

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 15

Divorce (Transferred) No 176 of 2020

Between

WLI

... Plaintiff

And

WLJ

... Defendant

GROUND OF DECISION

[Family Law — Child — Access]

[Family Law — Child — Maintenance of child]

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**WLI
v
WLJ**

[2023] SGHCF 15

General Division of the High Court (Family Division)— Divorce
(Transferred) No 176 of 2020
Kwek Mean Luck J
12 October 2022

23 March 2023

Kwek Mean Luck J:

Introduction

1 The plaintiff (“the Wife”) is a Japanese citizen. The defendant (“the Husband”) is a Malaysian citizen. They were married on 8 April 2015. They have two children, born in 2015 and 2017, respectively (“the Children,” or individually, “Child”).¹ The Wife commenced divorce proceedings on 13 January 2020.² Interim Judgment (“IJ”) was granted on 17 September 2020.³

¹ Plaintiff’s 1st Affidavit of Assets and Means dated 23 November 2020 (“Plaintiff’s 1st AOM”) at para B8 and B10.

² Statement of Claim filed 13 January 2020 (FC/D 176/2020).

³ Interim Judgment dated 17 September 2020 (FC/IJ 3967/2020).

2 I gave oral judgment on the ancillary matters (“AM”) on 12 October 2022. Orders were made on the division of matrimonial assets (“MAs”), maintenance for the Wife and the Children, and the parties’ proposals to modify the Interim Access Orders (“IA Orders”) made in FC/ORC 4466/2021.⁴

3 The Husband filed an appeal against parts of my decision, in relation to: (a) his weekend access to the Children being from 3.00pm on Saturday to 1.00pm on Sunday; and (b) that he pay the Wife \$14,708.29 per month for the Children’s maintenance (“Children’s Maintenance”) with effect from 1 November 2022. These grounds of decision will accordingly deal only with these matters.

Weekend access

4 The IA Orders had fixed the Husband’s weekend access from 3.00pm on Saturday to 1.00pm on Sunday.⁵ This provided for 22 hours of weekend access. The Husband submitted that the IA Orders should be varied to allow him 24 hours of weekend access instead, with his weekend access beginning on Saturday at 1.00pm or 3.00pm and ending on Sunday at 1.00pm or 3.00pm, respectively.⁶ The reason for the weekend access as specified in the IA Orders was the Children’s weekend enrichment class schedule, which ended around 2.30pm on Saturdays and started around 1.30pm on Sundays.⁷

⁴ Order of Court (HCF/ORC 386/2022) dated 12 October 2022.

⁵ Order of Court (FC/ORC 4466/2021) dated 2 August 2021 at para 1c.

⁶ Defendant’s Written Submissions for HCF/DT 176/2020 dated 30 August 2022 (“Defendant’s Written Submissions”) at para 148.

⁷ Defendant’s Written Submissions at para 145-6; Plaintiff’s Affidavit dated 31 May 2021 at para 37; Defendant’s Core Bundle (Volume E) dated 31 August 2022 at p 3051.

Parties' submissions

5 On 1 April 2022, the Wife provided an updated enrichment class schedule that showed that the Children's enrichment activities ended around 12.00pm on Saturday and began around 1.45pm on Sunday.⁸ Consequently, the Husband submitted on 30 August 2022 that there was no practical reason why he could not have a 24-hour access period on the weekends, either from 1.00pm on Saturday to 1.00pm on Sunday or from 3.00pm on Saturday to 3.00pm on Sunday (with the additional requirement that the Husband sends the Children to their piano classes which start on Sundays at 2.15pm and 1.45pm, respectively).⁹

6 On 7 September 2022, the Wife provided an updated enrichment class schedule, which indicated that the Children were attending enrichment classes that ended at 1.30pm on Saturdays and started again at 1.15pm on Sundays.¹⁰ At the hearing, the Wife explained that, since enrolling in their new school, the Children have had school activities during the weekday afternoons. She had thus rescheduled the Children's enrichment classes from weekday afternoons to the weekend, during her periods of weekend access under the IA Orders.¹¹ The Wife submitted that if the Husband's weekend access was extended to end at 3.00pm on Sundays instead of 1.00pm, as provided for under the IA Orders, it would

⁸ Plaintiff's 2nd Affidavit of Assets and Means dated 1 April 2022 ("Plaintiff's 2nd AOM") at para 49; Defendant's Core Bundle (Volume C) dated 31 August 2022 ("DCB Vol C") at p 1731; Defendant's Written Submissions at para 147.

⁹ Defendant's Written Submissions at para 148; Letter from the Defendant's Solicitors dated 6 September 2022 ("Defendant's Letter dated 6 September") at para 7.

¹⁰ Letter from the Plaintiff's Solicitors to Court dated 7 September 2022 ("Plaintiff's Letter to Court dated 7 September") at para 7; Plaintiff's Note to Court dated 26 September 2022 ("Plaintiff's Note to Court") at para 16.

¹¹ Minute Sheet dated 8 September 2022 ("Minute Sheet") at p 2.

clash with the Children's piano lessons that start at 1.15pm and 1.45pm for the older and younger Children, respectively.

7 At the hearing, the Husband's position was that the Wife should reschedule the Children's piano lessons such that the Husband could have 24 hours of weekend access. He did not take up the position offered in his written submissions, of bringing the Children to their piano lessons. He submitted that the Children were already spending an excessive amount of time on enrichment activities. It was not in the Children's best interests for them to spend time that they could be spending with their father on enrichment classes.¹² In his submissions on Children's Maintenance, the Husband submitted that the Children's enrichment classes should be reduced.

