IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGFC 113

FC/OADV 251/2025

Between

XTK

… Applicant

And

XTL

…Respondent

FC/OADV 465/2025

Between

XTL

… *Applicant*

And

XTK

… *Respondent*

EX TEMPORE JUDGMENT

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.

XTK
v
XTL

[2025] SGFC 113

Family Court — Originating Application For Variation, Recission, Setting Aside of Other Orders in a Dissolution Case No. 251 & 465 of 2025
District Judge Kevin Ho
24 October 2025.

24 October 2025

District Judge Kevin Ho

Introduction

1 The present applications arose from cross-applications filed by Applicant-Wife ("Wife") and the Respondent-Husband ("Husband") seeking the variation and/or recission of an Interim Judgment for Divorce granted on 8 October 2024 ("IJ") in respect of FC/D 3951/2024 ("D 3951").

2 By way of background, the Wife had commenced D 3951 on 28 August 2024 seeking to terminate the parties' 37-year long marriage. The parties have 3 children to the marriage; all of them were adults when D 3951 was filed by the Wife. The grounds relied on by the Wife in obtaining divorce was that the parties had separated for more than 4 years prior to the filing of D 3951. The Husband himself acknowledges that he had effectively left the parties'

Version No 2: 20 Nov 2025 (09:49 hrs)

Singapore matrimonial home – *ie.* Blk [XX1] ("Matrimonial Flat") – some eleven (11) years earlier as he was working predominantly in Malaysia, although he claims to have returned to Singapore on several occasions.

3 When D 3951 was commenced by the Wife, it was filed as simplified divorce proceeding given that *prima facie* both parties had executed all the necessary documents – including a draft copy of the IJ ("Draft IJ")– setting out the agreed terms of the divorce on 26 August 2024. IJ was thus granted on an uncontested basis, with final judgment for divorce obtained not long thereafter on 13 January 2025.

4 For present purpose, the main term of the IJ which is central to the present applications is paragraph 3a. of the IJ, which states:

> "a. That the Defendant's rights, title and interest in the HDB matrimonial flat at Apt [Blk XX1] shall be transferred (other than by way of sale) to the Plaintiff within six (6) months of the date of grant of the Interim Judgment in full and final settlement of all her entitlements in ancillary matters. No CPF refunds are to be made to the Defendant's CPF account(s) for the purchase of the matrimonial flat in joint names. The Plaintiff is to bear the cost and expenses of the transfer."

5 The Wife's application, *vide.* FC/OADV 251/2025 ("OADV 251"), seeks an order *extending* the timeframe for the transfer of the Matrimonial Flat as the six-month period under the aforesaid order has since expired.

6 The Husband, on the other hand, filed FC/OADV 465/2025 ("OADV 465") to set-aside completely the IJ (including paragraph 3a therein) on the basis that the Wife had committed fraud and/or had taken advantage of his poor health condition when obtaining his consent to the terms of the IJ back in August 2024. She then filed D 3951 without the Husband's knowledge and had obtained the IJ improperly.

Version No 2: 20 Nov 2025 (09:49 hrs)

7 In essence, the Husband claims that the terms of the IJ are unfair and would leave him "destitute".[1] He says that he does not have a place to stay in Singapore and that a fair outcome would have been for the Matrimonial Flat to be sold and the proceeds therefrom divided between the parties.[2]

8 For completeness, the Husband's counsel acknowledged in his written submissions that if the Husband's application is not granted, then the Husband *concedes* that he has no grounds to contest the Wife's application to extend the time for the transfer of the Matrimonial Flat.[3]

Issues to be determined

9 In light of the parties' respective submissions in OADV 251 and OADV 465, the followings issues have to be determined by this Court:

(a) Does the Court have the power to revoke (or set-aside) the IJ on account of the fraud perpetuated by the Wife or that she had taken advantage of the Husband's poor health condition when the Draft IJ was executed?

(b) Has the Husband satisfied the relevant legal requirements to justify revoking the IJ in its entirety?

