

## Freeze! Don't move (your assets)!

Harry Elias Partnership LLP secures post-judgment *Mareva* injunction of up to S\$7.56M in matrimonial dispute involving 3 novel points of law

9 February 2026

1. Our Partner, Mr Kok Yee Keong, Of Counsel, Ms Toh Ming Wai, and Associate, Ms Charis Sim, acted for the applicant wife in **XNG v XNH [2026] SGHCF 3**<sup>1</sup>, where the Singapore High Court granted a post-judgment domestic *Mareva* injunction in favour of the Applicant against the Respondent ex-husband for up to S\$7,564,092.50, to preserve assets necessary to satisfy a matrimonial consent order. The Applicant is also represented by our Partner, Ms Carrie Gill, and Associate, Ms Charis Sim, in the main matrimonial proceedings.
2. The case underscores the Court's readiness to intervene decisively where a party's conduct threatens to frustrate the other party of his/her fruits of a matrimonial consent order.

### The claim

3. The Applicant is a homemaker and the Respondent is a businessman. They had recorded a consent order ("**Consent Order**") in their divorce proceedings whereby the Respondent was, amongst others, to pay the Applicant S\$20 million via monthly instalments of S\$312,500, service the mortgage payments on the matrimonial home, and bear the Applicant's reasonable personal and household expenses pending her receipt of the full S\$20 million.
4. Despite the Consent Order, the Respondent:
  - a. repeatedly defaulted on the aforesaid payment obligations, which necessitated repeated enforcement proceedings by the Applicant, but the defaults continued;
  - b. refinanced his bungalow, replacing a ~S\$9 million mortgage with a new ~S\$29.5 million loan, and fully drawn down the loan monies which were transferred to his company for alleged business purpose, but a substantial portion was immediately debited to the Respondent – effectively substantially stripping the net value of the bungalow;
  - c. demonstrated an intention to move to Dubai and had obtained a UAE Golden Visa;
  - d. had his bungalow listed for sale, albeit he had claimed that it was accidental.
5. The Applicant eventually applied for a domestic *Mareva* injunction to restrain the Respondent from dealing with assets in Singapore up to the remaining amount due under the Consent Order.
6. The Respondent resisted the application, arguing, amongst others, that:
  - a. the *Mareva* injunction would provide security to the Applicant for monies not yet due which is contrary to parties' intentions in the Consent Order;
  - b. his conduct reflected delayed payment rather than refusal to pay;
  - c. the Applicant had not provided an undertaking as to damages.

### The Court's findings

7. The Court held that the purpose of a *Mareva* injunction is to prevent a respondent from frustrating the Court's authority or rendering orders nugatory. While a *Mareva* injunction may incidentally provide security for a claim, this is merely incidental and the effect is justified when the risk of non-enforcement is artificially generated or inflated by a respondent's conduct.
8. The Respondent's questionable management of the refinancing proceeds caused the Court to doubt his stated intentions. The Court viewed his transactions as unusual and lacking transparency, indicating potential dishonesty. Similarly, the Court found it implausible that the listing of the bungalow for sale was accidental. If the Respondent truly had no intention to

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<sup>1</sup> Available at [https://www.elitigation.sg/qd/s/2026\\_SGHCF\\_3](https://www.elitigation.sg/qd/s/2026_SGHCF_3)

relocate to Dubai, he would have clarified this during earlier proceedings in May 2025. His failure to do so supported the Court's conclusion that he was being dishonest about his intentions.

9. While the evidence might not suffice to show a real risk of dissipation in a commercial setting, the Court distinguished matrimonial consent orders, which derive their authority from Section 112(1) of the Women's Charter 1961 rather than solely from the parties' agreement and held that the provision allows the Court broad discretion to ensure just and equitable outcomes, including ordering needful measures to protect vulnerable spouses from conduct that undermines their agreed entitlements. In the present case, the Respondent's repeated defaults, late payments, and lack of transparency created a risk that the Applicant would not receive her agreed share under the Consent Order. The Court held that this conduct justified the grant of a *Mareva* injunction to prevent frustration of the order.
10. The Court declined to require an undertaking as to damages, noting that such undertakings are primarily relevant in pre-judgment or *ex parte* applications where rights have yet to be determined. Here, the parties' rights had already been adjudicated under the Consent Order, rendering an undertaking unnecessary.
11. Ultimately, the Court granted a domestic *Mareva* injunction, restraining the Respondent from disposing of, dealing with, or diminishing his assets up to S\$7,564,092.50, being the remaining balance under the Consent Order. The Respondent was ordered to place this sum with his solicitors within 30 days, to be held on trust and disbursed to the Applicant in accordance with the Consent Order.

### **Learning outcomes – 3 novel points of law**

12. First, an applicant's undertaking to indemnify the respondent for any damages that might be suffered due to a *Mareva* order is not a default prerequisite when applying for a post-judgment *Mareva* order. This is unlike an application for a pre-judgment *Mareva* order where such undertakings are typically expected to be furnished by the applicant in order to secure a *Mareva* order. The Court accepted our submissions that the rationale underpinning pre-judgment undertakings – which is to secure any loss suffered by the respondent caused by a *Mareva* order preventing his dealing with his assets in the event the applicant fails at trial – do not apply with the same force once parties' rights have already been finally determined. That said, the requirement of an undertaking remains subject to the Court's discretion and must be assessed on a case-by-case basis.
13. Second, a post-judgment *Mareva* order may extend to the full outstanding judgment sums even where portions are for unaccrued obligations at the time of application (e.g., where the judgment orders for payment by instalments over time, and at the time of application, certain instalments were not yet payable). The Court accepted our submissions that such relief does not amount to the imposition of security, but is instead directed at preserving assets to prevent frustration of an existing Court order, with any security-like effect being merely incidental.
14. Thirdly, the Court's observation that the evidence in this case may well have not met the dissipation threshold in commercial proceedings, but sufficed in matrimonial proceedings, is particularly noteworthy. The Court grounded this distinction on the Women's Charter 1961, which raises broader questions as to how commercial principles of law may be adapted (or softened) in the area of family justice laws. This might open the door for litigants in the Family Justice Courts to make certain novel arguments in appropriate cases – we shall wait to see!

### **Harry Elias Partnership LLP**

Our matrimonial law department frequently works together with our civil and commercial litigation department to deliver holistic solutions for our clients. The above High Court decision is one such example. Often, in the course of a matrimonial dispute, it might be necessary or advantageous for clients to concurrently seek reliefs from other courts or bodies, such as situations involving disputes on corporate governance of an ongoing company or business entity jointly owned by the spouses, or disputes in respect of ownership of property (e.g., one spouse alleges that he/she is holding a property on trust for the beneficial interest of a parent, with the aim of taking the property out of the pool of matrimonial assets liable for division), or spousal harassment necessitating an application

to the Protection from Harassment Court, etc. As a leading full-service law practice, we are able to marry the strengths of our various practices to maximise results for our clients. Visit our website to learn more about our stellar practices: <https://www.harryelias.com/>

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