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(2) Redaction HAS/HAS NOT been done.

Muhammad Hidhir Bin Abdul Majid

District Judge

14 Oct 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 106

FC/D 192/2024
FC/SUM 648/2025
HCF/DCA 89 of 2025

Between

XSN

... Plaintiff

And

XSO

... Defendant

GROUNDΣ OF DECISION

[Family Law] – [Breach of Court Order] – [Committal]

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... Plaintiff

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Family Court
District Judge Muhammad Hidhir Bin Abdul Majid
5 June, 30 July 2025

13 October 2025

District Judge Muhammad Hidhir Bin Abdul Majid:

Introduction

1. The parties were married in February 2020. The marriage was dissolved in February 2024. On 9 May 2024, a Consent Order was recorded on the

ancillary matters comprising orders for the division of the matrimonial flat and other assets (“AM Order”) including the following:

“Each party shall retain their respective assets in their own names.”

2. On 6 March 2025, the Plaintiff applied for leave for an Order of Committal against the Defendant for the Defendant’s continual non-compliance of the above order. Leave was granted on 12 March 2025.
3. The assets in dispute were 2 dogs named X and Y.
4. In the application, the Plaintiff sought the following orders:
 - a. The Defendant is in contempt of Court as he has continually breached the Order of Court by failing, neglecting, and / or refusing to return the 2 dogs to the Plaintiff.
 - b. The Defendant is to return the dogs to the Plaintiff forthwith.
 - c. The Defendant is sentenced to imprisonment and / or fine for contempt of Court should he fail, neglect, and / or refuse to return the Dogs to the Plaintiff.
 - d. Costs of this application to be provided by the Defendant.
5. Having heard the application, I dismissed the Plaintiff’s application with costs of \$3,500. The Plaintiff appealed against my decision.

Affidavits

6. The Plaintiff filed the following affidavits:
 - a. Plaintiff affidavit in support filed on 22 March 2025.
 - b. Plaintiff reply affidavit filed on 12 June 2025.
7. The Defendant filed the following affidavits:

- a. Defendant 1st affidavit filed on 6 May 2025.
- b. Defendant's witness "Miss B" filed on 6 May 2025.
- c. Defendant reply affidavit filed on 26 June 2025.

Oral application to strike out

8. Under Rule 647, Family Justice Rules 2014, the court may strike out any matter in an affidavit that is scandalous, irrelevant or otherwise oppressive. The court's power to strike out is discretionary in nature.

9. At the start of the hearing on 5 June 2025, the Plaintiff's counsel applied to strike out parts of the Defendant's 1st and Miss B's affidavit on the ground that they contained either hearsay or expert evidence.

10. Having heard the arguments, the following paragraphs or sentences within the paragraph of the Defendant's 1st affidavit were struck out:

- a. Paragraph 12. The last sentence "They acknowledge my messages and did not request me to return the dogs" and the documents exhibited in TAB 1 of the affidavit were struck out¹. The following sentences were not :

Sometime in or around end 2024, we found a buyer for the matrimonial and sold our matrimonial home, pursuant to the Order of Court. The completion date of sale was in March 2025. As such, on 20 January 2025, I moved out of the matrimonial home together with X and Y. I wanted to inform the Plaintiff of this but she blocked me on WhatsApp so I could not reach her. I had no choice but to inform the Plaintiff's sister-in-law and her brother instead that I had moved out of the matrimonial home and I have taken X and Y with me.

¹ Notes of Proceedings (NOP) at page 14 line 17.

b. Paragraphs 13. The sentences in the paragraph other than those below were struck out.

X is a male dog born on 24 February 2015. He was purchased and paid by the Plaintiff's former husband, Mr. A, in or around 2016 ².

c. Paragraph 14. The whole of paragraph 14 was struck out.³

d. Paragraph 15. The whole paragraph other than the following sentence was struck out ⁴:

After my divorce with the Plaintiff concluded, our matrimonial home was ordered to be sold.

