(1) This judgment DOES/~~DOES NOT~~ need redaction.

(2) Redaction HAS/~~HAS NOT~~ been done.

Phang Hsiao Chung
District Judge
6 January 2026

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 4

FC/D 5600/2022
FC/SUM 1649/2024
FC/SUM 3721/2024

Between

XXM

… *Plaintiff*

And

XXN

… *Defendant*

GROUNDS OF DECISION

Family law - Divorce - Setting aside of order on ancillary matters and final judgment - Variation of order on ancillary matters

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XXM
v
XXN

[2026] SGFC 4

Family Court — D 5600 of 2022 (FC/SUM 1649/2024 and FC/SUM 3721/2024)
District Judge Phang Hsiao Chung
22 April 2025

22 July 2025

District Judge Phang Hsiao Chung:

Introduction

1 The marriage between the plaintiff/wife (the "Wife") and the defendant/husband (the "Husband") was dissolved by an interim judgment granted on 17 January 2023. The ancillary matters were heard on 5 July 2023. The Husband, who was then unrepresented, was absent from the ancillary matters hearing. By an Order of Court dated 24 July 2023 (the "Ancillary Matters Order"), the following orders were made:

> 1. The Plaintiff shall have sole custody care and control of the child, [name redacted] (BC No. [redacted]).
>
> 2. The Defendant shall have reasonable access to the child, in the presence of the Plaintiff accompanying the child.

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> 3. The Defendant shall contribute a sum of $500 monthly as maintenance for the child, with effect from 1 August 2023, and thereafter on the 1st day of each month. Payment shall be made into the Plaintiff's designated bank account.
>
> 4. There shall be no maintenance for the Plaintiff.
>
> 5. The Defendant's rights, title and interest in the property located at [address redacted] shall be transferred (other than by way of sale) to the Plaintiff, upon the Plaintiff refunding the Defendant's CPF account of the monies utilised with accrued interest, within 9 months of the date of this Order. The Plaintiff shall bear the costs associated with the transfer.
>
> 6. Parties shall retain all other assets in their respective names.
>
> 7. No order as to costs.
>
> 8. Liberty to apply.

2 FC/SUM 1649/2024 (as amended by an Order of Court dated 27 June 2024) ("SUM 1649") is an application by the Wife to vary paragraph 5 of the Ancillary Matters Order by inserting the following subparagraph:

> (5)(i) The Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 is empowered to execute, sign or indorse all documents necessary to effect the transfer of the flat [address redacted] on behalf of the Defendant.

3 FC/SUM 3721/2024 ("SUM 3721") is an application by the Husband for the following relief:

> 1. To set aside the Order of Court dated 24 July 2023 (FC/ORC 3276/2023) ("ORC 3276") and/or the Final Judgment dated 31 July 2023 (FC/FJ 3404/2023) ("FJ"), or in the alternative, to make a variation of Orders 1, 2 and 5 of the ORC 3276 as follows:
>
> "1. The Parties shall have joint custody, with care and control of the child, [name redacted] (BC No. [redacted]), to the Plaintiff.

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2. The Defendant shall have liberal access to the child."

"5. The matrimonial flat located at [address redacted] ("the Matrimonial Flat") shall be sold in the open market within twelve (12) months of the date of this Order. The sale proceeds shall be applied as follows:

(i) To make full payment of the outstanding housing loan to the HDB;

(ii) To pay the HDB resale levy, if any;

(iii) To pay all costs and expenses incidental and relating to the sale of the Matrimonial Flat including conveyancing, stamp, registration, administrative fees of the sale, and/or such expenses (including agent's commission) as may be necessary to complete the sale; and

(iv) The balance of the sale proceeds shall be divided equally between parties. Each party shall reimburse their own CPF account with monies utilised for the purchase of the Matrimonial Flat plus accrued interest from their respective share of the sale proceeds, in accordance with applicable CPF Rules and Regulations. Parties to top-up any shortfall in cash to their respective CPF account(s) at the time of completion.

(v) The Registrar or Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 is empowered to execute, sign or endorse all necessary documents relating to matters contained in this order on behalf of the either party should either party fail to do so within seven (7) days of written request being made to the party."

2. To stay the Plaintiff's application in FC/SUM 1649/2024 filed on 27 June 2024 (to insert a Registrar's Empowerment Clause ("REC") to be inserted into ORC 3276) ("SUM 1649") pending the outcome of the above application.

3. The Plaintiff to bear the costs of this application.

4. Such further and other orders as the Honourable Court deems fit.

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4 I heard SUM 1649 and SUM 3721 together on 22 April 2025. This is a judgment in writing issued, in relation to both applications, under rule 670(2) of the Family Justice Rules 2014 as in force immediately before 15 October 2024.