(c) If not, then whether the Wife's application for an extension of time to complete the transfer of the Matrimonial Flat should be granted?

10 I will discuss each of these issues, in turn.

---

[1] Husband's Affidavit dd 10.07.25 filed for OADV 465 ("RA2") at [8]

[2] *Ibid* at [9]

[3] Husband's Written Submissions dd 26.09.25 ("RS") at [40]

Version No 2: 20 Nov 2025 (09:49 hrs)

Basis For Revoking Or Varying Consent Orders

11 The starting point of any discussion of the applicable legal principles relevant to the present application would be the Women's Charter 1961 ("WC"), given that the IJ was granted in a divorce application filed under Part 10 of the WC.

12 Section 112(4) of the WC specifically allows the court to "*extend, vary, revoke or discharge*" any orders made under s 112(1) of the WC (that is, the just and equitable division of the parties' matrimonial assets consequent on their divorce). Section 112(4) would thus be the operative statutory provision under which this Court considers the parties' application as this provision is juridical source of the Court's power to change or revoke the terms of the IJ.

13 In this regard, the Husband's counsel had, in their oral and written submissions, referred to P. 1, r. 5(10) of the Family Justice (General) Rules 2024. I am of the view that the scope and purpose of those provisions address an entirely *different* subject matter, *ie.* the Court's overarching (and inherent) power to "*ensure justice is done or to prevent an abuse of the process of the Court*",[4] and would not be applicable to the present case.

14 To the extent that the considerations overlap – for eg. whether there was any alleged fraud or misrepresentation in the Wife obtaining the IJ – such considerations would already have been taken into account in the context of s 112(4) of the WC.

[4] A similar set of powers is set out in the Rules of Court 2021 in relation to civil proceedings. For the scope and purpose of these powers, see *Singapore Rules of Court: A Practice Guide* (2023 Ed, SAL Academy Publishing) at p. 27.

Version No 2: 20 Nov 2025 (09:49 hrs)

15 Returning to the ambit of s 112(4) of the WC, the Court of Appeal in *AYM v AYL* [2013] 1 SLR 924 ("*AYM*") explained that in considering whether to exercise the court's power to vary or revoke an order, the court is concerned with whether the original order was unworkable, or has become unworkable.[5] Additionally, where the court is faced with an application relating to a *consent* order, the Court of Appeal recognised fraud and the lack of full and frank disclosure as possible bases to vary or set-aside the said order.[6]

16 What then about other vitiating factors which can be relied on to set-aside a consent order? In *XDN v XDO* [2024] SGFC 88 ("*XDN*"), this Court had the occasion to consider these issues and noted as follows:

> (a) Apart from fraud and material non-disclosure, other vitiating factors (applicable in the context of civil or commercial contracts) such as misrepresentation and duress may operate to unravel an otherwise binding consent division order between the parties.[7]
>
> (b) Further, the High Court in *Lee Min Jai v Chua Cheow Koon* [2004] SGHC 275 ("*Lee Min Jai*") has held that in determining whether to exercise the power to vary or revoke a consent order under s 112(4) of the WC, the court should be alert to whether "*one party had not taken an unfair advantage over the other in the course of negotiating and settling the terms* [of the consent order]".[8] Subsequent cases have understood this to mean that a consent order may be varied or set-aside if one party had taken an "unfair advantage" over the other.

[5] *AYM* at [11] and [23].
[6] *AYM* at [30] and [31].
[7] *XDN* at [13] and [15]; see also *UMM v UML* [2018] SGHCF 13 at [11]
[8] *XDN* at [16]; see also *Lee Min Jai* at [5]; *BMI v BMJ* [2018] 3 SLR 177 at [21(c)]

Version No 2: 20 Nov 2025 (09:49 hrs)

(c) The doctrine of unconscionability may be another possible basis to set aside a consent order. This is an intensely fact-sensitive enquiry which requires the party seeking to set-aside the order to show that: (i) he was suffering from an infirmity; (ii) such infirmity must have been, or ought to have been, evident to the other party procuring the transaction; (iii) that the other party exploited in procuring the transaction. Upon the satisfaction of this requirement, the burden is on the defending party to demonstrate that the transaction was fair, just and reasonable.[9]

