hearing also facilitates the effective implementation of division orders that involve liquidating the matrimonial assets.

14 A valuation taken as at a date other than that of the Hearing is, therefore, a departure from the general rule that must be supported by “cogent reasons”²¹ based on the “particular circumstances or justice of the case”.²² Equally, it is well accepted that where the value of a matrimonial asset has changed between the interim judgment and the Hearing owing not to market fluctuations but to the actions of the parties, the court can value the asset as at a date other than that of the Hearing.²³

15 It is with this background in mind that the Money Exception should be understood. The Money Exception is

ARY v ARX [2016] 2 SLR 686 at [34]–[36] and TDT v TDS [2016] 4 SLR 145 at [50].

17 BPC v BPB [2019] 1 SLR 608 at [43]; BUX v BUY [2019] SGHCF 4 at [4].

18 BPC v BPB [2019] 1 SLR 608 at [49].

19 BPC v BPB [2019] 1 SLR 608 at [52].

20 BPC v BPB [2019] 1 SLR 608 at [52].

21 BPC v BPB [2019] 1 SLR 608 at [43].

22 ARY v ARX [2016] 2 SLR 686 at [31].

23 Two examples can illustrate. First, in XML v XMM [2025] 5 SLR 241 at [16]–[20], the court valued outstanding mortgage loans on several matrimonial properties as at the date of the interim judgment and not that of the Hearing because each party had made substantial mortgage repayments after the interim judgment that reduced the outstanding liabilities for those properties. Valuing the outstanding mortgage loans as at the date of the Hearing would mean that the properties would be reckoned to have a higher net value than would otherwise have been the case had the mortgage repayments not been made. Second, and conversely, if a business owner runs his business to the ground in between the interim judgment and the Hearing to spite his spouse, a valuation as at the date of the Hearing would produce a lower valuation than would otherwise have been the case had the business been run normally. In this case, it would probably be fair to his spouse to take the (higher) valuation as at the date of the interim judgment.

best thought of as an evidential shorthand in the division of matrimonial assets rather than a freestanding principle of division.²⁴

16 Strictly speaking, as with other asset classes like shares, the money in a bank (or CPF) account may change in value between the interim judgment and the Hearing, for at least three intrinsic reasons. First, money in a bank account generally attracts interest. Second, sufficiently low bank balances might also attract a fall-below fee.²⁵ Third, the value of money deposited with any counterparty, apart from state-issued/state-backed securities, is always subject to the credit risk of that counterparty, no matter how slim that risk is.²⁶ If such a risk actualises, the value of the deposits might have to be discounted. For these reasons, it is inherently defensible to value the money in a bank account as at the date of the Hearing.

24 In fact, the principle of valuing assets as at the date of the Hearing is itself shorthand. The principle, taken to its logical conclusion, would also suggest that matrimonial assets should indeed be valued as at the date of the judgment or order, on which date the division of the matrimonial assets can take effect. This kind of approach finds support in civil cases (see, *eg*, *Koh Chew Chee v Lim Shu Ming* [2022] SGHC 25). Still, most hearings conclude timeously. The Family Justice Courts commit to convening the first case conference for the Hearing within six weeks of the interim judgment: Family Justice Courts, “Court Charter” <https://www.judiciary.gov.sg/docs/default-source/who-we-are-docs/court_charter_fjc.pdf> (accessed 28 September 2026). There is thus little profit in introducing updated valuations at the conclusion of hearings.

25 In Singapore, presently, this often takes the form of a small, fixed monthly fee (typically \$2.00–\$7.50) charged on an account balance that falls below a threshold level determined by the bank (typically \$200–\$2,000).

26 This risk was illustrated during the 2008 global financial crisis. Lehman Brothers Inc, a 150-year-old banking behemoth, defaulted on its credit obligations and collapsed. Although retail depositors in that case were ultimately protected because of national deposit guarantees or insurance, others were less fortunate. Also fallen victim to the 2008 financial crisis were the Icelandic banks, one of which had marketed an online-only savings account targeted at retail savers in the UK and Netherlands. As a result of the collapse, the Icelandic Government enacted emergency legislation that prioritised Icelandic depositors, with the result that British and Dutch retail depositors had their savings effectively wiped out. Similarly, uninsured deposits above the insurance threshold (€100,000) were lost during the 2012–2013 Cypriot financial crisis. In Singapore, the Government established the Deposit Insurance Scheme to insure up to \$75,000 *per* depositor in respect of deposits in Singapore financial institutions: this itself is not only an acknowledgment but also a measure of this risk.

17 The problem that often occurs in practice is that bank account balances can increase or decrease owing to payments into and out of the account that occur after the interim judgment. Salary might be credited into the account. Expenditures might be debited from the account. These amounts, which are independent of the amount of money in the account as at the interim judgment, should not affect the identification of the contents of the pool of matrimonial assets.

