

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 41

FC/OAIC 2 of 2025

Between

YAQ

... Applicant

And

YAR

... Respondent

JUDGMENT

[Family Law] — [Child] — [Abduction] — [Section 8 of the International Child Abduction Act 2010]

[International Law] — [Conventions] — [Articles 3 and 13(a) of the Convention on the Civil Aspects of International Child Abduction]

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**YAQ
v
YAR**

[2026] SGFC 41

Family Court — OAIC 2 of 2025
District Judge Amy Tung
2 February, 2 March 2026

20 March 2026

Judgment reserved

District Judge Amy Tung:

1 This is an application filed by the Father under section 8 of the International Child Abduction Act 2010 (“ICAA”) for the return of the child of the marriage, [N] to the United States of America (“USA”), a Contracting State under the Convention on the Civil Aspects of International Child Abduction (the “Hague Convention”). His application was based on the grounds that [N] had been wrongfully removed from the USA or in the alternative, wrongfully retained in Singapore in breach of his rights of custody under US law.

2 Prior to the Father filing this application, the Mother had filed an application under the Guardianship of Infants Act 1934 i.e. OAG XXX/2025 to regulate issues of custody, care and control of and access to [N] between the Parties (the “OAG application”). She also filed a summons for an injunction where she prayed for each Party to be prohibited from removing [N] from the

jurisdiction of Singapore without the other Party's express written consent or leave of Court pending the determination of the OAG application.

Background

3 The Father is a US citizen and self-employed. The Mother is an Indian citizen and a Partner at an international firm. The Parties met in late 2017 while living in New York City ("NYC") and were married on 3 October 2020.

4 The Parties' son, [N] was born on 31 July 2021; he is a US citizen. He is currently 4 years of age.

5 After [N] was born, the family continued to live in NYC up until 4 August 2025 when they relocated to Singapore after the Mother was promoted as a Partner in her international firm so that she could develop the firm's business in Asia. It was not disputed that the Parties wound down their affairs in NYC and came to Singapore as a family on 4 August 2025. The Mother is currently on an Employment Pass while the Father and [N] are residing in Singapore on Dependents' Passes. All these Passes were issued for a period of 24 months.

6 Prior to coming on a flight to Singapore on 'one-way' tickets, the Parties took active steps to look into administrative arrangements to get ready for their stay in Singapore such as:-

- (a) Identifying and reviewing the tenancy agreement for a place of residence; and
- (b) Applying and enrolling [N] in an international school; and
- (c) Arranging for a school bus to take [N] to and from his school.

7 The Parties eventually decided on a landed property as their place of residence in Singapore (referred to as “**the Leased Property**”). Both Parties negotiated and reviewed the tenancy agreement, and the Mother signed a two-year lease for the property with an option to renew for a further one year.

8 After arriving in Singapore, the family, however, did not move into the Leased Property. Instead, they resided at a serviced apartment known as “D Lodgings”, which were temporary lodgings provided for by the Mother’s international firm as part of her relocation package. Although it was originally for a period of one month, the Mother’s international firm agreed to extend the provision of these lodgings until such time as their belongings arrived from NYC.

9 The Parties also made arrangements for their families to join them in Singapore for a visit; the Mother’s parents arrived from India on 3 September 2025 and the Father’s mother arrived from the USA on 12 September 2025. By this time, the family had stayed at the serviced apartment for about a month.

10 It was not disputed that the Mother and her parents moved to the Leased Property on 5 September 2025 while the Father remained staying at D Lodgings by himself and subsequently with his mother. After the move by the Mother to the Leased Property, the Parties agreed that [N] would be dropped off by the school bus after school at the Leased Property where he would spend the afternoons there with the Mother and her parents while returning to the D Lodgings with the Father in the evening during school days.

11 On 9 October 2025, the Father’s mother left Singapore. On 3 November 2025, the family’s belongings arrived from NYC. The last day where the Father could stay at D Lodgings was 7 November 2025.

12 The Father never moved into the Leased Property. The Parties do not agree on the reason behind this. He is now currently staying in rented HDB premises about 5 minutes from [N]’s school. The Mother continues to reside at the Leased Property with her parents, who had since obtained Long Term Visit Passes.

13 The Parties had a mediation session on 17 December 2025 which did not result in a resolution of the dispute between them. An urgent case conference was fixed on 6 January 2026 so that the Court could give further directions on the case and make orders on the interim arrangements, given that [N] was going to commence his school term again on 12 January 2026. The interim arrangements were put into place by the following orders: -

- (a) Pending the determination of the OAIC 2/2025, the following interim arrangements¹ shall apply to the child of the marriage, [N] and the Parties: -
 - (i) [N] shall go to school from his Father’s residence every morning during the school week.
 - (ii) [N] shall be dropped off by the school bus at his Mother’s residence every afternoon during the school week.
 - (iii) [N] shall be picked up from the Mother’s residence at 6.30 p.m. by the Father from Monday to Thursday of the school week.
 - (iv) [N] shall be sent to the Father’s residence by the Mother every Sunday by 9.30 a.m.