SUM 3721

5 I deal first with SUM 3721, which is the Husband's application to set aside the Ancillary Matters Order and the Final Judgment dated 31 July 2023 (the "Final Judgment"), or in the alternative to vary paragraphs 1, 2 and 5 of the Ancillary Matters Order. Paragraphs 1 and 2 of the Ancillary Matters Order relate to the custody, care and control of, and access to, the parties' son (the "Son"). Paragraph 5 of the Ancillary Matters Order relates to the disposal of [address redacted] (the "Matrimonial Home").

The Husband's case

6 The Husband admitted that he was personally served on 15 December 2022 with the Writ of Divorce in these proceedings, and that he was informed by post of the Interim Judgment dated 17 January 2023.[1]

7 The Husband also admitted receiving on a few occasions, and reading, letters from the Court stating hearing dates and Zoom details for Court hearings. However, he claimed that he was unable to attend the Court hearings as he did not have the Zoom details. He claimed that he had placed the letters from the Court in a drawer in the living room of the Matrimonial Home, and that he believed that the Plaintiff removed those letters when he was not at home. He also alleged that the Son told him that the Son had seen the Wife remove the

[1] See paragraphs 7 and 8 of the Husband's affidavit filed on 12 December 2024.

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Husband's letters.[2] However, he later provided the following clarification,[3] which clearly contradicted this allegation:

> The Plaintiff claims that she did not open the said drawer and remove my letters. However, I clearly recall placing the letters into the said drawer, only to later discover, closer to the hearing dates, that they were missing. At the material times, the Matrimonial Flat was only occupied by myself, the Plaintiff, and my son. I had asked our son whether he has removed those letters but he told me, "If not I take, not you take, who take?" in relation to those letters. Based on this, it is clear to me that my son has logically concluded that the Plaintiff was liable for the removal of the letters. …

8 The Husband claimed that he had no knowledge of the outcome of the ancillary matters hearing until 4 months later, when he received, in end-November 2023, a letter from the Wife's solicitors dated 24 November 2025 enclosing the Ancillary Matters Order. He claimed that the Plaintiff's failure to serve the Ancillary Matters Order on him within 14 days after the Order was made unfairly deprived him of his right to appeal within 14 days after the issuance of that Order.[4]

9 The Husband claimed that he did the following things after receiving the Ancillary Matters Order:[5]

(a) In December 2023, the Husband sought help from his Member of Parliament, and was advised to look for a lawyer to represent him.

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2 See paragraph 11 of the Husband's affidavit filed on 12 December 2024.

3 See paragraph 12(i) of the Husband's affidavit filed on 25 March 2025.

4 See paragraphs 12 and 14 of the Husband's affidavit filed on 12 December 2024.

5 See paragraphs 18 to 29 of the Husband's affidavit filed on 12 December 2024.

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(b) In December 2023, the Husband contacted his social worker for help, and was asked to seek help from the Legal Aid Bureau and Pro Bono SG. The Legal Aid Bureau assigned a pro bono lawyer to handle his case, but he was informed that it was too late to file an appeal and that legal aid was therefore not granted.

(c) In January 2024, the Husband went to his current solicitors for a consultation, but did not turn up for the appointment as he could not pay the consultation fees.

(d) Subsequently, the Husband went to the Family Justice Courts to seek advice on what he should do, as he never agreed to transfer his share of the Matrimonial Home to the Plaintiff. He was informed that he was out of time to file an appeal against the Ancillary Matters Order.

(e) After receiving SUM 1649 in either end May or early June 2024, the Husband again sought the assistance of the Legal Aid Bureau in June 2024, and was assigned a pro bono lawyer to handle his case. The lawyer conveyed the Husband's without prejudice proposal to the Wife's solicitors, but the proposal was rejected in October 2024.

(f) In November 2024, the Husband engaged his current solicitors. He also filed a police report to "put on record" that the Wife had removed his letters and thereby denied him the opportunity to attend Court.

10 The Husband filed SUM 3721 on 12 December 2024, more than one year after receiving the Ancillary Matters Order in end-November 2023. The

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Husband claimed that there were merits to setting aside the Ancillary Matters Order.

(a) First, the Husband claimed that the Wife had failed to make full and frank disclosure of all matrimonial assets. In particular, he claimed that the Wife had failed to disclose the following matters:[6]

(i) an insurance policy purchased in her sole name, for which the Husband had contributed to the insurance premiums;

(ii) rental income collected by the wife from tenants; and

(iii) that the amount of direct contributions the Wife claimed to contribute towards the acquisition of the Matrimonial Home included a Housing and Development Board ("HDB") grant of $65,000 that was credited into her Central Provident Fund ("CPF") account.

(b) Second, the Husband claimed to have made certain direct and indirect financial contributions in relation to the Matrimonial Home, as well as non-financial contributions towards the family (such as by taking care of the Son while the Wife was working).[7]

(c) Third, the Husband claimed that the Wife obtained sole custody of the Son by relying on "untrue allegations of violence" by the Husband on the Wife and the Son, including an incident "fabricated and concocted" by the Wife through which she obtained a Personal

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6 See paragraphs 31(i), 32 to 37, 39, 41 and 42 of the Husband's affidavit filed on 12 December 2024.