18 The objection is not that the presence of other transactions precludes the valuation of the (relevant portion of the) moneys as at the date of the Hearing.²⁷ Rather, the courts appear to find limited utility in valuing the moneys, which existed as at the date of the interim judgment, as at the date of the Hearing. The transactions after the interim judgment may be numerous and, more importantly, large in quantum. At the same time, it can be fairly thought that the lapse of time between the interim judgment and the Hearing is sufficiently short such that the effect of any interest earned or fees paid would almost always be negligible relative to the size of the pool of matrimonial assets. On this issue, a precise valuation would also entail further inquiries into the applicable rate(s) of interest and fee(s).²⁸ It can also be fairly considered that many financial institutions, particularly those in Singapore, have excellent records of

27 The commingling of assets does not by itself make tracing impossible in the context of attributing contributions to the pool of matrimonial assets. In *XML v XMM* [2025] 5 SLR 241 itself, albeit in the context of transformation of assets into matrimonial assets, it was held that it was the “hundreds” of other transactions (both credit and debit) that flowed through the accounts over nine years, that led to the finding that the tranches of money in issue had been “irreversibly mixed”. This was subject to the caveat that the situation would have been different if the sum was not “fractured and co-mingled to such a great extent” (eg, if the approximate sum had been transferred between accounts) and that equitable tracing was not attempted: *XML v XMM* [2025] 5 SLR 241 at [106].

28 For example, some bank accounts are known to offer a higher interest rate on the account balance up to a certain sum, and a lower interest rate on the remainder of the account balance. Stepped-up interest rates might also be offered based on whether certain conditions (eg, credit card expenditures, purchase of insurance/securities and increase in account balances) are fulfilled. Fees might be charged based on a calculation of average daily balance, which in turn may be affected by transactions carried out on a non-working day.

creditworthiness,²⁹ such that credit risk is rarely a concern for the average retail consumer. The marginal effort required to isolate the effects of the latter class of events from those of the former class of events is almost never justified by the increased precision with which the court can value the matrimonial assets.³⁰ In fact, this would be inimical to the broad-brush approach that must be taken when dividing assets, and would incentivise calculative behaviour.

19 This is not to say that the value of an asset generally changes little between the interim judgment and the Hearing. Rather, for SGD-denominated money, the only additional sources of change *to the moneys identified as at the date of the interim judgment* over that period – interest, fees and credit risk – are themselves negligible. Little is lost, and much effort is saved, by valuing such moneys as at the date of the interim judgment instead.

B. Can foreign currency bank balances be valued in the same way?

1. General cases

20 Thus far, the discussion has explained why courts have valued bank account balances as at the date of the interim judgment instead of the date of the Hearing. While the discussion holds for SGD-denominated bank balances, it may not do so for foreign currency-denominated bank balances.

21 A major premise of the Money Exception is that transactions after the interim judgment are the primary driver

29 Singapore has pre-emptive safeguards to mitigate the credit risk of financial institutions, including regulation, supervision, cross-border co-operation, and governance and risk management by the financial institutions themselves: Claire Huang, “Deposit Insurance Not the Primary Safeguard for Singapore Banks’ Retail Customers”, *The Straits Times* (8 May 2023) <<https://www.straitstimes.com/singapore/politics/deposit-insurance-not-the-primary-safeguard-for-singapore-banks-retail-customers>> (accessed 28 September 2026).

30 This would especially be the case if the interest earned on each party’s bank account – which is probably the event with the most significant effect on the quantum of moneys – cancels each other out to a substantial extent.

of change in bank account balances and that other sources of change (*eg*, interest, fees and credit risk) are of negligible effect by comparison. However, this premise does not hold for foreign currency balances. For foreign currency balances, fluctuations in exchange rates introduce a fourth dimension along which the value of the money in the account may change between the interim judgment and the Hearing. However, unlike the other three dimensions,³¹ exchange rate fluctuations can be swift and substantial. In this respect, foreign currency-denominated balances, when valued in SGD, behave more like shares than like SGD-denominated cash.

22 The very exercise of notionally converting foreign currency to its equivalent value in SGD-denominated money at a specific point in time when valuing matrimonial assets acknowledges two things: (a) the fluctuating nature of the value of foreign currency; and (b) the need to account for the value of the asset by reference to a single yardstick (*ie*, SGD-denominated money). In doing so, the courts have implicitly treated foreign currency as a distinct category of assets, the value of which must be measured at a specific point in time.

23 Consequently, foreign currency should fall outside the Money Exception. As with other matrimonial assets, foreign currency should generally be valued as at the date of the Hearing. Where cogent reasons exist to depart from this general rule, such as where the foreign currency was not an extant asset at the interim judgment but had been notionally restored to the pool of matrimonial assets during the Hearing to account for its dissipation, a different valuation date can be adopted.³²

2. Dissipations

24 For dissipated matrimonial assets that comprise foreign currency that had been converted from SGD-denominated money, the approach to be taken should depend on whether the conversion had been performed with a view to implementing

31 See para 18 above.

32 *CLD v CLE* [2021] SGHCF 12 at [21], citing *ARY v ARX* [2016] 2 SLR 686 at [36].

the dissipation. If so, the foreign currency should be valued based on the exchange rate at the time of its conversion from SGD-denominated money. If not, the foreign currency should be valued as at the time of its dissipation.

