

SINGAPORE / JUDGMENT

XSN v XSO

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In the FAMILY JUSTICE COURTS OF the republic of singapore

[2026] SGHCF 25 District Court Appeal No 89 of 2025 Between XSN ... Appellant And XSO ...
Respondent

judgment

[Civil Procedure — Judgments and orders — Enforcement] [Contempt of Court — Civil contempt — Consent order stipulating that each party retain respective assets in their own names — Wife alleging husband had breached order by retaining dogs that were assets in her sole name — Whether wife had proved husband’s breach of court order] [Family Law — Consent orders — Interpretation] [Words and Phrases — “Each party shall retain their respective assets in their own names”] This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher’s duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports. XSN v XSO

[2026] SGHCF 25 General Division of the High Court (Family Division) — District Court Appeal No 89 of 2025 Teh Hwee Hwee J 23 April, 18 May 2026 28 August 2026 Judgment reserved. Teh Hwee Hwee J:

Introduction

1 This appeal concerns an application by the Appellant (“Wife”) for a committal order against the Respondent (“Husband”) for “continually” breaching a consent order pertaining to the ancillary matters of the parties’ divorce. The subject matter of the Wife’s application concerns two hounds, “X” and “Y” (collectively, “the dogs”), which the parties kept during their marriage. This breach, the Wife contends, lies in the Husband’s failure, refusal, and/or neglect to return the dogs, which she claims to own solely. 1 Foot Note 1 × FC/SUM 648/2025 filed on 22 March 2025 (“SUM 648”) (Record of Appeal (“ROA”) Vol 1 pp 123–124); Wife’s Statement for Order of Committal dated 5 March 2025 (“SOC”) at paras 4–5 (ROA Vol 1 pp 127–128); Wife’s Affidavit in SUM 648 dated 20 March 2025 (“W’s 2nd Supporting Affidavit”) at para 9 (ROA Vol 1 p 131). 2 The parties were married on 22 February 2020. Interim judgment was granted on 14 March 2024, 2 Foot Note 2 × Wife’s Affidavit in FC/SUM 491/2025 dated 5 March 2025 (“W’s 1st Supporting Affidavit”) at pp 8–9 (ROA Vol 1 pp 86–87). dissolving a childless marriage of just over four years. On 9 May 2024, the parties entered by consent the following orders on the ancillary matters (“AM Order”): 3 Foot Note 3 × W’s 1st Supporting Affidavit at pp 10–11 (ROA Vol 1 pp 88–89).

1. That the matrimonial flat at [Address] be sold in the open market within 1 year from date of final judgement [sic] and the sale proceeds shall be apportioned as follows:
 - (i) To make full payment of the [outstanding] house loan; (ii) To pay HDB resale levy, if any; (iii) To make the requisite CPF refunds in accordance with the applicable CPF laws to the respective CPF accounts of the [Wife] and the [Husband] (iv) To pay all costs and expenses incidental and relating to the sale of the matrimonial flat;
 - (v) The balance sale proceeds shall be divided equally between the [Wife] and the [Husband].
2. Each party shall retain their respective assets in their own names.
3. That there be no maintenance for [the Wife] and the [Husband]
4. That there is no order as to costs.
5. Liberty to apply It is paragraph 2 of the AM Order that the Wife alleges the Husband has deliberately disobeyed in contempt of court. 3 On 20 January 2025, the Husband moved out of the matrimonial home and took the dogs with him. 4 Foot Note 4 × W's 2nd Supporting Affidavit at para 11(a) (ROA Vol 1 p 132); Husband's Reply Affidavit in SUM 648 dated 2 May 2025 ("H's Reply Affidavit") at para 12 (ROA Vol 2 p 5). On 27 January 2025, the Wife's solicitors effected personal service of a letter on the Husband enclosing the AM Order endorsed with a penal notice ("Letter"). In that Letter, the Wife asserted her legal ownership over the dogs and demanded their return. 5 Foot Note 5 × W's 2nd Supporting Affidavit at para 12(a) and pp 26–27 and 48 (ROA Vol 1 pp 132–133, 154–155, and 176). The Husband did not return the dogs. 4 On 6 March 2025, the Wife filed FC/SUM 491/2025 for leave to commence committal proceedings against the Husband for his alleged non-compliance with paragraph 2 of the AM Order. 6 Foot Note 6 × FC/SUM 491/2025 filed on 6 March 2025 (ROA Vol 1 pp 73–74); SOC at para 1 (ROA Vol 1 p 75). Leave was granted on 12 March 2025. 7 Foot Note 7 × FC/ORC 1065/2025 in FC/D 192/2024 dated 12 March 2025 (ROA Vol 1 p 122). On 22 March 2025, the Wife filed FC/SUM 648/2025 ("SUM 648"), contending that she was the sole owner of the dogs that the Husband had been retaining in contumelious breach of the AM Order. 8 Foot Note 8 × SOC at paras 4–5 (ROA Vol 1 pp 127–128); W's 2nd Supporting Affidavit at para 13 (ROA Vol 1 p 133). 5 The learned District Judge ("DJ") heard the committal application on 5 June 2025 and dismissed it with brief reasons on 30 July 2025. He subsequently released his grounds of decision on 13 October 2025 in XSN v XSO [2025] SGFC 106 ("GD"). The Wife appeals against the DJ's decision. Having considered the parties' submissions and the evidence, I dismiss the appeal. The DJ's decision 6 The DJ held that the dogs were matrimonial assets and that, as with other assets, the parties could agree on how to deal with them, including by way of a consent order (GD at [31]–[32]). He noted, however, that the AM Order made no mention of the dogs, and that there was no evidence that the parties had applied their minds as to how the dogs were to be dealt with (GD at [33]–[34]). The dogs were also not included in the prayers for ancillary relief in the Wife's Statement of Claim or any court filings for the divorce, which might otherwise have shown that the parties had considered the fate of the dogs at the time the AM Order was made (GD at [35]).

