

LAY LIAN KEE

**Rajah & Tann Singapore LLP
Singapore**

**Email: lay.lian.kee@rajahtann.com
Website: www.rajahtann.com**



Lay Lian Kee graduated from the National University of Singapore in 1985. She specialises in Family Law, Adoption, Probate and Trust and has successfully dealt with many complex Family and contentious Probate and Trust cases. Lay Lian Kee is active in pro-bono work and has been a volunteer in the Armed Forces Association Legal Information Service since 2004 and a volunteer lawyer of the Legal Aid Bureau, Singapore and is also a Facilitator for Family Law and Wills, Probate and Administration courses of the Singapore Institute of Legal Education. She is an Associate Mediator of the Singapore Mediation Centre and helps with mediation in Small Claims Tribunal as a volunteer mediator. She is a Collaborative Family Practitioner, Parenting Co-ordinator and a member of Society of Estate and Trust Practitioners (STEP).

KEE HUI YEE

**Partner, Kanesalingam & Co.
Council Member, Malaysian Bar
Co-Chairperson, Family Law Committee
Kuala Lumpur
Malaysia**

**Email: huiyee@kanesalingam.com
Website: www.kanesalingam.com**



Kee Hui Yee was admitted as an Advocate and Solicitor of the High Court of Malaya in 2019. Hui Yee is a Partner at Kanesalingam & Co and was elected to the Malaysian Bar Council in 2022 as its youngest member. She currently serves as Co-Chairperson of the Family Law Committee and the National Young Lawyers and Pupils Committee.

In her family law practice, she advises clients on cross-border matters involving asset division, financial arrangements, and issues concerning children. Her experience includes advising in disputes involving the estate of a billionaire with assets and testamentary instruments across multiple jurisdictions, as well as highly contentious corporate shareholder disputes involving family members.

She is an accredited mediator with the Malaysian International Mediation Centre, a trained collaborative lawyer with the International Academy of Collaborative Professionals, and a member of the Commonwealth Lawyers Association, LAWASIA, and the Inter-Pacific Bar Association.

**DATIN PADUKA JUSTICE EVROL
MARIETTE PETERS**

**Court of Appeal
Malaysian Judiciary
Malaysia**

Email: mariette@kehakiman.gov.my



Justice Evrol Mariette Peters is a Judge of the Court of Appeal of Malaysia.

She obtained both her Bachelor and Master of Laws from the University of Malaya and later lectured at its Faculty of Law, where she taught Evidence and Jurisprudence. During this period, she authored several publications, including *The Law of Evidence in Malaysia*.

In 2002, she returned to legal practice, working first at a leading law firm in Kuala Lumpur before continuing in Singapore.

Justice Peters was appointed to the Bench in 2019 and later served at Kuala Lumpur Family Court in 2022. She was elevated to the Court of Appeal in July 2025.

She currently serves on the Judiciary's Committees on Family Law, Mediation, and the Judiciary Yearbook. She also chairs the ASEAN Standing Committee of Women in Law.

Her most recent publication is *Law and Practice of Family Law in Malaysia*, co-authored and published in August 2025.

PRAWIDHA MURTI

Prawidha & co

Jakarta

Indonesia

Email: prawidha.murti@prawidhalaw.com

Website: www.prawidhalaw.com



Wida has been practising litigation for more than 18 years. Within this time she had handled many cross border corporate commercial disputes, bankruptcy, restructuring (PKPU / Suspension of Payment Obligation) employment disputes, International and domestic arbitration, and other various International Cross Border Disputes. She has been assisting in many foreign proceedings, courts and arbitrations. While doing these jobs, she gained experience in working with many prominent International Law Firms, Foreign and UK's Queen Counsels.

Within 18 years of experience she has expanded beyond commercial litigation to include cross-border family law, cross-border asset settlements and criminal proceedings, as well as a niche practice in anti-monopoly proceedings, including hearings before the Indonesian Competition Supervisory Authority (KPPU), Industrial Relation Courts for employment dispute. Her practice has also broadened as strategic advisor in bankruptcy and restructuring, employment contract, dismissal and redundancy, employment dispute in Industrial Court. Wida also has developed a strong background in the private wealth sector, advising on complex cross-border family law issues, succession planning, and asset protection.

