IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGHCF 4

Originating Application for Variation, Rescission, Setting Aside of other orders in a Dissolution Case No 4 of 2025
(Summons No 266 of 2025)

Between

XNG

… *Applicant*

And

XNH

… *Respondent*

JUDGMENT

[Family Law — Costs]
[Family Law — Therapeutic Justice]

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XNG
v
XNH

[2026] SGHCF 4

General Division of the High Court (Family Division) — Originating Application DTV No 4 of 2025 (Summons No 266 of 2025)
Choo Han Teck J
10 February 2026

13 February 2026 Judgment reserved.

Choo Han Teck J:

1 The parties first came before me in HCF/OADTV 4 of 2025 on an application by the applicant wife to vary a consent order recorded in 2023. I dismissed the application in my judgment of 23 May 2025. However, I gave liberty to the applicant to apply for a Mareva injunction should there be cause to believe that the respondent might dispose of his assets to the applicant's detriment. The applicant subsequently applied in Summons 266 of 2025 ("Summons 266") for a Mareva injunction to prevent the respondent from disposing of his assets to the value of S$7,564,092.50. I granted the injunction in my judgment of 5 February 2026. The parties were unable to agree costs thereafter, and the applicant is now asking for costs of S$40,000 excluding GST and disbursements on an indemnity basis for Summons 266.

2 Counsel for the applicant submitted that based on Appendix G of the Supreme Court Directions 2021, costs for an injunction normally varies between S$10,000 and S$35,000 (excluding disbursements), and that in this case, costs at the upper end in the sum of S$30,000 should be paid. Her justification is that the applicant's lawyers had reviewed a total of seven affidavits and almost 4,000 pages of documents. Counsel submitted that indemnity costs are justified because the respondent acted in bad faith with the intention of diminishing, if not depriving entirely, the applicant of what was due to her.

3 Counsel for the respondent submitted that the respondent had been making regular payments under the original orders and that the application by the applicant in Summons 266 was only partially successful in that the main prayers to prevent the sale of the property at Cable Road were not granted. Counsel then submitted that no costs be ordered in the interests of therapeutic justice, citing only, the Family Justice Courts Practice Directions 2024 Part 71, para 90B.

4 Indemnity costs, outside of contract, should only be ordered where one party's conduct is so unreasonable as to incur unnecessary costs for the other party. As held by Simon Brown LJ in *Victor Kermit Kiam II v MGN Limited* [2002] 2 All ER 242 at 246, such conduct must be "unreasonable to a high degree" — not merely wrong or misguided in hindsight — as indemnity costs are "of [their] nature penal rather than exhortatory." The court's discretion to award indemnity costs is a wide one, and the facts concerning the applications in this matter do not, in my view, warrant the imposition of indemnity costs. Although the respondent's conduct of repeated payment default has been reprehensible and unacceptable, necessitating multiple enforcement action by the applicant, the legal expenses incurred are, in my view, adequately addressed

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through an award of standard costs without requiring additional punitive measures.

5 Thus, for an application of this nature, where a principal prayer had been granted, I would order costs on a standard basis. The application was not complicated although there were substantial affidavits and submissions filed by both sides. In my view, costs on the lower end of the range for such applications is sufficient.

6 The respondent's plea that no costs be awarded on a therapeutic basis is not appropriate in the present case. The Family Justice Courts Practice Directions 2024 Part 71, paragraph 90B provides that therapeutic justice is intended to help broken families "accept the past and move towards their best possible future". Therapeutic justice is a concept and not a specific rule or principle of law. The idea of therapeutic justice is to apply or administer the law and its process to minimise acrimony in what might otherwise be a bitter dispute.

7 The objective of therapeutic justice is to reduce areas of conflict between the parties and achieve a long-term resolution of immediate problems. It brings matters outside of specific rules or principles of law to soften the positions held by the parties. It inserts non-legalistic elements of forgiveness, empathy, and magnanimity into otherwise rigid legal rules so that parties may be reminded that simple humanity can resolve disputes without the harshness of the pound of flesh that they want the law to carve out for them. For the court to apply therapeutic justice in the resolution of the legal dispute, the parties must first embrace the idea of it and not insist on every ounce of the pound of flesh they were claiming.

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8 However, in the present case, the time for therapeutic justice had come and gone with limited success. The dispute had initially been resolved with a consent order in 2023. However, the respondent's attempt to change the agreed terms reopened the old wound, and the resulting issues had to be resolved by the exacting application of legal principles in Summons 266. All that remains now, is the question of costs.

9 In matters where costs are part of the resolution of a matrimonial dispute, the court may decline to order costs as part of the healing process of therapeutic justice. In family matters where the parties are not well-to-do but nonetheless need the courts to resolve their domestic disputes, the Family Justice Courts have a wide discretion not to order costs. This is not such a case. The therapeutic path agreed upon had been abandoned by the respondent and compelled the applicant into the resulting costly litigation. The respondent cannot thereafter ask to be spared the costs by calling in aid the sweet sound of the words "therapeutic justice". It shows a lack of understanding of how therapeutic justice works.

10 For the reasons above, I order the respondent to pay costs of S$10,000 plus reasonable disbursements to the applicant.

Choo Han Teck
Judge of the High Court

Kok Yee Keong, Toh Ming Wai and Charis Sim Wei Li (Harry Elias Partnership LLP) for the applicant/wife;
Godwin Gilbert Campos and Adam Naeha Sitara Binte Adam Rabbani (Godwin Campos LLC) for the respondent/husband.

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