¹ The locations of the Parties’ residences have been left out in this Judgment.

- (b) Parties are at liberty to depart from the arrangements in paragraph (a) though mutual consent.
- (c) Either Party is not to take [N] out of Singapore except with consent of the other Party.

Issues to be determined

14 Although the Father travelled together with the Mother and [N] to Singapore on 4 August 2025, he is alleging that the Mother had procured his consent for the removal of [N] from USA through deceit, misrepresentation, or non-disclosure of information.

15 In *TUC v TUD* [2017] SGHCF 12 (“*TUC v TUD*”), a landmark decision on section 8 of the ICAA, the High Court held (at [39]): -

The Hague Convention treats wrongful “removal” and wrongful “retention” as events occurring on specific dates (see *In re H (Custody Rights)* at 77-78). That is why Art 12 clearly envisions there being a specific date of either wrongful removal or wrongful retention: it provides that upon proof that a child has been wrongfully removed or retained within the meaning of Art 3, and that at the date of the commencement of judicial or administrative proceedings in the Requested State, a “period of less than one year has elapsed from *the date* of the wrongful removal or retention” [emphasis added], the judicial or administrative authority of the Requested State is to order the return of the child forthwith. It is therefore important, for the purpose of any application under s 8 of the ICAA, to identify the specific date on which the allegedly wrongful removal or retention is supposed to have taken place. As we will explain, the identification of this date is also critical because the habitual residence of the child concerned must be assessed with reference to that date.

16 The issues for the Court's determination are therefore as such: -

(a) Alleged wrongful removal

- (i) What is the habitual residence of [N] by reference to the date on which he was allegedly wrongfully removed from the USA?
- (ii) Was the Father's consent for [N]'s removal from the USA vitiated by deceit, misrepresentation, or non-disclosure of information?

(b) Alleged wrongful retention

- (i) What is the habitual residence of [N] by reference to the date on which he was allegedly wrongfully retained in Singapore?
- (ii) If the habitual residence of [N] had not changed from USA to Singapore, was the Father's consent for his retention in Singapore conditional (and if so, whether the condition(s) have been breached) or vitiated by deceit on the part of the Mother?

The analysis

Alleged wrongful removal

Habitual residence of [N]

17 Undoubtedly, prior to the date on which [N] departed from USA for Singapore on 4 August 2025, his habitual residence was the USA. Since he was born in July 2021, he had lived in NYC together with his parents and attended school there until the family departed for Singapore.

Consent of the Father to the removal of [N]- was his consent vitiated?

18 It was the Father's case that the Mother had planned in advance of their departure from USA to separate from him in Singapore or force him into a living arrangement that he would not have agreed to by bringing her parents over from India to stay long-term with her and [N]. He claimed that given the considerable personal sacrifice on his part, if he had any reason to doubt that only their family of three would be living together in a common home, he simply would not have consented to moving to Singapore.

19 The Father submitted that under Article 13(a) of the Hague Convention, the Mother bears the onus to prove that the Father gave unequivocal consent to [N]'s removal from the USA or retention in Singapore. In reliance of *Re G and A (Abduction: Consent)* [2003] NIFam 16, the Father argued that it is well accepted that consent under Article 13(a) of the Hague Convention will be vitiated if it was obtained by deceit, fraud, misrepresentation or non-disclosure. At the hearing, the Mother, representing herself after the discharge of her lawyers, argued that given the ostensible consent, the Father bears the burden of proof to show that his consent had been vitiated.

20 The High Court in *TUC v TUD* had agreed generally (at [92]) with two principles relating to deceit stated by the District Judge who determined that case in the Family Court below: -

- (a) If there is ostensible consent and the party seeking the return of the child alleges that there are circumstances vitiating the consent, it is for the party making that claim to prove it on the balance of probabilities.

- (b) Proof of deceit or dishonesty in relation to a material aspect of the consent, going to the root of the consent, is one such circumstance that would vitiate a consent outwardly given.

21 The agreement of the High Court with the principles above was subject to the gloss that it is only where the retention is ostensibly within the scope and terms of the consent given that it would be necessary to ask whether the consent was vitiated. While the High Court had only dealt with the issue of retention, its observation of the principles relating to alleged wrongful retention and proof of deceit or dishonesty ought to also apply when it comes to a case of alleged wrongful removal of a child from his or her habitual residence.

22 In the present case, the Father had travelled together with the Mother and [N] on 4 August 2025 on ‘one-way’ tickets to Singapore. The Parties also moved in and stayed together as a family with [N] in the serviced apartment provided by the Mother’s international firm for at least one month. [N]’s departure from the USA was therefore ostensibly covered by the Father’s consent; it is for the Father then to prove that his consent had been vitiated by deceit, misrepresentation or non-disclosure of information on the part of the Mother.