ALEXANDER LEUFTINK (LLM)

**Partner, Lawyer, Divorce Mediator
LINK Lawyers
Amsterdam
The Netherlands**

**Email: aleuftink@linkadvocaten.nl
Website: www.linkadvocaten.nl**



Alexander Leuftink is a Netherlands-based family lawyer and accredited mediator with over two decades of experience in complex domestic and cross-border family law matters. Admitted to the Dutch Bar in 2005, he advises entrepreneurs, executives, and internationally mobile families on divorce and child-related disputes, with particular expertise in private international law and jurisdictional issues. He regularly acts in cases involving international child abduction, both Hague and non-Hague countries.

Alexander is a certified divorce mediator and a collaborative lawyer, combining strategic litigation capability with structured settlement techniques. For eight years he was a board member of the Dutch Association of Family and Succession Lawyers & Divorce Mediators (vFAS) acting four years as president of the association and has contributed to professional training and thought leadership within the field. During his presidency he was also a board member of the Dutch Mediators Federation (MfN) and he is a co-founder of the private international law training program.

ELIZABETH ANNE HICKS

**Family Law in Partnership Ltd
London
England**

**Email: eh@flip.co.uk
Website: www.flip.co.uk**



Elizabeth Hicks has been admitted as a Solicitor in England and Wales since 1995. She first became a partner in a law firm in 2001 and is currently a Director and Shareholder in Family Law in Partnership in London (which she joined in October 2020).

Elizabeth is listed as an expert and leader in the field of family law in both Legal 500 and Chambers and Partners UK. She regularly acts for extremely wealthy individuals. She is a trained collaborative lawyer with substantial experience of international cases involving trusts and offshore assets. Elizabeth also regularly prepares multi million pounds international prenuptial agreements. She has a particular interest in complex private law children disputes and writes and lectures on all aspects of family law.

KIM KIELLER LL.B, LL.M, ACCFM

AGREE

Mediation. Arbitration and Consulting

Barrie, Ontario

Canada

Email: kimkieller@rogers.com

Website: www.agreemediation.ca



Kim has been a respected leader in family and estate litigation for over four decades. Kim's family litigation practice is primarily focussed on property issues including constructive and resulting trust claims as well as complex income and corporate property claims. Kim has consistently been voted by her peers to be included in "Best Lawyers" and "Lexpert" "best of" ratings for over a decade and is an often requested speaker at legal education programs. She has sat as an appointed Dispute Resolution Officer for over a decade. Kim holds a Masters Degree in Law, focussed on Dispute Resolution and is a member of the IAFL DR committee. As a sought after non profit board member, Kim focuses her efforts on governance issues.

Moderators: Kee Lay Lian
Kee Hui Yee

WHAT IS HOT IN PROPERTY DIVISION IN CROSS-BORDER DISPUTES

1

PANELISTS

Elizabeth Hicks (England and Wales)

Alexander Leuftink (Netherlands)

Kim Kieller (Canada)

Prawidha Murti (Indonesia)



2

TOPIC 1: PROPERTY REGIME & POOL

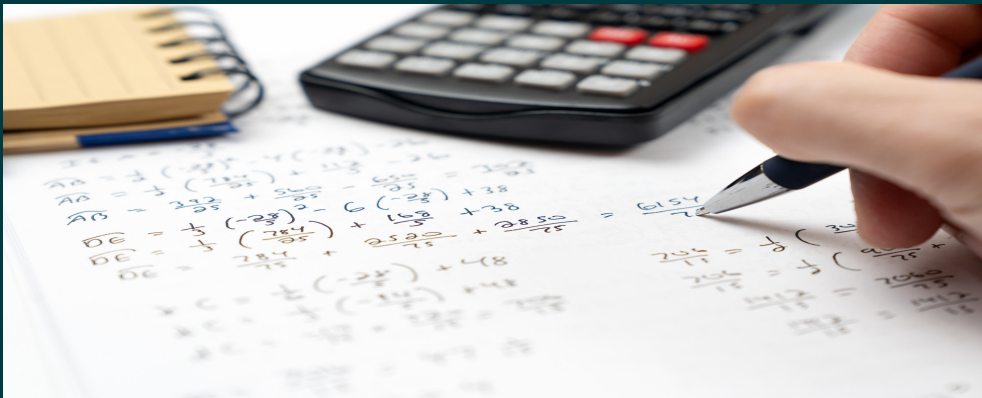
3

Topic 1: Property Regime & Pool
Elizabeth Hicks (England and Wales)



