

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2025] SGFC 142**

MSS 2240/2023  
HCF/DCA 126/2025

Between

XWN

*... Applicant*

And

XWO

*... Respondent*

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**FOUNDATIONS OF DECISION**

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Family Law - Maintenance - Child

Family Law - Maintenance - Wife

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**XWN  
v  
XWO**

**[2025] SGFC 142**

Family Court — MSS 2240/2023  
District Judge Phang Hsiao Chung  
24 July 2025, 2 and 9 September 2025 and 15 October 2025

29 December 2025

**District Judge Phang Hsiao Chung:**

**Introduction**

1 MSS 2240/2023 was an application under section 69 of the Women’s Charter 1961 (2020 Rev Ed) by a wife and mother of 4 children (the “Mother”) against her husband and the father of the children (the “Father”) for maintenance for herself and each of the 4 children (each a “Child” and collectively, the “Children”).

2 This case raises the question of the extent to which a sole breadwinner of a family, which is accustomed to a high standard of living, is obliged to maintain the family at that standard of living, after unilaterally deciding to change his lifestyle in a manner that reduces his income substantially.

## **Facts**

### ***The parties***

3 The parties and their Children are Canadian nationals who moved to Singapore in December 2013.

4 The Father was a senior executive in the Singapore office of a multinational corporation (the “Singapore Employer”), and was employed on generous terms that included expatriate allowances. The Mother was a homemaker who had entered Singapore on a Dependant’s Pass linked to the Father’s Employment Pass.

5 The Children are:

(a) a son born in 2006 (the “1st Child”), who studied at an international school (“International School A”) until he went abroad in September 2025 for university studies;

(b) a son born in 2008 (the “2nd Child”), who studies at International School A;

(c) a son born in 2011 (the “3rd Child”), who studies at a different international school (“International School B”); and

(d) a daughter born in 2013 (the “4th Child”), who also studies at International School B.

### ***Background***

6 In August 2023, the Father unilaterally moved out of the family home to live with another woman (“W”).

7        Around that time, the Father offered to maintain the family’s lifestyle, and to pay the Mother \$20,000 per month for the maintenance of the family, in addition to paying for the Children’s school fees, school bus fees, and the monthly rent of the family home. The Father subsequently reduced his offer to paying \$11,000 per month, in addition to the Children’s school fees, school bus fees, and the monthly rent of the family home.

8        After the Father reduced financial support for the family in September 2023, the Mother commenced MSS 2240/2023 on 2 October 2023 to obtain maintenance for herself and the Children.

9        The Father resigned from the Singapore Employer on 9 October 2023, even though he would otherwise have continued to be employed on the same generous terms (which included expatriate allowances) until July 2024. The Father initially claimed that he was “compelled to leave” the Singapore Employer, but admitted during cross-examination that there was no evidence in his affidavit (of evidence in chief) to support this claim. The Father alleged instead that the Mother had gone on a “smear campaign”, that the Father was “questioned by [his] superiors about having an affair with a direct report and giving the person promotions and bonuses”, and that the Father was convinced that had he stayed longer, his employment would have been terminated because of the reputational damage caused by the Mother.

10       In January 2024, the Father left Singapore and moved to Canada. This halted the progress of MSS 2240/2023. After the Father failed to attend a Court Mention on 31 January 2024, a Warrant of Arrest was issued against him.

11       On 16 April 2024, the Mother commenced FC/D 1729/2024 to dissolve the parties’ marriage on the ground that the marriage had broken down

irretrievably because the Father had committed adultery and the Mother found it intolerable to live with the Father. The Father applied to stay the divorce proceedings on the ground of *forum non conveniens*, but the Father's application was dismissed on 23 September 2024. After an Interim Judgment was granted in the divorce proceedings on 6 November 2024, the Father resumed participation in MSS 2240/2023, and the Warrant of Arrest was cancelled on 5 December 2024.

### **The parties' cases**

12 The Mother's case is summarised in the closing submissions filed by her solicitors.

(a) The Mother alleged that the Father had failed to provide reasonable maintenance for her and the 4 Children since August 2023, when the Father left the matrimonial home. She highlighted that the Father had admitted, during cross-examination, that he had not paid any sum of money to her between November 2023 and May 2025.

(b) While the Mother admitted that the expenses claimed were higher than those of an average family in Singapore, she claimed that this was because of the high standard of living enjoyed by the family, and that the Father had initially offered to pay her a monthly allowance of \$20,000 in addition to directly paying the Children's school fees and school bus fees, and the family's rent.

(c) The Mother claimed that the Father was a man of substantial earning capacity and means, and had downplayed his current monthly income from his current employer (the "Canada Employer"). In addition to monthly income, the Father also stood to receive bonuses as high as

CAD 309,375 to be paid in 2026. While employed by the Singapore Employer, the Father was earning an annual income of \$860,193. Yet the Father voluntarily resigned from the Singapore Employer in October 2023, shortly after he was served with MSS 2240/2023, so as to avoid his maintenance obligations. The Father made a bare allegation that the Mother started a smear campaign against him and forced his resignation from the Singapore Employer, and did not produce a shred of evidence that the Mother had badmouthed him or contacted his colleagues/employers before his resignation on 9 October 2023.

(d) The Mother claimed that the Father had sufficient financial resources to pay the maintenance sought by the Mother. The assets in the Father's sole name were slightly under \$2 million. The Mother claimed that the Father had transferred sums totalling more than \$1 million to W, with a view to depleting his assets to defeat a maintenance claim.