(d) One of the key focus of this inquiry, similar to the legal test applicable to declare a commercial contract voidable due to one contracting party's incapacity, is that the other contracting party must have known, or ought to have known ,that first party was mentally disordered and had no contractual capacity at the time of contract.[10]

17 At the commencement of the hearing for the present proceedings, I had sought clarification from the Husband's counsel which *specific* basis the Husband is relying on to support his claim that the IJ ought to be set-aside. For context, counsel's written submissions made vague references to the Wife's conduct amounting to "*fraud and/or such other conduct that the IJ ought to be set-aside*". What exactly is the alleged "*other conduct*"?

18 Counsel for the Husband confirmed that they are relying principally on the Wife's alleged fraudulent misrepresentation as the main basis for the Husband's application in OADV 465. Counsel also pointed out that the overall

[9] *XDN* at [21] and [22], referring to the Court of Appeal's decision in *BOM v BOK* [2019] 1 SLR 349

[10] *XDN* at [29] – [31]

Version No 2: 20 Nov 2025 (09:49 hrs)

suspicious circumstances surrounding the execution of the Draft IJ and the one-sided nature of the IJ's terms supported the Husband's claim of fraud, as well as evidence of him being taken advantage of.

19 As only these specific grounds for setting-aside are relied on by the Husband, I will focus only on these assertions. To be clear, I note that the allegation of his mental *incapacity* was also raised in the Husband's affidavit.[11] However, counsel acknowledged that a claim of mental incapacity is a *legally* different claim as compared to fraudulent misrepresentation, and that the Husband's focus is on the latter.

20 Given the Husband's counsel's confirmation, I will proceed to apply the relevant legal principles to the facts of the present case.

Did the Wife commit "fraud" or did she take advantage of the Husband?

21 I start by addressing the allegation of fraud or fraudulent misrepresentation.

22 To begin with, the Court of Appeal in *AYM* had noted that "*standard of proof for fraud is a very high one and is, ex hypothesi, not easy to satisfy*".[12] In this regard, the Husband's counsel accepts (and I agree) that what needs to be proven in the context of a fraud claim to set-aside the IJ is similar to that applicable for the tort of deceit (or more commonly referred to as tort of fraudulent misrepresentation).

[11] See Husband's Affidavit dd 30.05.25 filed for OADV 251 ("RA1") at [23]

[12] *AYM* at [30]

Version No 2: 20 Nov 2025 (09:49 hrs)

23 As such, the burden fell on the Husband to show *inter alia* that (i) the Wife has made a false representation of fact; (ii) it was made with the intention of being acted upon by the Husband; (iii) the Husband did act upon the false statement; and (iv) that the Wife made the fraudulent representation knowingly, or without belief in its truth, or recklessly (in the absence of any genuine belief that it is true): see *Chan Pik Sun v Wan Hoe Keet (alias Wen Haojie)* [2024] 1 SLR 893 at [66] – [67] on the elements applicable to a claim of fraudulent misrepresentation.[13]

24 In my view, the Husband has not met any of these legal requirements.

25 To being with, the Husband did not clearly identify – whether in his affidavit or his counsel's submissions – *what* was the specific false statement or representation of fact which the Wife had made to him.

26 In his counsel's written submissions, the Husband made passing reference to the fact that the Wife had allegedly told him (*ie.* an oral, as opposed to written, representation) that obtaining a divorce would increase his chances in obtaining government subsidies. Yet, these assertions were made with reference to certain paragraphs contained in the *Wife's* affidavits filed in these proceedings and not to the actual words supposedly uttered by the Wife on 8 August 2024.