4

Topic 1: Property Regime & Pool
Elizabeth Hicks (England and Wales)



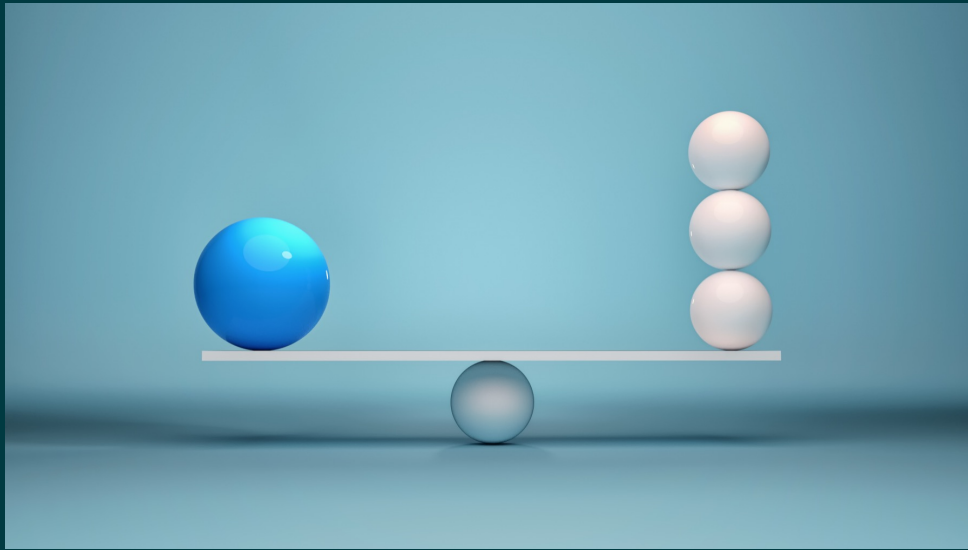
5

Topic 1: Property Regime & Pool
Elizabeth Hicks (England and Wales)



6

Topic 1: Property Regime & Pool
Elizabeth Hicks (England and Wales)



7

Topic 1: Property Regime & Pool
Alexander Leuftink (Netherlands)



The
Netherlands
Marriage & Property law
in the Netherlands

Alexander Leuftink


"The Jewish Bride"
Rembrandt van Rijn 1665 – 1669
Rijksmuseum Amsterdam



Symbolises marriage and the historical unity of spouses' property

8

Topic 1: Property Regime & Pool
Alexander Leuftink (Netherlands)



General community of property until 1 January 2018

Scope of the community
All assets and liabilities of the spouses formed part of the matrimonial community, including:

- Assets and debts owned prior to the marriage
- Assets acquired during the marriage
- Inheritances and gifts, unless subject to an exclusion ("*uitsluitingsclausule*")

The community was comprehensive and automatic, unless excluded by a prenuptial agreement.



9

Topic 1: Property Regime & Pool
Alexander Leuftink (Netherlands)

Limited community of property (marriages from 1 January 2018)


Included

- Assets acquired during the marriage
- Income earned during the marriage
- Debts incurred during the marriage

Excluded

- Pre-marital assets
- Inheritances and gifts (unless stated otherwise)
- Pre-marital businesses and investments

Prenuptial agreements may deviate from this system



10

Topic 1: Property Regime & Pool
Kim Kieller (Canada)

The Canadian Family Law Regime(s)

- Unlike other countries, Canada is governed by two different foundational legal regimes. In the province of Quebec, the basic law is dealt with by the civil code (historically from France) and the balance of the country follows the common law
- Certain areas of family law are mandated federally (divorce, married parties issues surrounding parenting and child and spousal support.
- If the parties are not married then the relative provincial statutes govern parenting and child and spousal support.
- All property related issues are provincially governed through statute.