(e) In response to the Father's suggestion that the family move to Canada, where schooling and healthcare are free, the Mother pointed out that only public schooling is free, and observed that the school fees of private schools in Canada are similar to international school fees in Singapore. The Mother also highlighted that the Children had been residing and studying in Singapore for most of their lives, that the 3rd and 4th Children had never lived in Canada, and that the 1st and 2nd Children had not lived in Canada since 2011.

(f) Since May 2025, the Father paid approximately \$5,500 per month as maintenance for the Mother and the 4 Children. (The actual amount transferred by the Father each month was CAD 6,000.) This

was insufficient. The Mother observed that the Father had claimed that his own expenses were CAD 6,810 per month.

13 The Father’s case is summarised in the closing submissions filed by his solicitors.

(a) The Father claimed that there was lack of clarity in what the Mother was claiming, and that he was not made aware of the expenses incurred. The Father also claimed that the expenses incurred by the Mother and the Children were inflated, unreasonable and/or “duplicitous”.

(i) The Father highlighted, for instance, the Mother’s expenditure on her nails and cosmetic treatments, braces for the 1st Child, flights and vacations, and Formula One race tickets.

(ii) The Father highlighted that the Mother, despite having a car, claimed taxi expenses of \$400 per month, as well as Grab transfer expenses of \$1,080 per month, MRT expenses of \$365 per month, and school bus expenses of \$500 per month, for the Children.

(iii) The Father pointed out that the Mother made dubious and unsubstantiated claims for the household, such as \$750 per month for “Devices wear and tear / replacement”, to artificially drive up the purported family expenses.

(iv) The Mother claimed CAD 19,309.53 for medical insurance. The Father was not informed of this expense before it was incurred, and did not consent to this expense.



(v) The Father also complained that after the lease at the family's previous accommodation expired, the Mother and Children moved into more expensive accommodation, resulting in an increase in the monthly rent from \$6,500 to \$8,000, and that the Mother was "so cavalier in her spending" that she overpaid her landlord \$5,000 in rent on 12 August 2024.

(b) The Father disputed the Mother's claim of hardship necessitating interim maintenance. The Father highlighted that the Mother had transferred CAD 169,800 from the parties' joint account to her personal account. The Father also highlighted that the Mother had declared, in her Affidavit of Means filed on 7 March 2025 for the divorce proceedings, that she had at least 11 bank accounts in Canada, 2 DBS Bank accounts and 1 Citibank account. The Father claimed that the Mother had a Canadian private banking account, and that this implied that the Mother had at least CAD 1 million in investable assets. The Father claimed that the Mother had drawn down the total in her bank accounts from \$858,695.97 to \$222,682.27 in less than 12 months. The Father also claimed that the Mother could obtain loans from her parents, sister and friends.

(c) The Father claimed that it was unreasonable for the Mother to refuse to return to Canada with the Children.

(i) The Father claimed that the parties' stay in Singapore was temporary and premised on his job in Singapore, and that the parties had all along intended to return to Canada after the Father ceased work in Singapore. The Father highlighted that the parties retained their matrimonial home in Canada, that both parties' families resided in Canada, and that the Mother retained

many personal assets (including the majority of her bank accounts) in Canada.

(ii) The Husband pointed out that as the Mother and the 4 Children were Canadian citizens, transport, healthcare and education would be free for them in Canada.

(iii) Even if the Husband had remained employed with the Singapore Employer, his expatriate allowances would have ceased by July 2024, and this was made known to the Wife. There was therefore no basis for the Mother to insist on remaining in Singapore with the 4 Children.

(iv) From 1 September 2025, the 1st Child would have access to funds in his Education Savings Plan for his university expenses. The 1st Child will no longer have to be maintained by the Father after the 1st Child turned 19 years of age in November 2025, and would have access to a rounded sum of CAD 75,000 from the 1st Child's Education Savings Plan. The sum of CAD 75,000 was sufficient to cover the 1st Child's educational expenses, on-campus residence, meals and miscellaneous fees for a 3-year course, and any shortfall for a 4-year course can be made good by an education loan.

(v) As the Father no longer worked in Singapore, the Mother was in Singapore on a Long-Term Visit Pass dependent on the Children's Student Passes. The 1st Child was now in Singapore on a Social Visit Pass, as his Student Pass has expired.

(d) The Father claimed that there was no neglect or refusal by him to pay reasonable maintenance. The Father claimed to have paid for

various expenses incurred from August 2023 to March 2025, and to have transferred the sum of CAD 6,000 per month to the Mother in April and May 2025.

(e) The Father claimed that the Mother had the means and resources to maintain herself. He highlighted that the Mother had a Master's degree in psychiatry and a postgraduate diploma in counselling psychology, and was able to practise as a counsellor in Singapore. The Father observed that the Children were no longer so young as to require the Mother's full attention, and that the Mother also had a domestic helper.

(f) It was only after extensive attempts to secure employment that the Father found permanent employment in Canada, first with a different employer (the "Interim Employer") and then with the Canada Employer. Under the Canada Employer, the Father earned an annual base salary of CAD 275,000 (or a gross monthly income of CAD 22,916.66). After mandatory deductions and income tax of 46.16% are deducted, the Father's net take home pay was CAD 10,952.

## **Decision**

14 As the Mother commenced divorce proceedings in FC/D 1729/2024 after the commencement of MSS 2240/2023, and an Interim Judgment has been granted in those divorce proceedings, MSS 2240/2023 has become in substance an application for interim maintenance pending a final decision on the divorce ancillary matters in FC/D 1729/2024.