27 In fact, in the Husband's initial reply affidavit to the Wife's application in OADV 251 ("First Affidavit"), he made no reference to any specific representations made by the Wife at all. Instead, he made a *generalised* averment that he was not aware of what he had signed on a different date, *ie.* 26

[13] See also *Wee Chiaw Sek Anna v Ng Li-Ann Genevieve (sole executrix of the estate of Ng Hock Seng, deceased)* [2013] 3 SLR 801 at [30] – [32].

Version No 2: 20 Nov 2025 (09:49 hrs)

August 2024.[14] As I had noted above, not being aware of what he had signed is a substantively *different* averment than a fraudulent oral representation by the Wife.

28 Upon clarification with counsel, it would appear that the Husband's case is that he had simply trusted the Wife and the family who had asked him to sign documents (without any specific reference as to what it had contained). To me, that is not a sufficiently particularised allegation of fraudulent misrepresentation.

29 In any event, I find the Husband's overall evidence to be wanting and, in many respects, contradictory.

30 As I had alluded to above, the Husband made no mention of any discussions with the Wife on 8 August 2024 in his First Affidavit (filed in May 2025), choosing instead to only mention what had allegedly occurred on 26 August 2024, including the fact that his daughter and the Wife had asked "two women" (one of whom was a "lawyer") to meet him at the hospital where he was staying to sign certain documents.[15]

31 It was only *after* the Wife had filed another affidavit in July 2025 that the Husband claims, in a subsequent affidavit filed for OADV 465 ("Second Affidavit"), that he recalls certain conversations he had with the Wife on 8 August 2024 regarding the topic of divorce, and how getting a divorce may improve his eligibility for government subsidies. He says he was clear that he did not agree to any divorce or the terms thereof. [16]

---

[14] R1 at [26]

[15] RA1 at [12]

[16] RA2 at [6]

Version No 2: 20 Nov 2025 (09:49 hrs)

32 In other words, the Husband now *positively avers* that: (i) there was indeed a discussion about divorce with the Wife prior to him signing the Draft IJ (and other documents); (ii) he knew and could recall what had happened; and (iii) he had affirmatively *denied* her request for a divorce.

33 To begin with, the Husband position in his Second affidavit stands in stark contrast to his First Affidavit, where he unequivocally stated that "*throughout all these years, we carried on in the marriage and* ***we had never spoken*** *about parting. In any case, we were both getting on in years and the marriage situation had not changed for* [emphasis added]". His assertion that they "never spoke about parting" is, by his latest confirmation, evidently untrue since he now accepts that there were communications between the two parties on 8 August 2024 about divorce (several weeks prior to him signing the IJ).

34 Be that as it may, if what the Husband had deposed to in his Second Affidavit was true, it would have been clear to him that when he was asked to sign documents on 26 August 2024, in the presence of a "lawyer", that this formal event must have been related to matters of a serious *legal* nature and significance, especially since the idea of divorce had been broached by the Wife a few weeks earlier. It could not be, as he had claimed in the First Affidavit, that the documents were merely meant to "*help* [him] *with finances and the costs associated with* [his] *hospital stay*". No evidence was given as to why he would have thought that there would be a need for such documents to be signed in the presence of a lawyer if it was only for the costs of a hospital stay?

35 In gist, the overall tenor of the Husband's case – as contained in the affidavits he had filed – was that he was completely clueless as to why he had

Version No 2: 20 Nov 2025 (09:49 hrs)

signed documents on 26 August 2024.[17] He even asserted that he "*did not have the mental capacity nor was* [he] *capable of understanding the contents of the documents*",[18] a point which he is no longer pursuing.

36 It follows that much turns on whether the Husband was indeed as physically or mentally infirmed and/or incapacitated (as he claims to be) on 26 August 2024 such that the Court should accept his assertion that he was completely unaware of what was going on that day, despite what he now recalls had happened a few weeks earlier.