23 I should note at the outset that the Father did not have any contemporaneous evidence that the Mother had such premeditated planning. Instead, he was relying on the circumstances surrounding the Mother’s actions after the family’s arrival in Singapore to persuade the Court to infer and draw the conclusion that the Mother’s deception or misrepresentation or non-disclosure of information had vitiated his consent for [N]’s removal to Singapore.

24 According to the Father, the Mother had ceased sharing a bed with him ever since they moved to Singapore. She had ignored his invitation to mark their wedding anniversary, rejected family time together, given notice of her intention to remove him from her healthcare coverage, changed the registered addresses for her and [N]’s Passes without updating his address, excluded him from the hiring of, and all communication with, the live-in helper, and evicted him from the serviced apartment. The Mother had also applied for Long-Term Visit Passes for her parents to reside with her without consulting or informing the Father until the arrangements were finalised, denied him access to the Leased Property and sought to restrict his time with [N] against his wishes.

25 The Mother denied that she had any intention to separate from the Father. She stated that they do not have a regular sex life and even in the USA, given the Father’s working hours, he would sleep on the large couch in their living room. She also explained that she was frankly disappointed that the Father did not remember their anniversary date (i.e. 3 October) when he sent her a message wishing her “Happy Anniversary” on 12 September 2025. She was not able to understand the Father’s point in relation to the registered addresses in the Passes as the administrative tasks were left to her office manager to deal with and whatever issue was pointed out by the Father, she had conveyed accordingly to the office manager for the latter to rectify. She did not change his health coverage. There was no “eviction” by her of the Father from the D Lodgings as it was always understood that the serviced apartment was going to be temporary in nature until their belongings arrived from the USA. The Mother stated that to date, she had been asking the Father to come home to the Leased Property but he refused to do so.

26 I would return to some of the above points at a subsequent part of this judgment. It suffices to say that I am not satisfied that any of the factors relied

upon by the Father show that the Mother had formed the intention to separate from him *prior to their departure from the USA*. Nevertheless, an issue which needs to be addressed is whether the Mother had the intention to have her parents stay on a long-term basis in Singapore without the Father's consent or knowledge *before* they departed from the USA. This is because the Father said that he would never have agreed to relocate if he had to stay with his in-laws given his views that they were abusive towards him and that it would be intolerable for him to spend much time around them.

27 The Father submitted that the Mother had referred to her parents as “non-paid Caregivers” in her affidavit dated 3 January 2026 (the “3rd Jan affidavit”) and that she had stated that “the support of non-paid caregivers and the availability of affordable caregiving was a critical factor in our relocation plans”. The Father submitted that the sentence is both revealing and deceptive; it is revealing in that it shows that prior to the departure from the USA, the Mother had already been anticipating bringing her parents over on an indefinite basis without his consent. The use of the pronoun “our” was deceptive in that it was never his plan; the prospect of the Mother's parents moving into the very residence where he was expected to live was inconceivable to him.

28 I note that the reference of “non-paid caregivers” does not only refer to the Mother's parents but also to the Father's mother, who had offered to come to Singapore and help them out when they are both busy. The Mother also spoke of support from her parents who live a few hours away from Singapore in Calcutta and not that the parents would be staying indefinitely with them.

29 The Mother explained in her 3rd Jan affidavit that the reason why she obtained LTVP for her parents was because as Indian citizens, they would need to apply for visas each time they enter Singapore whereas on a LTVP, they

would have more flexibility to travel here. In any event, her parents have their own lives in Calcutta. Their doctors and health insurance coverage are in India as are their friends and family. The Mother stated that neither she nor her parents have any intention for them to live permanently in Singapore. The only reason why they have continued to stay on to date since 25 October 2025 was because matters had escalated between the Parties and the Mother now requires their support.

30 In my view, the Father had **not** proven on a balance of probabilities that the Mother had intended for her parents to stay on a long-term basis in Singapore **before** they departed from the US and intentionally withheld this from him. I am therefore hard pressed to find any deceit, misrepresentation or non-disclosure of information on the part of the Mother which could be said to have vitiated his consent for [N]’s removal to Singapore.

Alleged wrongful retention

Habitual residence of [N]

31 Although the Parties had proffered alternative dates as the date of alleged wrongful retention (those being the dates of the filing of each other’s respective application), they seem to be agreed that the date of alleged wrongful retention by which any reference to [N]’s habitual residence is to be determined would be 27 October 2025, the date on which the Father requested for the Parties to return to NYC together as a family. I therefore determine 27 October 2025 as the relevant date for assessing habitual residence.

