

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 27

FC/OAD 343/2024
FC/SUM 2662/2025
HCF/DCA 165/2025

Between

XZK

... *[Wife]*

And

XZL

... *[Husband]*

GROUND OF DECISION

Family Law - Consent orders - Variation

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**XZK
v
XZL**

[2026] SGFC 27

Family Court — FC/OAD 343/2024 (FC/SUM 2662/2025)
District Judge Phang Hsiao Chung
15 December 2025

28 February 2026

District Judge Phang Hsiao Chung:

Introduction

1 FC/OAD 343/2024 (“OAD 343”) began as an Originating Application for Simplified Divorce filed by a wife (the “Wife”) against her husband (the “Husband”) on the ground that their marriage has irretrievably broken down by reason that the Husband has behaved in such a way that the Wife cannot reasonably be expected to live with the Husband. The Husband consented to the Court dissolving the marriage on the reasons stated in the Originating Application, and thereby admitted to the particulars of unreasonable behaviour relied on by the Wife. The Husband also consented to all ancillary matters set out in the Draft Ancillary Reliefs Order (found at paragraph 8(b) of the Originating Application).

2 By an Interim Judgment dated 7 January 2025, the marriage was dissolved, and the Ancillary Orders were made by consent. Paragraph 2 of the Ancillary Orders in the Interim Judgment (the “Ancillary Orders”), which concerns a Housing and Development Board (“HDB”) flat acquired by the parties for use as their matrimonial home (the “Matrimonial Flat”), provided as follows:

2. Division of the matrimonial home

i. The [Husband] shall submit his appeal to the Housing and Development Board (“HDB”) for the matrimonial flat at [address redacted] (“Matrimonial Flat”) to be transferred to him prior to the completion of the Minimum Occupation Period (“MOP”).

ii. If the HDB allows the transfer before the completion of the MOP, then the [Wife’s] rights, title and interest in the Matrimonial Flat shall be transferred (other than by way of sale) to the [Husband], within six (6) months from the date of the Final Judgment (“Transfer”), upon the [Husband] making the full Central Provident Fund (“CPF”) refund including accrued interests to the [Wife] for monies utilised towards Matrimonial Flat, with no consideration.

iii. The costs and expenses of the Transfer shall be borne solely by the [Husband].

iv. Should the HDB not allow the Transfer, the Matrimonial Flat shall be surrendered to the HDB and the surrender value obtained therefrom (“Surrender Value”) shall be apportioned as follows:-

a. To make full payment of the outstanding housing loan to the bank or HDB (as applicable);

b. To pay the requisite CPF refunds in accordance with the applicable CPF laws to the Parties’ respective CPF accounts.

c. Any losses or associated costs payable for the surrender of the Matrimonial Flat shall be borne equally by the Parties.

v. This order is made subject to the Central Provident Fund Act 1953 (“CPF Act”) and the subsidiary legislation made thereunder in respect of the Member’s CPF moneys, property and investments. The CPF Board shall give effect to the terms of this order in accordance with

the provisions of the CPF Act and the subsidiary legislation made thereunder.

viii. The Registrar of the Family Justice Courts, Singapore, under Section 31 of the Family Justice Act 2014, is empowered to execute, sign or indorse all necessary documents relating to matters contained in this order on behalf of a party, should that party fail to do so within seven (7) days of the written request being made to that party.

3 The Final Judgment in OAD 343 was dated 10 April 2025. Therefore, paragraph 2 of the Ancillary Orders required the Husband: (a) to obtain the approval of the HDB for the Matrimonial Flat to be transferred to him before the end of the minimum occupation period;¹ and (b) to make a full refund of the Wife’s Central Provident Fund (“CPF”) monies (including accrued interest) used for the Matrimonial Flat, and arrange for the Wife’s rights, title and interest in the Matrimonial Flat to be transferred (other than by way of sale) to him, by 10 October 2025. It was implicit from paragraph 2 of the Ancillary Orders that the approval of the HDB was to be obtained before 10 October 2025.