In the absence of any evidence that the parties contemplated the dogs as falling under the AM Order, the DJ found paragraph 2 of the AM Order was ambiguous, and that the ambiguity should be resolved in the Husband's favour (GD at [48]).⁷ The DJ further found that the Wife was unable to provide any evidence that she was the owner of the dogs (GD at [36]–[38]), observing that in any event committal proceedings were not the correct procedure for determining the issue of ownership (GD at [39]). The DJ also found that the Husband had provided evidence explaining how he came into possession of the dogs (GD at [40]–[41]).⁸ The DJ accepted that the Husband had genuinely believed that the Wife was not the rightful owner of X. He found that the Wife's former husband "Mr A", whom the DJ referred to as X's "rightful owner", had represented to the Husband that the Husband could keep X. As for Y, the DJ found that it had been "given" to the Husband by its previous owner, "Miss B" (GD at [46]). Consequently, the DJ concluded that the Wife had failed to establish that the Husband had intentionally breached the AM Order. Further, the DJ was of the view that the Husband could avail himself of the defence of honest and reasonable mistake under s 21 of the Administration of Justice (Protection) Act 2016 (2020 Rev Ed) ("AJPA") (GD at [48]). Issues for determination⁹ The broad issue in the present appeal is whether the Husband's conduct in taking the dogs from the matrimonial flat on 20 January 2025 and retaining them despite having received the Letter on 27 January 2025 constitutes contempt of court.⁹ Foot Note 9 × SOC at paras 4–5 (ROA Vol 1 pp 127–128). The following questions arise for consideration:

- (a) Whether the dogs fall within the ambit of paragraph 2 of the AM Order and, if so, what it required the Husband to do and whether it is sufficiently clear to found committal;
 - (b) Whether the Wife has established that the dogs are assets in her sole name, which is the anterior factual question on which the alleged breach depends; and
 - (c) Whether the Husband intentionally disobeyed paragraph 2 of the AM Order, such that the mental element required for contempt is satisfied. Applicable law 10 Section 4(1) of the AJPA states that:
4. —(1) Any person who — (a) intentionally disobeys or breaches any judgment, decree, direction, order, writ or other process of a court; or (b) intentionally breaches any undertaking given to a court, commits a contempt of court.¹¹ It is well-established that a two-step analytical framework is employed in determining whether an alleged contemnor's conduct amounts to a contempt of court. First, the court will decide what exactly the court order required the alleged contemnor to do. In determining so, the court will interpret the plain meaning of the language used and resolve any ambiguity in favour of the person who had to comply with the order (PT Sandipala Arthaputra v STMicronics Asia Pacific Pte Ltd [2018] 4 SLR 828 (" PT Sandipala ") at [46(a)], citing Monex Group (Singapore) Pte Ltd v E-Clearing (Singapore) Pte Ltd [2012] 4 SLR 1169 (" Monex Group ") at [31]). The manner in which a court order is framed and extracted therefore determines whether the order can be enforced by way of committal proceedings. The order must be unambiguous as to what it requires of the alleged contemnor in order for committal proceedings to lie against him (Mok Kah Hong v Zheng Zhuan Yao [2016] 3 SLR 1 (" Mok Kah Hong ") at [78], referring to In

