IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 33

MSS No. 1832 of 2025

Between

XZY

And

XZZ

FC/OADV of 836 OF 2025

Between

XZZ

And

XZY

JUDGEMENT:

APPLICATIONS RELATING TO CHILD MAINTENANCE[1]

Family Law *– Maintenance – Child maintenance – Variation of maintenance – Material change in circumstances – Factors that can affect the credibility of a defaulting parent's claim that he is unable to pay existing maintenance*

Family Law *– Maintenance – Child maintenance – Variation and enforcement of maintenance – Defaulting parent's duty to provide full and frank financial disclosure – Adverse inference drawn against defaulting parent*

Family Law *– Maintenance – Child maintenance – Enforcement of maintenance – Approach to assessing defaulting parent's capacity to pay maintenance arrears by instalments where he has failed to provide full and frank financial disclosure*

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[1] This judgement was re-issued on 19.03.26 to correct typographical errors.

Version No 1: 21 May 2026 (12:37 hrs)

TABLE OF CONTENTS

INTRODUCTION **1**

BACKGROUND **2**

THE CONSENT ORDER 2

THE MOTHER'S APPLICATION – MSS 1832/2025 3

THE FATHER'S APPLICATION – FC/OADV 836/2025 4

PRELIMINARY ISSUE – SCOPE OF THE HEARING **4**

PARTIES' POSITION 4

MY DECISION 5

APPLICABLE PRINCIPLES **7**

ENFORCEMENT OF CHILD MAINTENANCE 7

VARIATION OF CHILD MAINTENANCE 7

FATHER'S REASONS FOR DEFAULTING ON CHILD MAINTENANCE AND SEEKING VARIATION **9**

MY FINDINGS **10**

THE EVENTS RELIED ON ARE DATED 10

TWO EVENTS PREVIOUSLY ASSESSED NOT TO HAVE AFFECTED THE FATHER'S ABILITY TO PAY 11

FAILURE TO PROVIDE FULL AND FRANK DISCLOSURE 11

THE FATHER HAS ACCESS TO FUNDS 15

MAINTENANCE USED AS LEVERAGE 17

SUMMING UP 17

ORDERS MADE **18**

VARIATION APPLICATION 18

Version No 1: 21 May 2026 (12:37 hrs)

ENFORCEMENT APPLICATION 18

SHOW-PAYMENT ORDERS 22

CONCLUSION 22

Version No 1: 21 May 2026 (12:37 hrs)

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XZY
v
XZZ

And another application

[2026] SGFC 33

Family Court – MSS No. 1832 of 2025; FC/OADV 836 of 2025

District Judge Kow Keng Siong
5 and 18 March 2026

18 March 2026

District Judge Kow Keng Siong:

Introduction

1 These proceedings involve cross-applications arising from the Father's failure to comply with a child maintenance order. The Mother seeks the payment of substantial maintenance arrears that have accumulated over the years. The Father, on the other hand, seeks a reduction in the maintenance payable – contending that he can no longer afford to comply with his maintenance obligation.

2 The central issue in this case is whether the Father has proved that there has been a material change in circumstances that renders his existing maintenance obligation unsustainable, and if not, how the maintenance arrears ought to be enforced.

3 After considering the evidence, I find that the Father has *not* demonstrated that his financial circumstances have changed in a manner that justifies reducing the maintenance payable. On the contrary, he has failed to make full and frank disclosure of his financial means.

4 Where a parent who defaults on maintenance ("**defaulter**") breaches his financial disclosure obligation, the law permits a court to draw adverse inferences and to order that the arrears be paid in full. In such circumstances, how should a court order the payment of the arrears when the very information needed to assess the defaulter's capacity to pay has been concealed? Can the defaulter exploit the uncertainty that he has created to constrain how the arrears are to be enforced?

5 Before answering these issues, let me provide further case details.

Background

The consent order

6 In 2019, the parties entered a consent order upon their divorce. Under the order, the Mother was granted care and control of the parties' son. The Father agreed to make the following payments every month.