7 See paragraphs 44 to 47 of the Husband's affidavit filed on 12 December 2024.

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Protection Order against the Husband in SS 497/2020.[8] The Husband claimed that he maintained a healthy relationship with the Son.[9]

The Wife's case

11 The Wife claimed that both parties had keys to the letter box for the Matrimonial Home. When the Wife retrieved her letters, she would leave letters addressed to the Husband on the table. The Husband would keep his own letters. The Wife denied removing the Husband's letters from his drawer. The Wife claimed that the Husband's allegation about the Son telling the Husband that the Son had seen the Wife taking the Husband's letters was a story made up by the Husband in the hope of undoing the Ancillary Matters Order by claiming that he was not aware of what was going on in Court.[10]

12 The Wife also claimed to have sent copies of the Ancillary Matters Order and the Final Judgment to the Husband by WhatsApp on 1, 2 and 3 August 2023. According to the Wife, the Husband only opened the Final Judgment, but not the Ancillary Matters Order, when both documents were sent on 2 and 3 August 2023, but the Husband opened the Ancillary Matters Order by 31 August 2023. The Husband was therefore fully aware of the outcome of the ancillary matters hearing by 31 August 2023. The Wife exhibited screenshots of the WhatsApp messages that she sent to the Husband.[11]

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8 See paragraphs 31(ii) and 55 to 62 of the Husband's affidavit filed on 12 December 2024.

9 See paragraphs 63 to 88 of the Husband's affidavit filed on 12 December 2024.

10 See paragraphs 3 to 8 and 13 of the Wife's affidavit filed on 25 February 2025.

11 See paragraphs 15 to 17, and exhibit B (pages 16 and 18 to 21), of the Wife's affidavit filed on 25 February 2025.

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13 The Wife pointed out that the police report filed by the Husband on 7 November 2024 stated the date of the incident mentioned in the police report (i.e. the Wife keeping the Husband's letters from him) to be the period 1 July to 7 November 2024. The Wife believed the police report was a ploy by the Husband to try to make his claim that the Wife took his letters more believable, especially since the report was just for documentation purposes.[12]

14 The Wife stated that the insurance policy was inadvertently omitted by her solicitor during the preparation of her affidavit of assets and means. She claimed that the policy was owned by her, and that she paid the premiums. She stated that the Husband did not pay a single cent for the premiums, and provided payment receipts to back up her claim that she paid the premiums. The Wife also pointed out that there was no reason for her to conceal the policy, as her financial contributions and share of assets would in fact be increased with the inclusion of the policy, and that the Husband did not challenge her statements in her affidavit of assets and means that the Husband was in debt for many years, and that the Wife helped settle his debts of over $30,000.[13]

15 The Wife claimed that the rooms in the Matrimonial Home were never rented.[14] The Wife also admitted that a housing grant of $65,000 was received.[15]

16 The Wife denied that the Husband had paid for renovations and fixtures for the Matrimonial Home. She stated that the Husband was "perpetually in

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12 See paragraphs 21 and 22 of the Wife's affidavit filed on 25 February 2025.

13 See paragraphs 23 and 26, and exhibit D (pages 30, 32 and 35), of the Wife's affidavit filed on 25 February 2025.

14 See paragraph 27 of the Wife's affidavit filed on 25 February 2025.

15 See paragraph 29 of the Wife's affidavit filed on 25 February 2025.

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debt throughout the marriage".[16] The Wife stated that the Husband started paying the Son's tuition fees from 2023, started giving some allowance to the Son in 2024, and paid one or 2 bills for service and conservancy charges in 2024, to show that he contributes to household expenses, but all these were after the Ancillary Matters Order was made in July 2023.[17]

17 The Wife claimed that the Husband had not paid the monthly maintenance of $500 for the Child since 1 August 2023.[18]

Decision

18 I begin with a few observations about the Husband's conduct, as this has a significant bearing on my decision.

19 First, the Husband admitted that he was personally served on 15 December 2022 with the Writ of Divorce in these proceedings. One 'B' filed an affidavit of service on behalf of the Wife on 16 December 2022, in which he stated that he had personally served on the Husband, on 6 December 2022, the Writ of Summons, Statement of Claim and Statement of Particulars in these divorce proceedings, as well as the Memorandum of Appearance form that was to be completed by the Husband. The relief that the Wife was granted in respect of the Matrimonial Home under paragraph 5 of the Ancillary Matters Order is in fact the relief claimed by the Wife in respect of the Matrimonial Home under paragraph 7(c) of the Statement of Claim. There is therefore evidence that the Husband was given notice as early as December 2022 that the Wife claimed the

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16 See paragraph 30 of the Wife's affidavit filed on 25 February 2025.