25 Consider the facts in *XML* itself. There, the husband transferred a total of A\$750,000 in five tranches. The wife valued this sum at S\$709,643.00, apparently based on the exchange rates prevailing at the respective times of the transfers. If the husband funded these transfers by converting SGD-denominated money into AUD at or around the time of each tranche solely to effect the transfers, then the value removed from the pool at the point of dissipation would be S\$709,643.00. Since it was the husband who had unilaterally chosen to convert the extant matrimonial asset of S\$709,643 into A\$750,000 and then dissipate the proceeds of the conversion, the question arose as to whether he should continue to bear the risk of that S\$709,643 fluctuating in value following its conversion (and dissipation). If so, valuing the dissipated A\$750,000 as at any date other than that of its conversion introduces the risk of exchange rate fluctuations into the pool of matrimonial assets. For example, had the A\$750,000 been valued based on the exchange rate as at the date of the Hearing, pursuant to the general rule that matrimonial assets are valued as at the date of the Hearing, only S\$658,472 would have been restored to the pool of matrimonial assets. This would amount to S\$51,171 less than the S\$709,643 that the husband had converted and then dissipated. At least part of this shortfall would then be borne by the innocent wife, who would have to share in a reduced pool in the eventual division of the matrimonial assets. Conversely, had the A\$750,000 risen in value against the SGD, then more would have been restored to the matrimonial pool than the SGD value that was converted and dissipated. This would lead to the wife enjoying a windfall.

26 Ultimately, valuing the dissipated foreign currency at the date of its conversion from SGD-denominated money is defensible as a simple and fair solution where the conversion was undertaken to facilitate the dissipation. In substance, what is added back is the value removed from the pool when the husband executed the conversion and transfer. This approach ensures

that the value restored to the pool is tethered to the value taken from the pool at the operative time, and avoids imposing foreign exchange risk on the divorcing couple when the asset that carries that foreign exchange risk is already in the hands of a third party.

27 The question whether the conversion had been performed with a view to implementing the dissipation is a fact-sensitive question, and the court could direct its mind as to whether the conversion was part and parcel of the dissipation. In this regard, some indicia may include whether:

- (a) the conversion was close in time to the dissipation;
- (b) the quantum converted is similar to the amount dissipated (including across multiple tranches); and
- (c) there were other reasons for the transacting spouse to convert SGD into the foreign currency apart from effecting the dissipation.

28 A different approach could be justified if SGD-denominated money had instead been converted into foreign currency innocuously, and the foreign currency proceeds were dissipated pursuant to an intention that developed subsequently. In such a situation, the operative wrong is the subsequent dissipation of the foreign currency and not the SGD-denominated money, and the restoration should involve the SGD value of what was removed at the time of dissipation. The value of that foreign currency in the pool of matrimonial assets should therefore be calculated by reference to the exchange rate as at the date of the dissipation and not the date of the conversion, since the date of conversion has no meaningful nexus to the value that was taken from the pool. An example of this, albeit in the context of corporate securities, can be found in *XIM v XIN*.³³ At first instance, the Family Court found that the husband had wrongfully dissipated matrimonial assets comprising shares in 2015. The Family Court decided that the date to determine the valuation of the shares was the date of dissipation in 2015 and

33 [2025] SGHCF 31.

not the date of the Hearing in 2023,³⁴ because what was to be restored to the pool of matrimonial assets was not the shares but their notional value. Observing that the changes in the value of the shares following their dissipation were due not to the parties and were “likely the result of business decisions and market conditions that occurred well after the respondent had relinquished his ownership”,³⁵ the HCF upheld this decision. The same logic supports using a dissipation–date exchange rate for foreign currency where post–dissipation fluctuations in value are not properly attributable to the parties.

V. Conclusion

29 *XML* brings into focus a question that the Money Exception has hitherto not explicitly resolved: whether foreign currency should be treated like SGD–denominated money in the division of matrimonial assets. It should not. The Money Exception is best understood as an evidential shorthand that works well for SGD–denominated money because the passage of time between the interim judgment and the Hearing rarely produces changes in value significant enough to disturb a just and equitable division. The same cannot be said for foreign currency, which has a value in SGD that is susceptible to fluctuations in exchange rates that can be substantial and unpredictable.

30 The exercise of dividing matrimonial assets can be optimised for a more just and equitable outcome by treating foreign currency as an investment asset. Even if events after the interim judgment render it expedient to take the account balance as at the date of the interim judgment, the moneys, like all other matrimonial assets, should be valued by reference to the exchange rate as at the date of the Hearing. Still, where cogent reasons exist to depart from this general rule – such as where the foreign currency has been dissipated and notionally

34 It might be queried, however, whether an undervalue transaction from this far back in time ought to be treated as a dissipation, specifically, it might be asked if divorce proceedings were truly “imminent” at the time of the transfer.

35 *XIM v XIN* [2025] SGHCF 31 at [9].

restored during the exercise of dividing the pool of matrimonial assets – a different valuation date may be adopted.