Version No 1: 21 May 2026 (12:37 hrs)

Clause	Nature of payment	Amount
Payments relating to the son		
3(f)(b)	Maintenance of their son	$3,300
3(f)(c)	Son's "medical expenses (not covered by insurance), dental expenses, medical and hospitalisation insurance premiums, computers, mobile phones, musical instruments and sports equipment, and any big-ticket expenses that are agreed between the parties	Half of the relevant amounts
Payments relating to the parties' cats		
3(h)(a)	Upkeep of the cats	$300
	Costs of the veterinarian visits	Half of the relevant costs

7 From around 2021, the Father began defaulting on his maintenance obligations. The Mother successfully applied to enforce payment of the arrears on two occasions – in 2021 and 2024.

The Mother's application – MSS 1832/2025

8 In November 2024, i.e., about two months after the second enforcement order, the Father defaulted again.

9 In August 2025, the Mother commenced maintenance enforcement proceedings for the third time. At the time of this decision, the arrears stood as follows.

Version No 1: 21 May 2026 (12:37 hrs)

	Nature of arrears	Amount
(a)	Arrears relating to son's maintenance[2]	$52,652.45
(b)	Arrears relating to the cats' upkeep	$11,131.20
	Total	**$63,783.65**

The Father's application – FC/OADV 836/2025

10 In December 2025, the Father filed an application seeking (a) to reduce the son's maintenance from $3,300 per month to $800 per month,[3] (b) to cease paying for the cats' maintenance,[4] and (c) to vary the terms of child access. He also sought to pay the maintenance arrears at $500 per month.[5]

Preliminary issue – Scope of the hearing

Parties' position

11 Before addressing the merits of the enforcement and variation applications, I deal with a preliminary issue.

(a) The Father submits that this hearing should determine the matters raised in *both* the enforcement and variation applications.

(b) The Mother, on the other hand, contends that the present hearing should deal only with her enforcement application.

My decision

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2 These arrears are payable under clauses 3(f)(b) and 3(f)(c) of the Consent Order.

3 FC/OADV application at prayer 1.

4 FC/OADV application at prayer 2.

5 FC/OADV application at prayer 3.

Version No 1: 21 May 2026 (12:37 hrs)

12 After considering the matter, I decided that the present hearing should address only the applications relating to the enforcement and variation of child maintenance. These are my reasons.

The child maintenance issues should be heard together

13 These child-related applications concern substantially overlapping facts. Specifically, they require a court to consider (a) the Father's financial circumstances, (b) the needs of the child, and (c) the reasons for the default in maintenance. Hearing these applications together promotes efficiency and reduces the risk of inconsistent outcomes.

The other matters should be heard separately

14 On the other hand, the other matters in FC/OADV 836/2025 – concerning the cats' maintenance and child access – raise different issues and are governed by different considerations. Hearing these matters together with the child maintenance applications (as requested by the Father) will divert attention from the narrower financial questions that arise in the latter applications and delay the resolution of the latter applications.

Version No 1: 21 May 2026 (12:37 hrs)

Enforcement of the cats' maintenance

15 Further, I note that the Mother has applied to enforce the payment of the cats' maintenance under s 80 of the Women's Charter ("**Charter**").[6] This provision applies to the enforcement of a "maintenance order". In the context of a divorce, a "maintenance order" means "an order for the payment of monthly or periodical sums or a lump sum by way of maintenance or alimony to a *wife* or *former wife* or an *incapacitated husband* or *incapacitated former husband*, or by way of maintenance for the benefit of any *child*" (emphasis added). Clearly, payments for the maintenance of the cats do not fall within the statutory definition of a "maintenance order". Such payments ought instead to have been enforced under Part 23 of the Family Justice (General) Rules 2023 ("**Rules**"). No such application was filed by the Mother.

The other matters have already fixed for mediation

16 Finally, the cats' maintenance and child access issues have already been fixed for mediation on 30 March 2026. I see no good reason to abandon this therapeutic intervention to resolve these matters, together with the Mother's intended application to enforce the cats' maintenance, if appropriate.

17 For the above reasons, I decided that it is appropriate to deal with only the child maintenance applications in the present hearing. In my view, this decision accords with P 1, r 4 and r 5 of the Rules, which require courts to conduct proceedings in a fair and efficient manner – and importantly, to always place the child's welfare as the paramount consideration. For clarity, I make *no*

[6] See the Mother's enforcement application dated 15.08.25.

Version No 1: 21 May 2026 (12:37 hrs)

determination on the applications relating to the cats' maintenance and child access.