Issues to be determined

8 The question before me was thus whether some of the Children's existing enrichment classes should be rescheduled or cancelled so that the Husband could have an additional two hours of weekend access to the Children. I decided, on balance, to leave the Husband's weekend access hours unchanged from that under the IA Orders, *ie.* for 22 hours of access from 3.00pm Saturday to 1.00pm Sunday. I set out my reasons below.

9 It should be noted, at the outset, that this was not a case where a parent did not have reasonable access to the Children. The Husband already had unfettered access to the Children for 22 hours on the weekends and from 4.30pm to 6.45pm on Wednesdays under the IA Orders.¹³

¹² Defendant's 1st Affidavit of Assets and Means dated 23 November 2020 ("Defendant's 1st AOM") at paras 49-50.

¹³ Order of Court (FC/ORC 4466/2021) dated 2 August 2021 at para 1a and 1c.

10 At the time of the hearings, the Children had recently enrolled into a new school. Prior to such enrollment, they had been attending various enrichment classes on weekday afternoons. To accommodate the Children's new weekday activities at school, the Wife rescheduled the Children's weekday enrichment classes to the weekend. The rescheduling involved only existing enrichment classes that the Children were already attending and did not include enrollment into new enrichment classes.¹⁴ Notably, the Wife had rescheduled all the existing enrichment classes to take place during her weekend access hours and thus avoided impinging on the Husband's weekend access hours under the IA Orders. In view of this, I did not consider it fair to order the Wife to further reschedule the Children's piano lessons so that the Husband could then have 24 hours of weekend access instead of the existing 22 hours. This would impinge on and further reduce the Wife's weekend access hours which were already, in effect, reduced by the Children's attendance of enrichment classes during her allocated access period.

11 I also considered whether some of the Children's existing enrichment classes should be cancelled to increase the Husband's weekend access by two hours. I noted that the older Child's enrichment classes were for Tennis, Japanese, Math, Art, and Piano,¹⁵ and the younger Child's were for Tennis, Art, Japanese, and Piano.¹⁶ The Children attended the Japanese classes on weekdays after school. These classes were thus irrelevant insofar as the Husband's weekend access hours are concerned. The other classes were in the areas of sport, music, and art, which facilitated the overall development of the Children.

¹⁴ Minute Sheet at p 2.

¹⁵ Plaintiff's Note to Court at para 19; Plaintiff's Written Submissions dated 30 August 2022 ("Plaintiff's Written Submissions") at para 227.

¹⁶ Plaintiff's Letter to Court dated 7 September at para 7.

Moreover, the Children had been attending these classes for some time and, despite the Husband's submission,¹⁷ there was no evidence that the Children disliked attending these classes or were stressed by having to attend them.¹⁸

12 In addition, one of the Children's parents, the Wife, clearly thought that it was in the Children's interests to attend such classes.¹⁹ To facilitate the Children's attendance, she had even arranged for the classes to take place during her access hours rather than the Husband's. The observations of the court in *WBU v WBT* [2023] SGHCF 3 at [11] bear reminding:

... matters such as 'what to spend on for the child's benefit, including ... what enrichment classes the child should attend, and even which lifestyle habits to cultivate in the child ... are fundamentally parenting decisions involving parents' views and aspirations for their child which are personal and unique to each set of parents. A court of law is not the most appropriate forum to resolve such parenting matters. Instead, it is a fundamental part of the parties' parental responsibility to attempt to resolve their differences and come to a compromise for the child's best interests. Even after a marriage has broken down, the mutual 'give and take' which is the very pith and marrow of family decision-making should not cease.

Indeed, how children are educated and developed are matters which both parents need to discuss and come to agreement on, rather than seek the intervention of the court. In this case, as the Children were attending enrichment classes which could aid in their overall development and there was no evidence that such attendance was or would be detrimental to their welfare, I would leave the matter of whether the Children should continue with their existing classes and/or attend more classes to both parents to come to an agreement on. I hence

¹⁷ Defendant's 3rd Affidavit of Assets and Means dated 7 July 2022 at paras 10 and 11; Plaintiff's Written Submissions at para 228.

¹⁸ Plaintiff's Written Submissions at para 230.

¹⁹ Plaintiff's Written Submissions at paras 43 and 231; Plaintiff's 1st AOM at para 197.

decided not to order the cancellation of any of the Children's existing enrichment classes in order to enable the additional two hours of weekend access requested for by the Husband.

Children's maintenance

13 Under the Order of Court dated 12 October 2022 (HCF/ORC 386/2022), I ordered that the Husband pay the Wife \$14,708.29 per month for Children's Maintenance with effect from 1 November 2022.²⁰ The Husband appealed against this quantum.

Background to the dispute

14 It was undisputed that the Husband had consistently received dividends of \$606,000 per annum since 2016.²¹ Taking this into account, together with his salary, director's fees, and bonuses, the Husband received an income of \$1.152m per year as the Executive Director of a company.²² He also had other pecuniary benefits as Executive Director, such as dining, overseas expenditure, and entertainment allowances.²³ For the period between January 2019 to December 2019, the Husband's company reimbursed him \$558,668.31 for such expenses.²⁴ On his own admission, he would spend \$1,000 per meal when he dined out with his friends.²⁵ The Wife estimated the Husband's monthly net expenses to be around \$38,409.82, inclusive of the Children's school fees.²⁶

²⁰ Order of Court dated 12 October 2022 (HCF/ORC 386/2022) at para 3(a)(i).