re Oddy, Major v Harness [1906] 1 Ch 93 and Iberian Trust , Limited v Founders Trust and Investment Company, Limited [1932] 2 KB 87 (“ Iberian Trust ”)). As explained in QU v QV [2008] 2 SLR(R) 702 (“ QU ”) at [19], it is “contrary to all notions of justice that a person could or should be punished for omitting to do an act stipulated in a court order when he does not know or is not certain when such omission constitutes a breach of the court order” (see also UNE v UNF [2019] SGHCF 9 (“ UNE v UNF ”) at [9], citing QU at [21]). Second, the court will determine whether the requirements of the court order have been fulfilled (PT Sandipala at [46(b)], citing Monex Group at [31] and STX Corp v Jason Surjana Tanuwidjaja [2014] 2 SLR 1261 at [12] and [13]). 12 To establish that there has been a contempt of court, the applicant has the burden of proving that the alleged contemnor had the necessary mens rea in doing the act or omission complained of. It must be shown that the conduct complained of was intentional and carried out with knowledge of all the facts which made such conduct a breach of the relevant court order. Further, the alleged contemnor must have disobeyed the court order wilfully or deliberately, and not merely accidentally or unintentionally (Monex Group at [30]). It is, however, not necessary to show that the alleged contemnor had appreciated that he was breaching the order; his motive or intention is irrelevant to the issue of liability, although it may be material in determining the appropriate penalty (Mok Kah Hong at [86]). 13 The applicable standard of proof to establish a contempt of court is that of the criminal standard of proof beyond reasonable doubt (Mok Kah Hong at [85], referring to Pertamina Energy Trading Ltd v Karaha Bodas Co LLC [2007] 2 SLR(R) 518 at [31]–[32], which cited In re Bramblevale Ltd [1970] Ch 128 at 137), a standard enshrined in s 28 of the AJPA. 14 With these principles in mind, I turn to consider what paragraph 2 of the AM Order requires of the Husband. Whether the dogs fall within the ambit of paragraph 2 of the AM Order 15 The gravamen of the charge levied by the Wife against the Husband in SUM 648 is that the Husband is in continuing breach of the AM Order in failing, refusing and/or neglecting to return the dogs to her. The Wife contends that the DJ erred in holding that the dogs did not fall within the scope of, or were otherwise dealt by, the AM Order. 10 Foot Note 10 × Appellant’s Case dated 14 November 2025 (“AC”) at paras 4 and 6–12. She argues that the dogs are “matrimonial assets” as defined by s 112(10) of the Women’s Charter 1961 (2020 Rev Ed) (“WC”) and, not having been excluded from division in the AM Order, fall to be dealt with along with the other matrimonial assets. 11 Foot Note 11 × AC at paras 11–12. 16 The Husband, on the contrary, argues that there is no authority for the proposition that all matrimonial assets are subsumed within the AM Order by virtue of its making. He contends that a court adjudicates on only what is placed before it and divides what the parties have identified, pleaded, and valued, and not on what they have chosen to leave unaddressed. To hold otherwise would be to attribute to the court a form of omniscience it does not possess. The court, as the Husband puts it, “cannot and does not miraculously divide assets that were never placed before it”. As the dogs were never within the contemplation of the parties when the AM Order was made, the Husband argues that its scope cannot now be “retrospectively enlarge[d]” to cover assets that were never raised before the court at the material time. 12 Foot Note 12 × Respondent’s Case dated 11 December 2025 (“RC”) at paras 6–12. 17 The court, in making an order on ancillary matters, does so in exercise of its statutory power to achieve