11

Topic 1: Property Regime & Pool
Kim Kieller (Canada)

Family Law PROPERTY regimes

- 13 different regimes – each province and territory – mostly the same. Focus here is Ontario (common law and statute). Certain indigenous rights and statutes as well.
- History – commenced in the early 70s and then revised in 1986
- The Family Law Act fixes a date of separation for the parties. Assets and liabilities are fixed as of the date of separation.
- Then each party calculates their "net family property" (see next page) as defined in the legislation. The parties then equalize (50% of the difference) and that amount becomes an enforceable payment.

12

Topic 1: Property Regime & Pool
Kim Kieller (Canada)

How Net Family Property is calculated – Married couples only

- The parties each add up all their assets on valuation date. Joint property is usually (but not always) equally divided.
- They then calculate the amount of debt they each have or is joint on the valuation date.
- The value of the assets (or debt) on the date of marriage is then placed into the equation.
- The net amount of each party is equalized with the higher property valued spouse paying the “equalizing” amount to the lower valued spouse. This is called the NFP amount (net family property payment)

13

Topic 1: Property Regime & Pool
Kim Kieller (Canada)

Special Circumstances

- In the event that a party has received a gift, inheritance, MVA action damages and certain other payments during the marriage and is able to trace the money/asset from the date of receipt to the valuation (separation date) the whole asset may be “excluded” from the NFP calculation.
- Trusts – if there is a family trust or, for example, a testamentary trust where the individual is alive these assets may not be included in the calculation
- Equitable trusts (resulting and constructive trusts) – very complicated but the Ontario Act and its interpretation have most other provinces and territories have restrictions on their use for married parties.

14

Topic 1: Property Regime & Pool
Kim Kieller (Canada)

Common Law Parties

- The Family Law Act does not apply to non married parties.
- Certain sections in the Act (support and domestic contracts) do apply, however
- For jointly owned property the registration of the property is usually binding (joint tenancy or tenancy in common).
- If not on title the only manner to receive a property division is in the equitable claims of a constructive or resulting trust (which terms are beyond where we are in this presentation)

15

Topic 1: Property Regime & Pool
Prawidha Murti (Indonesia)

Default Regime + Pool

Indonesia — Matrimonial Property Regime (Default)

- Default: Joint property (Harta Bersama) for assets acquired during marriage (Law No. 1 of 1974)
- Separate property (Harta Bawaan):
 - owned before marriage
 - inheritance/gifts received individually
- No formal elective regime (community vs separate) — unless modified by agreement

Pool

- Included: income, savings, real estate, business interests acquired during marriage
- Excluded: premarital assets; individual inheritance/gifts; assets excluded by prenup/postnup

16

Topic 1: Property Regime & Pool
Prawidha Murti (Indonesia)

How Courts Divide

Division Approach

- General rule: equal division (50/50) of joint property
- Needs: may affect use/occupation (e.g., home for custodial parent), not ownership split
- Contribution: presumed equal; no formal weighting of financial vs non-financial
- Compensation: rarely applied

Cross-border practical note

- Orders most effective for assets in Indonesia; overseas assets may require separate steps/recognition.

17

TOPIC 2:
DOES CONDUCT /
VIOLENCE / MAINTENANCE
AFFECT DIVISION?

18

Topic 2: Does conduct / violence / maintenance affect division?
Elizabeth Hicks (England and Wales)



19

Topic 2: Does conduct / violence / maintenance affect division?
Elizabeth Hicks (England and Wales)



20

Topic 2: Does conduct / violence / maintenance affect division?
Elizabeth Hicks (England and Wales)



21

Topic 2: Does conduct / violence / maintenance affect division?
Alexander Leuftink (Netherlands)



22

Topic 2: Does conduct / violence / maintenance affect division?

Kim Kieller (Canada)

Conduct of Parties (DV)

- In Canada there is a "no fault" routine pursuant to the Divorce Act. A period of separation (one year without reconciliation) is sufficient to obtain a divorce. The cruelty and adultery grounds still exist on paper but are very rarely used.
- As the understanding of domestic violence and corrosive control literature and its consequences grows, most family law legislative action have been updated to consider the law regarding parenting time, spousal support and an unequal division of net family property.
- We are waiting for a decision from the Supreme Court of Canada as to whether Canadian (provincial) will allow damages by tort for the act of domestic violence – the hearing was last fall and this will be a foundational decision.

23

Topic 2: Does conduct / violence / maintenance affect division?