37 It is on this matter which the evidence provided by Ms [C], the Commissioner for Oaths who attended at the Husband's hospital on 26 August 2024, took on especial significance. Ms [C]'s narration of what had taken place that day was set out in her letter dated 19 May 2025 sent on the letterhead of her firm, [XX2] ("CFO Letter"). This letter was exhibited in the Husband's Supplementary Affidavit filed on 10 June 2025.[19]

38 At the outset, I accept Ms [C]'s position that as an independent Commissioner for Oaths, she owed no duty to either parties and that the contents of her letter provided a clear and detailed factual account of what had transpired on 26 August 2024. I also have no reason to doubt Ms [C]'s recollection of the relevant events which she explained left her with a deep impression given that it was her first time carrying out a commissioning appointment at a hospital.[20] Neither the Husband nor his counsel could point to any factual or legal basis for me to doubt Ms [C]'s evidence.

---

[17] R1 at [12]

[18] RA1 at [23]

[19] The CFO Letter has been exhibited in R1-S at pp. 30 – 34

[20] CFO Letter at [20]

Version No 2: 20 Nov 2025 (09:49 hrs)

39 In the CFO Letter, Ms [C] – in no uncertain terms – explained that:[21]

(a) she disagreed with the Husband's claim that he was "very ill" or that he could not understand what was happening;

(b) the Husband was "*alert, sitting up in bed*" when she met him

(c) she checked with the Husband whether he could speak, read and understand the English language. The Husband replied her *in English* that he could, and then all subsequent interaction between them was conducted in English;

(d) she had *told* the Husband that she understood that the Wife and him had agreed to an uncontested divorce and she was here to witness his signature, to which the Husband answered in the affirmative;

(e) she told the Husband that he could "*seek independent legal advice*" and the Husband said it was not necessary as he was aware of what he was signing; and

(f) he then read the Draft IJ twice and expressed his readiness to proceed to execute the documents by affixing his thumb print. He did so without assistance, and willingly. Ms [C] then affixed her Commissioner for Oath seal to the document, and signed it as well.

40 Ms [C]'s evidence puts to rest *any* claim by the Husband that he had been labouring under any mental incapacity or infirmity, had been unaware of what he was signing, or that he did not know that he had agreed to an uncontested divorce with the Wife.

[21] CFO Letter at [12] – [16]

Version No 2: 20 Nov 2025 (09:49 hrs)

41 I therefore find that there was no fraudulent misrepresentation made by the Wife to the Husband on 26 August 2024, or any other date. The Husband was neither unaware nor was he mislead by the Wife as to the contents of the Draft IJ when he executed the said documents on 26 August 2024. I find him to be fully aware of what he had executed that day. His belated attempt to set-aside the IJ via OADV 465 is, in my view, an attempt to renege on what he now believes to be a "bad bargain", and not because he had been lied to by the Wife.

42 For the same reasons – including but not limited to Ms [C]'s evidence – I find that the Wife had not taken advantage of the Husband.

43 He was fully aware of the terms of the Draft IJ, had been extended an opportunity to take independent legal advice (even being reminded of this right in the presence of an independent Commissioner for Oaths) but chose not to do so as he was satisfied with the terms contained therein.

44 Indeed, I find the Husband's case on this matter wanting in one important aspect – why would the Wife, having allegedly planned to take advantage of the Husband for some time and having laid out a detailed scheme to take over the Matrimonial Flat and leave the Husband destitute, take the risk of appointing an independent Commissioner for Oaths to attend at the hospital, allow her to verify the Husband's understanding of the terms, and explain to him his right to counsel to the Husband (and thus take apart her furtive plans)?

45 Further, as the Wife's counsel had pointed out – armed with an allegedly unfair IJ and an improperly obtained Power of Attorney granting their daughter the right to act in place of the Husband, why did the Wife not proceed to unilaterally carry out the transfer of the Matrimonial Flat to consummate her

Version No 2: 20 Nov 2025 (09:49 hrs)

nefarious plan? Instead, she took the unnecessary step of contacting the Husband to carry out the property transfer through the usual means.