32 The Parties do not dispute that the Father had rights of custody under the law of the USA, which is a Contracting State to the Hague Convention, and that the retention of [N] in Singapore without his consent would be in breach of his

rights of custody; such retention would be wrongful if [N] was habitually resident in the USA. If [N] is, however, habitually resident in Singapore, then his retention in Singapore would not be in breach of the Father's rights of custody.²

33 In *TUC v TUD*, the High Court, after surveying the landscape of cases under the Hague Convention, distilled some general principles on habitual residence (at [74]): -

- (a) The question of habitual residence is ultimately a question of fact to be determined having regard to all the circumstances of the case including the joint intentions of the parents, the child's reasons for and perceptions of being in the new jurisdiction (in the case of older children), as well as the objective "indicia of integration into the social and family environment" in the new jurisdiction. As Ong JC put it in *TDX v TDY*³ at [43], this is a broad-based inquiry that will extend to a consideration of "how integrated [the child] is to the country in terms of the environment, education system, culture, language and people around [him or her] in that country".
- (b) In general, **in the case of the relocation of younger children and in the case of relatively short periods of residence in the new jurisdiction, the joint or shared intentions of the parents can be a significant factor** in pointing towards whether there is any change in the habitual residence of the child.

² See Article 3 of the Hague Convention

³ [2015] 4 SLR 982

- (c) The longer the period of residence in the new jurisdiction, and the greater the evidence of integration into the social and family environment there, the less relevant will be the parents' original reasons, purposes and intentions (even shared ones) for the relocation in determining whether the child's habitual residence has changed.
- (d) An intention on the part of one parent for the child to change his or her habitual residence will seldom, if ever, have weight in this analysis.
- (e) The principles at sub-paras (b) to (d) above do not derogate from the general point that **the search for the child's habitual residence depends on all circumstances of the case.**

(my emphasis in bold).

34 [N] is a young child of only 4 years of age. As of 27 October 2025, he had resided in Singapore for about 3 months. The joint or shared intentions of the Parties are thus a significant factor in this case for determining the habitual residence of [N].

35 The Mother submitted that the family had planned to relocate to Singapore for the long term with no end date in mind while it was the Father's case that the move is temporary and for 1 to 2 years. He exhibited some correspondence to friends and acquaintances in which he spoke of being in Singapore for "a little bit" and "for a spell" and referred to the stay in Singapore as a "tour of service" and as lasting "a year or two".⁴

⁴ Father's Written Submissions at [73]

36 However, in an email from the Father to the Mother, he had provided an output from ChatGPT regarding the consequences of abandoning the Mother's Green Card:

Background: A U.S. citizen and his Mother (an Indian citizen) plan to move to Singapore. The Mother has been a U.S. lawful permanent resident (green card holder) for 2 years and has lived in the U.S. for over 8 of the past 15 years. She is considering formally abandoning her green card using USCIS Form I-407 to avoid U.S. tax obligations while abroad. They anticipate returning to the U.S. in 3-5 years.

37 The Mother relied on the above to argue that the Father had, on his own case, intended for the family to stay at least 3 to 5 years.

38 In the Bundle of Correspondence, it was indicated as the Father's position that given the errors in the number of years for the Mother being a Green Card holder as well as the number of years she had lived in the USA, there appears to be "hallucinations or constructs of ChatGPT". The Mother strongly objected to this inclusion in the Bundle of Correspondence as this was not brought up in any of the affidavits of the Father; she submitted that it was a belated attempt by the Father to deal with what might be the "problematic nature" of this document to him.

39 I am mindful that the document *originated* from the Father and he had sent it to the Mother for her consideration. The Father must therefore be regarded to have, at least, accepted that the Parties could be living in Singapore for between 3 to 5 years.

40 As such, notwithstanding the correspondence between the Father and third parties, I accept that the Parties' joint or shared intention (as between themselves as husband and wife) was to relocate to Singapore for at least 3 to 5 years.

41 In *TUC v TUD*, it was stated by the High Court (at [127]) that:

As we have explained, the two cases cited by Ms Mirchandani to suggest that the habitual residence of children can change even in as short a period of time as three to four months can be distinguished – in those cases, **there was clearly a joint intention on the part of the parents to relocate, at least for a year (in *In re R*), if not permanently (in *Halaf v Halaf*)**.

(my emphasis).

42 It was clear, in any event, from the case of *DeHaan v Gracia* [2004] ABQD 4 (at [42]):

[T]he Convention does not require a minimum period of time for a child to remain in a country in order for that country to become the child’s habitual residence. It has been suggested that time necessary to establish a habitual residence may be as short as one day.

43 I also note the following important factors in this case: -

- (a) The Parties discussed the potential relocation plans in **great detail** for at least one year before arriving in Singapore including obtaining a place of residence to stay and a school for [N] to attend before they arrived in Singapore. This is a critical factor which is different from the case of *TUC v TUD* where the family’s stay “changed from an extended, if unexpectedly long, holiday here to a relocation”, with plans that were “put together hastily without too much resolution, clarity or definition”.⁵
- (b) The Father had helped the Mother to position herself for promotion in the international firm and the Parties were aware and in full knowledge that the promotion was premised on a

⁵ *TUC v TUD*, at [120] and [126]

relocation to Singapore so that Mother could help develop her firm's business in Asia.