17 See paragraphs 31 to 33 of the Wife's affidavit filed on 25 February 2025.

18 See paragraph 44 of the Wife's affidavit filed on 25 Feb 2025.

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relief that she was eventually granted under paragraph 5 of the Ancillary Matters Order. However, the Husband chose not to file the Memorandum of Appearance to state his position on the divorce or the ancillary reliefs claimed by the Wife.

20 Second, the Husband admitted receiving, and reading, letters from the Court stating hearing dates and Zoom details for Court hearings. He was therefore aware that Court hearings had been scheduled in respect of the divorce proceedings. The Husband claimed that he was unable to attend the Court hearings because he had placed the letters in his drawer in the living room of the Matrimonial Home, and he believed that the Wife removed those letters when he was not at home. However, this begged the question why he made no attempt to contact the Family Justice Courts to ascertain the hearing details once he allegedly discovered that the letters were missing. If the Husband did in fact wish to participate in the Court hearings, then one would have expected him to take active steps to ascertain the hearing details.

21 The Wife disputed the Husband's bare allegation that the Wife had removed, from the Husband's drawer, the letters that the Court sent to the Husband. I add that if the Wife had intended to deprive the Husband of those letters, then she would not have left those letters on the table for the Husband to read. The Husband also contradicted his allegation that the Son told him that the Son had seen the Wife remove his letters, when he clarified that what the Son actually said (when he asked the Son whether the Son had removed those letters) was, "If not I take, not you take, who take?" Leaving aside the question of whether the statement attributed to the Son is admissible despite being hearsay, that statement did not expressly accuse the Wife of anything at all, much less suggest that the Son had seen the Wife remove the letters, and

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depending on the inflection used by the Son, may just as well be construed as a retort by the Son that no one (or the Husband himself) had taken the Husband's letters, as it may be construed as an implied suggestion that the Wife had taken those letters. In the absence of any credible evidence, the Husband has failed to prove that the Wife removed, from the Husband's drawer, the letters sent by the Court to the Husband.

22 Third, the Husband confirmed that he "saw" a WhatsApp message from the Wife on 31 August 2023.[19] He did not deny receiving the Ancillary Matters Order from the Wife by WhatsApp that day. Instead, he gave the following equivocal response, which evaded indicating whether he had in fact received the Ancillary Matters Order on 31 August 2023, but sought to give the impression that he did not receive that Order:[20]

> In response to paragraph 17 of the [Wife's affidavit filed on 25 February 2025], I confirm that I only saw a WhatsApp message from the [Wife] on 31 August 2023. However, *as indicated by the single grey tick (✓), my understanding is that this means* the message was not delivered to me, and I did not receive any attachment. In any case, I am advised that the period of appeal for [the Ancillary Matters Order] was within 14 days from the date of service. By 31 August 2023, the appeal deadline had already been passed, meaning that *even if I had received the message on that date*, it would have been too late for me to appeal anyways. (emphasis added).

23 Contrary to the Husband's suggestion that the relevant WhatsApp messages only had a "single grey tick (✓)", the screenshots of the relevant WhatsApp messages exhibited at pages 20 and 21 of the the Wife's affidavit filed on 25 February 2025 show clearly that the WhatsApp messages attaching copies of the Ancillary Matters Order and the Final Judgment that were sent on

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19 See paragraph 22 of the Husband's affidavit filed on 25 March 2025.

20 See paragraph 22 of the Husband's affidavit filed on 25 March 2025.

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31 August 2023 at 3:49 pm had 2 ticks (✓✓). This suggests that the copies of the Ancillary Matters Order and the Final Judgment that were attached to the WhatsApp messages sent by the Wife to the Husband on 31 August 2023 were in fact delivered to the Husband's WhatsApp account. Whether the Husband chose to retrieve those documents after they were delivered to his WhatsApp account is of course a separate matter.

24 Collectively, the matters described at paragraphs 19 to 23 above adversely affected the credibility of the Husband's statements in his affidavits that he was deprived of the opportunity to contest the ancillary matters hearing and to appeal against the Ancillary Matters Order. Instead, they suggested that the Husband had no qualms about making baseless allegations, and prevaricating, when it suited him.

25 On the evidence adduced, it is probable that the Husband was notified of the relief claimed by the Wife in respect of the Matrimonial Home, and of the ancillary matters hearing on 5 July 2023, but chose not to participate in that hearing. It is probable that the Husband received the letter dated 24 July 2023 from the Court setting out the terms of the Ancillary Matters Order, and had the opportunity to appeal against that Order within 14 days after the date of that Order. It is probable that the Husband also received a copy of the Ancillary Matters Order from the Wife by WhatsApp on 31 August 2023, and could at that time have applied for an extension of time to appeal against the Ancillary Matters Order. However, the Husband chose to do nothing until after he received the letter dated 24 November 2023 from the Wife's solicitors, which informed him of the Wife's intention to apply to insert in the Ancillary Matters Order a clause empowering the Court to sign the relevant documents for the transfer of the Matrimonial Home on the Husband's behalf if he failed to do so.