11. The Plaintiff also applied for paragraphs 16 to 18 and 22 to 26 to be struck out. The paragraphs read:

16. Screenshots of my WhatsApp conversation with Mr. A on 10 November 2024 evidencing the above are enclosed at TAB 2.

17. Y is a male dog born on 5 April 2019. I personally adopted Y in 2019 after I saw my friend, Miss B 's, adoption advertisement on Facebook seeking to rehome Y. Miss B is a dog seller in Singapore.

18. I reached out to Miss A and requested to view Y in person. The Plaintiff did not join the viewing. After viewing, I decided to adopt Y and brought him home. Ever since his adoption, I have been caring for him. The Plaintiff had no role in the adoption. Screenshots of my conversations with Miss B confirming that I was the one who took the step and made the decision to adopt Y are enclosed at TAB 3.

12. The Plaintiff also objected to paragraph 22 on the ground that it contained expert opinion on dogs. Paragraphs 22 to 26 were as follow:

² NOP page 19 line 28.

³ NOP page 20 line 11.

⁴ NOP page 21 line 22.

22. Dogs are highly social animals that require regular attention, interaction, and companionship from their humans to thrive. Without sufficient attention, dogs can experience stress, anxiety, and even depression. As someone who claims to be an owner, the Plaintiff should be well aware of these needs. However, her history of disengagement clearly reflects otherwise.

I DID NOT ATTEMPT TO ADD OR AMEND THE VETERINARY RECORD FOR THE DOGS' OWNERSHIP

23. On 27 January 2025, I visited M Clinic ("the Clinic") to obtain the medical records from the Clinic so that I can transfer the Dogs' medical records to another clinic which was nearer to my new home.

24. However, the Clinic told me that the Plaintiff instructed them not to disclose any information to me. The Plaintiff's act of hindering me access to their medical needs are clearly acting in bad faith and failed to consider the needs of X and Y. It dawned on me that, like her ex-husband, she is merely using them as a pawn to annoy me.

CONCLUSION

25. Mr. A is the actual owner of X. He has expressly given his consent for me to have and care for X. As for Y, I personally adopted him and have been solely responsible for his upbringing, care, and well-being since the adoption. My role as the person who has provided for both dogs clearly reflect me as the beneficial owners of the Dogs.

26. The act of registering X and Y in her name does not confer the Plaintiff's ownership especially where I have been their primary caregiver. Ownership is not determined solely by registration, but by the actions and responsibilities undertaken in caring for the animals. I aver that I am the beneficial owner of the Dogs.

13. I was of the view that the matters stated in paragraphs 16 to 18 and 23 to 24 were relevant. Paragraph 16 made reference to WhatsApp messages between Mr A and the Defendant including the following by Mr A to the Defendant:

Previously she was supposed to handover X to me or pay me back \$5k agreed with her lawyer. X is under my name and I purchased him using my card. She neglected him for many days and went away and didn't come back.

14. As for the matters set out in paragraph 22, I did not think these were confined only to experts. Paragraphs 25 and 26 were the Defendant's concluding remarks which should be allowed to stand. I thus did not order for the above-mentioned paragraphs to be struck out.

15. The Plaintiff also objected to paragraphs 5 and 8 of Miss B's affidavit which read as follow:

5. I recall that Z then sent me a Facebook message informing me that the Defendant is interested in adopting W (Y's former name) . The messages are enclosed herewith at TAB A. At the material time, I did not share a close personal friendship with the Defendant. Shortly after receiving Z 's message, I recall that the Defendant contacted me directly via my mobile phone to express his interest in adopting W and requested to view W in person. Upon learning that the Defendant was already keeping another beagle as a pet, I was reassured that W would be placed in a home where he would receive appropriate care. Consequently, I agreed to permit the Defendant to adopt W and duly informed Z of my decision.

8. Moreover, W is a beagle, a breed known for its high energy levels and natural hunting instincts. Thus, beagles are active and intelligent dogs that require regular exercise, mental stimulation, and structured routines to ensure their physical and emotional wellbeing. It is clear to me that the Defendant is well aware of their needs and has shown a commitment to providing W with appropriate care, including daily walks, playtime, and engagement, all of which are essential to the breed's health and happiness. I know all this because following the handover, I remained in occasional contact with the Defendant for the purpose of checking on W's well-being, and I subsequently came to understand that the Defendant had renamed the dog as Y.