Applicable principles

Enforcement of child maintenance

18 Turning to the Mother's application to enforce child maintenance, the Father does not dispute (a) that he has defaulted on the maintenance and (b) the arrears amount.

19 In the circumstances, the evidential burden shifts to the Father to explain why he has defaulted. He needs to provide "good reasons that are established at law or founded in equity, buttressed by sufficient and cogent evidence, as to why he or she should be excused from the default in maintenance": *XTG v XTH* [2025] SGFC 112 at [21] to [37]. In the absence of good reasons, the Father will have to pay the arrears.

20 If good reasons are shown and the "prescribed circumstances" exist, a court may "vary, suspend, discharge, rescind, set aside or revoke" the maintenance order: s 81(1)(b) of the Charter. The "prescribed circumstances" – which are set out in P 3, r 22K of the Rules – include allowing the Mother the right of response before a decision is made on whether to vary, suspend, discharge, rescind, set aside or revoke the order: P 3, r 22K(3).

Variation of child maintenance

21 As for the Father's application to vary his child maintenance obligation, I note that this obligation arises from an order entered on his divorce. In the circumstances, the Father must satisfy the requirement in s 118 of the Charter

Version No 1: 21 May 2026 (12:37 hrs)

for his application to succeed.[7] This provision stipulates that a court may at any time vary any subsisting order for maintenance where there has been "any material change in the circumstances".

22 To satisfy the "material change" requirement, an applicant must show that the change is of a nature that makes it *necessary* to vary the order: *BZD v BZE* [2020] SGCA 1 at [10] and [14]. In assessing whether the necessity requirement is met, the following bears highlighting.

(a) A court will consider whether it is fair to allow the variation. In making this consideration, the court will assess the potential hardship to the applicant (if the variation application is denied) and the potential hardship to the child and the respondent (if the application is allowed): *XOQ v XOR* [2025] SGFC 74 ("***XOQ***") at [7].

(b) Factors that are relevant to this assessment include whether the applicant has shown that (1) the loss of employment is sudden/unexpected, (2) the loss of employment is not self-induced, (3) he/she is unable to pay the child maintenance, and (4) it would be fair for the respondent to cover the shortfall in maintenance? (For further discussion, see *XOQ* at [8].)

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7 Child maintenance orders in divorce cases are made under Part 10 of the Charter. If the maintenance is ordered pursuant to an application made *under s 69* of the Charter, then s 72 of the Charter is the applicable provision for variation. Just like s 118, s 72 requires "proof of a change in the circumstances" before variation is allowed.

Version No 1: 21 May 2026 (12:37 hrs)

Father's reasons for defaulting on child maintenance and seeking variation

23 The Father relies on two events to show that he can no longer comply with his maintenance obligation.

24 *First*, he was disbarred in July 2020 and could thus no longer practise as a lawyer.

25 *Second*, his company (TH), which handled corporate and consultancy work and provided him with income after his disbarment, was wound up in December 2023. According to the Father, TH's closure left him without a regular income and he now needs to undertake work on a project basis.[8] To support this claim, the Father refers to the following.

(a) ***IRAS and CPF records***. According to IRAS, 2024 was his latest year of assessment. For that year, his income was stated to be "0". In August 2024, IRAS imposed a penalty (total: $33,352.22) on him for outstanding taxes.[9] IRAS did not provide any result for 2025. There is no employment-related contribution into his CPF accounts.

(b) ***Unpaid salary***. In December 2025, the Father made a claim against TH for his salary ($180,000) for the period between 1 February 2023 to 28 December 2023.[10]

(c) ***Bank account balances***. According to three local banks, the Father has no account/deposit with them.[11] He has a bank account with

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8 Father's affidavit dated 03.12.25 at [6] to [14].

9 The Father's affidavit dated 24.12.25 at [13] and page 135.

10 The Father's affidavit dated 24.12.25 at page 35.

11 These are DBS, UOB and OCBC: MEO's report at pages 16 and 17, and Annex M.

Version No 1: 21 May 2026 (12:37 hrs)

GXS. That account had negligible balances each month between April 2025 to October 2025.[12]

My findings

26 I am not persuaded that the Father is unable to fulfil his maintenance obligation. This position is based on five principal findings.

The events relied on are dated

27 *First*, the relevant events had occurred long before his variation application was filed in December 2025. If these events had genuinely affected his ability to pay child maintenance, one would reasonably expect him to seek a variation promptly. He did not do so. Instead, he had allowed the arrears to accumulate over the years.