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Even then, he did nothing to challenge the Ancillary Matters Order until SUM 1649 was served on him.

26 In *AOO v AON* [2011] SGCA 51, [2011] 4 SLR 1169, at [24], the Court of Appeal held that where the Court hears ancillary matters on the merits in the absence of a party, the losing party has a right to apply to set aside the judgment given in his or her absence. At the time *AOO v AON* was decided, the provision relied on by the Court of Appeal as the basis for an application to set aside a judgment given in a party's absence was Order 35 Rule 2 of the Rules of Court (Cap. 322, R 5, 2014 Ed.). That provision was subsequently imported into the Family Justice Rules 2014 (as in force immediately before 15 October 2024) ("FJR 2014") as rule 572 of those Rules, which states:

> **Judgment, etc., given in absence of party may be set aside**
>
> **572.**—(1) The Court may, on the application of any party, set aside any judgment or order made under rule 571 on such terms as the Court thinks just.
>
> (2) Unless the Court otherwise orders, an application under this rule must be made within 14 days after the date of the judgment or order.

27 Rule 572 of the FJR 2014 continues to apply to this case by virtue of Part 1 Rule 2(3)(*a*) of the Family Justice (General) Rules 2024. The reliance by the Husband's solicitors on rule 334 of the FJR 2014 is misplaced, as that rule only applies to a judgment in default of appearance to writ entered pursuant to Division 7 of Part 18 of the FJR 2014, whereas the Court of Appeal in *AOO v AON* made it clear at [23] and [24] that a judgment given in the absence of a party at a hearing at which an order on ancillary matters is made is not a default judgment but a judgment on the merits. Therefore, insofar as the Husband seeks to set aside the Ancillary Matters Order in reliance on the decision in *AOO v AON* and the subsequent cases that have applied that decision (such as *WEG v*

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WEH [2022] SGFC 49), the Husband should have made the setting aside application within 14 days after the date of the Ancillary Matters Order.

28 The Court of Appeal in *AOO v AOM* also endorsed, at [24] and [26], the test for setting aside a judgment or order pursuant to Order 32 Rule 5 of the Rules of Court, as set out in its earlier decision in *Su Sh-Hsyu v Wee Yue Chew* [2007] SGCA 31, [2007] 3 SLR(R) 673. In *Su Sh-Hsyu v Wee Yue Chew*, the Court of Appeal held as follows at [44] and [45]:

> (a) Where judgment has been entered after a trial in the defendant's absence, the predominant consideration in deciding whether to set aside the judgment is the reason for the defendant's absence.
>
> (b) The other relevant factors that the Court should take into consideration are:
>
> > (i) whether the successful party would be prejudiced by the judgment being set aside, especially if the prejudice was irremediable by an order of costs;
> >
> > (ii) whether there was any undue delay by the absent party in applying to set aside the judgment, especially if during the period of delay the successful party acted on the judgment, or third parties acquired rights by reference to it;
> >
> > (iii) whether the setting aside of a judgment would entail a complete retrial on matters of fact which have already been investigated by the Court;
> >
> > (iv) whether the applicant enjoyed a real prospect of success; and

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(v) whether the public interest in finality in litigation would be compromised.

(c) To these factors was added the overriding consideration of whether there is a likelihood that a real miscarriage of justice has occurred.

(d) Each case depends on its own facts, and the weight to be accorded to the relevant factors will have to be evaluated in the light of the factual matrix. The factors are predicated upon 2 fundamental interests (which may from time to time diverge) - the interest in finality in litigation, and the interest in preventing a miscarriage of justice. The Court engages in a balancing exercise by considering all the relevant factors, but places added weight on the reasons for the applicant's absence. Where the applicant's absence was deliberate and not due to mistake or accident, the Court's discretion would generally weigh heavily against setting aside the judgment, even though there may be persuasive countervailing factors.

29 The application of these factors to the present case clearly weighs against the setting aside of the Ancillary Matters Order.

(a) Apart from the excuse that the Wife had removed the letters sent by the Court to the Husband, which I found to be baseless, the Husband provided no reason for his absence from the ancillary matters hearing. In particular, the Husband did not explain why he made no attempt to contact the Family Justice Courts to ascertain the hearing details for the ancillary matters hearing, despite being given notice of the relief claimed by the Wife, and despite being informed that hearings had been

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scheduled. The impression that I formed from reading all of the parties' affidavits was that the Husband was generally uncooperative and seeking to obstruct the making and enforcement of the Ancillary Matters Order at every step of the way.