- (c) A period of 3 to 5 years is a substantial period when viewed against the age of [N], who is 4 years old.
- (d) The Parties had negotiated and obtained a lease that could last potentially up to 3 years.
- (e) The Parties found a school in Singapore for [N]'s enrolment before they arrived and he had been attending school since 13 August 2025. [N] has been recorded to have been settling smoothly in the Pre-K Chinese Immersion Programme, which the Father had expressed a preference for.
- (f) Although [N] could have been admitted to a local nursery school for the 2025 school year, the Parties enrolled [N] in an international school which runs through to Grade 12.
- (g) The Parties packed up all of their belongings and shipped them from NYC to Singapore. They then boarded a flight on 'one-way' tickets to Singapore in August 2025 just before the start of [N]'s school term.
- (h) The home in NYC where they were staying in (which was in the Mother's name) had been put up for sale or long-term lease.

44 Given my finding that there was a joint or shared intention to relocate to Singapore for a period of at least 3 to 5 years and the factors listed at [43], I am of the view that [N]'s habitual residence has changed from US to Singapore.

45 For completeness, the Father raised the issue of the Mother's Green Card, especially her decision not to give it up, as being very telling of her intentions. I find that the issue of the Green Card to be, at best, a neutral factor. The Father himself had counselled the Mother to give up her Green card for what was in his view, substantial tax savings. The Mother submitted that this was an indication that the Father had intended to stay longer term in Singapore. The Mother also explained in her affidavit and again at the hearing that the decision to renounce the Green Card should only be done after understanding the full tax implications and therefore after filing of taxes in the first year of the Parties' staying in Singapore. This does not appear to be an unreasonable position to take.

46 Given that I have found that [N]'s habitual residence has changed to Singapore, this ought to have disposed of the application. For completeness, however, I move on to consider whether if the habitual residence of [N] remains as the USA, the Father's consent for his retention was conditional (and if so, whether the condition(s) have been breached) or vitiated.

Consent of the Father for [N]'s retention in Singapore – was his consent conditional (and if so, whether the condition(s) have been breached) or vitiated by deceit on the part of the Mother?

47 The Mother submitted that there was only one condition which the Father had imposed, namely that she be promoted to Partner and this has already been fulfilled. The Father should not be allowed to impose other conditions after their arrival which were never in discussion between the Parties. Furthermore, the conditions of the Father had evolved from 3 to 5; he was therefore not to be believed on the existence of such conditions.

48 The Father submitted that there were essentially only 3 conditions (at [104] of his Written Submissions):

- (a) That the family would remain intact as a single family unit;
- (b) That the move to Singapore was strictly for a temporary period of one year, or at most two years; and
- (c) That no other family members will live with them in Singapore.

49 Given my finding that the Parties have the joint or shared intention to stay in Singapore for a period of, at least, 3 to 5 years, I am of the view that there is no condition (b) in existence. The Parties' negotiated lease for the Leased Property also speaks for itself. If the move was *strictly* for a temporary period of one year, or at most two years, there would not be a need to provide for an option to renew the 2-year lease for a further one year.

50 As for condition (c), given that the Parties do intend minimally for visits by other family members and friends, I am hard-pressed to find that the Father had imposed condition (c) *so clearly* upon the relocation.

51 As for condition (a), I accept that even though it was not expressly documented between the Parties, it can be implied that in relocating, the Father would be expecting that they stay together as a family. In considering this condition, I need to make clear that marital conflict alone, leading to potential or actual separation cannot be the basis for saying that such a condition had been breached. Otherwise, in almost all Hague convention-type cases, such a threshold would be reached, and the Court would be bound to order the return of the child to the country of habitual residence, notwithstanding the ostensible and clear consent for relocation for the entire family. Furthermore, any applicant seeking to rely on section 8 of the ICAA should not be allowed to rely on his or

her own intention to separate from the respondent as ground for arguing that such a condition has been breached.

52 In the present application, the Father's case is that the Mother had hatched a plan to separate from him. In doing so, she had breached the condition that the family should stay together. His parallel argument is that his consent for [N]'s retention in Singapore has been vitiated by deceit on her part.

53 From the evidence presented, the Court has reconstructed the following account of the family circumstances; the paragraphs below contain my factual findings concerning the various allegations made by the Father and the Mother's responses to these allegations.

54 The family had stayed together for a month at their temporary lodgings after arriving on 4 August 2025. They did not move in immediately to the Leased Property even though it was ready by 20 August 2025, presumably because it was not yet furnished. There was no reason for the Father to have asked for a key in August 2025 when the family had yet to move in.

55 When the Mother's parents came to Singapore on 3 September 2025, the Parties agreed for the Mother and her parents to move into the Leased Property on 5 September 2025. The Father continued to stay at D Lodgings until his mother arrived in Singapore and for the duration of his mother's stay.