15 The provisions directly relevant to MSS 2240/2023 are sections 68 and 69 of the Women's Charter 1961.

16 Section 68 of the Women’s Charter 1961 imposes a duty on a parent “to maintain or contribute to the maintenance of his or her children, whether they are in his or her custody or the custody of any other person, ... either by providing them with such accommodation, clothing, food and education as may be reasonable having regard to his or her means and station in life or by paying the cost thereof”.

17 Under section 69(1) of the Women’s Charter 1961, the Court “may, on the application of a wife, and on due proof that her husband has neglected or refused to provide reasonable maintenance for her, order the husband to pay monthly sums or a lump sum for the maintenance of that wife”. Under section 69(2) of the Women’s Charter 1961, the Court “may, on due proof that a parent has neglected or refused to provide reasonable maintenance for his or her child who is unable to maintain himself or herself, order that parent to pay monthly sums or a lump sum for the maintenance of that child”. Under section 69(3) of the Women’s Charter 1961, an application for the maintenance of a child may be made by any person who is a guardian or has the actual custody of the child. In this case, the Mother had care and control of all 4 Children.

18 Under section 69(4) of the Women’s Charter 1961, the Court, when ordering maintenance for a wife or a child, “is to have regard to all the circumstances of the case”, including (to the extent that they are relevant to this case) the following matters:

- (a) the financial needs of the wife or child;
- (b) the income, earning capacity (if any), property and other financial resources of the wife or child;

- (c) the age of each party to the marriage and the duration of the marriage;
- (d) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family;
- (e) the standard of living enjoyed:
  - (i) by the wife before her husband neglected or refused to provide reasonable maintenance for her; or
  - (ii) by the child before a parent neglected or refused to provide reasonable maintenance for the child;
- (f) in the case of a child, the manner in which the child was being, and in which the parties to the marriage expected the child to be, educated or trained; and
- (g) the conduct of each of the parties to the marriage, if the conduct is such that it would in the opinion of the court be inequitable to disregard it.

19 For completeness, I also refer to the related provisions of the Women's Charter 1961 that apply to an application for interim maintenance during the course of any divorce proceedings, or subsequent to the grant of an Interim Judgment of divorce.

20 Under section 113(1) of the Women's Charter 1961, the Court may order a man to pay maintenance to his wife or former wife during the course of any matrimonial proceedings, or subsequent to the grant of a judgment of divorce.

21 Under section 114(1) of the Women’s Charter 1961, in determining the amount of any maintenance to be paid by a man to his wife or former wife, the Court “must have regard to all the circumstances of the case”, including (to the extent that they are relevant to this case) the following matters:

- (a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage; and
- (e) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family.

22 Under section 114(2) of the Women’s Charter 1961, in exercising the Court’s powers under section 114 to determine the amount of maintenance to be paid by a man to his wife or former wife, the Court “is to endeavour to place the parties, so far as it is practicable and, having regard to their conduct, just to do so, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other”.

23 Under section 127 of the Women’s Charter 1961:

(a) while any matrimonial proceedings are pending or at any time subsequent to the grant of a judgment of divorce, 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; and

(b) the provisions of Part 8 of the Women’s Charter 1961 (which include sections 68 and 69 of the Women’s Charter 1961) apply, with the necessary modifications, to any such application for maintenance.

***Assessment of Father’s means***

24 The Court often takes into account a person’s monthly income when determining the extent to which the person is able to provide reasonable maintenance for the person’s spouse or child. However, this is by no means the only consideration. Section 68 of the Women’s Charter 1961 requires the Court to have regard to a parent’s “means and station in life” when considering what constitutes reasonable maintenance for a child. Section 69(4) of the Women’s Charter 1961 requires the Court to have regard to “all the circumstances of the case” when determining the amount of maintenance to be ordered for a spouse or child. As illustrated in section 114(1)(a) of the Women’s Charter 1961, “all the circumstances of the case” would also include (in addition to the person’s income) the person’s earning capacity, the person’s property, and any other financial resources which the person has or is likely to have in the foreseeable future. The Court must view holistically the person’s financial resources, so that any maintenance payable by the person is not skewed by how the person’s remuneration package is organised. Further, where a person is clearly able to earn a substantial income, the Court should not infer too readily from any temporary unemployment experienced by the person that the person is thereby

unable to provide maintenance, or that there has been a material change in the person's circumstances to justify a reduction in any maintenance that the person is liable to provide. Otherwise, job resignation will become a convenient excuse to justify the adjustment of maintenance obligations.

25 I now turn to consider the Father's means. The Father is, and was at all material times, clearly able to earn a substantial income. The Father chose to resign on 9 October 2023, shortly after the commencement of MSS 2240/2023 on 2 October 2023. For the purposes of determining the extent of the Father's obligations to provide reasonable maintenance for the Mother and the Children, I accept that until the Father was employed by the Canada Employer on 15 October 2024, his earning capacity should be based on his income while he was employed by the Singapore Employer.

(a) It is not disputed that the Father resigned from the Singapore Employer on 9 October 2023. The Father did not provide any objective evidence (such as any communication from the Singapore Employer) suggesting that he was liable to have his employment terminated by the Singapore Employer. While the Father alleged that he was "compelled to leave" the Singapore Employer because the Mother had spread rumours of the parties' personal lives and separation to his colleagues, he did not produce any independent evidence that the rumours (if any) were in fact started by the Mother. While the Father exhibited, in his affidavit of evidence in chief, certain communications emanating from the Mother or her solicitors that the Father might consider objectionable, all of those communications were in fact written after the Father had resigned.



(b) Even if the Mother had publicly shamed the Father before his resignation, and the public shaming embarrassed the Father and contributed to his decision to resign, this did not make the Father's resignation any less voluntary. As the Father chose to resign, his resignation was voluntary, and the termination of his employment pursuant to his notice of resignation did not affect his earning capacity.