a just and equitable division of matrimonial assets under s 112(1) of the WC. A catch-all clause for assets in the name of a party in that context is most naturally read as giving effect to the purpose of ensuring that no asset in a party's own name falls through the cracks. That reading finds support in the observation made in *Sujatha v Prabhakaran Nair* [1988] 1 SLR(R) 631 at [16] by Chan Sek Keong J (as he then was) on the interpretation of court orders: [W]here an order of court is capable of being construed to have effect in accordance with or contrary to established principles of law or practice, the proper approach, in the absence of manifest intention, is not to attribute to the judge an intention or a desire to act contrary to such principles or practice but rather in conformity with them. 18 Both parties have proceeded on the basis that the dogs are matrimonial assets, the Husband 13 Foot Note 13 × RC at para 6. no less than the Wife. 14 Foot Note 14 × AC at para 12. 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. That would be to construe the order contrary to the established principle that the court's power under s 112(1) extends to all matrimonial assets. I agree with counsel for the Wife that the parties' matrimonial assets need not be specifically identified for them to fall within the ambit of paragraph 2 of the AM Order. 15 Foot Note 15 × Minute Sheet dated 23 April 2026 ("NE"). Here, the AM Order makes no specific mention of matrimonial assets besides the matrimonial flat. Paragraph 2 is 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. It is my judgment that, on its proper construction, the dogs fall within the ambit of paragraph 2 of the AM Order, even though they were not expressly provided for or mentioned therein. Whether paragraph 2 of the AM Order is sufficiently clear to found committal 19 Whether the dogs come within the scope of the AM Order is not, however, the end of the matter. There remains the question of whether paragraph 2 of the AM Order is clear in what it requires the Husband to do – a sine qua non for the imposition of liability for contempt (Singapore Court Practice (Jeffrey Pinsler gen ed) (LexisNexis, 2026) at para 23.2.16; see also [11] above). 20 In this regard, the Husband submits that the order is not sufficiently clear, as it does not do any of the following: impose a positive obligation on him in relation to the dogs, provide a timeframe for compliance, or prohibit him from dealing with, retaining, or caring for the dogs. 16 Foot Note 16 × Husband's Further Written Submissions filed on 14 May 2026 ("HFWS") at paras 6–7. 21 In *Mok Kah Hong* (at [78]), the Court of Appeal explained why it is imperative that an order be unambiguous as to what it requires an alleged contemnor to do, citing *Luxmoore J's* (as he then was) decision in *Iberian Trust*: [A]n 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 the defendant. This is, in our view, a rule of fairness. A defendant cannot be punished for failing to comply with an order of court if it is unclear what is expected of the defendant. 22 This point is illustrated by *UNE v UNF*, which concerned a committal application for an alleged breach of an order stipulating that the husband shall return the wife's personal photographs and photograph album in the matrimonial home. The husband had granted the wife access to the

matrimonial home to find her items. However, she was unable to locate them. The court held (at [18]) that the order was not sufficiently clear for the purpose of finding the husband to be in contempt of court. Additionally, the court noted (at [16]) that the items could be returned to the wife in a number of ways and a “sensible view” of what was practical should be taken. The husband’s interpretation of the order as meaning that he was not to keep the items and the wife could retrieve them from the matrimonial home was not unreasonable, considering the context in which the order was made (at [18]).²³ To determine whether the terms of paragraph 2 of the AM Order are unambiguous in stipulating what had to be done by the Husband, the analysis must necessarily begin with a consideration of the precise terms of that clause. Further, there is an anterior question of whether the dogs are the Wife’s sole name assets, for it is only if they are that the Husband could be said to be obliged to return them to her.²⁴ I observe that the Wife faces an uphill task, for paragraph 2 of the AM Order simply states that each party is to retain their respective assets in their own names. That is an allocative clause (“[e]ach party shall retain”) that assigns to each party the assets that belong to that party. It does not identify which assets were in each party’s name or resolve any dispute as to the ownership of any particular asset. In my view, it is unclear whether paragraph 2 of the AM Order, as framed, imposes an obligation on the Husband to deliver the dogs to the Wife, or is sufficiently certain to found committal. It is trite that any ambiguity in an order is to be resolved in favour of the person bound to comply with it, and the Husband is entitled to the benefit of that doubt (*Monex Group* at [31]). Moreover, to hold otherwise would be to deploy committal proceedings to resolve what is, in essence, an unresolved question of ownership, which, as I will explain, the Wife has not established in any event. It is to that question that I now turn. Whether the Wife has established the anterior fact on which the alleged breach depends²⁵ The Wife’s case is that the dogs are assets in her sole name, such that the Husband’s retention of them constitutes a breach of paragraph 2 of the AM Order. She contends that the DJ erred in not finding that the dogs belonged to her.¹⁷ Foot Note 17 × AC at para 13. ²⁶ Both parties are aligned that the dogs are matrimonial assets. ¹⁸ Foot Note 18 × AC at para 12; RC at para 6. The Wife submits, ¹⁹ Foot Note 19 × NE. and the Husband does not dispute, that the dogs are chattels. Both parties are also aligned that the ownership of the dogs falls to be determined by reference to orthodox principles of property law. ²⁰ Foot Note 20 × Wife’s Further Written Submissions filed on 18 May 2026 (“WFWS”) at para 6; HFWS at paras 14, 18 and 23. This approach is premised upon the characterisation of dogs as personal property, notwithstanding that they are, to many, cherished companions treated as members of the family rather than mere articles of possession. That characterisation is consistent with how animals have been considered in previous cases (see, eg , *Walker Helen Debra v Soh Poh Geok* [2021] SGM 79 at [20] and [24], where the court held that dogs are chattels in a case involving claims for damages for the death of a dog and injury to another caused by a motor accident, relying on *Wang Sam Li n v Burridge Steven Harold* [2009] SGHC 252 at [21] which treated a racehorse as chattel for the purposes of an action in trespass, citing *Clerk & Lindsell on Torts* (Sweet & Maxwell, 19th Ed, 2006) at para 17–123). Where they diverge is on the application of those principles to the facts. ²¹ Foot Note 21 × WFWS at paras 6–34; HFWS at paras 10–24. ²⁷ The Wife submits that