Prawidha Murti (Indonesia)

Conduct Factors Generally Don't Shift Division

Do violence/misconduct/disadvantage affect property division?

- Generally no. Joint property still divided 50/50; separate property stays with owner
- Family violence: relevant to divorce grounds/custody; not asset shares
- Spousal maintenance: ongoing post-divorce spousal maintenance generally not recognised; child support enforceable
- Economic disadvantage: not used to adjust property division
- Bad conduct (adultery/abandonment): may ground divorce; no punitive redistribution

Takeaway: conduct and hardship mostly affect divorce/custody/support, not the property split.

24

TOPIC 3: CONTRACTING OUT (PRENUPS / POSTNUPS)

25

Topic 3: Contracting Out (Prenups / Postnups)
Elizabeth Hicks (England and Wales)



26

Topic 3: Contracting Out (Prenups / Postnups)
Elizabeth Hicks (England and Wales)



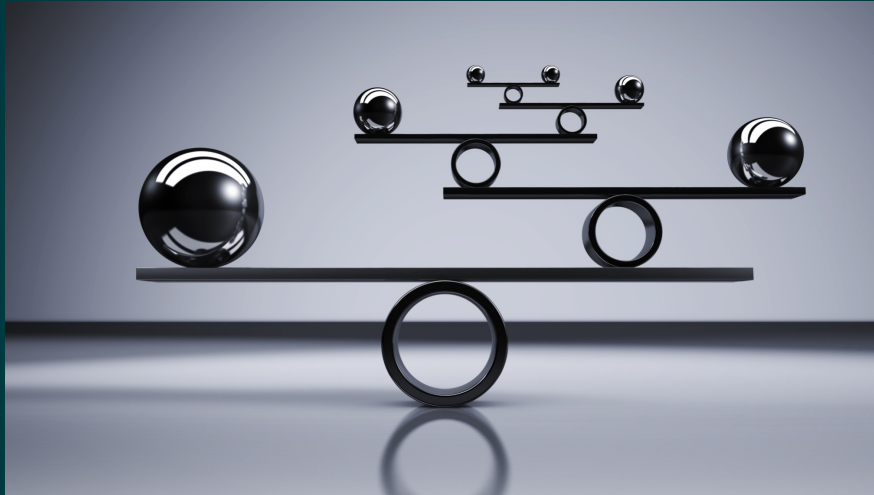
27

Topic 3: Contracting Out (Prenups / Postnups)
Elizabeth Hicks (England and Wales)



28

Topic 3: Contracting Out (Prenups / Postnups)
Elizabeth Hicks (England and Wales)



29

Topic 3: Contracting Out (Prenups / Postnups)
Alexander Leuftink (Netherlands)

Prenuptial agreements



Dutch law

Section 1:114 of the Dutch Civil Code (“**DCC**”) stipulates that prenuptial agreements may be made by future spouses before their marriage or by spouses during their marriage.

Section 1:115(1) DCC provides that a prenuptial agreement must be concluded by **notarial deed**, subject to being declared void.

It is not possible to exclude entitlements towards spousal maintenance in a prenuptial agreement.

The Netherlands has a **public matrimonial property register**.

Prenuptial agreements are registered with the registry of the District Court in the district where the marriage was solemnised.

COUNCIL REGULATION (EU) 2016/1103 of 24 June 2016

Article 22

1. The spouses or future spouses may agree to designate, or to change, the law applicable to their matrimonial property regime, provided that that law is one of the following:
a) the law of the State where the spouses or future spouse, or one of them, is habitually resident (...)
b) The law of a state of nationality of either spouses or future spouses (...)

Article 23

Formal validity of the agreement on a choice of applicable law.

1. The agreement referred to in Article 22 shall be expressed in writing, dated and signed by both spouses. (...)

2. If the law of the Member State in which both spouses have their habitual residence at the time the agreement is concluded lays down additional formal requirements for matrimonial property agreements, those requirements shall apply.

3. If the spouses are habitually resident in different Member States at the time the agreement is concluded and the laws of those States provide for different formal requirements for matrimonial property agreements, the agreement shall be formally valid if it satisfies the requirements of either of those laws.