(c) The Father knew that he had a continuing obligation to maintain his family. The responsible thing for the Father to do would have been to take steps to secure a new role that would have enabled him to provide an appropriate level of financial support for his family, before resigning from the Singapore Employer. Instead, he chose to reduce his financial support for the family, and to resign from a role that came with generous terms (which included expatriate allowances).

(d) After the Father resigned, he was placed on garden leave until 8 January 2024, as he was required to serve 3 months' notice under his employment contract. The Singapore Employer's letter to the Father acknowledging receipt of his notice of resignation (exhibited at pages 43 to 48 of his affidavit of evidence in chief) stated that he would continue to be paid his salary and be provided with contractual benefits in the usual way until his last day of employment. While the Singapore Employer may have withheld the Father's salary during the notice period to satisfy the Father's Singapore income tax obligations, this did not detract from the fact that the Father in substance continued to be employed by the Singapore Employer until 8 January 2024.

(e) The Father was not precluded, by his contract of employment with the Singapore Employer, from applying for suitable employment

during his garden leave. However, it is unclear what attempts (if any) the Father made to secure suitable employment between the date of his resignation from the Singapore Employer and March 2024. The Father did not provide any evidence of his attempts apart from some short messages exchanged with 3 job recruiters in October and November 2023 that did not name any specific role. While the Father exhibited, at pages 64 to 94 of his affidavit of evidence in chief, several acknowledgments that the Father had applied for a new role, or reached out to a job recruiter, the earliest of these acknowledgments was dated 17 March 2024.

(f) While the Father secured employment with the Interim Employer on 22 July 2024, I did not consider his remuneration during his tenure at the Interim Employer to be a true reflection of his earning capacity. The income that the Father would have earned annually at the Interim Employer was significantly less than both the Father's annual income with the Singapore Employer and the Father's annual income with the Canada Employer. The fact that the Father left his role at the Interim Employer less than 3 months after he started work there suggests that the Father himself did not consider his remuneration with the Interim Employer to be a true reflection of his earning capacity.

(g) It was only when the Father started working with the Canada Employer on 15 October 2024 that one can sensibly conclude that there was a genuine reduction in the Father's earning capacity. This was a role, comparable in seniority to the Father's role in the Singapore Employer, that the Father finally settled on after making genuine attempts to find appropriate employment in Canada.

26 The Father is not beholden to work at the Singapore Employer just to support the standard of living chosen by the Mother for herself and the Children. There is also no evidence that the Singapore Employer would have continued to employ the Father at the same, or similar, generous terms after July 2024. Once the Father began employment by the Canada Employer on 15 October 2024, the Father's earning capacity must be recalibrated according to what he was paid by the Canada Employer.

27 For the purposes of the interim maintenance payable under MSS 2240/2023, the Father's earning capacity must be based on the Father's actual income (inclusive of actual bonuses) earned in 2024 and 2025, and not based on projected income and bonuses to be paid in 2026 or later. If and when the Father's income and bonuses are increased in 2026 or later, that may constitute a material change in circumstances justifying a variation of any maintenance ordered under MSS 2240/2023. For the present purposes, I would treat the Father's employment income over the period of 12 months starting in October 2024 as comprising at least an annual base salary of CAD 275,000, a guaranteed bonus of CAD 60,000 and an annual equity award of CAD 100,000, amounting to a total of CAD 435,000. In subsequent years, the guaranteed bonus of CAD 60,000 will be replaced by other bonuses, such as the Annual Incentive Plan. It appears from the Father's Earnings Statements issued by the Canada Employer for the periods 16 to 31 October 2024 and 1 to 15 November 2024 that a sum of CAD 3,919.87 was deducted at source for income tax every half month from the Father's employment income while the Father was employed by the Canada Employer. Therefore, in the 12 months starting in October 2024, the Father's income tax deducted upfront from his salary would be CAD 94,076.88, and the Father's annual employment income (net of those taxes) while the Father was employed at the Canada Employer would be about CAD 340,923.12. To avoid

doubt, this is only an estimate of the Father's annual earning capacity while employed by the Canada Employer, and is used only to guide the Court in determining what may constitute reasonable maintenance for the Mother and the Children, when taking a holistic view of the Father's financial resources.

28 I note from the Father's Income Tax Notice of Assessment for Year of Assessment 2024 that the Father's employment income with the Singapore Employer in 2023 (after deduction of expenses) was \$860,193, and that the tax payable by the Father on income earned in 2023 was \$164,004.39. Therefore, the Father's income in 2023 (net of income tax) would be about \$696,188.61.

29 As the Father's employment income in 2023 would include bonuses, the Father's monthly income would have been considerably less than the \$71,912.83 alleged by the Mother. Even though the Father's employment income while employed by the Singapore Employer (net of income tax) was substantial, mathematically, it would not be feasible to sustain indefinitely the Mother's grossly inflated claim for maintenance amounting to \$52,803.89 per month, in addition to rent, school fees for the 4 Children, and school bus fees for the 2 younger Children.

### ***Calculation of reasonable maintenance***

30 When MSS 2240/2023 was commenced, the Mother was a homemaker, the 4 Children were full-time students in international schools, and all of them were in Singapore on Dependant's Passes linked to the Father's Employment Pass. These Dependant's Passes were cancelled when the Father ceased to be employed in Singapore. To enable the Children to continue their studies in Singapore, the Mother obtained Student Passes for the Children, and a Long-Term Visit Pass (as a parent of children studying in Singapore) for herself.