Tan Huey Kua n v Tan Kok Chye [2011] 3 SLR 960 (“ Tan Huey Kuan ”) supports her position that “the Court should first determine ownership by reference to the legal basis of acquisition and the objective evidence”, 22 Foot Note 22 × WFWS at para 14. and identifies “adoption, gift, transfer, trust, agreement, or joint acquisition” as examples of the “basis of ownership”. 23 Foot Note 23 × WFWS at para 7. She contends that as the Husband was unable to rebut the documentary evidence of ownership that she has adduced, it should therefore be relied on “without further analysis”. 24 Foot Note 24 × AC at para 13(a). Her case rests heavily on two licences issued to her by the Animal and Veterinary Services (“AVS”) under the Animals and Birds Act 1965 (2020 Rev Ed) (“ABA”) read with the Animals and Birds (Licensing and Control of Cats and Dogs) Rules 2024 (“Licensing Rules”) (see GD at [23]):

- (a) On 8 July 2016, a dog licence for X listing the Wife as licensee was issued. 25 Foot Note 25 × W’s 2nd Supporting Affidavit at pp 18–19 (ROA Vol 1 pp 146–147).
- (b) On 16 January 2025, a dog licence for Y listing the Wife as licensee was issued. 26 Foot Note 26 × W’s 2nd Supporting Affidavit at pp 20–21 (ROA Vol 1 pp 148–149). 28 Relying on these AVS licences, the Wife submits that she is the legal owner of the dogs. 27 Foot Note 27 × AC at para 13(a). The Wife also relies on other documents listing her as the “owner” and bearing her contact details, such as veterinary records for both dogs and a certificate of sterilisation for Y. 28 Foot Note 28 × W’s 2nd Supporting Affidavit at p 45 (ROA Vol 1 p 173); Wife’s Supporting Affidavit in FC/D 192/2024 dated 11 June 2025 at para 8 and p 17 (ROA Vol 3 pp 13–15 and 27); NE. 29 The Husband, on the other hand, argues that ownership is determined by transfer of title, to be assessed by reference to “objective proprietary indicators” such as payment for the dogs and evidence of subsequent transfer of ownership. 29 Foot Note 29 × HFWS at paras 13–14. In this regard, he refers to US and Canadian cases where the court had to determine the ownership of dogs, citing *Baker v Harmina* 2018 NLCA 15, *Arrington v Arrington* 613 S W 2d 565 (Tex Civ App 1981) and *King v Mann* 2020 ONSC 108. Although none of those cases involved committal proceedings, the Husband submits that those courts had relied on usual principles of personal property law, such as examining proof of purchase or gift, to determine questions as to the ownership of dogs. 30 Foot Note 30 × HFWS at paras 12–23. 30 It is the Husband’s case that the parties came into possession of the dogs as follows:
 - (a) X had been purchased by Mr A, the Wife’s former husband, in or around 2016, using his credit card. In a WhatsApp conversation with Mr A, the Husband was informed by Mr A that the Wife took X into her possession without Mr A’s permission. She was obliged, as agreed by her lawyer, to return X to Mr A or pay Mr A \$5,000 for X, but she did neither. The Husband asserts that he acquired X from Mr A, adducing screenshots of messages the Husband exchanged with Mr A to show that Mr A had agreed for X to remain with the Husband. 31 Foot Note 31 × H’s Reply Affidavit at para 13 and pp 14–15 (ROA Vol 2 pp 5 and 16–17); GD at [40] (ROA Vol 1 pp 19–20).