16. Paragraph 5 narrated how Y (formerly called "W") came into the Defendant's possession while paragraph 8 contained Miss B's account of Y

which the Plaintiff objected on the grounds that it contained expert opinion⁵. I did not accede to the application to strike out these paragraphs. Paragraph 5 was relevant while in paragraph 8, Miss B had made the statements not as an expert but based on her personal knowledge of the subject-matter.

17. At the above hearing, the Plaintiff's counsel informed that the Plaintiff had additional documents of about 147 pages to submit to the court as she thought that she could do so at the hearing.

18. As Defendant had not seen the additional documents, I directed the Plaintiff to file a further affidavit with the additional documents and that the Defendant filed an affidavit in reply to that further affidavit. I also gave the Plaintiff permission to raise any objection if the Defendant raised any new issue in his reply affidavit. I directed written submissions to be prepared after which I would deliver my decision.

19. The Plaintiff's further affidavit was filed on 12 June with the additional documents to show how she took care of the 2 dogs. She produced invoices from veterinary clinics and pet shops. She also submitted photographs of her and the dogs to show that she had cared for them.

20. The Defendant's affidavit in reply of 26 June in response to the Plaintiff's affidavit also contained the Defendant's evidence on the expenses he incurred on the dogs and photographs of the Defendant and the dogs to show that he had also cared for them.

21. The Plaintiff also sought to expunge paragraphs 10 to 15 of the Defendant's affidavit in reply on the basis that these were not included in his

⁵ NOP page 28 at line 29.

earlier affidavit⁶. Having considered the objections, I was not inclined to do so as the paragraphs concerned were in rebuttal to the Plaintiff's further affidavit.

Plaintiff's case

22. The grounds for committal as stated in the Statement for Order of Committal was that the Defendant had breached the Order by "failing, refusing, and/or neglecting to return" the 2 dogs.

23. The Plaintiff claimed that she should retain ownership and possession of the dogs as the dogs were in her sole name as evidenced by the licenses issued to her by the Animal and Veterinary Service ("AVS") pursuant to the Animal and Birds Act 1965 read with the Animal and Birds (Licensing and Control of Cats and Dogs) Rules 2024:

- a. In respect of X, the Plaintiff was issued a Dog Licence in July 2016, before the AM Order.
- b. In respect of Y, the Plaintiff was issued a Dog Licence in January 2025, after the AM Order.

24. In breach of the Order, the Defendant had, on 20 January 2025, removed the dogs from her residence. On 27 January 2025, her solicitor served on the Defendant a letter with the Order of Court endorsed with a Penal Notice notifying the Defendant of the breach and seeking the return of the dogs. The Defendant did not return the dogs to her.

⁶ Made in the Plaintiff written submissions.

Defendant's case

25. The Defendant contended that the dogs were not matrimonial assets and should not be treated as divisible matrimonial assets. Dogs were not capable of valuation for division and should not be treated as commodities.

26. The Plaintiff had never mentioned, discussed or negotiated an agreement with him on the dogs throughout the proceedings despite being represented in the divorce proceedings. The Plaintiff had always felt that the dogs belonged to him and as he did not think that was in dispute, the parties had not contemplated the issue of the dogs at that juncture.

27. As the completion date for the sale of the matrimonial home was in March 2025, on 20 January 2025, he moved out of the home together with the 2 dogs.

28. The Defendant claimed that X was owned by Mr A, the Plaintiff's former husband, and after the annulment of her previous marriage, the Plaintiff was supposed to handover X to the Defendant but the Plaintiff went ahead to obtain the dog license for X in her sole name without the former husband's consent. The Defendant claimed that Mr A agreed that the Defendant could keep X.