It is not disputed that the Mother has been a homemaker from the time the family moved to Singapore in 2013. The Mother's Dependant's Pass and Long-Term Visit Pass did not entitle her to work in Singapore. It was therefore incumbent on the Father to maintain the Mother and the Children.

31 I found on the evidence that the Father did not adequately maintain the Mother and the Children from September 2023 onwards, even though he made certain payments from time to time (which must be set off against any backdated maintenance that is ordered). It was clear from the evidence that the Father did not remit any money to the Mother for the maintenance of the Mother and the Children from December 2023 to March 2025. While the Father did contribute to the maintenance of the Mother and the Children from September to November 2023, and from April 2025 onwards, I did not think that the amounts contributed by the Father were sufficient to cover the reasonable expenses of the Mother and the Children. In the circumstances, I thought it was reasonable to backdate the payment of maintenance to September 2023.

32 While I accept that the Mother and the Children are Canadian citizens, and that it may cost less for the Children to be educated in Canada, the fact remains that the Children have been in Singapore since 2013. When MSS 2240/2023 was commenced in October 2023, all 4 Children were attending international schools in Singapore. While relocation to Canada is a possibility, that would involve some disruption and adjustment. I therefore formed the view that it would be in the interests of the Children to continue their education in Singapore, and consequently for the Mother to remain with the Children in Singapore.

33 That said, I found the expenses listed by the Mother to be inflated and somewhat extravagant. Most of the line items were not supported by any

documentary evidence. After several rounds of submissions and clarifications from the parties, I decided that if the Mother and the Children are to continue living in Singapore on the basis that the Children continue to attend international schools and participate in the enrichment activities that they are accustomed to, the reasonable monthly expenses of the Mother and the Children would be as follows:

- (a) Rent - \$6,500 (September 2023 to April 2024); \$8,000 (May 2024 onwards);
- (b) Groceries and household cleaning supplies - \$2,500;
- (c) Utilities - \$800;
- (d) Other household expenses - \$1,500;
- (e) Helper's expenses - \$1,450 (September 2023 to April 2024); \$1,230 (May 2024 onwards);
- (f) Car expenses - \$1,500;
- (g) 1st Child's school fees - \$4,073.25 (September to December 2023); \$4,579.00 (January 2024 onwards);
- (h) 1st Child's other expenses - \$3,000;
- (i) 2nd Child's school fees - \$3,896.25 (September to December 2023); \$4,304.50 (January 2024 onwards);
- (j) 2nd Child's other expenses - \$3,000;
- (k) 3rd Child's school fees - \$3,710 (September to December 2023); \$3,925 (January 2024 onwards);

- (l) 3rd Child's school bus - \$250.61;
- (m) 3rd Child's other expenses - \$3,000;
- (n) 4th Child's school fees - \$3,652.50 (September to December 2023); \$3,864.17 (January 2024 onwards);
- (o) 4th Child's school bus - \$250.61;
- (p) 4th Child's other expenses - \$2,500; and
- (q) Mother's personal expenses - \$3,000.

34 As the Children's school fees were paid by semester, for the purposes of calculating each Child's school fees, the fees paid for all semesters in a year were added together to arrive at an annual amount, and the annual amount was divided by 12 months, in order to arrive at a monthly amount.

35 In determining what constitutes reasonable maintenance for the Children, I noted that a parent's duty under section 68 of the Women's Charter 1961 to maintain his or her child extends only to providing the child with such accommodation, clothing, food and education as may be reasonable. It does not extend to sending the child on a holiday. It is also doubtful whether a failure to sponsor a holiday would constitute a neglect or refusal to provide reasonable maintenance. Therefore, I did not make any provision for family vacation expenses.

36 In calculating the monthly expenses attributable to the Mother and each Child, I divided the following communal expenses equally among the Mother and the 4 Children:

- (a) Rent - \$6,500 (September 2023 to April 2024); \$8,000 (May 2024 onwards);
- (b) Groceries and household cleaning supplies - \$2,500;
- (c) Utilities - \$800;
- (d) Other household expenses - \$1,500; and
- (e) Helper's expenses - \$1,450 (September 2023 to April 2024); \$1,230 (May 2024 onwards).

37 Assuming that the Father had paid the rent for the period September to December 2023, the portion of the communal expenses attributed to each person was calculated as follows:

(a) For the period September to December 2023:  
 $\$(2,500 + \$800 + 1,500 + 1,450)/5 = \$6,250/5 = \$1,250.$

(b) For the period January to April 2024:  
 $\$(6,500 + 2,500 + \$800 + 1,500 + 1,450)/5 = \$12,750/5 = \$2,550.$

(c) For the period May 2024 onwards:  
 $\$(8,000 + 2,500 + \$800 + 1,500 + 1,230)/5 = \$14,030/5 = \$2,806.$

38 As the car was used primarily by the Mother, I treated the car expenses as the Mother's expenses, even though the car may be used to transport the Children from time to time.