56 On 3 September 2025, when the Father requested for documents to determine the amount owed for health insurance, the Father alleged that the Mother had accused him of having 'trust issues' and stated that she would remove him entirely from her coverage.

57 From a perusal of the emails, it would appear that it was not the first time that the Parties had a dispute over the issue of health insurance. The Father had stated: -

I would like for us to not quarrel about health insurance again. Let's get the data, figure the amounts and resolve everything.

Can you kindly provide a pay stub and the tax filing for each year you believe you over-contributed to the common fund as a result of you paying the family health insurance directly rather than through the common fund.

58 The Mother responded by saying that:

The problem is more fundamental than health insurance.

As mentioned yesterday, you need to get help.

As for the specifics of this issue, as explained before it is not my choice how to pay the premium. There is no option to pay from an external account such as a common fund. It gets deducted by the firm from my income.

Second, the issue is one of trust. I do not need to provide you with evidence. I have already committed to paying for your insurance this year. Next year onwards, you take care of yourself.

59 From the tenor of her reply, I accept that the Mother had responded out of frustration to the Father. The Mother stated on affidavit that she did not remove him from her health insurance coverage to date.

60 The Father related that between 3 to 9 September 2025, he had to deal with the Mother on the issue of his address having to be updated on Singpass when opening a local bank account. He found out that the permanent address was changed from the D Lodgings to the Leased Property for the Mother and [N] but not for him when he went to Ministry of Manpower ("MOM") on 4 September 2025. The Father also alleged that the Mother had lied about her efforts to change his legal address. After much delay, the change was only done on 9 September after a number of escalating and anxious emails from him.

61 Having combed through the correspondence exhibited by the Mother, it would seem that the Mother herself was not aware of how to update the address on Singpass and her office manager had offered on 30 August 2025 to update the address. Even though the office manager had indicated that the address was already updated with the MOM, the Mother still saw that it was the previous address on Singpass as at 4 September 2025 at 8.17 p.m. The office manager then offered to call the MOM the next day on 5 September 2025 to check on this. The screenshot on page 266 of the Mother's 3rd Jan affidavit showed that the last update was as at 5 September 2025; this would indicate that the address for the Mother was only updated on 5 September 2025. This means that the Father could not have learnt on 4 September 2025 that the address was already updated for the Mother and [N].

62 On 5 September 2025, the Father had also emailed the Mother to ask her again to update the address. Her reply as at 10.33 a.m. was that "As I told you, office manager is doing it. She has now done it and it has been updated". There were some 'to and fro' replies thereafter. The Mother then emailed on 6 September to say "Weird, I will ask. It has changed on my end". On 8 September 2025, after Father indicated that it was still the wrong address, the Mother had replied "I logged in and it looks changed on my end. Will ask office lady again."

63 As the Mother did not know how to do the update herself, she was most likely referring to the address being changed for herself when she mentioned that "it looks changed on my end", and not as the Father had thought i.e. that his address looks changed on the Mother's end. The Mother was also unlikely to have been able to log into the Father's Singpass account. On 9 September 2025, the MOM sent a notification to the Mother and to the office manager that the amendment request was successful. On the same day, the Mother forwarded the email notification to the Father. She also told him that the "office lady said

it should be fixed. Have you tried toggling the three buttons and hitting refresh? I got email from MOM confirming the change, which I sent you already.” She also sent him a screenshot of her own Singpass account, showing that it has been changed on her end.

64 From my scrutiny of the email correspondence, it does not appear to me that the Mother had deliberately changed the permanent address for herself and [N] without changing it for the Father. It was clear that she did not know how to update the address and that she had left the administrative task of updating the address to her office manager. The ‘delay’ which the Father spoke of was, in reality, only four days (*including the weekend*) between the time the Mother had her address changed and the Father having his address similarly changed.

65 On 12 September 2025, the Father sent an email titled “Happy Anniversary!”; he alleged that the Mother did not respond to his wedding anniversary invitation. The Mother responded that she was frankly disappointed that he had not remembered the date of their wedding anniversary correctly and that in any event, this later slipped her mind; it was not a “big issue” to her.

66 When the Father’s mother left Singapore on 9 October 2025, the Parties had a coffee chat on 10 October 2025. I accept that the Mother had some reluctance for the Father to move into the Leased Property at that time and that the Father did not have the key to the Leased Property until 9 November 2025. However, I do not accept that the Mother had hatched a plan to separate from the Father and not work on the marriage. From the Mother’s perspective, their marriage has their ups and downs and it would seem that this was one of the “down” periods.