29. As regards Y, the Defendant informed that he had personally adopted Y (i.e., to keep Y as his pet) in April 2019 after seeing an advertisement on Facebook put up by Miss B, a dog seller. He did not think that it was necessary to register Y with AVS. Without his consent and knowledge, the Plaintiff registered Y in her name with AVS in January 2025.

30. Miss B's confirmed that she did place Y for adoption via Facebook. She received a message from a close friend that the Defendant was interested in

adopting Y. The Defendant contacted her personally and eventually Miss B agreed to the Defendant adopting Y.

Analysis

Whether the dogs were matrimonial assets

31. To address the Defendant's contention, the Plaintiff relied on *Tan Huey Kuan (alias Chen Huijuan) v Tan Kok Chye and another* [2011] SGHC 86 wherein the court faced a similar issue. In that case the dispute before the High Court was over the ownership and possession of a female black terrier dog. The court in the above case, decided on the issue.

32. In view of the above, I came to the view that the dogs were matrimonial assets. As with other assets, parties could agree on how they were to be dealt with including an order for them to be given to which party, declaring which party to own such or ordering a sale and division of the proceeds.

Was the Plaintiff the owner of the 2 dogs and thus capable of enforcing the Court Order if the Defendant had been in contempt?

33. The AM Order had no mention of the 2 dogs. To prove ownership, both the Plaintiff and the Defendant produced evidence to show that they had cared for, paid for or contributed towards the expenses to maintain the 2 dogs. However, in my view, the real issue was not so much as to who has cared or expended more for the dogs but who was the actual legal owner of the 2 dogs.

34. From the facts, there was no evidence that parties had applied their minds as to whom the dogs should go to or how they were to be dealt with when dealing with the ancillary matters.

35. There was no evidence that the 2 dogs were featured in the prayers for ancillary reliefs in the Plaintiff's Statement of Claim. There was also no Affidavit of Assets and Means prepared where parties addressed their minds as to the fate of the 2 dogs when considering the ancillary issues.

36. The Plaintiff had to prove that she was the owner of the 2 dogs. This could be done by showing, for example, that she had bought the 2 dogs or they were gifted to her by someone which would make her the owner of the dogs. The Plaintiff was unable to provide any such evidence.

37. The Plaintiff claimed that she owned the dogs by virtue of the licenses issued to her under the Animals and Birds (Licensing and Control of Cats and Dogs) Rules 2024 ("Rules"). The Dog Licence for X and Y named the Plaintiff as the licensee.

38. I was of the view that the licensing of the dogs under the above rules did not confer ownership on the licensee. Under rule 4 of the above Rules, a person who intended to keep a dog in any premises must submit an application for a licence. There was no requirement that the person applying for such a license must be the owner of the dog.

39. Unlike in *Tan Huey Kuan*'s case where the parties went to the extent of adducing evidence at the main hearing as to who had the right to possession and ownership of the dog, there was no such proceedings in this case. In my view, a committal proceeding was not the correct procedure for such an inquiry.

40. The Defendant provided an explanation as to how X came into his possession. At paragraph 16 of his 1st affidavit, he exhibited screenshots of his WhatsApp conversation with Mr. A on 10 November 2024. The WhatsApp message stated that Mr A was the owner of X and that the Plaintiff was supposed to handover X back to Mr A or pay Mr A the sum of \$5,000 as was agreed

previously with the Plaintiff's lawyer. Mr A had paid for X and was thus the true owner of X.

41. As for Y, it was the Defendant who was the party responsible for bringing Y into their former household. This was confirmed by his witness, Miss B, who stated that she gave Y to the Defendant and not to the Plaintiff.

Conclusion

42. The Court's powers to punish conduct in relation to an order of court is set out in section 4 (1) of the Administration of Justice (Protection) Act 2016 (“AJPA”):

4(1) Any person who —

- (a) intentionally disobeys or breaches any judgment, decree, direction, order, writ or other process of a court; or
- (b) intentionally breaches any undertaking given to a court, commits a contempt of court.