4 On 6 November 2025, the Husband applied by FC/SUM 2662/2025 (“SUM 2662”) to vary paragraph 2(ii) of the Ancillary Orders in the Interim Judgment as follows:

ii. If the HDB allows the transfer before the completion of the MOP, then the [Wife’s] rights, title and interest in the Matrimonial Flat shall be transferred (other than by way of sale) to the [Husband], within ~~six (6)~~ twelve (12) months from the date of ~~the Final Judgment~~ this Order (“Transfer”), upon the [Husband] making the full Central Provident Fund (“CPF”) refund including accrued

¹ Under section 55(1) of the Housing and Development Act 1959 (2020 Rev Ed), except with the prior written consent of the HDB, an owner of a HDB flat must not, within the prescribed minimum occupation period, by contract, agreement or otherwise, sell or agree to sell his or her flat, or any estate or interest therein, to any other person, and under section 55(3) of that Act, any contract, agreement or other document made in contravention of section 55(1) of that Act is void.

interests to the [Wife] for monies utilised towards Matrimonial Flat, with no consideration.

5 To be clear, the Husband’s intention was for paragraph 2(ii) of the Ancillary Orders to be varied by replacing the period of 6 months starting from the date of the Final Judgment (10 April 2025) with a period of 12 months starting from the date of the order made in SUM 2662 (which was heard on 15 December 2025), and not a period of 12 months starting from the date of the Interim Judgment (7 January 2025). This is clear from paragraph 29 of the Husband’s affidavit filed on 6 November 2025 in support of SUM 2662 (the “Husband’s affidavit”), which sets out the Husband’s evidence in support of his application. If an order was made on 15 December 2025 to give effect to the Husband’s intention, the Husband would have until 15 December 2026: (a) to obtain the approval of the HDB for the Matrimonial Flat to be transferred to him before the end of the minimum occupation period; and (b) to make a full refund of the Wife’s CPF monies (including accrued interest) used for the Matrimonial Flat, and arrange for the Wife’s rights, title and interest in the Matrimonial Flat to be transferred (other than by way of sale) to him. Thus, the Husband was in substance seeking an extension of time of more than 14 months to obtain the HDB’s approval for the Matrimonial Flat to be transferred to him, to refund the Wife’s CPF monies (including accrued interest), and to arrange for the Wife’s rights, title and interest in the Matrimonial Flat to be transferred to him.

6 The Wife opposed the Husband’s application. Her evidence on the reasons for her opposition are set out in her affidavit in reply filed on 6 November 2025 (the “Wife’s affidavit”).

7 On 15 December 2025, after considering the parties’ evidence and submissions, I dismissed the Husband’s application and ordered the Husband to

pay the Wife costs fixed at \$1,000 (all-in). The Husband has appealed against my decision.

Background

8 The following background provides context for OAD 343 and the Wife's opposition to the Husband's application.

9 The parties' marriage was solemnised in Singapore on 21 May 2023. Both parties are Singapore citizens. They have no children.²

10 The Matrimonial Flat was purchased in the open market on 31 May 2023.³ Thus, the minimum occupation period for the Matrimonial Flat would only end 5 years later, on 31 May 2028.⁴ The parties lived together at the Matrimonial Flat until the Wife moved out some time in February 2024.⁵

11 The Husband, by consenting to the Court dissolving the marriage on the reasons stated in the Originating Application, admitted to the particulars of unreasonable behaviour provided by the Wife, including the following allegations:

² See paragraphs 3 to 5 of the Originating Application for OAD 343.

³ See the email dated 29 April 2025 from the HDB to the Husband set out at pages 26 and 27 of the Husband's affidavit.

⁴ Under Clause 3.1 of the Form in the Schedule to the Housing and Development (Agreements for Sale and Purchase) Rules (Cap. 129, R 11, 2004 Rev Ed), the minimum occupation period is determined by the HDB. According to the HDB's website at <https://www.hdb.gov.sg/cs/infoweb/residential/buying-a-flat/conditions-after-buying?anchor=mop> (as at 27 February 2026), the minimum occupation period for a standard flat is 5 years starting from the legal completion date of the flat purchase.

⁵ See paragraph 7(a)(1) of the Originating Application in OAD 343.