²¹ Plaintiff's Written Submissions at paras 176 and 177.

²² Plaintiff's Written Submissions at para 173.

²³ Plaintiff's Written Submissions at para 178; Plaintiff's 2nd AOM at para 35(ii).

²⁴ Plaintiff's Written Submissions at para 178.

²⁵ Plaintiff's Written Submissions at para 211.

²⁶ Plaintiff's Written Submissions at para 183.

15 The Wife submitted that the Husband had previously agreed to provide her with a monthly allowance totaling \$25,000. This sum allegedly comprised of \$5,000 cash which was transferred into her bank account every month and a \$20,000 allowance expensed via her credit cards.²⁷ The Husband rejected these allegations but stated that his understanding was that there was a \$20,000 budget limit for the Wife and the Children's expenses. This was evident from a letter from the Husband's then-solicitors dated 24 October 2019 to the Wife's solicitors:²⁸

... there was never any agreement on the part of [the Husband] to remit S\$5,000/- in cash to [the Wife's] bank account and to allow her to incur expenditure on her credit cards for the alleged 'mutually agreed S\$20,000 allowance' per month. [The Husband's] understanding with [the Wife] with regard to the S\$20,000/- limit previously imposed for monthly expenses is that the same is inclusive of [the Wife's] personal expenses, the children's tuition expenses and household expenses including but not limited to the domestic helper's salary, dry cleaning, purchase of groceries and provision for the family.

As the salary for the domestic helper was \$1,400 per month, the Husband's communication here was effectively that the Wife and the Children's expenses should be limited to \$18,600 per month.

16 The Wife compared this sum to the amount she claimed for spousal maintenance and the Children's Maintenance – \$27,219 per month. Of this sum, the Wife highlighted that \$10,800 was for rental, which was not an expense envisioned to be within the \$20,000 monthly budget that the Husband had previously agreed to. After excluding rental expense, the Wife was effectively seeking \$16,419 per month, which was far less than the \$20,000 per month agreed upon during marriage.

²⁷ Plaintiff's Core Bundle dated 30 August 2022 ("Plaintiff's Core Bundle") at p 16.

²⁸ Plaintiff's Core Bundle at p 19.

17 The Husband contended that he should not be held to the agreement for expenses at \$20,000 per month, as that correspondence was exchanged before divorce proceedings commenced.

Parties' broad submissions

18 The Wife submitted for \$17,061 in monthly child maintenance for both Children,²⁹ while the Husband submitted that maintenance for both Children should be \$7,500 per month.³⁰

19 Relying on *APE v APF* [2015] SGHC 17 ("*APE*"), the Husband submitted that the maintenance orders for the Children should not be pegged to his financial ability.³¹ The court in *APE* held at [43] that the purpose of maintenance is to meet the reasonable needs of the child and that, if the child's lifestyle is overly extravagant, the husband should not be made to bear the cost of it.

Applicable legal principles

20 The power of the court to order maintenance for children is found in s 127(1) of the Women's Charter 1961 (2020 Rev Ed) ("the Charter"), which provides that "the court may order a parent to pay maintenance for the benefit of his or her child in such manner as the court thinks fit." Section 69(4) of the Charter also states that maintenance is ordered having regard to all the relevant circumstances of the case including the matters listed therein. While s 69(4) of the Charter applies to applications made outside of an AM hearing, the

²⁹ Plaintiff's Written Submissions at para 161(a)(i).

³⁰ Defendant's Written Submissions at para 74(a).

³¹ Defendant's Written Submission at para 86.

considerations set out in s 69(4) of the Charter are nevertheless relevant to considerations of orders for child maintenance made during an ancillary matters hearing. The considerations in s 69(4) of the Charter include the “financial needs” of the child, “the income, earning capacity... and other financial resources” of the child, “the standard of living enjoyed ... by the child before a parent neglected or refused to provide reasonable maintenance for the child,” and the “manner in which the child was being, and in which the parties in the marriage expected the child to be, educated or trained.”³²

Broad considerations in the assessment of maintenance

21 In the course of their submissions, the parties also examined the receipts of past expenditure. While these receipts provided a useful indicator of “the standard of living enjoyed” by the Children before the divorce, previous standards of living are but one facet of the overall considerations, as highlighted above. The observations of the court in *UEB v UEC* [2018] SGHCF 5 (“*UEB*”) at [13] are apposite in this respect:

While it is a very useful practice to determine whether each item in the list of expenses submitted by the [spouse] is a reasonable one, one should not be overly mesmerised by the approach of reaching a maintenance sum only by totalling up every item of expense as if it were a legal requirement. The law provides that the court shall take into account various factors in deciding the maintenance award. *The law does not require that every specific item of expense be proved by receipts or assessed on specific values*, as if on a reimbursement exercise. ...

[emphasis added]

22 One of the considerations in determining the quantum of maintenance, as set out in s 69(4)(b) of the Charter, is the income and earning capacity of the children and the wife. The Children were, as of 2023, eight and six years old,

³² Women’s Charter 1961 (2020 Rev Ed), s 69(4)(a), (b), (f)(iii), and (g).

respectively.³³ They were completely dependent on their parents. Between the parties, the Wife played the role of the Children's primary caregiver. She did not have the help of a domestic helper or her family, as they did not reside in Singapore. At the time of the AM hearings, the Wife was unemployed and intended to look for employment once the younger child reached school-going age.