67 The following text messages between the Parties on 12 October 2025 are rather illuminative:

Father	Want to meet up and check out that place I was telling you about or get breakfast elsewhere?
Mother	Hi, we had a productive discussion on Friday. Please think on it.
Father	I've thought about it constantly since then. You and [N] are the most important things in my life and I want to do whatever it takes to makes us one big happy family again. I thought a nice start would be to try and spark moments of shared joy among all of us starting with enjoying time together as a family.
Mother	It's always nice and easy to do fun things. Before that is the hard work. Have you considered a therapist to speak with? And, in the interim , my proposal about housing? [my emphasis in bold]

68 It would appear that the Father was acknowledging that there was some marital trouble between the Parties. While he suggested doing things to spark moments of shared joy, the Mother had a different idea on how the marriage should be worked on. If the Mother had intended to separate from the Father, there would not be a need to do “the hard work” before the “nice and easy” fun things. While the Court is not making a finding as to whether or not the Father ought to have a therapist, what was important to the Mother was that he finds a therapist to speak with. Again, if she had intended to separate from the Father

and not work on the marriage, there would not be a need for her to suggest a therapist for the Father. She did, in fact, subsequently send the Father the next day, on 13 October 2025, her firm's health plan so that he could find a therapist covered by the plan.

69 On 12 October 2025, the Father turned up at the Leased Property with flowers and garlands and the Parties spoke of having another child.

70 On 16 October 2025, the Parties had another face-to-face discussion. They appeared to differ on what was actually discussed; however, this does not detract from my earlier finding that the Mother had no intention to separate from the Father and the Parties had different ideas on how to work on their marriage.

71 Between 19 October to 24 October 2025, the Mother took the Child to Hong Kong on a trip with the nanny. The Father complained that he was excluded from the trip. In my view, the "exclusion" must be seen in the context of the Father being reluctant to go on the trip initially as he had already travelled to Hong Kong in June 2025. The Mother stated that at that time, he wanted to join her on a later business trip to Japan instead. Although the Father changed his mind subsequently and wanted to go on the same trip to Hong Kong, the fact that this did not happen does not lend itself to the conclusion that the Mother wanted to separate from him.

72 By 20 October 2025, it would appear that the Father had consulted divorce lawyers based on his perception of the Mother's actions and conduct. The Mother had no knowledge of this until she saw an email from the Father to his mother in one of his affidavits filed for this set of proceedings.

73 On 26 October 2025, the Mother sent a series of Whatsapp texts to the Father as follows: -

- (a) Our stuff has arrived in SG and we will get it week of Nov 3 after customs clear.
- (b) Last day at [D Lodgings] will be Nov 7.
- (c) I will let bus know.

74 To the Father, these series of messages were to be the last straw and he considered the Mother as giving him an “eviction notice” from D Lodgings at short notice. The Mother mentioned at the hearing that she did not expect that these routine messages would bring a chain of events that resulted in escalation and litigation between the Parties.

75 The Father took strong objection to the fact that when the Mother sought to change the bus route and informed him that the “last day at [D Lodgings] will be Nov 7”, she did not, at the same time, invite him to move into the Leased Property. The Mother counter-argued that such an allegation was incredulous to say the least, as a spouse does not require an invitation to move into the family home.

76 I note that while there was no ‘invitation’ for the Father to move into the Leased Property, the messages were also ‘silent’ in another important aspect. Nothing was said about the Father having to take his belongings from the Leased Property or where his belongings were to be delivered to after clearing customs. Had the Mother been intent on the Father living separately from her, one might expect that in informing him that their stuff had arrived in Singapore, there

would also be a question or a comment about what would happen to the Father's belongings that had already arrived in Singapore.

77 After sending those messages to the Father, the Mother emailed a set of new instructions to the bus company together with some questions on the timing and venue of the pick-up stop. The Father then emailed the Mother on the same day, exclaiming that he was “totally flabbergasted” and that he never agreed to the change in bus schedule. He stated that the only reason he agreed to come to Singapore was to be a supportive husband for the Mother and for her career advancement as he thought that would, in the long term, be good for [N] and the entire family. He also laid out complaints against the Mother about excluding him from family life, the Hong Kong trip and the lack of keyed access to the Leased Property. Finally, he said that he wanted the status quo to remain until they could reach something mutually agreeable.

78 The Father separately emailed the bus company to countermand the Mother's instructions. The Mother then emailed the Father in response to ask “What is going on here? You said you would get therapy, move into [the Leased Property] and try for a fresh start.” She reminded him that her international firm would not pay for the D Lodgings once their things arrived from NYC. She also asked him to think twice before sending “such messages” to the school.

79 It was submitted by the Father that in the Mother's email of 27 October 2025, she had, for the first time, suggested he move into the Leased Property. He further submitted that it was to be noted that 27 October 2025 was only 13 days before she filed the OAG application. By then, she would have already instructed her lawyers, Dentons Rodyk & Davidson LLP (“Dentons”),

understood their legal strategy and was preparing to file the application.⁶ The Father had since refused to move into the Leased Property and argued that the Mother's intention in repeatedly asking him to move in was neither sincere nor to be trusted.

80 I cannot accept the Father's submissions. It is my finding that the Mother had not consulted any lawyers as of 27 October 2025 and when she wrote the email that day, she was genuinely expecting the Father to move into the Leased Property.