(a) From the start of the marriage, the Husband would inflict physical hurt on the Wife, and threaten her with physical violence, during arguments.⁶

(b) The Husband verbally abused the Wife.⁷

(c) The Husband would start fights almost daily, and these confrontations caused the Wife significant stress and mental anguish.⁸

(d) The Husband and his mother locked the Wife in a room in the mother's house for over 5 hours at a time, on multiple occasions, to punish the Wife for seeking help at the Institute of Mental Health, and ensure that she would not seek further help and treatment.⁹

12 On 5 July 2024, the Wife applied by FC/OSF 67/2024 to be allowed under section 94 of the Women's Charter 1961 (2020 Rev Ed) to file a Writ of Summons for the dissolution of the marriage notwithstanding that 3 years have not passed since the marriage was registered on 21 May 2023. The Husband did not object to the application. On 18 September 2024, the Wife was granted a consent order in terms of this application. The Wife subsequently commenced OAD 343 on 21 November 2024.

13 The total interval between the solemnisation of the parties' marriage (on 21 May 2023) and the Final Judgment dissolving the parties' marriage (on 10 April 2025) was less than 2 years. The actual period when the parties lived

⁶ See paragraph 7(a)(2) of the Originating Application in OAD 343.

⁷ See paragraph 7(a)(7) of the Originating Application in OAD 343.

⁸ See paragraph 7(a)(8) of the Originating Application in OAD 343.

⁹ See paragraph 7(a)(10) of the Originating Application in OAD 343.

together (from June 2023 to February 2024) was even shorter, and was punctuated by episodes of family violence committed against the Wife.

The Husband's evidence

14 The Husband's affidavit provided the following reasons for seeking the extension of time through the variation of paragraph 2(ii) of the Ancillary Orders in the Interim Judgment.

(a) On 6 November 2024, the Husband's employment was terminated, leaving him without income. Previously, he had a monthly salary of about \$13,000.¹⁰

(b) The Husband only managed to secure a new job on 7 July 2025. The Husband now earned \$4,000.¹¹

(c) The Husband had to manage the emotional and logistical aftermath of his father's death on 9 April 2025. He also witnessed the passing away of his sister on 7 June 2023, and his grandmother on 1 April 2024. The Husband's mental health and emotional well-being were deeply affected by these consecutive losses, the loss of his job, and the divorce.¹²

(d) The Husband had worked hard towards complying with the Interim Judgment, by applying for loans from the HDB, DBS Bank,

¹⁰ See paragraph 9 of the Husband's affidavit.

¹¹ See paragraph 10 of the Husband's affidavit.

¹² See paragraphs 11 and 12 of the Husband's affidavit.

OCBC Bank and Maybank to finance his takeover of the ownership of the Matrimonial Flat. However, all his loan applications were rejected.¹³

(i) When the Husband applied for a HDB loan on 29 April 2025, the application was rejected on 9 June 2025 on the basis that he was unemployed at the time of the application. When the Husband appealed, the HDB sent him a rejection email dated 4 August 2025 indicating that the HDB required him to be in employment for 3 months before he could apply for a HDB loan. As the Husband only began employment on 7 July 2025, he would only be eligible for a HDB loan on 7 October 2025.¹⁴

(ii) The Husband submitted on 14 July 2025 an application to DBS Bank for a loan, but this application was rejected.¹⁵

(iii) The Husband submitted on 23 June 2025 an application to OCBC Bank for a loan. On 6 July 2025, an officer of OCBC Bank messaged the Husband on WhatsApp to inform him that OCBC Bank rejected his application.¹⁶

(iv) The Husband submitted on 3 August 2025 an application to Maybank for a loan. On 5 August 2025, the Husband received an email from Maybank rejecting his loan application.¹⁷

(e) The prejudice to the Wife was minimal. She was asked to wait for just a few more months. Her rights to the Matrimonial Flat were

¹³ See paragraphs 15, 16 and 30 of the Husband's affidavit.

¹⁴ See paragraphs 17 to 19 of the Husband's affidavit.

¹⁵ See paragraphs 20 to 22 of the Husband's affidavit.

¹⁶ See paragraphs 23 and 24 of the Husband's affidavit.