46 The Wife's actions run counter to someone who is trying to take advantage of the Husband's vulnerabilities.

47 For completeness, in reaching the above conclusions, I make the following additional observations:

(a) **Fraudulent Misrepresentation**. The Husband's claim for fraud or fraudulent misrepresentation also fails because *inter alia* he has not clearly pointed to the allegedly false representation which the Wife had made to him which induced him to sign the IJ.

(b) I did not take into account the parties' 8 August 2024 conversations since neither the Husband, nor his counsel relied on the events of this date. In any event, what was discussed could at best be statement as to the Wife's *belief* that a divorce may improve the chances of obtaining financial subsidies (even if it was indeed made) and not a statement of fact, nor has the Husband shown that the Wife had no genuine belief as to its truth.

(c) Insofar as the Husband is relying on something spoken or said on 26 August 2024, he has adduced no objective evidence to support his case. Given Ms [C]'s evidence, the Husband simply has not passed the high threshold required to support a finding of fraud.

(d) **Unconscionability / Unfair Advantage**. Insofar as any claim of unconscionability (or unfair advantage) is concerned, a critical element of this claim is proof that the Wife *was aware* of the Husband's

Version No 2: 20 Nov 2025 (09:49 hrs)

incapacity or infirmity, and she had then *taken advantage of, or exploited* the same. The mere presence of a mental infirmity on the Husband alone would not suffice.

(e) In my view, I find that the Husband would have failed in his claim *regardless* of whether he was indeed infirmed at the material time. This is because the Wife had arranged for an independent Commissioner for Oaths to facilitate and assist with the execution of the IJ, and the IJ was not signed in her or their daughter's presence. Ms [C] had explained that the Husband was given ample opportunity to consider the terms of the IJ, and had been told of his right to seek legal advice. He then executed the IJ having expressed his understanding of its terms.

(f) Under these circumstances, there was no reason for the Wife to know (or even suspect) that the Husband was labouring under any infirmity or incapacity which affected his ability to provide his consent to the terms of the IJ on 26 August 2024. As such, the Wife could not be said to have taken advantage of any infirmity or incapacity suffered by the Husband, which she had been aware of.

The Husband's alleged medical condition

48 Although my findings above are sufficient to dispose of OADV 465, I will, for completeness, set out my views on the Husband's alleged incapacity or mental infirmity because of his medical condition.

49 In my view, having considered the evidence produced by the Husband, I find that he has not proven that had been suffering from *any* mental incapacity or infirmity on 26 August 2024 which affected his ability to understand,

Version No 2: 20 Nov 2025 (09:49 hrs)

comprehend and thereafter provide his consent (and assent) to the terms of the IJ.

50 As I had outlined above, the detailed narration provided by Ms [C] strongly supports (and corroborates) the Wife's description of the Husband's physical condition and mental acuity on 26 August 2024 (set out in her affidavit filed in relation to OADV 465,[22] and in her reply affidavit for OADV 251).[23]

51 As against the Wife's and Ms [C]'s evidence, the Husband principally relies on his bare recollection (as contained in his affidavits) and a medical report from Tan Tock Seng Hospital dated 28 March 2025 ("TTSH Report"). authored by one Dr [DT] (a senior resident at the Department of Gastroenterology & Hepatology).

52 As alluded to above, I placed little weight on the Husband's alleged recollection in his affidavits which, in my view, was not entirely consistent or clear.

53 With respect to the TTSH Report, I am of the view that the Husband has placed undue reliance on what appears to be a *general* medical report of his hospital stay and medical history. The TTSH Report is not an *expert* report from a psychiatric or mental health expert witness giving his or her assessment or opinion of the Husband's mental capacity or acuity on 26 August 2024.

54 Indeed, the TTSH Report itself does not indicate any mental capacity assessment was done on the Husband on 26 August 2024, or even within the same month. Even on the Husband's own case, he submits that an assessment

[22] Wife's Affidavit dd 15.08.25 filed for OADV 465 at [21] – [24]

[23] Wife's Affidavit dd 23.07.25 filed for OADV 251 at [22] – [26]

Version No 2: 20 Nov 2025 (09:49 hrs)

was done by an occupational therapist *after* his admission to the hospital on 11 September 2024 where he was noted to have "cognitive impairment".