(b) There was also undue delay by the Husband in applying to set aside the Ancillary Matters Order. Despite being given notice of the terms of the Ancillary Matters Order in July and August 2023, and despite admitting to receiving a copy of the Ancillary Matters Order in November 2023, the Husband only filed SUM 3721 on 12 December 2024, which is more than 16 months after the Ancillary Matters Order was made on 24 July 2023. In contrast, rule 572(2) of the FJR 2014 requires the setting aside application to be made within 14 days.

(c) The setting aside of the Ancillary Matters Order would require a complete retrial on matters of fact which have already been investigated, and decided, by the Court. The Husband's affidavits filed in support of SUM 3721 contained a host of new allegations, which the Wife would have to respond to.

(d) It was unclear whether the Husband had a real prospect of success in getting a more favourable order, if the Ancillary Matters Order was set aside and the matter was relitigated.

(i) As regards the issue of custody, care and control of, and access to, the Son, it is not disputed that a consent order dated 18 June 2020 was issued in SS 497/2020 restraining the Husband from using family violence against the Wife and the Son. The application form for SS 497/2020 suggests that the Husband had

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not only caused physical hurt to the Wife and the Son, but also placed them in fear of hurt. Given this history, it was not surprising that the Court granted the Wife sole custody, care and control of the Son, and granted the Husband reasonable access to the Son in the presence of the Wife. While the Husband denied the acts of family violence in his affidavits filed in support of SUM 3721, the proper forum for making those denials was the Court hearing the Wife's application for a personal protection order. The Husband did not provide any convincing explanation for why he consented to the issue of a personal protection order against him.

(ii) As regards the issue of division of matrimonial assets, the Husband relied mainly on his own bare allegations, and certain hearsay attributed to the Son, as his grounds for setting aside the orders relating to the division of the matrimonial assets. He chose to introduce some of those matters only after the Wife had filed her reply affidavit for SUM 3721, and therefore had no opportunity to respond further. That said, it was unclear whether a Court, having regard to the new allegations made by the Husband, would necessarily have given him a more favourable order on the division of matrimonial assets. I deal specifically with 4 of the matters raised.

(A) The new documentary evidence relied on by the Husband consisted mainly of documents relating to his Central Provident Fund ("CPF") contributions utilised for the acquisition of the Matrimonial Home. However, evidence of the Husband's CPF contributions utilised for

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the acquisition of the Matrimonial Home was in fact already before the Court when the Ancillary Matters Order was made.[21] It is therefore unclear how the new documentary evidence would have made a difference to the decision of the Court.

(B) The Husband claimed that the Wife failed to disclose that her CPF contributions utilised for the acquisition of the Matrimonial Home included a $65,000 housing grant. However, if the grant was given to the Wife (and not the Husband) because the Wife (and not the Husband) was eligible for the grant, it is unclear why the grant should not be treated as part of the Wife's direct financial contributions towards the acquisition of the Matrimonial Home. No legal precedent was cited to me for the proposition that a housing grant credited to a party's CPF account for the purposes of facilitating the acquisition of a HDB flat by that party, whether alone or with another person, is not to be treated as part of that party's financial contributions towards the acquisition of that flat. That being the case, why should it be necessary for the Wife to unilaterally disclose that she had received a housing grant?

(C) While the Wife did not disclose the insurance policy mentioned by the Husband in the Wife's affidavit of assets and means, it is unclear how the disclosure of

[21] See the Wife's supplementary affidavit filed on 5 June 2023 for the ancillary matters hearing.

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that insurance policy would have affected the Court's decision on the division of matrimonial assets and, in particular, the Matrimonial Home. The disclosure of the insurance policy would only have increased the pool of matrimonial assets available for distribution, and the Wife's contribution to that pool. The Wife explained that the details of the insurance policy were inadvertently omitted by her solicitors during the preparation of her affidavit of assets and means. There is no evidence to suggest that this is untrue. Further, while the Husband claimed to have paid for the policy premiums, he did not provide a shred of documentary evidence in support, and relied entirely on his bare allegations. In contrast, the Wife was able to support her contention that she had paid for the policy premiums by providing documentary proof for some of the payments.

(D) The Husband made bare allegations, in his first affidavit filed on 12 December 2024, that the Wife had collected rental income from tenants who rented rooms in the Matrimonial Home. These allegations were denied by the Wife. The Husband than alleged, in his second affidavit filed on 25 March 2025, that according to the Son, the Wife rented out 2 rooms. Such hearsay attributed to the Son was clearly inadmissible. It also raised questions as to why the Husband attributed the allegation of the renting of the 2 rooms to the Son, when the Husband, who was also living in the Matrimonial

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Home at all material times, and could have made the same observations as the Son, provided no such details in his first affidavit.

(iii) While the Husband claimed that the Wife had failed to make full and frank disclosure of all matrimonial assets, he also made no attempt, in any of his affidavits filed in support of SUM 3721, to disclose any matrimonial assets that he held in his own name, even though such information may be relevant to a determination of how the Matrimonial Home should be divided between the parties, and whether the Husband had a real prospect of success in obtaining a more favourable order on the division of matrimonial assets.