¹⁷ See paragraphs 25 to 27 of the Husband's affidavit.

preserved, and she stood to gain more interest from the CPF refunds that the Husband was required to pay her.¹⁸

(f) The Husband did not expect to be let go from his previous job, and did not consider how the termination would affect his ability to take over the Matrimonial Flat. The Husband cannot be faulted for the delay, as the termination was beyond his control.¹⁹

(g) The Matrimonial Flat was of deep sentimental value and personal importance to the Husband. The Matrimonial Flat was where the Husband had always resided, and where the members of his family spent their last moments. The Husband would suffer hardship if his application was refused.²⁰

The Wife's evidence

15 The Wife's affidavit provided the following reasons for opposing the Husband's application in SUM 2662.

(a) The application was an attempt by the Husband to delay compliance with a clear and final Court order, and prolong the Wife's hardship by keeping her bound to him.²¹

(b) The Husband subjected the Wife to relentless physical, verbal and psychological abuse throughout the parties' short marriage. The application was a continuation of the Husband's pattern of coercive

¹⁸ See paragraph 33 of the Husband's affidavit.

¹⁹ See paragraph 34 of the Husband's affidavit.

²⁰ See paragraphs 31, 32 and 35(c) and (d) of the Husband's affidavit.

²¹ See paragraph 6 of the Wife's affidavit.

control, in that the Husband was attempting to exert power over the Wife through the legal process by keeping property division unresolved.²²

(c) The Interim Judgment anticipated that if the Matrimonial Flat was not transferred in 6 months, the next step was the surrender of the Matrimonial Flat.²³

(d) The Husband's loss of his job in November 2024 took place months before the date of the Interim Judgment on 7 January 2025, and did not constitute a material change in the circumstances.²⁴

(e) The deaths of the Husband's sister and grandmother on 7 June 2023 and 1 April 2024, respectively, took place several months before the Interim Judgment was granted. The death of the Husband's father on 9 April 2025 did not alter the Husband's legal obligations or excuse non-compliance. The Husband's emotional circumstances had no causal connection to his failure to comply with the HDB's administrative requirements.²⁵

(f) The Husband's financial difficulties (if any) were self-inflicted. It was inequitable to allow the Husband to rely on his own irresponsibility to delay the execution of a valid Court order that the Husband had consented to.²⁶

²² See paragraphs 8 and 13 to 48 of the Wife's affidavit.

²³ See paragraphs 51 and 69 of the Wife's affidavit.

²⁴ See paragraph 54 of the Wife's affidavit.

²⁵ See paragraphs 55 to 57 of the Wife's affidavit.

²⁶ See paragraph 58 of the Wife's affidavit.

(g) The Wife had compromised when she agreed to a period of 6 months for the transfer of the Matrimonial Flat. The Wife had initially offered a timeline of 3 months. On 22 October 2024, the Husband (through his solicitors) requested for the transfer “to be done within 6 months instead of 3, as there may be delays by the HDB in processing the transfer”. The Wife agreed to the Husband’s request for a timeframe of 6 months.²⁷

(h) Even though the Husband knew in October 2024 that he may have issues with the HDB on the transfer, he took no steps to find employment or apply for loans for months.²⁸

(i) The continued joint ownership of the Matrimonial Flat with the Husband caused the Wife severe prejudice.²⁹

(i) The Wife had remarried. However, she and her current husband could not purchase their own home in Singapore until the Matrimonial Flat was surrendered.³⁰

(ii) As the Wife remained registered as a co-owner of the Matrimonial Flat on the HDB records, she continued to face administrative and legal risks as co-owner for matters entirely under the Husband’s control. The extension of time sought by the Husband would force the Wife to remain tied to him financially and legally.³¹

²⁷ See paragraphs 59 to 61 of the Wife’s affidavit.

²⁸ See paragraphs 62 to 64 of the Wife’s affidavit.

²⁹ See paragraph 67 of the Wife’s affidavit.

³⁰ See paragraph 67(a) and (b) of the Wife’s affidavit.

³¹ See paragraph 67(a), (c) and (e) of the Wife’s affidavit.

(j) The continued joint ownership of the Matrimonial Flat with the Husband also caused the Wife anxiety. The process of transferring the Wife's rights, title and interest in the Matrimonial Flat, and the Husband's application by SUM 2662, were constant reminders of the trauma and violence that the Wife had endured. The extension of time sought by the Husband would force the Wife to remain tied to him emotionally, and had a detrimental effect on her mental and physical health.³²

16 The Husband's response to the Wife's affidavit is summarised in the written submissions filed by his solicitor for the hearing of SUM 2662.