55 Even if that was true, this would have been *after* the Draft IJ had been executed. It would be an inferential leap for the Court – in the absence of clear and credible expert evidence – to assume that the Husband had been suffering the same "cognitive impairment" one month earlier. I do not agree with counsel that there is basis to suspect what the Husband's condition was weeks earlier.

56 What is more important, however, is that the Court should not make assumptions as to what "*cognitive impairment*" may mean in relation to the Husband, and how it may have affected him on 26 August 2024. The thrust of the Husband's case appears to be that simply because when he was screened under the Montreal Cognitive Assessment test, he had been given a particular score associated with cognitive impairment, it follows *ipso facto* that he had no capacity (or at the least, no mental ability) to understand to the Draft IJ.

57 With respect, that is an assumption which cannot be made in the absence of proper expert evidence. I also do not agree with the Husband's counsel that this is a matter which the Court can simply take "judicial notice" of. Judicial notice can only be resorted to when the issue in question falls within one of the recognised categories in s 59 of the Evidence Act 1893, or if relates to a matter which is of clear notoriety, or which is capable of being immediately and accurate shown to exist by authoritative sources.[24] The effect of the alleged "cognitive impairment" suffered by the Husband does not fall under any of these categories. In my view, it can only be answered by a person skilled in the relevant science.

[24] *Zheng Yu Shan v Lian Beng Construction (1988) Pte Ltd* [2009] 2 SLR(R) 587 at [27]

Version No 2: 20 Nov 2025 (09:49 hrs)

58 Overall, I find that the Husband has not discharged his burden to demonstrate that he was labouring under any mental infirmity or incapacity at the material time such that he was unable to understand what was contained in the IJ, or to give his consent to the same.

59 It follows therefore that he has not shown how the Wife had taken advantage of, or had misled, him to execute the IJ. That being the case, there is no need for the Court to consider whether the terms of the IJ reflected a just and equitable division of the parties' matrimonial assets.

60 As Choo Han Teck J had held in *Lee Min Jai* (some twenty years ago) and more recently, in *WWQ v WWR* [2025] SGHCF 3, "[a] *court will not lightly vary the terms of a settlement agreement simply because in the court's view such revision would lead to a more equitable result. The court has to respect the fact that the parties would have had their own private reasons for agreeing to the settlement*…".

The Wife's application should be allowed.

61 In light of my decision set out above, the final question I have to consider is whether to *vary* paragraph 3a. of the IJ in the manner sought by the Wife.

62 To recapitulate, the Wife had filed OADV 251 seeking an extension of time for the transfer of the Matrimonial Flat as the original timeframe for the same had expired in April 2025 (*ie.* 6 months after the IJ was granted). As noted earlier, the Husband accepts that if his application was not granted, there is no basis for him to contest OADV 251.

63 I agree with the Wife that a further extension of time ought to be granted. In my view, the original timeframe had lapsed due to the Husband's refusal

Version No 2: 20 Nov 2025 (09:49 hrs)

(perhaps due to his belief that the IJ was not properly obtained, an argument which I have rejected) and the original terms of the IJ have become unworkable as a result.

64 I will therefore grant the extension of time sought by the Wife as this variation would enable the original intention of the IJ , *viz.* the transfer of the Husband's rights and interests in the Matrimonial Flat to the Wife, would be implemented.

Conclusion

65 In conclusion, I grant an Order-in-terms of Prayers 1 to 3 of OADV 251, and dismiss OADV 465 in its entirety.

66 I will hear the parties on the issue of costs.

Kevin Ho
District Judge

Ms Yeo Qi Yan Pearlyn
(Yeo & Associates LLC)
for the Applicant-Wife;

Mr Tan Jin Song and Ms Georgina Lai Li Yi
(Havelock Law Corporation)
for the Respondent-Husband.

Version No 2: 20 Nov 2025 (09:49 hrs)