(iv) Taken in their totality, the matters relied on by the Husband fell short of the standard required to show that the Husband had a real prospect of success if the matter was relitigated. In particular, he provided no credible evidence suggestive of any fraud on the part of the Wife in procuring the Ancillary Matters Order.

30 Having regard to the matters set out in paragraph 29, there is nothing to suggest that a miscarriage of justice has occurred in this case. On the contrary, the public interest in finality in litigation would be compromised if a litigant in the position of the Husband, who chose not to participate in the ancillary matters hearing, is allowed to set aside an order given in his absence. As observed by the Court of Appeal in *Su Sh-Hsyu v Wee Yue Chew* at [45], where the applicant's absence was deliberate and not due to mistake or accident, the Court's discretion would generally weigh heavily against setting aside the

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judgment, even though there may be persuasive countervailing factors. For these reasons, the Husband's application to set aside the Ancillary Matters Order must be dismissed.

31 The Husband's application to set aside the Final Judgment was clearly misconceived. As observed by Choo Han Teck J in *VQB v VQC* [2021] SGHCF 5 at [14] and [16]:

> (a) In a divorce case, the Final Judgment dissolves the marriage, and the status of the parties as a married couple is brought to a permanent and unsalvageable end. Once the Final Judgment is made, the marriage is at a permanent end and cannot be reinstated.
>
> (b) The Women's Charter 1961 makes no provision for setting aside a Final Judgment. The only conceivable exception is when the Final Judgment was obtained by fraud; but even then, it may have to be a fraud that taints the Final Judgment itself, such as a forgery of the order of court.

32 There is nothing in this case to suggest that the Ancillary Matters Order or the Final Judgment was obtained by fraud. As explained in paragraph 29(d), the Husband's allegations disputing the matters presented by the Wife during the ancillary matters hearing fell far short of establishing any fraud on the part of the Wife in procuring the Ancillary Matters Order. Neither the Ancillary Matters Order nor the Final Judgment was forged. For these reasons, the Husband's application to set aside the Final Judgment must also be dismissed.

33 I deal next with the Husband's alternative application to vary paragraphs 1 and 2 of Ancillary Matters Order. This application proceeded on the premise

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that the Court had granted the Husband "supervised access" to the Son, when what was in fact granted was "reasonable access" to the Son, albeit in the presence of the Mother accompanying the Son.

34 Where the Court has made an order for the custody, care and control of, and access to, a child in divorce proceedings, the power of the Court to vary that order is provided for in section 128 of the Women's Charter 1961. Under that section, the Court may at any time "vary or rescind any order for the custody, or the care and control, of a child on the application of any interested person, where it is satisfied that the order was based on any misrepresentation or mistake of fact or where there has been any material change in the circumstances".

35 There was no evidence before me to suggest that paragraphs 1 and 2 of the Ancillary Matters Order were made by the Court hearing the ancillary matters "based on any misrepresentation or mistake of fact". It is not disputed that a consent order dated 18 June 2020 was issued in SS 497/2020 restraining the Husband from using family violence against the Wife and the Son. While the Husband denied the acts of family violence that gave rise to that consent order, in the Husband's affidavits filed in support of SUM 3721, the proper forum for making those denials was the Court hearing the Wife's application for a personal protection order. The Husband did not provide any convincing explanation for why he consented to the issue of a personal protection order against him. There was also no evidence led of a material change of circumstances between 24 July 2023 (when the Ancillary Matters Order was made) and 22 April 2025 (when SUM 3721 was heard). For these reasons, the Husband's application to vary paragraphs 1 and 2 of the Ancillary Matters Order must also be dismissed.

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36 I deal finally with the Husband's alternative application to vary paragraph 5 of Ancillary Matters Order.

37 Section 112 of the Women's Charter 1961 deals with the power of the court to order the division of matrimonial assets. Under section 112(4), the court may, at any time it thinks fit, extend, vary, revoke or discharge any order made under section 112, and may vary any term or condition upon or subject to which any such order has been made.

38 In *AYM v AYL* [2012] SGCA 68; [2013] 1 SLR 924, the Court of Appeal made the following observations at [11], [12], [15], [22], [23], [25] and [27] to [30]:

> (a) Section 112(4) does not furnish the court with a *carte blanche* to vary an order on division of matrimonial assets. There must be exceptional reasons before such variation can be effected. There must be some finality once the matrimonial assets have been divided between the parties. Section 112(4) must have a limited operation only. It was intended to confer upon the court a limited flexibility to adjust an order for the division of matrimonial assets already made.
>
> (b) Once the order of court with respect to the division of matrimonial assets has been completely implemented or spent (inasmuch as everything that is required to be done has been effected and the assets concerned have in fact been distributed to the parties concerned), the court does not have the power to revisit or reopen the order. Section 112(4) was included to give administrative flexibility to the court so long as the order it has made has not been completely effected or implemented. The court would make the necessary

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variations to an order for the division of matrimonial assets only where the order was unworkable or has become unworkable (before it has been fully effected or implemented).