28 The Father did not provide any explanation to account for his delay. For instance, he did not explain why he had waited for *two years* after TH had wounded up before filing his variation application.

29 Further, I note that the variation application was filed *about four months after* the Mother's enforcement application. This suggests that the Father had filed his application in response to the Mother's application – and not due to a genuine desire to ensure that he can fulfil his maintenance obligation within his means.

30 These factors – i.e., the long and unexplained delay, as well as the timing of the variation application – significantly undermine the credibility of the

[12] The Father's affidavit dated 24.12.25 at pages 61 to 132.

Version No 1: 21 May 2026 (12:37 hrs)

Father's claim that his disbarment and TH's winding up were material changes in his circumstances that had rendered him unable to comply with his maintenance obligation.

Two events previously assessed not to have affected Father's ability to pay

31 *Second*, both the Father's disbarment and TH's winding up were known to the courts in earlier enforcement proceedings. In February 2021 (i.e., *about six months after the disbarment*), the Mother had applied to enforce the maintenance payment: **MSS 285/2021**. In April 2024 (i.e., *about four months after TH's winding up*), the Mother had again applied for the Father to pay the maintenance arrears: **MSS 886/2024**. On both occasions, the courts had ordered that he was to comply with his maintenance obligation under the consent order. This suggests that he had previously been assessed to be able to pay maintenance despite the two events.

Failure to provide full and frank disclosure

32 *Third*, a parent who claims to be unable to comply with his or her maintenance obligation because of financial hardship must provide full and frank disclosure of his or her financial circumstances. This includes disclosing the parent's income and assets – both local and overseas.

(a) This well settled principle of disclosure is enshrined in the Rules and Family Justice Courts Practice Directions 2024.

(i) A parent responding to a maintenance enforcement application, or applying to vary his or her maintenance obligation, is required to complete Form 28F and Form 56B respectively: P 1, cl 7(1) of the Family Justice Courts Practice

Version No 1: 21 May 2026 (12:37 hrs)

Directions 2024 read with Appendix A. These forms oblige the parent to disclose various information and documents in his affidavit, including his or her job details, income, payslips or similar documents to show evidence of income for the past six months, and personal expenses.

(ii) Further, the parent must disclose all the information and documents stipulated in Form 28F and Form 56B: P 9, r 3(1)(b) and r 3(3) of the Rules. If he or she is unable or refuses to disclose the relevant information and/or documents, then the reason(s) for non-disclosure must be provided: (P 9, r 3(4) of the Rules.

(b) It bears noting that a parent's disclosure obligation remains unchanged by the fact that a maintenance enforcement officer ("**MEO**") – an officer tasked with ascertain the facts and circumstances in an enforcement application[13] – has the power to call for financial information from certain parties under s 86 of the Charter. This is because the full extent of the parent's financial means would lie within his own knowledge and control: s 108 of the Evidence Act 1893 ("**Evidence Act**"); *UZN v UZM* [2021] 1 SLR 426 at [60].

33 In this case, there are reasons to believe that (1) the Father has breached his disclosure obligation and (2) the financial information in [25] above does not fully reflect his financial position. Let me explain.

(a) During this hearing, the Father did not provide his recent monthly expenses. Instead, he had relied on a monthly expense form that he had filed it *in 2024* pursuant to the Mother's second enforcement

[13] See s 84 of the Charter.

Version No 1: 21 May 2026 (12:37 hrs)

application.[14] According to this form, he had no income – despite having $11,219.95 in monthly personal expenses.

(b) Despite requests from the MEO, the Father did not provide any information regarding his assets, income, bank accounts, and expenses.[15]

(c) The MEO wrote to three local banks to ascertain whether the Father had accounts with them. It is unclear whether apart from these banks, as well as the GXS bank account which he disclosed belatedly, he has any other bank account – either local or overseas.

(d) Official searches revealed that the Father is/was involved in 16 local companies.[16] During cross-examination however, he disclosed that he is/was in fact involved in close to *50 companies*.

(e) The Father had informed the MEO that he was engaged in a mergers and acquisitions project from which he expected to be paid in approximately June 2026.[17] He did not voluntarily disclose his income from that engagement. Again, it was only during cross-examination that the Father revealed more information – that (i) he was/is involved in around 200 projects, and (ii) 10 of these projects were either waiting to commence or for funding at the material time. Even then, he did not voluntarily disclose any details about these projects.