4. If only one of the spouses is habitually resident in a Member State at the time the agreement is concluded and that State lays down additional formal requirements for matrimonial property agreements, those requirements shall apply.

30

Topic 3: Contracting Out (Prenups / Postnups)

Kim Kieller (Canada)

AGREEMENTS

- Agreements between parties are allowed only by statute. The parties agreement must honour the provincial legislation (in Ontario, the Family Law Act).
- The agreement must (a) be in writing and (b) witnessed by a third party. If not, it is not enforceable. In the event financial disclosure has not been properly and fully provided the agreement whole or part of the agreement may be unenforceable.
- There are many types of agreements; Marriage contracts (that may be executed before or during the marriage), cohabitation agreements (common law spouses) and paternity agreements. Cohabitation Agreements become binding on marriage unless the agreement is terminated or another agreement or amending agreement is finalized.
- If an Agreement is binding under the statute the terms (parenting time and decision making, support and issues associated with support and property terms) may be court enforced.

31

Topic 3: Contracting Out (Prenups / Postnups)

Prawidha Murti (Indonesia)

Prenups + Postnups — Available

Can parties contract out? Yes (for property regime).

- Prenup (Perjanjian Perkawinan): recognised under Art 29, Marriage Law
 - made before marriage + legalised by registrar
 - often used in mixed marriages / asset separation
- Postnup: permitted following Constitutional Court Decision No. 69/PUU-XIII/2015
 - enforceable if notarised + registered

32

Topic 3: Contracting Out (Prenups / Postnups)
Prawidha Murti (Indonesia)

Formalities + Limits

Requirements

- written + notarized
- registered (to bind third parties)
- must not violate public order/morality/mandatory rules

Limits

- cannot contract out of child custody/support
- no “penalty clauses” for misconduct
- cross-border recognition depends on foreign rules

Takeaway: agreements can change property regime, but not custody/support outcomes.

33

TOPIC 4: **TIMING & INTERIM RELIEF**

34

Topic 4: Timing & Interim Relief
Elizabeth Hicks (England and Wales)



35

Topic 4: Timing & Interim Relief
Elizabeth Hicks (England and Wales)



36

Topic 4: Timing & Interim Relief
Elizabeth Hicks (England and Wales)



37

Topic 4: Timing & Interim Relief
Kim Kieller (Canada)

Timing in our Courts

- It is almost impossible to have any efficient court intervention.
- Even with designated family law courts the back log is inefficient. One will not see a Judge in my area for the first time for 6-8 months. Interim motions (needing a conference prior to the hearing unless a defined circumstance (per precedent) has occurred).
- Trials are at least 3-4 years after the commencement of the action.
- This delay has lead to different ways for justice in the court system (lawyers assisting, etc) and Dispute Resolution (mediation, mediation- arbitration, parenting coordination and collaborative law.

38

Topic 4: Timing & Interim Relief

Kim Kieller (Canada)

Other “HOT” topics

- Foreign domestic agreements are enforceable if the agreement complies with the law of Ontario.
- Section 58 of the Family Law Act is a choice of law provision titled "Contracts made outside Ontario". It states that the manner and formalities of making a domestic contract, along with its essential validity and effect, are governed by the proper law of the contract. However, a contract whose proper law is from a jurisdiction other than Ontario is also valid and enforceable in Ontario if it was entered into in accordance with Ontario's internal law (*Jasen v. Karassik*)
- The dispute is where the Mahr fits into the Net Family Property Statement. The court adopted the approach from recent decisions, including *Nasrollahzadeh v. Akhtari*, 2025 ONSC 3028 (CanLII), determining that the Mahr should be included as both an asset and a debt/liability as of the date of marriage and the valuation date. The court reasoned that the Mahr creates a debt payable immediately upon marriage and its contingent nature does not disqualify it as property under the Family Law Act.

Notably, the Court did indicate: If the parties consented to the Mahr not being included in the NFP calculation before this court or to allow the Mahr matter to be adjudicated in an Iranian court, I would not have interfered with that agreement. However, there is no such agreement between the parties.

39

Topic 4: Timing & Interim Relief

Timing & Interim Relief

- Typical timeframe for property division orders in practice
- Whether interim measures available (e.g., interim support, preservation/freezing, partial division)
- Practical enforcement issues where assets are overseas

40



Q&A

41