(c) Where an order becomes unworkable (in that it is a matter of practical impossibility to implement it), it is fair and reasonable that the court is empowered under section 112(4) to make the necessary variations. There will also be (albeit extremely limited) circumstances in which unworkability, understood in a substantive as well as purposive sense, will justify a variation of the order by the court. Where new circumstances have emerged since the order was made, which so radically change the situation so that to implement the order as originally made would be to implement something that is radically different from what was originally intended, this would amount to unworkability, and the court would make the necessary variations to deal with such unworkability. Another instance of a radical change in circumstances amounting to unworkability may arise after the court makes an order under section 112 that is of a continuing nature. Where there has been a change in circumstances invalidating the very basis on which the court made a continuing order, this amounts to a radical change in circumstances amounting to unworkability, and the court will be empowered to make the necessary variation (or indeed, extension, revocation or discharge) under section 112(4) to deal with such a change. The view that a material change in the circumstances would suffice to trigger a variation under section 112(4) sets too low a threshold.

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(d) Section 112(4) may also be invoked to vary an order for the division of matrimonial assets where such order was unworkable to begin with. Any *ab initio* substantive unworkability must be a result of a fundamental misunderstanding apparent on the face of the order.

(e) One other situation that might justify varying an order for the division of matrimonial assets, even after the order concerned has been implemented, is fraud. The standard of proof for fraud is a very high one.

39 Having regard to the decision of the Court of Appeal in *AYM v AYL*, generally, section 112(4) of the Women's Charter 1961 gives the Court only a limited flexibility to adjust an order for the division of matrimonial assets where that order was, or has become, unworkable. The Court may also vary an order for the division of matrimonial assets where there is fraud, but the standard of proof for fraud is a very high one.

40 Applying the law to the facts of this case, paragraph 5 of the Ancillary Matters Order was not unworkable. The only reason why the Ancillary Matters Order has not been completely effected or implemented is that the Husband refused to transfer (other than by way of sale) his rights, title and interest in the Matrimonial Home to the Wife. As explained in paragraph 29(d), the Husband's allegations disputing the matters presented by the Wife during the ancillary matters hearing fell far short of establishing any fraud on the part of the Wife in procuring the Ancillary Matters Order. For these reasons, the Husband's application to vary paragraphs 1 and 2 of the Ancillary Matters Order must also be dismissed.

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41 Prayer 2 of SUM 3721 is a precautionary prayer for a stay of SUM 1649 pending the outcome of prayer 1 of SUM 3721. It was unnecessary to consider prayer 2, as the parties agreed to the hearing of both applications together, and I make no order on that prayer. Prayer 3 of SUM 3721 was for the Wife to bear the costs of the application. Prayer 4 of SUM 3721 was for such further and other orders as the Court deemed fit. As a consequence of my dismissal of prayer 1 of SUM 3721, prayers 3 and 4 are likewise dismissed.

42 As the Wife has successfully resisted the Husband's applications in SUM 3721, and costs should follow the event, I order the Husband to pay the Wife the costs of SUM 3721, such costs to be agreed between the parties or (failing agreement) fixed by the Court.

43 If the parties are unable to agree on costs, each party is to tender written submissions on the quantum of the costs payable by the Husband to the Wife, confined to 3 pages (excluding the cover page), by 5 pm on 19 August 2025. The Wife's written submissions should quantify the disbursements claimed by the Wife, and the Husband's written submissions should comment on the Wife's quantification of the Wife's disbursements. For this purpose, the Wife's solicitors are to provide the Husband's solicitors, by 5 pm on 5 August 2025, a list of disbursements (and their amounts) claimed by the Wife.

SUM 1649

44 As I have dismissed the substantive applications in SUM 3721, there is no valid reason to refuse SUM 1649. However, I do not think it is necessary to amend the Ancillary Matters Order in order to empower an Assistant Registrar of the Family Justice Courts to sign documents on behalf of the Husband.

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45 I therefore make the following order in relation to SUM 1649:

> The Assistant Registrar of the Family Justice Courts is empowered, under section 31 of the Family Justice Act 2014, to execute, sign or indorse, on behalf of the Defendant, all documents necessary to give effect to paragraph 5 of the Order of Court dated 24 July 2023 (FC/ORC 3276/2023), which relates to the transfer of the flat at [address redacted], if the Defendant fails to do so within 7 days after a written request to do so is made to the Defendant.

Phang Hsiao Chung
District Judge

Mr Teo Choo Kee (CK Teo & Co.) for the plaintiff/wife;
Ms Margaret Yeow Tin Tin and Ms Louise Lim Yi Hui (Hoh Law Corporation) for the defendant/husband.

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