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14 The Father's affidavit dated 03.03.26 at page 11.

15 See the MEO's report dated 08.12.25, for instance, at pages 6 to 8, 14 to 18, and 38 to 41.

16 MEO's report at pages 18 to 33.

17 MEO's report at page 39.

Version No 1: 21 May 2026 (12:37 hrs)

(f) When cross-examined on his persistent failure to provide a complete picture of his financial position, the Father repeatedly claimed that he had intended to do so in his variation application. This is clearly untrue. Despite having filed two affidavits (one of which was just two days before the hearing),[18] he did not provide any supporting document regarding his income, projects, and expenses. These affidavits merely contained bare assertions with little or no details.

34 In my judgment, the Father's pattern of non-disclosure is not inadvertent. It reflects a selective and incomplete presentation of his financial circumstances. He alone possesses the evidence necessary to demonstrate his true financial position and thus has the burden to prove it.

35 The Father's persistent failure to make full and frank disclosure of his financial means – which is so material to an assessment of his claim that he is unable to pay child maintenance – leaves me to draw two obvious inferences. *One*, he has no evidence to prove that he cannot comply with his maintenance obligation. *Two*, his undisclosed financial position would in fact prove otherwise: 87 of the Charter; P 9, r 16(1)(h) of the Rules; s 116, illustration (g) of the Evidence Act.

36 The fact that such adverse inferences are drawn should come as no surprise for the Father. *One*, he will be familiar with the concept of burden of proof – given that he had been a practicing lawyer. *Two*, similar adverse inferences had been drawn against him in an earlier maintenance enforcement proceeding: see [37(a)] below.

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[18] The two affidavits are dated 24.12.25 and 03.03.26.

Version No 1: 21 May 2026 (12:37 hrs)

The Father has access to funds

37 *Fourth*, the evidence shows that the Father's financial position is in fact significantly stronger than what he has claimed. The following evidence shows that he has access to financial resources despite the two events in [24] and [25].

(a) *One*, in MSS 886/2024, the court found in October 2024 that he had large deposits into his bank accounts every month, as well as assets and accounts which he had failed to disclose. Additionally, the court found that he had failed to prove that he had no means – despite knowing the importance of filing the relevant documentary evidence and the opportunity to do so.

(b) *Two*, after MSS 886/2024, the Father continues to undertake overseas project-based work. He travels regularly for this purpose (about 90% of his clients are based overseas). He does not dispute the Mother's assertion that he had travelled overseas on more than 10 occasions in 2025 and on three occasions (to date) in 2026.[19]

(c) *Three,* the Father owns a HDB flat that generates $3,400 in monthly rental income. He can use this income to pay child maintenance ($3,300 per month). Instead, he claims to have allowed his mother to keep the money – out of "moral obligation" because she had provided the funds to purchase the flat. I find this claim to be suspicious and puzzling.

(i) The Father did not produce any evidence to support his bare claim.

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19 The Mother's Affidavit in Reply dated 11.02.26 at [20] and [21].

Version No 1: 21 May 2026 (12:37 hrs)

(ii) There is nothing to stop the Father from using the rental income to pay for child maintenance. It is not his case that his mother had insisted on keeping the income or needed it. In fact, his mother appears to be a person with substantial financial means – as evidenced by the fact that she could afford (1) to pay $630,000 in cash to buy the flat, (2) to support her grand-daughter financially through a local university education, and (3) to remodel her house to accommodate the son if the Father has care and control of the child. Further, the Father's family owns several properties.

(iii) It bears highlighting that the Father has both a "moral obligation" and a *legal* obligation to maintain the son. Unlike his mother, the Father's default in maintenance payments has real implications for the child. According to the Mother, because of the maintenance default, the son's ability to attend tuition lessons in preparation for his PSLE next year has been affected.

(d) *Four*, the Father has requested to pay (i) $500 per month towards settling the maintenance arrears and (ii) $800 per month in future child maintenance. These come to $1,300 per month. Given his own evidence that he receives about $2,000 per month from his mother and that this amount is barely enough to meet his "basic needs",[20] the sum of $1,300 per month must have come from other sources which he has access to and has failed to disclose.