23 Following division of the MAs, the Wife received a 22% share of the MAs, amounting to \$91,783.33.³⁴ This sum was less than the value of the MAs held in the Wife's name, which amounted to \$110,549.90. In other words, the Wife would have had to transfer \$18,766.57 to the Husband, if she were to retain her jewellery, which formed the bulk of the Wife's assets. The Wife was also given a lump sum spousal maintenance, calculated at a rate of \$8,879.04 per month for 24 months, totaling \$213,096.96.³⁵ Thus, the net amount of cash that the Wife would receive from the Husband following the division of MAs and from spousal maintenance was approximately \$194,330.39.

24 It was evident from the aforementioned facts that, while the Children were highly reliant on the Wife for caregiving, the Wife was not presently financially capable of maintaining them. Instead, the Children were highly dependent on the Husband for financial provisions through the Children's Maintenance.

25 While the quantum of child maintenance awarded should not be pegged to the parents' incomes, the quantum relative to the parent's income is another

³³ Plaintiff's 1st AOM at para B8 and B10.

³⁴ Order of Court dated 12 October 2022 (HCF/ORC 386/2022) at para 2a; Notes of Evidence dated 12 October 2022 ("Notes of Evidence") at p 18.

³⁵ Notes of Evidence at p 34.

relevant facet in determining the reasonableness of the quantum awarded. This is evident in *UEB*, where the court found that an order for the husband to pay \$3,000 per month for child maintenance was reasonable. The court observed at [12] that “[o]f importance [was] the undisputed fact that the Husband earn[ed] a high salary of around \$20,000 per month. To provide his child \$3,000 per month given his salary of \$20,000 [was] reasonable.” In that case, the quantum of child maintenance awarded amounted to about 15% of the husband’s monthly income. In the present case, the Husband did not dispute the Wife’s submission that, taking into account his salary, director’s fees, bonuses, and dividends, the Husband earned an annual income of \$1,152,000 and, of which, his income was \$96,000 per month.³⁶ The Children’s Maintenance I had awarded amounted to \$14,708.29 per month for both Children, which amounted to approximately 15.3% of the Husband’s monthly income. In similar vein to *UEB*, I found this to be reasonable.

26 Having set out the broader considerations, I next set out the detailed analysis of the disputed items.

Disputed expenses

27 At the first hearing, the Husband informed the Court that he would not be disputing the minor differences between the parties’ figures. Instead, he would adopt the Wife’s figures for such expenses.³⁷ The table below sets out a breakdown of expenses to be provided for by the Children’s Maintenance. The figures contained therein were those submitted by both parties and the sums awarded by the Court. The figures of certain items are reflected as two-thirds

³⁶ Plaintiff’s Written Submissions at para 173.

³⁷ Minute Sheet at p 10.

(2/3) of the total expense as the other one-third (1/3) of that expense was incurred by the Wife. The expenses which were disputed by parties are indicated by a blue background.

Item	Husband	Wife	Court
Rental (2/3)	\$6,000 x 2/3 = \$4,000	\$10,800 x 2/3 = \$7,200	\$9,800 x 2/3 = \$6,533
Utilities (2/3)	\$133	\$133	\$133
Internet (2/3)	\$27	\$27	\$27
Food and Groceries (2/3)	\$1,500 for Wife and Children	\$3,000 x 2/3 = \$2,000	\$2,000
Dining Out and Food Delivery		\$1,500	\$1,500
Clothing	\$300	\$666.66	\$500
Haircut	Minor dispute	\$50	\$50
Medical-Related expenses	Reimbursement by H	Reimbursement by H	Reimbursement by H
Books and Toys	\$200	\$216.66	\$216.66
Family Outings	\$200	\$500	\$200
School Fees	Paid by Husband	Paid by Husband	Paid by Husband

School Meals, Uniforms, and Stationery	\$181 + \$71.05 + \$33.33 = \$285.38	\$300 + \$208.33 + \$33.33 = \$541.66	\$226.25 + \$71.05 + \$33.33 = \$330.63
School Bus	\$386	\$386	\$386
School Snacks	\$0	\$150	\$0
E-learning	Reimbursement	Reimbursement	Reimbursement
Private Transport	\$130	\$880	\$657
Winter Clothes Storage	\$180	\$180	\$180
Enrichment Classes	\$1,150	\$2,810	\$1,995
<u>Total Quantum of Children's Maintenance:</u>			<u>\$14,708.29</u>

The disputed expense items will be addressed below in reverse order.

Enrichment classes

28 The Husband's appeal in relation to the enrichment classes' expenses was related to his appeal on weekend access – that some of the Children's enrichment classes should be cancelled. He submitted that the sum for enrichment classes should be decreased to \$1,150 per month.³⁸ The Husband further claimed that there was a mutual agreement between the parties that the Children's extracurriculars would mainly constitute of those organised and held

³⁸ Defendant's Letter dated 6 September at para 8; Scott Schedule dated 7 September 2022 at p 11.

by the Children's school. He also submitted that the Wife's submission veiled an attempt to obtain a higher quantum of Children's Maintenance and that, once the order was granted, the Wife would stop the Children's classes.