39 Assuming that the Father had paid the rent, the school fees for all 4 Children, and the school bus fees for the 2 younger Children, from September



to December 2023, I assessed the monthly expenses attributable to the Mother and each Child as follows:

Person/Period	Sep to Dec 2023	Jan to Apr 2024	May 2024 onwards
1st Child	\$4,250	\$10,129	\$10,385
2nd Child	\$4,250	\$9,854.50	\$10,110.50
3rd Child	\$4,250	\$9,725.61	\$9,981.61
4th Child	\$3,750	\$9,164.78	\$9,420.78
Mother	\$4,250	\$7,050	\$7,306
Total	\$20,750	\$45,923.89	\$47,203.89

40 To avoid doubt:

(a) the monthly expenses attributable to the 1st Child for the period September to December 2023 comprised the 1st Child's portion of the communal expenses for that period (\$1,250) and the 1st Child's other expenses (\$3,000);

(b) the monthly expenses attributable to the 1st Child for the period January to April 2024 comprised the 1st Child's portion of the communal expenses for that period (\$2,550), the 1st Child's school fees according to the Mother (\$4,579) and the 1st Child's other expenses (\$3,000);

(c) the monthly expenses attributable to the 1st Child for the period May 2024 onwards comprised the 1st Child's portion of the communal expenses for that period (\$2,806), the 1st Child's school fees according to the Mother (\$4,579) and the 1st Child's other expenses (\$3,000);

(d) the monthly expenses attributable to the 2nd Child for the period September to December 2023 comprised the 2nd Child's portion of the communal expenses for that period (\$1,250) and the 2nd Child's other expenses (\$3,000);

(e) the monthly expenses attributable to the 2nd Child for the period January to April 2024 comprised the 2nd Child's portion of the communal expenses for that period (\$2,550), the 2nd Child's school fees according to the Mother (\$4,304.50) and the 2nd Child's other expenses (\$3,000);

(f) the monthly expenses attributable to the 2nd Child for the period May 2024 onwards comprised the 2nd Child's portion of the communal expenses for that period (\$2,806), the 2nd Child's school fees according to the Mother (\$4,304.50) and the 2nd Child's other expenses (\$3,000);

(g) the monthly expenses attributable to the 3rd Child for the period September to December 2023 comprised the 3rd Child's portion of the communal expenses for that period (\$1,250) and the 3rd Child's other expenses (\$3,000);

(h) the monthly expenses attributable to the 3rd Child for the period January to April 2024 comprised the 3rd Child's portion of the communal expenses for that period (\$2,550), the 3rd Child's school fees according to the Mother (\$3,925), the 3rd Child's school bus fees (\$250.61) and the 3rd Child's other expenses (\$3,000);

(i) the monthly expenses attributable to the 3rd Child for the period May 2024 onwards comprised the 3rd Child's portion of the communal expenses for that period (\$2,806), the 3rd Child's school fees according

to the Mother (\$3,925), the 3rd Child's school bus fees (\$250.61) and the 3rd Child's other expenses (\$3,000);

(j) the monthly expenses attributable to the 4th Child for the period September to December 2023 comprised the 4th Child's portion of the communal expenses for that period (\$1,250) and the 4th Child's other expenses (\$2,500);

(k) the monthly expenses attributable to the 4th Child for the period January to April 2024 comprised the 4th Child's portion of the communal expenses for that period (\$2,550), the 4th Child's school fees according to the Mother (\$3,864.17), the 4th Child's school bus fees (\$250.61) and the 4th Child's other expenses (\$2,500);

(l) the monthly expenses attributable to the 4th Child for the period May 2024 onwards comprised the 4th Child's portion of the communal expenses for that period (\$2,806), the 4th Child's school fees according to the Mother (\$3,864.17), the 4th Child's school bus fees (\$250.61) and the 4th Child's other expenses (\$2,500);

(m) the monthly expenses attributable to the Mother for the period September to December 2023 comprised the Mother's portion of the communal expenses for that period (\$1,250) and the Mother's other expenses (\$3,000);

(n) the monthly expenses attributable to the Mother for the period January to April 2024 comprised the Mother's portion of the communal expenses for that period (\$2,550), the Mother's car expenses (\$1,500) and the Mother's other expenses (\$3,000); and

(o) the monthly expenses attributable to the Mother for the period May 2024 onwards comprised the Mother's portion of the communal expenses for that period (\$2,806), the Mother's car expenses (\$1,500) and the Mother's other expenses (\$3,000).

41 I was informed that the 1st Child began studies in the United Kingdom in September 2025, and now returns to Singapore on a Social Visit Pass. However, I do not propose to further adjust these figures for monthly expenses for the period from September 2025 onwards. This is because the 1st Child's portion of the communal expenses will still be incurred while the 1st Child is away. The 1st Child will also have to incur his own rent and other expenses, and pay for any tertiary education fees not covered by his Education Savings Plan. There was also no material before me to enable me to make an informed decision on how the monthly expenses of the Mother and the 4 Children should be adjusted to account for the 1st Child's studies abroad. As this concerns matters that occurred after the conclusion of the trial for MSS 2240/2023, in order to preserve the parties' rights to rely on this as a material change in the circumstances, I gave the parties liberty to apply to vary the amount of maintenance payable from September 2025 onwards.

42 Following the norm in maintenance awards, and for ease of calculation, I rounded the amounts to be awarded as maintenance. For the period September 2023 to September 2024, I rounded the figures for monthly expenses downwards to the nearest \$100, to encourage financial prudence.

43 As there appeared to be a genuine decrease in the Father's earning capacity from October 2024, when he started work at the Canada Employer, the Mother would have to contribute to the maintenance of the Children, and reduce her reliance on the maintenance provided by the Father, if she wished to

continue with the same standard of living. While the Mother is unable to work in Singapore so long as she relies on a Long-Term Visit Pass to remain in Singapore, there is evidence that she is not without means and even has a private banking relationship with a Canadian financial institution. The Mother also has educational qualifications that may enable her to find suitable employment in Singapore if she obtains an Employment Pass. Having regard to the Father's reduced earning capacity, and the Mother's choice to raise the Children in Singapore, it was only fair that both parties should contribute equally to the maintenance of the Mother and the Children from October 2024 onwards.