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[20] The Father's affidavit dated 12.12.25 at [39].

Version No 1: 21 May 2026 (12:37 hrs)

Maintenance used as leverage

38 *Finally*, the Father was asked during cross-examination how the son would be supported financially if the Mother were no longer able to do so. He replied casually that he could maintain the child with the help of his family if he were granted care and control.

39 The Father's answer suggests two things.

(a) *One*, that the availability of financial resources to maintain the son depends on whether he has care and control of the child. This is difficult to reconcile with his claim that he cannot afford to pay maintenance. If financial support can in fact be mobilised through the Father's family, then the difficulty does not lie in the existence of his resources but in the circumstances in which he is willing to deploy them.

(b) *Two,* that the Father is using maintenance as a bargaining chip – something to be withheld unless he has care and control of the son. Such a mindset is reprehensible. The Father has a legal duty to maintain the child – the provision of maintenance cannot be exploited as a leverage.

Summing up

40 In summary, I find the Father's claim that he is unable to pay child maintenance lacks credibility. He relies on events that had happened long before his variation application. Those same events had already been considered in earlier enforcement proceedings, and the courts had directed him to continue paying the maintenance as ordered. In the present proceedings, the Father has breached his obligation to make a full and frank disclosure of his financial

Version No 1: 21 May 2026 (12:37 hrs)

position. This breach attracts an inference that he has undisclosed assets. This inference is reinforced by the objective/undisputed evidence.

41 When the above matters are taken together, they lead to the conclusion that the Father has chosen not to pay child maintenance and appears to be using maintenance as a leverage to secure the care and control of the son from the Mother.

Orders made

Variation application

42 For the above reasons, the Father's application to reduce the child maintenance is dismissed.

Enforcement application

43 The Mother's enforcement application is allowed. The Father shall pay the arrears of $52,652.45.

Issue – How should the arrears be paid?

44 This brings me to the issue of how the arrears ought to be paid.

45 Under s 81(2)(b) of the Charter, a court has the power to order that maintenance arrears be paid either in a lump sum or by instalments. Ordinarily, the mode of payment would be determined based on the defaulter's financial circumstances.

46 In this case however, the Father has chosen not to provide a reliable account of his financial means. I reject his claim that he can pay only $500 per

Version No 1: 21 May 2026 (12:37 hrs)

month towards the maintenance arrears. The court cannot be expected to accept the incomplete and self-serving narrative that he has presented of his means to determine how the arrears ought to be paid. A contrary view will render the recovery of maintenance arrears vulnerable to manipulation. Such an outcome is unfair and thus cannot be allowed.

Pragmatic and robust approach

47 That said, in the absence of clear evidence of the Father's income, how is a court to determine the manner in which the arrears are to be paid?

48 In my view, once a court is satisfied that there has been a deliberate breach of the disclosure obligation and that assets or income are likely to have been concealed, then it is entitled to determine the mode of payment pragmatically and robustly. This includes making reasonable inferences regarding the defaulter's *financial capacity* to pay the arrears. In line with case law on the division of matrimonial assets, a court should avoid engaging in unnecessary speculation by ascribing a *specific* value to the defaulter's income: see e.g., *NK v NL* [2007] 3 SLR(R) 743 at [59] and [61]; *BPC v BPB* [2019] 2 SLR 608 at [66] and [67].

49 Factors that can be relevant in inferring the defaulter's financial capacity to pay the arrears include his or her (a) professional background, (b) business interests, (c) economic activity, (d) lifestyle, (e) travel patterns, and (f) expenses.

Applying the approach in this case

50 Applying the above approach, I note the following.

Version No 1: 21 May 2026 (12:37 hrs)

(a) The Father ought to have a high earning potential. He is a lawyer by training and has been engaged in corporate and consultancy work, including mergers and acquisitions.

(b) The Father appears to have significant income based on the following.

(i) He is/was involved in close to 50 companies (in total) and around 200 projects (in total). He travels regularly for his projects – more than 10 occasions in 2025 and three occasions as of 5 March 2026. There will be payment coming in around June 2026 for a mergers and acquisitions project. Ten other projects are currently waiting to commence/funding.

(ii) The Father has rental income of $3,400 per month. (This amount can be used to pay the existing child maintenance of $3,300 per month.)