- (b) As for Y, the Husband stated that he had personally adopted Y sometime in 2019 from “a dog seller” known as “Miss B”, 32 Foot Note 32 × H’s Reply Affidavit at paras 17–19 (ROA Vol 2 p 6); GD at [29] and [41] (ROA Vol 1 pp 17 and 20). who confirmed on affidavit that she had given Y to the Husband alone. 33 Foot Note 33 × Affidavit of [Miss B] dated 6 May 2025 (“[Miss B’s] Affidavit”) at para 6 (ROA Vol 3 p 5). According to the Husband, he did not think that it was necessary to register Y with AVS, but the Wife had registered Y in her name without his consent. 34 Foot Note 34 × H’s Reply Affidavit at para 19 (ROA Vol 2 p 7). The Husband therefore submits that his titles to the dogs are derived from those of Mr A and Miss B, and that he is the owner of the dogs. 35 Foot Note 35 × HFWS at paras 11–24; NE. 31 The question of ownership which arises here, and the nature of the inquiry it entails, must be understood in their proper context. The parties agreed, by paragraph 2 of the AM Order, that each would retain the assets in his or her own name. The question before this court is not which of the parties has the better claim to ownership of the dogs. Instead, it is the narrower one of whether the Wife has established that she is the sole owner of the dogs, as she asserts, for it is only on that basis that the alleged obligation to return them, and the alleged breach of that obligation, can be made out. 32 The question is also not who is ultimately to have possession of the dogs, for in these committal proceedings, this court is not exercising the power under s 112 of the WC to determine how the dogs, as part of the pool of matrimonial assets, should be allocated so as to achieve a just and equitable division. As observed in *U DA v UDB* [2018] 3 SLR 1433 at [27], s 112 of the WC enables the court to interfere directly with the property rights of the divorcing parties, allowing it to divide between the spouses properties owned by and held solely in the name of one party. As with other matrimonial assets, the fact that a pet animal was legally acquired by one spouse would not by itself preclude it from being allocated to the other party, and the court is required under s 112(2) of the WC to take into account all the circumstances of the case in making the allocation. That question does not arise in any event, because the parties have, by paragraph 2 of the AM Order, agreed that each party would retain the assets in his or her own name, with the consequence that possession follows ownership — and it is the Wife’s claim to sole ownership of the dogs that this court is now called upon to assess. 33 Having made clear what the inquiry does not engage, I turn to the question of whether the Wife has established that she is the sole owner of the dogs, as she asserts, for the purposes of these committal proceedings. The relevant form of ownership in this case is derivative ownership, that is to say, “ownership derived from an owner by a transfer which extinguishes his title of ownership”, such as by sale and purchase, gift, or other forms of voluntary transfer (Tan Yock Lin, *Personal Property Law* (Academy Publishing, 2014) at para 10.003), and in the case of animals, also by adoption (Tan Huey Kuan). 34 That ownership of a dog falls to be determined by reference to the transfer of ownership is demonstrated by Tan Huey Kuan , where the court resolved the question of ownership by examining the adoption agreement as the instrument by which the dog had been acquired. There, two unmarried parties had kept a pet dog together. The questions before the court were whether they had jointly adopted the dog under an adoption agreement, and who should have possession of it. Although the first defendant claimed to be the sole owner and adopter, the court found that both parties were joint adopters and