81 In response to the Mother asking "what's going on here?", the Father wrote a lengthy email on the same day. The Father spoke about his 'exclusion' from the Hong Kong trip, the text messages of 26 October 2025, and the lack of shared moments of joy. He also drew up a list of things to sort out including sending the Mother's parents back to India, having a mutually agreed solution for spending from the common account, and setting up a medical appointment for [N]. He asked the Mother to tell her international firm that the family came to Singapore and "made an earnest go at it" but that in the end, it proved to be just too hard on the family and they asked to return to NYC. He also requested her not to accept delivery of the recently arrived container of their belongings and to make arrangements for it to be returned to NYC. He ended up by saying that they can make plans to return to NYC and return to a living situation that is best for [N] and the family.

82 The Mother replied to say that the Father's email completely contradicted what he told her in person. She reminded him that he brought roses,

⁶ Father's Written Submissions at [138]

said that Singapore is a wonderful place to raise children and that he was eager to have a second child. She asked him what had gone wrong. She also stated that she could not ask her international firm to send her back to NYC as she was sent to Singapore to build a business, which takes years. If she made such a demand, she would be without a job. She also stated that there was a shift in what the Father had said regarding her parents. Instead of trying to ‘woo’ them as he said he would, he was now telling her to send them back the very next week. She could not and would not do that. She said that they had spent hours discussing what to do next once the residence at the D Lodgings come to an end such as (1) the Father getting therapy; (2) the Father moving into the Leased Property; and (3) the Father and Mother making every effort for a fresh start (including making sure that [N] has wholesome time with the grandparents).

83 The Father sent another email on 28 October 2025 on several topics such as asking the Mother’s firm to allow her to return to NYC or to set up another base in Singapore, [N]’s school in Singapore, contributions to the common account, health insurance, [N]’s and family expenses, house mortgage expenses and the Mother’s parents being in Singapore. He asked at the end of the email that the Mother allow him and [N] to return to the USA.

84 The Mother then sent the Father a text message to say that “this back and forth is not productive” and asked him to “call [her] when [he] can”. The Father replied to say, “please approve return to the U.S.” and ask that they “work to restart together in New York as a family”. The Mother replied to say that “you know that it is not possible to return to the U.S. now” and asked to speak. She called him twice, but he did not answer her call. The Mother ended off the messages on 28 October 2025 with “tried you again. Please be rational and talk to me”.

85 I am mindful that as of 28 October 2025, contrary to what the Father had alleged, the Mother had yet to consult any lawyers. The Mother stated in her affidavit that at this point, she panicked. She was in Seoul while the Father was in Singapore. She feared that he might have taken steps to leave for the USA and take [N] with him even before she got home to Singapore. As such, on 29 October 2025, she contacted Harry Elias Partnership LLP (“HEP”) (the Father’s lawyers in these proceedings) and to her horror, on 30 October 2025, learnt from them that they were conflicted and could not act for her.⁷ The Mother then contacted Dentons and engaged them on 5 November 2025 for advice to ensure that the Father could not take [N] out of Singapore.

86 The Mother then filed the OAG application on 10 November 2025 to regulate the issues of custody, care and control of and access to [N]. She also filed for an interim injunction on 11 November 2025 for each Party to be prohibited from removing [N] from the jurisdiction of Singapore without the other Party’s express written consent or leave of Court. On 18 November 2025, the Father filed the application under section 8 of the ICAA.

87 By this time, the Parties are squarely in the midst of litigation and involved in proceedings before the Court.

88 Having gone through the evidence, I am unable to find that the Mother had breached any condition for the relocation by planning to separate from the Father while in Singapore. Neither was his consent vitiated through any deceit on the part of the Mother. Although she was the first to make an application to the Court, it was not a culmination of any sustained strategy to separate from him and entrench [N] in Singapore. Rather, it was in response to the Father

⁷ The fact that the Mother contacted HEP on 29 October 2025 and received a reply from them on 30 October 2025 was not disputed by the Father or HEP.

already having engaged lawyers and grounded in her fear that the Father would take [N] back to the USA.

Conclusion

89 For these reasons, I dismiss the Father's application. The Parties are to agree on costs, failing which they are to write in to Court (capped at 8 pages) for costs to be fixed.

Further remarks

90 The Court observes that the Parties remain legally married and that reconciliation, whilst not the Court's concern in these proceedings, may perhaps be best for [N]. The Parties are encouraged to consider whether their differences might be resolved through marital counselling or mediation. Such efforts, if genuine and undertaken with professional guidance, may provide a foundation for a more stable family environment that would best serve [N]'s welfare. Should reconciliation prove unsuccessful or remain unattempted, the Court would proceed to determine the other outstanding matters before it with the child's welfare as the paramount consideration.

AMY TUNG
DISTRICT JUDGE

Ms Gill Carrie Kaur, Ms Tan Hui Qing & Ms Annette Tan
Kean Yoke (Harry Elias Partnership LLP) for the Applicant;
Respondent in person.