(iii) The Father has proposed to pay $1,300 per month to cover both the maintenance arrears and the future child maintenance. The source for this amount would not have come from the rental income of $3,300 per month since, according to him, that income is to be paid to his mother.

(c) If needed, the Father can have access to funds from other sources, including his mother.

(d) The Father's expenses are relatively low. During the hearing, he stated that they come to more than $2,000 per month. This is a significant reduction from $11,219.95 which he had reported in 2024.

Version No 1: 21 May 2026 (12:37 hrs)

51 Given the above, I infer that the Father will have the financial capacity to pay $8,000 per month towards discharging the maintenance arrears.

Mode of payment

52 Accordingly, I order that the child maintenance arrears shall be paid as follows.

(a) *One*, the arrears shall be paid by **seven monthly instalments**.

(i) I have decided not to order the Father to pay the arrears in one lump sum. This is despite my finding that he had failed to make a full and frank disclosure of his means. My decision to order the arrears to be paid by instalment is borne out of a desire to avoid causing sudden financial stress to the Father. After all, $52,652.45 is a huge sum of monies by any standard.

(ii) In fixing the instalment period, I note that these arrears had accumulated since 2021 and the Father has failed to settle them despite two previous enforcement proceedings. In these circumstances, a relatively prompt schedule is necessary to ensure that the payment of the arrears is not further delayed.

(b) *Two*, the payments shall be fixed at **$4,652.45** (first instalment) and **$8,000 per month** (for the subsequent five instalments).

(c) *Three*, the instalment payments shall be paid on or before the last day of each month – commencing from 31 March 2026.

53 In my judgement, the above orders achieve a balance between two considerations. *One*, to clear the arrears in a reasonably quick time so as to meet

Version No 1: 21 May 2026 (12:37 hrs)

the child's needs which may have been largely unmet due to the lack of financial support from the Father. *Two*, to give him reasonable time to gather his resources (which I have found that he possesses) to pay the arrears without crippling any financial commitments that he may have chosen to take during the next few months.

Show-payment orders

54 To ensure that the Father complies with the above orders and his maintenance obligation, I further give the following directions.

(a) There shall be **seven monthly mentions** for the Father to show that he has paid (i) the instalments for the maintenance arrears and (ii) child maintenance currently payable.

(b) The **first show-payment mention** shall be on 6 April 2026.

(c) In default of making the instalment payment, he shall serve (i) **four days' imprisonment** for the first instalment ($4,652.45) and (ii) **eight days' imprisonment** for each of the subsequent instalments ($8,000).

(d) In default of making any payment of the current child maintenance, he shall serve **three days' imprisonment**.

Conclusion

55 Before concluding, I wish to emphasise a few points.

56 Maintenance orders must be obeyed. Parents cannot choose to comply with them only when it is convenient to do so. When a parent withholds

Version No 1: 21 May 2026 (12:37 hrs)

maintenance, two persons suffers – the care-parent and the child. On top of having to raise the child as a single parent, the care-parent will now face the additional challenge and stress of having to cover the financial shortfall caused by the other parent. If the care-parent is unable to cover the shortfall, this will directly affect the child's welfare.

57 Accordingly, courts take a serious view when maintenance orders and show-payment orders are breached. Parents who deliberately withhold maintenance payments can expect the court to respond firmly – including through custodial sanctions, where necessary – to secure compliance with its orders: *WOC v WOD* [2025] SGFC 72 at [27] and [28].

58 That said, the law is sympathetic to genuine financial hardship. A parent who truly lacks the means to comply with a maintenance order may apply to vary it. The application ought to be made promptly, accompanied by a full and frank disclosure of the parent's income, assets and liabilities, and supported with the relevant evidence.

59 There are real consequences to breaching the disclosure obligation. *One*, a court is more likely to find that the defaulter has failed to prove his or her inability to pay maintenance. *Two*, the court may infer that the defaulter has hidden resources and has deliberately withheld maintenance payments. *Three*, the maintenance enforcement application may be allowed, and the maintenance variation application may be dismissed. *Finally*, the defaulter would be depriving himself or herself of the opportunity to show the extent to which he can pay the arrears.

Version No 1: 21 May 2026 (12:37 hrs)

Kow Keng Siong
District Judge

Mother and Father appeared in person.

Version No 1: 21 May 2026 (12:37 hrs)