owners (at [5]–[6]). Critically, the court relied on evidence of the dog’s adoption in its analysis, and placed particular weight on the fact that: (a) both parties’ names were reflected in the adoption agreement as owners; (b) the plaintiff had signed it in her personal capacity as an adopter as well as on behalf of the first defendant as the other adopter; and (c) the first defendant’s own correspondence was confirmatory of the fact that the plaintiff was a party to the adoption agreement as an adopter. Significantly, the court held that the contact information of the first defendant which was embedded in the microchip of the dog served the practical purpose of facilitating the return of a lost animal and would not establish ownership per se (at [5(f)]). This demonstrates that where ownership is in dispute, regulatory or administrative records, while they may be consistent with ownership, would not in and of themselves establish it. I turn now to consider the Wife’s evidence. 35 In relation to the AVS licences, I agree with the Husband’s submission that the AVS licensing regime is a regulatory framework for traceability and public health compliance, not a mechanism for resolving private property disputes. 36 Foot Note 36 × RC at para 15. This reading finds support in the AVS website, which states that under the Licensing Rules, all cats and dogs must be licensed “for traceability in the event of an outbreak in disease, such as rabies” (Animal & Veterinary Service, Licensing Requirements <https://avs.nparks.gov.sg/pets/licensing-a-pet/information-on-dog-and-cat-licences/licensing-requirements/> (accessed 28 August 2026)). The explanation offered on that website is consistent with Parliament’s intention for the pet licensing regime under the ABA to serve as a measure to achieve a robust animal traceability system which is “critical in protecting public and animal health” (Singapore Parl Debates; Vol 94, Sitting No 124; [4 March 2020] (Sun Xueling, Senior Parliamentary Secretary to the Minister for National Development)). The Wife has not identified any provision in the ABA or the Licensing Rules indicating that the AVS licensing regime is akin to a pet ownership registration regime. Indeed, the Wife had submitted that the AVS is the only institution that keeps a database of pet owners to contact them “in event of dog attacks or disease outbreaks”, 37 Foot Note 37 × AC at para 13(a)(i). evincing an acknowledgement that the scheme of AVS registration was not specifically intended for registering pet ownership. 36 At the hearing of this appeal, the Wife’s counsel conceded that the AVS licenses do not confer ownership through registration, but asserted that those licences, coupled with the other documents that she relies on, proved that the dogs were assets in the Wife’s sole name. 38 Foot Note 38 × NE. In my view, the concession was rightly made, but the assertion cannot be sustained. As a matter of evidence, a licence is an indicator from which ownership may be inferred, because the person who obtains a licence to keep a dog will ordinarily be the owner of the dog, but the inference is only as strong as the facts of the case allows. Here, the Wife did not present any account as to how she had acquired ownership of the dogs, and she also did not refute the Husband’s positive account of how he came to own them. 37 As for the veterinary records, they are in nature comparable to the provision of contact details considered in Tan Huey Kuan . In that case, the court found that such details “would not establish ownership per se ” (at [5(f)]). In contrast to the adoption agreement, little weight was accorded to the fact that the first defendant’s contact information appeared in the dog’s microchip registration, the court

reasoning that the provision of contact details served only to facilitate the return of a missing dog and did not establish ownership per se (at [5(f)]). 38 As for the sterilisation certificate relied on by the Wife, which names her as “Owner” of Y, it stands on no stronger footing than the contact details in the microchip in Tan Huey Kuan . The certificate is merely an administrative document that was never intended to confer or reflect proprietary title – it was issued on the dog clinic’s letterhead with the Wife’s contact information and Y’s details written by hand, and clearly states that its purpose is “to certify that [sterilisation] has been performed on the undermentioned animal” (ie , Y). 39 Foot Note 39 × Wife’s Supporting Affidavit in FC/D 192/2024 dated 11 June 2025 at p 17 (ROA Vol 3 p 27). 39 I note that the Wife asserts in her Appellant’s Case that X was a “gift to [her] 5 years prior to the marriage” 40 Foot Note 40 × AC at para 12(a). and that Y was “jointly obtained by parties” during marriage. 41 Foot Note 41 × AC at para 12(b). However, there is no evidence to substantiate her assertions that title to the dogs had been transferred to her such that she came to be the sole owner of either dog. Notably, she has not even identified who gave her X or whom she acquired Y from. She has confined herself to challenging the admissibility and veracity of the Husband’s evidence, 42 Foot Note 42 × Wife’s Written Submissions in SUM 648 dated 14 July 2025 at para 19 (ROA Vol 3 pp 319–320); AC at para 13(c); NE. without responding to his positive accounts that Mr A had given X to him and that he had personally adopted Y from Miss B. I am therefore unable to accept the Wife’s claim of sole ownership of the dogs based on the available evidence. 40 The ownership of the dogs has to be established in these proceedings because the Wife asserts that the dogs are assets in her sole name, for it is on that basis that she contends the Husband was obliged to return them to her under paragraph 2 of the AM Order. Neither party has squarely addressed the question of what standard of proof ought to apply where, as here, ownership falls to be determined within the context of contempt proceedings. It is, in any event, immaterial, since, on the evidence before the court, the Wife’s ownership is not established on either standard. Although the Wife has adduced documents that a person who owns a dog would ordinarily obtain or possess, such documents were not intended to confer, or serve as records of, proprietary title. Despite her case that the ownership of the dogs should be determined by reference to their acquisition, 43 Foot Note 43 × WFWS at para 9(a). she has adduced no evidence of how title passed to her. This is thrown into sharper relief by her own case that Y was “jointly obtained by the parties during the pendency of the marriage”, 44 Foot Note 44 × AC at para 12(b). for she has offered no explanation of how Y has since come to be an asset in her sole name. Her failure to engage with the Husband’s positive account that Mr A gave X to him and that he personally adopted Y from Miss B is particularly significant, given that she does not have a substantiated account of how the dogs came to be solely hers. The predicate for the alleged breach is therefore not made out, and the charge of contempt must fail. That so much ink has been spilled on the threshold question of who owns the dogs speaks volumes as to the unsuitability of committal as the means to resolve what is, at its heart, a genuinely contested question of ownership, a point to which I will return. Whether the Husband intentionally disobeyed paragraph 2 of the AM Order 41 I turn next to examine whether the mental element required for committal is satisfied. On appeal, the Wife submits that the DJ