(a) Paragraphs 7 to 48 of the Wife's affidavit were irrelevant, as they related to matters before the Interim Judgment and the Final Judgment.³³

(b) The Wife was living abroad in Serbia after she remarried. There was no evidence of any attempt by the Wife and her current husband attempted to obtain a home in Singapore.³⁴

(c) It was unreasonable for the Wife to contend that the Husband was causing the Wife distress merely by filing SUM 2662, when the Wife had already remarried and was living with her current husband in Serbia. There was no disruption to the Wife's present situation - she was stable in her current marriage and was living overseas.³⁵

³² See paragraphs 67(d) to (i) and 70 of the Wife's affidavit.

³³ See paragraphs 10 and 18 of the Husband's written submissions.

³⁴ See paragraphs 11, 17 and 18 of the Husband's written submissions.

³⁵ See paragraphs 13 and 18 of the Husband's affidavit.

(d) The extension of time sought by the Husband was not for an inordinate length of time. The Wife had already left the flat for about a year when the Interim Judgment was granted.³⁶

Decision on Husband's application

17 The parties do not dispute that the Court has power, under section 112(4) of the Women's Charter 1961, to vary paragraph 2 of the Ancillary Orders, even though it was made by consent.

18 The ambit of section 112(4) of the Women's Charter 1961 was explained in detail by the Court of Appeal in *AYM v AYL* [2012] SGCA 68; [2013] 1 SLR 924 ("*AYM v AYL*"), and is summarised in the following passage from *WRP v WRQ* [2023] SGHCF 12 at [4]:³⁷

The court has the power, pursuant to s 112(4) Women's Charter (Cap 353, 2009 Rev Ed) ("*Women's Charter*"), to vary orders, including consent orders relating to the division of matrimonial assets. This power is sparingly exercised because of the "fundamental importance of finality in the context of the division of matrimonial assets". The court may vary an order if it is "unworkable or has become unworkable" (*AYM v AYL* [2013] 1 SLR 924 ("*AYM v AYL*") at [22]-[23]). An order may become unworkable when circumstances have changed radically such that implementing the original order would "be to implement something which is radically different from what was originally intended". It is "very rare and very extreme" for such subsequent changes in circumstances to be radical enough to justify variation because "the nature of an order for the division of matrimonial assets demands that finality and certainty are of paramount importance" (*AYM v AYL* at [25]-[26]).

19 Generally, the Court would vary an order for the division of matrimonial assets only where the order is unworkable or has become (before it has been

³⁶ See paragraph 22(b) and (e) of the Husband's affidavit.

³⁷ The reasoning in this passage was not disturbed by the Appellate Division of the High Court in *WRQ v WRP* [2024] SGHC(A) 38; [2024] 2 SLR 767.

fully effected or implemented) unworkable.³⁸ An order becomes unworkable if it is a matter of practical impossibility to implement it.³⁹ An order may also become unworkable where new circumstances have emerged since the order was made, and those circumstances so radically change the situation that to implement the order as originally made would be to implement something that is radically different from what was originally intended.⁴⁰

20 This is not a case where an order relating to the division of matrimonial assets has become unworkable. Paragraph 2 of the Ancillary Orders (in its original form) remains capable of being implemented, as paragraph 2(iv) of the Ancillary Orders provides for the Matrimonial Flat to be surrendered to the HDB should the HDB not allow the transfer (other than by way of sale), within 6 months from the date of the Final Judgment, of the Wife's rights, title and interest in the Matrimonial Flat to the Husband. The matters cited by the Husband as changes in his circumstances do not cause the implementation of paragraph 2 of the Ancillary Orders (in its original form) to be something which is radically different from what was originally intended.

21 I also considered whether the Husband should nevertheless be granted an extension of time based on the principles applicable to an application for an extension of time to comply with a Court order.

22 In *Syed Mohamed Abdul Muthaliff and another v Arjan Bhisham Chotrani* [1999] SGCA 91; [1999] 1 SLR(R) 361, the Court of Appeal observed (at [15]) that in deciding whether to grant an extension of time, all the

³⁸ See *AYM v AYL* at [23].