29 The Wife had submitted that the Children's monthly maintenance should include \$2,810 for their enrichment classes.³⁹ This amount was for existing classes which the Children were attending, amounting to \$1,995 per month,⁴⁰ and for new classes which the Wife wanted the Children to attend, amounting to \$815 per month.⁴¹ The breakdown was as follows:⁴²

	Enrichment Class	Older Child	Younger Child
Existing Enrichment Classes	Piano	\$470	
	Tennis	\$350	
	Japanese	\$160	\$160
	Art	\$360	
	Mathematics 1	\$495	-
Sub-Total for Existing Classes		\$1,995	
Proposed Enrichment Classes	Mathematics 1	-	\$495
	Mathematics 2	\$160	\$160
Sub-Total for Proposed Classes		\$815	

³⁹ Plaintiff's Written Submissions at para 227.

⁴⁰ Notes of Evidence at p 3, line 20.

⁴¹ Plaintiff's Note to Court at para 18; Plaintiff's Written Submissions at para 227.

⁴² Plaintiff's Written Submissions at para 227; Plaintiff's Note to Court at pp 52-63; Notes of Evidence at p 3, lines 13-22.

<u>Total for Existing and Proposed Classes</u>	\$2,810
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The Wife also rejected the Husband's submission of the mutual agreement.⁴³

30 First, I found no evidence of the alleged mutual agreement that the Husband claimed. At the hearing, the Husband clarified that there had been no explicit conversation about limiting the Children's extracurriculars to those organised by their school.⁴⁴ Second, the Husband's concern that the Wife would cancel the Children's enrichment classes after receiving her desired maintenance quantum was also without basis. Moreover, if it happened, the Husband could bring an application to vary the maintenance order, together with evidence that the Children have stopped going to such classes. Third, while the Husband relied on *APE* at [45]-[46] where the court awarded \$600 instead of the \$1,200 claimed by the plaintiff for enrichment classes, each case has to be considered on its own facts. Although the court there stated that "the course fees for the child which amounted to \$1,200 per month appeared extravagant," it was not apparent from that judgment if these were for existing classes or new classes. Moreover, the claim there was for seven classes for one child, more than what the Wife is claiming here for each child. Fourth, I did not consider it to be in the best interests of the Children to cancel their existing enrichment classes and have set out my reasons at [11]-[12] above. Further, in relation to the Japanese classes, Japanese is the Wife's native language and there are fewer opportunities to learn and practice it in Singapore. I found it reasonable for the Children to continue these classes as it facilitated communication and closeness with the Wife.

⁴³ Notes of Evidence at p 1, line 32.

⁴⁴ Notes of Evidence at p 1, lines 25-30.

31 I thus ordered that the Children’s Maintenance include the expenses for the existing enrichment classes that the Children had already been taking part in prior to the divorce and exclude the expenses for the new enrichment classes that the Wife would have liked to sign the Children up for. This amounted to \$1,995 per month.⁴⁵

Private transport

32 It was undisputed that the Children were ferried around by private transport, in the form of private hire rides or chauffeured rides by the Husband’s driver, during the marriage. Thus, it was reasonable for “private transport” expenses to constitute a part of the Children’s Maintenance. The dispute between the parties related to the total sum of private transport expenses that had been and would be incurred in relation to the Children.

33 The Wife submitted that private transport expenses incurred from ferrying the Children around for their activities amounted to \$880 per month.⁴⁶ This sum was based on her estimate of \$182.20 per week for ten rides,⁴⁷ amounting to \$728.80 per month. The Wife applied an uplift to this sum to account for unscheduled events and fluctuations in pricing due to surge pricing.⁴⁸ In support of her submission, the Wife adduced screenshots of invoices from her Grab rides.⁴⁹

⁴⁵ Notes of Evidence at p 3, line 20.

⁴⁶ Plaintiff’s Written Submissions at para 225.

⁴⁷ Plaintiff’s Note to Court at para 19.

⁴⁸ Plaintiff’s Note to Court at paras 21-3.

⁴⁹ Plaintiff’s Note to Court at pp 83-4.

34 The Husband submitted that private transport expenses should only be \$130 per month.⁵⁰ He claimed that there was a school bus available to transport the Children home after they ended their enrichment classes for the day at school and that the Wife's expenses were incurred by her insistence to pick the Children up on her own.⁵¹ The Husband had also offered his driver's services to transport the Children home; but the Wife rejected his offer.⁵² He submitted that private transport costs should only be incurred on the weekends and estimated that such transport would amount to \$124.80 per month.⁵³ The Husband did not submit any receipts, or screenshots of receipts, from actual private transport rides to support his estimation. The Husband also highlighted that all the invoices adduced by the Wife in support of her claim for private transport rides were for "GrabPremium" rides, except the first receipt.⁵⁴ While the Wife submitted that she only took "GrabPremium" rides to ferry the Children, the Husband's evidence showed that a combination of "GrabPremium," "JustGrab," and "Standard Taxi" rides were taken by the Wife and/or the Children to ferry them to and from art classes in June,⁵⁵ September,⁵⁶ and October 2019.⁵⁷ To reflect the mix of ride types used by the Wife to ferry the

⁵⁰ Defendant's Note to Court dated 30 September 2022 ("Defendant's Note to Court") at para 17.

⁵¹ Defendant's Written Submissions at paras 102 and 104.

⁵² Plaintiff's Letter to Court dated 7 September at para 9; Minute Sheet at p 8.

⁵³ Defendant's Note to Court at paras 16-7.

⁵⁴ Notes of Evidence at p 3, lines 9-11.

⁵⁵ Defendant's Core Bundle (Volume B) dated 31 August 2022 ("DCB Vol B") at p 1172; Plaintiff's 1st AOM at p 1331.