erred in finding that the Husband did not “contumeliously breac[h]” the AM Order. 45 Foot Note 45 × AC at paras 15–18. She argues that the mere retention of the dogs by the Husband is “a clear breach” of the AM Order, 46 Foot Note 46 × AC at para 16. and that once her solicitors had served the Husband the Letter, the Husband was put on notice that his actions were a contumelious breach and he could not reasonably be under an honest failure to understand his obligation to return the dogs. 47 Foot Note 47 × AC at para 17(b). 42 The Husband, in response, submits that the penal notice in the Letter was no more than the Wife’s allegation that the Husband had breached the AM Order. 48 Foot Note 48 × RC at para 39. As the Husband “genuinely believed” he was not in breach, merely receiving the Letter could not establish “contumelious intent or knowledge of wrongdoing”. 49 Foot Note 49 × RC at para 40. 43 Where a court order is not sufficiently clear as to what it requires of the alleged contemnor, it has a reflexive effect on the mens rea of the charge advanced against him, for it cannot be said that he had intentionally breached the same with knowledge of all the relevant circumstances which constitutes his contempt (see, eg , *UNE v UNF* at [18]–[20]). This is the position here, given that paragraph 2 of the AM Order has not been found to be sufficiently clear to found committal. 44 Insofar as the Wife relies on her solicitors serving the Letter on the Husband to show that he had the requisite mens rea , 50 Foot Note 50 × AC at paras 17(a)–17(b). that reliance is misplaced for three reasons. First, the penal notice was premised on the dogs being the Wife’s sole name assets, which is a premise that has not been established. Second, the penal notice cannot provide the clarity that paragraph 2 of the AM Order lacks to found committal. Third, the Husband had a not unreasonable explanation for believing that the dogs were his and for retaining them, 51 Foot Note 51 × H’s Reply Affidavit at para 25 and pp 14–15 (ROA Vol 2 pp 8 and 16–17); [Miss B’s] Affidavit at pp 7–8 (ROA Vol 3 pp 9–10). one that would, in any event, preclude a finding of the intentional disobedience that contempt requires. In my judgment, the Wife has not discharged her burden of proving that, in retaining the dogs and not returning them to her, the Husband had the necessary mens rea required for contempt.

Conclusion

45 For the foregoing reasons, it is my judgment that the Wife has not proved beyond reasonable doubt that the Husband is in contempt of court. Accordingly, I dismiss the appeal. 46 I note for completeness that the DJ held that the Husband was further entitled to rely on the defence of honest and reasonable mistake under s 21 of the AJPA (GD at [48]), a finding the Wife has challenged. 52 Foot Note 52 × NE. However, as the Husband has not been found to be in contempt, this defence requires no separate consideration. In any event, the defence rests on the same factual matters already addressed. 47 I return to the observation mentioned earlier (at [40]). Committal is a remedy of last resort (*Mok Kah Hong* at [96]). The dispute as to the ownership of the dogs should have been settled amicably by mediation or, failing that, resolved by a properly constituted application for that purpose, with committal reserved only for the deliberate breach of a clear obligation. The dogs once shared the parties’ home, and both parties profess to care for them. That dimension of the matter is precisely why the parties are better placed than the court

to arrive at a sensible arrangement for the dogs, and I would encourage them to do so. 48 Costs are to be agreed; otherwise, written submissions on costs, limited to five pages, are to be filed within seven days after the date of this judgment. Teh Hwee Hwee Judge of the High Court Roy Paul Mukkam, Abdul Wahab bin Saul Hamid, Muhammad Hasif bin Abdul Aziz, Diyana binte Atan (A W Law LLC) for the appellant; Mohamed Baiross, Kulvinder Kaur, Caryn Lee Ke Wen, Marina Mohamad Sani (IRB Law LLP) for the respondent.

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