44 I therefore ordered that the Father bear 100% of the maintenance amount from September 2023 to September 2024, but only 50% of the maintenance amount from October 2024 onwards.

45 The amounts of maintenance payable by the Father from September 2023 to September 2025 (had he not contributed any amount to the maintenance of the Mother and the 4 Children during that period) are therefore as follows:

Person/Period	Sep to Dec 2023	Jan to Apr 2024	May to Sep 2024	Oct 2024 to Sep 2025
1st Child	\$4,200	\$10,100	\$10,300	\$5,150
2nd Child	\$4,200	\$9,800	\$10,100	\$5,050
3rd Child	\$4,200	\$9,700	\$9,900	\$4,950
4th Child	\$3,700	\$9,100	\$9,400	\$4,700
Mother	\$4,200	\$7,000	\$7,300	\$3,650
Total	\$20,500	\$45,700	\$47,000	\$23,500

46 The Mother also claimed that the Father did not pay a total of one month's rent in November and December 2023. This was not denied by the

Father's solicitors in their reply filed on 26 September 2025. Therefore, I assessed the total amount of maintenance that would have been payable by the Father for the period September 2023 to September 2025 (had he not made any maintenance payments during that period) as \$788,300, calculated as follows:

$$\begin{aligned} & \$[(20,500 \times 4) + (45,700 \times 4) + (47,000 \times 5) + (23,500 \times 12) + 6,500] = \\ & \$ (82,000 + 182,800 + 235,000 + 282,000 + 6,500) = \$788,300. \end{aligned}$$

47 I deal next with the amount of maintenance already paid by the Father. The Mother admitted that the Father had paid a total of \$129,553.94,<sup>1</sup> comprising the following amounts:

- (a) \$27,762 (being the S\$ equivalent of the total of CAD 30,000 that the Father had paid as monthly payments of maintenance from 30 April to 29 August 2025, converted at an exchange rate of S\$0.9254 to CAD 1);<sup>2</sup>
- (b) \$31,878.00 (tuition fees for the 1st Child and 2nd Child for January 2024 to March 2024, paid in August 2023);
- (c) \$11,000 (paid on 2 September 2023);

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<sup>1</sup> The figure originally agreed to by the Mother was \$129,093.14. However, that was on the basis that the S\$ equivalent of the total of CAD 30,000 that the Father had paid as monthly payments of maintenance from 30 April to 29 August 2025 was \$27,301.20 instead of the final figure of \$27,762 arrived at by applying the exchange rate that the parties agreed on.

<sup>2</sup> During the hearing on 15 October 2025, the parties agreed to use the official exchange rate published in the Straits Times that day to determine the S\$ equivalent of the total of CAD 30,000 that the Father had paid as monthly payments of maintenance from 30 April to 29 August 2025. According to the 15 October 2025 edition of the Straits Times, the Interbank currency rate for one unit of S\$ to one unit of CAD was 0.9250 for Bid and 0.9258 for Offer. Taking the average, the applicable exchange rate would be 0.9254.

- (d) \$8,732.20 (paid on 2 October 2023);
- (e) \$300 (Helper's levy paid on 16 October 2023);
- (f) \$5,706.74 (payment for credit card on 21 November 2023); and
- (g) \$44,175 (tuition fees for 3rd Child and 4th Child paid in November 2023).

48 To these, I would add the credit card payment of \$10,004.79 on 13 September 2023, the maid levy payment of \$300 on 14 September 2023, and the British Club payment of \$1,967.80 on 28 September 2023. These were amounts that the Mother would have been required to pay in September 2023 if they had not been paid by the Father. Regardless whether these were expenses incurred in August 2023, they fell due only in September 2023. By paying these expenses on behalf of the Mother, the Father freed the Mother from paying these expenses. The Father was therefore in substance maintaining the Mother in September 2023 when he made those payments.

49 I would also add the car insurance payment of \$557.28 paid on 15 August 2023. This was clearly a prepayment that allowed the Mother to enjoy the benefit of the car from September 2023 to August 2024.

50 Lastly, I would add the security deposit of \$12,000, which the Father had paid for the premises previously used as the family home. As the Mother had moved out of those premises in mid-March, before the end of the tenancy in April 2024, the security deposit was used to settle the rent for March and April 2024 and could not be recovered from the landlord.

51 Adding these sums, the amount of maintenance already contributed by the Father, whether in form or in substance, amounted to a total of \$154,383.81.

52 In the circumstances, I assessed the outstanding balance of the maintenance payable by the Father for the period September 2023 to September 2025 to be \$633,916.19 (calculated by deducting \$154,383.81 from \$788,300).

53 In determining the amount of maintenance payable by the Father, I disregarded the withdrawal by the Mother of the sum of CAD 169,800 from the parties' joint account in November 2023, as that sum is a matrimonial asset that the Mother will have to account for in FC/D 1729/2024. Similarly, I disregarded the sums that the Father had transferred to W, and the sums transferred back to the Father by W, as the Father would likewise have to account for those sums as matrimonial assets in the divorce proceedings. Suffice to say, it appears from the cash flows between the Father and W that the Father has sufficient financial resources to pay maintenance for the Mother and the Children at a rate commensurate with his earning capacity while employed by the Singapore Employer, even in the months when he was unemployed.

### **Conclusion**

54 In the circumstances, I granted a maintenance order MO 522/2025 containing the following terms<sup>3</sup>:

1. [The Father] is to pay \$4,200.00 per month as maintenance for [the Mother].
2. The above-mentioned maintenance is to be paid on or before the 1st day of each month with effect from 01 September 2023.

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<sup>3</sup> The phraseology of paragraphs 1 to 31 of maintenance order MO 522/2025 was imposed by the Family Justice Courts' Integrated Family Application Management System, which generated the maintenance order.