⁵⁶ DCB Vol B at pp 1197-8; Plaintiff's 1st AOM at p 1356-7.

⁵⁷ DCB Vol B at pp 1207, 1213-4, and 1219; Plaintiff's 1st AOM at pp 1366, 1372-3, and 1378.

Children during the marriage, the Husband submitted that a 30% discount should be applied to the Wife's figure.⁵⁸

35 Given that the parties were divorced, I found it reasonable for the Wife to decline the Husband's offer of his driver's services. On the evidence, the Wife used a variety of ride types, and not just "GrabPremium" to ferry the Children. However, her figures were based largely on invoices for "GrabPremium" rides. To account for the "GrabPremium" rides that could have proceeded as "JustGrab" rides, I applied a 20% discount to half of the \$730 the Wife had spent on private transport during the month. I hence allowed the sum of \$657 per month for private transport expenses.

School snacks

36 The Wife claimed \$150 per month for the Children's school snacks.⁵⁹ She averred that she was required to purchase two snacks for each Child, one for before lunch and the other for after lunch.⁶⁰ The Husband submitted that there should not be a separate figure for this item as this expense should be drawn from the sum allocated for groceries.⁶¹ As the Wife could not provide any explanation for why this could not be subsumed under the "Food and Groceries" expenses, nor provide any evidence of past expenditure for this, I did not allow for expenses to be claimed under this item.

⁵⁸ Notes of Evidence at p 3, lines 9-11.

⁵⁹ Plaintiff's Written Submissions at para 224.

⁶⁰ Plaintiff's Written Submissions at para 224.

⁶¹ Defendant's Written Submissions at para 107(c).

School meals, uniforms, and stationery

37 The Wife submitted that the Children's school meals, uniforms, and stationery expenses amounted to a total of \$541.66 per month. The Husband submitted that this figure should be \$285.38 per month. Of these submissions, both parties did not dispute the monthly expense of \$33.33 per month for stationery and other essentials.⁶² The dispute was thus for the monthly expenses for school meals and uniforms.

(1) School meals

38 At the hearing, parties did not contest that there were 181 school days a calendar year.⁶³ The Wife submitted that it costs about \$6.45 for the meal alone without adding on dessert and drinks, based on the receipts.⁶⁴ The Wife submitted that \$7.50 should be allocated per meal to allow the Children to also buy drinks and desserts, totaling \$300 per month (on the basis of 20 days per month).⁶⁵ The Husband said that the receipts showed \$6 for a meal and submitted that the figure for this sub-item should be \$181 per month.⁶⁶

39 The receipts showed that each school meal cost around \$6.00 to \$6.30 per child, which could exclude drinks and desserts.⁶⁷ Taking into account the uncontested evidence that there were 181 school days in a calendar year, I allowed for school meal expenses for the Children at \$7.50 per meal for 181 days for a total of \$2,715 per year, or \$226.25 per month.

⁶² Plaintiff's Written Submissions at para 222; Minute Sheet at p 9.

⁶³ Defendant's Core Bundle (Volume F) dated 31 August 2022 at pp 3933-4.

⁶⁴ Minute Sheet at p 8.

⁶⁵ Minute Sheet at p 8; Plaintiff's Written Submissions at para 223.

⁶⁶ Defendant's Written Submissions at para 107(a).

⁶⁷ Plaintiff's 1st AOM at pp 1293-1304.

(2) School uniforms

40 The Wife submitted that both Children's school uniform expenses amounted to a total of \$2,500 per year, or approximately \$208.33 per month.⁶⁸ The Husband submitted that this figure should be \$71.05 per month based on the receipts submitted by the Wife.⁶⁹ As the Wife was not able to explain and did not adduce evidence as to how she derived the higher figure she submitted for, I allowed this sub-item at \$71.05 per month.

41 Taking into account the above considerations, I allowed a total figure of \$330.63 per month for the Children's school meals, uniforms, and stationery.

Family outings

42 The Wife submitted that the Children's Maintenance should include \$500 per month for family outings.⁷⁰ The Husband submitted that this should be \$200 per month.⁷¹ I agreed with the Husband that \$200 per month would be a reasonable amount for this item.

Clothing

43 The Wife submitted that the Children's clothing expenses amounted to \$666.66 per month.⁷² In response, the Husband highlighted that, as the Children

⁶⁸ Plaintiff's Written Submissions at para 222.

⁶⁹ Defendant's Written Submissions at para 107(b)(ii).

⁷⁰ Plaintiff's Written Submissions at para 220.

⁷¹ Defendant's Written Submissions for FC/SUM 498/2020 dated 10 August 2020 at p 34; Defendant's Core Bundle (Volume D) dated 31 August 2022 at p 2643.

⁷² Plaintiff's Written Submissions at para 216.

were in school, they only needed clothes for the nighttime and school holidays. He submitted that the Children's expenses should thus be only \$300 per month.⁷³

44 In assessing the reasonable quantum of maintenance, I considered that the amount awarded would be for two children. The Husband submitted that the Children would only require clothing during the school holidays and at night. In my view, the Children would also need clothing for the weekends and during other times on weekdays. Further, the expenses for "clothing" also included the expenses for the various footwear which the Children would need. As both Children were in their formative growing years, they were likely to outgrow their clothing frequently and require regular clothing replacements.⁷⁴ Taking into account all the circumstances, I considered \$500 per month for both Children's "clothing" expenses to be reasonable.