³⁹ See *AYM v AYL* at [25].

⁴⁰ See *AYM v AYK* at [25].

circumstances of the case must be taken into account, including whether or not there has been prejudice to the other party, the nature of the relief sought by the party in default, and whether or not the penalty for the default is proportionate to the default in question.

23 In making my decision, I took into account the following circumstances of the case.

(a) The Husband's loss of employment on 6 November 2024, and his potential difficulty in obtaining financing for the transfer (other than by way of sale) of the Wife's rights, title and interest in the Matrimonial Flat to the Husband, were matters known to the Husband before the Ancillary Orders were made on 7 January 2025.

(b) The Ancillary Orders were made by consent, and the period of "six (6) months from the date of the Final Judgment" mentioned in paragraph 2(ii) of the Ancillary Orders was arrived at by the parties after balancing their competing interests.

(c) There was real prejudice to the Wife if the extension of time sought by the Husband was granted.

(i) Although the Wife had remarried, she and her current husband could not purchase a home in Singapore until the Matrimonial Flat was surrendered.

(ii) As the Wife remained registered as a co-owner of the Matrimonial Flat on the HDB records, she continued to be potentially responsible as co-owner for matters concerning the Matrimonial Flat that were within the Husband's control.

- (d) Any prejudice suffered by the Husband, if the Court refused the extension of time, had to be balanced against the prejudice to the Wife, if the extension of time was granted.

24 Even if the variation sought by the Husband was granted, it was unclear whether the transfer (other than by way of sale) of the Wife's rights, title and interest in the Matrimonial Flat to the Husband could in fact take place in 2026 as planned by the Husband.

- (a) The minimum occupation period for the Matrimonial Flat would only end on 31 May 2028, and it was unclear whether the HDB would in fact allow the transfer to take place before that date.

- (b) Although paragraph 2(i) of the Ancillary Orders required the Husband to submit an appeal to the HDB for the Matrimonial Flat to be transferred to him prior to the completion of the minimum occupation period, there was no unequivocal evidence that the Husband had in fact submitted any such appeal to the HDB.

- (i) The email dated 29 April 2025 from the HDB to the Husband (exhibited at pages 26 and 27 of the Husband's affidavit) was in response to the Husband's "enquiry regarding the retention of [the Matrimonial Flat] following [the Husband's] divorce", and merely stated that the Husband "may be eligible to retain [the Matrimonial Flat]".

- (ii) The email dated 9 June 2025 from the HDB to the Husband (exhibited at page 28 of the Husband's affidavit) was in response to the Husband's application for a HDB loan to take over the Matrimonial Flat.

(iii) The email dated 4 August 2025 from the HDB to the Husband (exhibited at pages 30 and 31 of the Husband's affidavit) was in response to the Husband's "HDB Loan Eligibility (HLE) letter application to take over [the Matrimonial Flat]".

(iv) None of the emails from the HDB to the Husband contained any suggestion that the Husband had expressly broached with the HDB the possibility of a transfer (other than by way of sale) of the Wife's rights, title and interest in the Matrimonial Flat to the Husband before the end of the minimum occupation period for the Matrimonial Flat.

25 All things considered, I declined to grant the variation sought by the Husband. Consequently, I dismissed the Husband's application.

Decision on costs

26 After hearing the parties' submissions on costs, I ordered the Husband to pay the Wife the costs of the Husband's application fixed at \$1,000 (all-in).

(a) This was a case where costs should follow the event. As the Wife would be prejudiced by the Husband's application, she had a legitimate interest in opposing the application.

(b) In deciding on the quantum of costs to be awarded, I had regard to all relevant circumstances set out in Part 22, Rule 2 of the Family Justice (General) Rules 2024 (G.N. No. S 720/2024), including the nature and complexity of the matter, the time spent on the matter, and the fact that each party filed only one affidavit. I also noted that the

Wife's affidavit largely rehashed matters that had been raised previously in OAD 343 and in the supporting affidavit for FC/OSF 67/2024.

Phang Hsiao Chung
District Judge

Ms Kulvinder Kaur (I.R.B Law LLP) for the applicant/wife;
Mr Mohammed Lutfi Hussin (Adel Law LLC) for the
respondent/husband.