- 3. The above-mentioned maintenance is to be paid by [the Father] to the following payee as specified below.

S/N	Beneficiary Name	Payee Name	Payee Type	Bank/PayNow Account
1	[Mother]	[Mother]	The Applicant	[Redacted]

- 4. [The Father] is to pay \$7,000.00 per month as maintenance for [the Mother] with effect from 01 January 2024.
- 5. [The Father] is to pay \$7,300.00 per month as maintenance for [the Mother] with effect from 01 May 2024.
- 6. [The Father] is to pay \$3,650.00 per month as maintenance for [the Mother] with effect from 01 October 2024.
- 7. [The Father] is to pay \$4,200.00 per month as maintenance for the child, [1st Child].
- 8. The above-mentioned maintenance is to be paid on or before the 1st day of each month with effect from 01 September 2023.
- 9. The above-mentioned maintenance is to be paid by [the Father] to the following payee as specified below:

S/N	Beneficiary Name	Payee Name	Payee Type	Bank/PayNow Account
1	[1st Child]	[Mother]	The Applicant	[Redacted]

- 10. [The Father] is to pay \$10,100.00 per month as maintenance for the child, [1st Child] with effect from 01 January 2024.
- 11. [The Father] is to pay \$10,300.00 per month as maintenance for the child, [1st Child] with effect from 01 May 2024.
- 12. [The Father] is to pay \$5,150.00 per month as maintenance for the child, [1st Child] with effect from 01 October 2024.
- 13. [The Father] is to pay \$4,200.00 per month as maintenance for the child, [2nd Child].

- 14. The above-mentioned maintenance is to be paid on or before the 1st day of each month with effect from 01 September 2023.
- 15. The above-mentioned maintenance is to be paid by [the Father] to the following payee as specified below:

S/N	Beneficiary Name	Payee Name	Payee Type	Bank/PayNow Account
1	[2nd Child]	[Mother]	The Applicant	[Redacted]

- 16. [The Father] is to pay \$9,800.00 per month as maintenance for the child, [2nd Child] with effect from 01 January 2024.
- 17. [The Father] is to pay \$10,100.00 per month as maintenance for the child, [2nd Child] with effect from 01 May 2024.
- 18. [The Father] is to pay \$5,050.00 per month as maintenance for the child, [2nd Child] with effect from 01 October 2024.
- 19. [The Father] is to pay \$4,200.00 per month as maintenance for the child, [3rd Child].
- 20. The above-mentioned maintenance is to be paid on or before the 1st day of each month with effect from 01 September 2023.
- 21. The above-mentioned maintenance is to be paid by [the Father] to the following payee as specified below:

S/N	Beneficiary Name	Payee Name	Payee Type	Bank/PayNow Account
1	[3rd Child]	[Mother]	The Applicant	[Redacted]

- 22. [The Father] is to pay \$9,700.00 per month as maintenance for the child, [3rd Child] with effect from 01 January 2024.
- 23. [The Father] is to pay \$9,900.00 per month as maintenance for the child, [3rd Child] with effect from 01 May 2024.
- 24. [The Father] is to pay \$4,950.00 per month as maintenance for the child, [3rd Child] with effect from 01 October 2024.

- 25. [The Father] is to pay \$3,700.00 per month as maintenance for the child, [4th Child].
- 26. The above-mentioned maintenance is to be paid on or before the 1st day of each month with effect from 01 September 2023.
- 27. The above-mentioned maintenance is to be paid by [the Father] to the following payee as specified below:

S/N	Beneficiary Name	Payee Name	Payee Type	Bank/PayNow Account
1	[4th Child]	[Mother]	The Applicant	[Redacted]

- 28. [The Father] is to pay \$9,100.00 per month as maintenance for the child, [4th Child] with effect from 01 January 2024.
- 29. [The Father] is to pay \$9,400.00 per month as maintenance for the child, [4th Child] with effect from 01 May 2024.
- 30. [The Father] is to pay \$4,700.00 per month as maintenance for the child, [4th Child] with effect from 01 October 2024.
- 31. Each party is to bear his/her own costs.
- 32. The total amount of maintenance that would have been payable by [the Father] for the period September 2023 to September 2025 (had he not made any maintenance payments during that period) is \$788,300.00.
- 33. The total amount of maintenance already paid by [the Father] for the period September 2023 to September 2025 is \$154,383.81.
- 34. The outstanding balance of the maintenance payable by [the Father] for the period September 2023 to September 2025, amounting to \$633,916.19, is to be paid in 1 lump sum within 3 months after the date of this order (i.e. by 15 January 2026).
- 35. To preserve the parties' rights to rely on the commencement of studies in the United Kingdom in September 2025 by the child, [1st Child], as a material change in the circumstances, the parties have liberty to apply to vary the amount of maintenance payable from September 2025 onwards.

55 The Father appealed against my decision in MSS 2240/2023, and applied by FC/OSF 2/2025 for a stay of execution pending the outcome of the appeal. After hearing FC/OSF 2/2025 on 15 December 2025, I ordered that paragraph 34 of maintenance order MO 522/2025 be stayed pending the outcome of the appeal.

Phang Hsiao Chung  
District Judge

Mr Clement Yap Ying Jie, Ms Jasmine Chang Jia Min and Ms Laura Eng Sing Joo (Harry Elias Partnership LLP) for the applicant/wife;  
Ms Peggy Sarah Yee May Kuen, Ms Audrey Liaw Shu Juan and Mr Jerome Tan (PY Legal LLC) for the respondent/husband.

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