Food, groceries, dining out, and food delivery

45 In relation to this item, the Wife sought a total of \$3,500 for the Children – \$2,000 for food and grocery expenses⁷⁵ and \$1,500 for dining out and food delivery expenses.⁷⁶ On the other hand, the Husband submitted that the Children's expenses in this category should amount to only \$900.⁷⁷

46 After the first hearing, parties took time to verify the receipts. Based on the receipts for the first nine months of 2019, excluding expenses for playdates and potluck with friends, the Wife informed the court that her and the Children's

⁷³ Defendant's Written Submissions at 115-6.

⁷⁴ Plaintiff's Written Submissions at para 217.

⁷⁵ Plaintiff's Written Submissions at para 207.

⁷⁶ Plaintiff's Written Submissions at para 208 and p 85.

⁷⁷ Defendant's Written Submissions at para 77.

expenses totalled \$28,568.73, or an average of \$3,174.30 per month. As the Wife was unable to locate receipts from more premium vendors, such as Primestream and Goodvibes, in January and February 2019, the Wife proposed relying on the sums as determined from receipts for March to September 2019.⁷⁸ The latter receipts showed an average expenditure of \$3,605.63 per month on food and groceries – 20% more than the \$3,000 per month that the Wife was claiming for her and the Children’s food and groceries (\$2,000 for the Children alone).⁷⁹ The Wife hence submitted that her submission for food and grocery expenses were reasonable and commensurate with the standard of living that she and the Children were accustomed to during the marriage.⁸⁰

47 The Husband acknowledged that the receipts did show that at least \$3,000 per month was spent on food and groceries during the January to September 2019 period.⁸¹ However, he submitted that these expenses were extravagances.⁸² The Husband submitted that the Wife has provided no real reason why she needs to purchase only high-end food suppliers.⁸³ He relied on *APE*, where the court found at [45] that certain foods were nice to have but not reasonably necessary for the children, in support of his submission.⁸⁴

48 I allowed for maintenance for food and groceries of the Wife and Children at \$3,000 per month in equal portion between them, amounting to \$1,500 per month for both the Children. First, based on the Wife’s receipts for

⁷⁸ Plaintiff’s Note to Court at paras 5 and 6.

⁷⁹ Plaintiff’s Note to Court at para 7.

⁸⁰ Plaintiff’s Note to Court at para 8.

⁸¹ Defendant’s Note to Court at para 5.

⁸² Defendant’s Note to Court at para 7.

⁸³ Defendant’s Written Submissions at para 95.

⁸⁴ Defendant’s Written Submissions at para 96.

food and groceries, the amount she claimed for was commensurate with the Wife and the Children's previous living standard. The Husband did not dispute this. Second, while I agreed with the Husband that he should not be bound to his earlier agreement with his Wife to provide her with \$20,000 for her and the Children's expenses (excluding rental expenses), that agreement did provide another reference point that indicated that the Wife's claims were commensurate with and not higher than their previous living standard. Third, the extravagant food purchases of concern in *APE* included bird's nest, snow jelly, and cordyceps: *APE* at [45]. Here, the claims of extravagancy related to the source of the Wife and Children's food and groceries, such as Primestream, Hubers, Medi-ya, or Tanglin Market Place.⁸⁵ Given that the Wife is Japanese, I did not consider it extravagant for her to pick up groceries from a Japanese supermarket such as Medi-ya. On the whole, taking into consideration the Children's previous living standard and the amount she was now claiming for the Children's food and groceries expenses relative to what she had previously spent, I did not consider the Wife's claim for food and grocery expenses to be overly extravagant.

49 In relation to dining out and food delivery expenses, the Wife submitted that the Children incurred \$1,500 per month.⁸⁶ The Husband submitted that the Children's food delivery and dining out expenses were part of the same category of expenses as food and groceries and should be limited to a total of \$900 per month for both Children.

50 The Wife adduced receipts for dining out and food deliveries for January to September 2019 that showcased an average expenditure of \$4,128.69 per

⁸⁵ Defendant's Written Submissions at paras 95 and 100.

⁸⁶ Plaintiff's Written Submissions at para 208.

month.⁸⁷ The Wife accepted that some of these expenses were incurred by persons other than herself and the Children. However, she submitted that this had been taken into account by factoring in a 28% discount in arriving at her claim of \$3,000 per month for dining out and food deliveries for herself and the Children.⁸⁸ Of this sum, \$1,500 was to be attributed to the Children.⁸⁹

51 The Husband submitted that the Children's dining out and food delivery expenses incurred by the Wife would not be substantial as the Children were in school for long hours from Mondays to Fridays and spent half the weekends with the Husband.⁹⁰ At the second hearing, the Husband submitted that the dining out expenses should be approximately \$668 per month (*ie.* around a sixth of what the Wife submitted for).⁹¹

52 I considered that it was reasonable to allow dining-out and food delivery expenses at \$1,500 per month for the Children, or about \$750 per month for each Child. First, the Wife did not have the help of a domestic helper. Thus, while she could cook for herself and the Children most of the time, there would also be times when she and the Children would have to dine out or order food deliveries. Second, based on the receipts, the Wife's claim was commensurate with the Children's previous living standard. This amount may have even been lower than the amounts spent on dining-out and food delivery previously. Third, the \$1,500 claimed for by the Wife for the Children's monthly dining out and food delivery expenses, was about 27.3% less than their average expenses from

⁸⁷ Plaintiff's Note to Court at para 9.