43. Further, section 21 of the AJPA provides:

“A person is not guilty of contempt of court under section 4(1), (2) or (3) if the person satisfies the court that the failure or refusal to comply with a judgment, order, decree, direction, writ or other process of court or any undertaking given to a court was wholly or substantially attributable to an honest and reasonable failure by that person, at the relevant time, to understand an obligation imposed on the person bound by the judgment, order, decree, direction, writ, process or undertaking and that that person ought fairly to be excused.”

44. The standard of proof for civil contempt is that of the criminal standard of proof beyond reasonable doubt. The person alleged must also be shown to have committed the breach intentionally. The court in *Mok Kah Hong v Zheng Zhan Yao* [2016] 3 SLR 1 stated at [85] and [86]):

85. First, it is well-established that the applicable standard of proof to both criminal and civil contempt is that of the criminal

standard of proof beyond reasonable doubt: *Pertamina Energy Trading Ltd v Karaha Bodas Co LLC* [2007] 2 SLR(R) 518 (“Pertamina Energy Trading Ltd”) at [31]–[32], citing *In re Bramblevale Ltd* [1970] Ch 128 at 137.

86. Secondly, as regards the issue of the requisite mens rea to establish contempt for disobedience of court orders, it is accepted that it is only necessary to prove that the relevant conduct of the party alleged to be in breach of the court order was intentional and that it knew of all the facts which made such conduct a breach of the order: *Pertamina Energy Trading Ltd* at [51]. This necessarily includes knowledge of the existence of the order and its material terms. It is, however, not necessary to establish that the party had appreciated that it was breaching the order. Therefore, the motive or intention of the party who had acted in breach of the order is strictly irrelevant to the issue of liability though it may have a material bearing in determining the appropriate penalty to be imposed

45. On the evidence, I was of the view that Plaintiff had not discharged the burden of proof beyond reasonable doubt.

46. I was not satisfied that the Defendant had intentionally committed the breach. In respect of X, the Defendant must have genuinely believed that the Plaintiff was not the rightful owner of X as Mr A, X’s rightful owner has represented to the Defendant that the Defendant could keep X. The Plaintiff had not given any evidence to prove otherwise. In respect of Y, it was given to the Defendant by Miss B.

47. The court order concerned must not be ambiguous or unclear. In *Mok Kah Hong*’s case at [78], the Court of Appeal, stated:

78. In our view, the decisions in *Re Oddy* ([74] *supra*) and *Iberian Trust* ([74] *supra*) demonstrate the importance and impact of the manner in which an order of court is framed and extracted in determining whether the order can be enforced by way of committal proceedings. As Luxmoore J had observed in *Iberian Trust*, an order must state in unambiguous terms what had to be done on the part of the defendant in order for committal proceedings to lie against the defendant. This is, in our view, a rule of fairness. A defendant cannot be punished for failing to comply with an order of court if it is unclear what is expected of the defendant.

48. I agreed with the Defendant's submission that the clause concerned was ambiguous. As explained in paragraph 33 to 34 above, there was no evidence that parties had applied their minds as to whom the dogs should go to or how they were to be dealt with. There was no evidence that the 2 dogs were featured in the prayers for ancillary reliefs in the Plaintiff's Statement of Claim. There was also no Affidavit of Assets of Means prepared where parties addressed their minds as to the fate of the 2 dogs when considering the ancillary issues. Such ambiguous clause should be interpreted in favour of the Defendant. His conduct would also be excusable under section 21 of the AJPA mentioned above.

49. For completeness, I would add that the Plaintiff had also submitted that she was also the beneficial owner of the 2 dogs. No legal basis was put forth by the Plaintiff to show that there was such a concept for the asset involved. I thus did not think that the Plaintiff could succeed on this basis as well.

50. For the above reasons, I dismissed the Plaintiff's application.

51. Having considered the extent to the work done to resist the application I awarded costs of \$3,500 to the Defendant.

Muhammad Hidhir Bin Abdul Majid
District Judge

Muhammad Hasif Bin Abdul Aziz and Diyana Binte Atan
(M/s A.W. Law LLC) for the Plaintiff.
Caryn Lee (M/s I.R.B. Law LLP) for the Defendant.