⁸⁸ Plaintiff's Note to Court at para 11.

⁸⁹ Plaintiff's Written Submissions at para 208.

⁹⁰ Defendant's Note to Court at paras 10-2.

⁹¹ Notes of Evidence at p 2, lines 20-2.

January to September 2019 (*ie.* \$2,064.35 per month, half of the \$4,128.69 average she adduced evidence for).⁹² This included a discount reflecting the exclusion of third parties' expenses and a reduction in the regularity of dining-out. I hence considered the Wife's claim of \$1,500 per month for the Children's dining-out and food delivery expenses to be reasonable and not overly extravagant.

Rental

53 As the Children are under the Wife's care and control, her rented apartment serves as the accommodation for herself and the two Children. The Wife thus submitted that her rental expenses of \$10,800 per month should be included in the determination of the Children's Maintenance.⁹³ It was undisputed that, as the Children lived with the Wife, two-thirds of monthly rent would be attributed to the Children. The Husband submitted that the total rental expense should be \$6,000 per month, attributed to both the Children and the Wife.⁹⁴

54 The Wife's submission of monthly rental expense of \$10,800 was based on the rental cost for the 4-bedroom and 4-bathroom apartment located close to town that she rented at the time of the AM hearings.⁹⁵ The Husband submitted that this apartment was needlessly big given that there were only three persons living in it.⁹⁶ He submitted that the Wife could have rented a smaller 3-bedroom

⁹² Plaintiff's Note to Court at para 9.

⁹³ Plaintiff's Written Submissions at para 190.

⁹⁴ Defendant's Written Submissions at para 89.

⁹⁵ Plaintiff's Written Submissions at para 197.

⁹⁶ Defendant's Written Submissions at paras 90-1.

apartment in Districts 9, 10, or 11 at \$6,000 per month.⁹⁷ The Husband also highlighted that the Wife was able to renew her lease for her previous apartment located around the same area at \$9,800 per month but chose not to.⁹⁸

55 In response, the Wife cited *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 (“*Foo Ah Yan*”), where the court held at [13] that:⁹⁹

[t]he overarching principle of s 114(2) of the [Charter] is that of financial preservation, which requires that the wife to be maintained at a standard, which is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage.

During the marriage, the parties and the Children lived in a 4-bedroom apartment in the Central District, paid for by the Husband. The Wife explained that she and the Children presently take a room each in their new accommodation, with one room serving as a guest room for her mother and/or sister when they visit from Japan.¹⁰⁰

56 As set out by ss 69(4)(f) and 114(1)(c) of the Charter, the Children’s previous standard of living is one consideration in assessing maintenance. Notwithstanding, as mentioned in *APE* at [43] in the context of child maintenance, there should also be a consideration of whether the previous lifestyle enjoyed was “overly extravagant.”

57 The court was informed that the rent of the matrimonial home, which was also a 4-bedroom apartment in the Central District, was \$13,000 per

⁹⁷ Defendant’s Written Submissions at para 90-1.

⁹⁸ Defendant’s Written Submissions at paras 91-2.

⁹⁹ Plaintiff’s Written Submissions at para 186.

¹⁰⁰ Plaintiff’s Written Submissions at para 196.

month.¹⁰¹ The Husband renewed the lease for that apartment after the Wife and Children moved out.¹⁰²

58 I noted that the Wife, in seeking \$10,800 per month, was not asking for rental maintenance at the same price point as that of the matrimonial home which the Husband continues to live in. Further, I did not regard the Wife's request of rent for a 4-bedroom apartment as "overly extravagant" when compared to her living standards during the marriage and her family size.

59 At the same time, the evidence was that the Wife would have been able to secure the renewal of the lease of her previous apartment for \$9,800 per month.¹⁰³ The Wife submitted that the location of her previous apartment was less convenient than the current apartment in terms of proximity to the mall where she claimed the Children attended enrichment classes and had playdates.¹⁰⁴ However, I observed that the current and previous apartments were not located far away from each other and were both within the Central District.¹⁰⁵ The Wife also submitted that her previous landlord was unhelpful in relation to repairs and attending to issues with the apartment. However, no evidence was adduced in support of this submission. I hence considered that, while the \$10,800 per month claimed by the Wife was not "overly extravagant," the reasonable rental expense for the Wife and Children's accommodation was \$9,800 per month. Two-thirds of this sum, amounting to \$6,533 per month,

¹⁰¹ DCB Vol C at p 1320 and 1500; Defendant's 1st AOM at p 14 and 194.

¹⁰² DCB Vol C at p 1736; Plaintiff's 2nd AOM at para 70.

¹⁰³ Minute Sheet at p 6.

¹⁰⁴ DCB Vol C at p 1754; Plaintiff's 2nd AOM at p 39, para 128.

¹⁰⁵ Minute Sheet at pp 6-7.

would be treated as rental expenses for the Children to be included in the Children's Maintenance.

Conclusion

60 For the reasons above, I ordered that:

- (a) the Husband's weekend access to the Children were to remain as that under the IA Orders, from Saturday 3.00pm to Sunday 1.00pm; and
- (b) the Husband pay the Wife \$14,708.29 per month for Children's Maintenance with effect from 1 November 2022.

Kwek Mean Luck
Judge of the High Court

Kyle Leslie Sim Siang Chun (Engarde Legal LLC) for the plaintiff;
Chan Yu Xin, Heidi Ngo, Ashley Poh Shiyun (WongPartnership
LLP) for the defendant
