IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGFC 136

FC/D 1867/2023
HCF/DCA 109/2025

Between

XWD

… *Plaintiff*

And

XWE

… *Defendant*

JUDGMENT

[Family law] — [Care and control]

[Family law] — [Maintenance] — [Children]

XWD
v
XWE

[2025] SGFC 136

Family Court — Divorce No. 1867 of 2023 and Summons No. 3674 of 2024
District Judge Chua Wei Yuan
28 February 2025, 2 September 2025

17 December 2025

District Judge Chua Wei Yuan:

Facts

1 These are the grounds of my decision on the ancillary matters in FC/D 1867/2023, and on FC/SUM 3674/2024.

2 This matter involves a plaintiff wife ("W") and defendant husband ("H"), who have a son ("S") who turns 5 years old this year.

3 This claim was filed in April 2023. Interim judgment ("IJ") was granted on an uncontested basis on both claim and counterclaim in December 2023, and the ancillary matters ("AM") hearing was fixed for its first hearing in January 2025.

4 Pursuant to a consent order in October 2024, both parties have resolved the issue of division of assets and spousal maintenance.

5 As for the children's issues, W had applied in July 2023 (in FC/SUM 2184/2023) for interim joint custody, sole care and control ("C&C") with access to H, permission to move out of the matrimonial home. H in September 2023 then applied (in FC/SUM 2755/2023) to have joint custody of S, (sole) interim C&C with access to W. The Court therefore ordered joint custody of S. In September 2023, the Court ordered that, pending the disposal of the applications, W would have interim C&C of S from Sunday 10am to Thursday sending him to school; and H would have C&C of S from Thursday after school to Sunday 10am ("the interim interim orders"). In December 2023, the Court ordered interim shared C&C of S, broadly in the same terms as the interim interim orders. The orders were that:

> (a) Pending the resolution of the ancillary matters,
>
> > (i) [W] and [H] shall have interim joint custody of [S]);
> >
> > (ii) [W] shall have interim care and control of [S] from Sunday 10am to Thursday sending him to school; and [H] shall have care and control of [S] from Thursday after school to Sunday 10am.
> >
> > (iii) Neither party is to show up at [S]'s school during the other party's interim care and control time.
> >
> > (iv) During each party's care and control time with [S], the other party may have reasonable phone/video access of up to 15 minutes a day.
> >
> > (v) Parties are to have access to [S] on alternate public holidays and school-declared holidays, starting with Christmas Day 2023 which will be spent with [H].
> >
> > (vi) The order dated 7 Sept 2023 that neither party is to take any audio or video recordings or to take photographs of the other party with or without [S] is to stand.
>
> (b) Each party is to bear their own costs.
>
> (c) Liberty to apply.

6 What remains for my decision is the issue of S's care and control (and access), and maintenance. Fixed along with the AM hearing was H's summons

for an injunction to restrain W from changing S's current preschool arrangement pending the resolution of the AMs.

SUM 3674/2024

7 This application, it appears, was founded on the concern that W had made inquiries and taken some preparatory steps to withdraw S from his current preschool, which is near the matrimonial home where S resides with H from Thursday after school to Sunday, and to enrol him in another preschool, which is nearer W's current residence. The filing of the application on 5 December 2024, was, according to counsel, motivated by the fact that W did not reply to H's letter on Sunday, 1 December 2024 seeking confirmation by Wednesday, 4 December 2024 as to W's intended course of action.

8 At the case conference, W confirmed that S would not be transferred until the AMs were resolved. This rendered the substantive prayers in SUM 3674/2024 moot, leaving the issue of costs.

9 I made no order as to the costs of this application.

10 Even if I agreed with W that the particular choice of a preschool is a decision properly of C&C rather than custody (on the authority of the learned district judge in *WUG v WUH* [2024] SGFC 11, whose decision was upheld by the High Court), this would not necessarily have entitled W to unilaterally switch S's preschool, because C&C in this case—unlike in *WUG v WUH*—was shared. It therefore stands to reason that H ought to be part of the decision to switch preschools.

11 More to the point, H's argument was that there was urgency to the application because he had discovered in the last week of November 2024 that

W was intending to withdraw S from the preschool. Although the preschool teacher had scheduled a meeting with both parents on 5 November 2024, H says that he did not receive a response to his letter, and he did not wish to attend the meeting only to be informed that the change in school was confirmed.

12 However, I am not persuaded that there was an urgency in the application.

(a) First, it was already made known in W's affidavit, filed on 7 September 2024, that W had found another childcare centre and secured a vacancy for Kindergarten 1 intake in January 2025, and intended to switch preschools in December 2024.[1] H's supposed discovery in November 2024 that W was preparing to go ahead with the change of preschool in December 2024 therefore should not come as a surprise.

(b) Second, H had already made known to S's preschool on 29 November 2024 (through the messaging function on the preschool's mobile application) that he had joint custody and shared C&C over S, and that he wished to be informed if W requested to withdraw S from the preschool. W then interjected to say that she would inform H when she makes the request, and that she "[would] confirm next week" (*ie*, the week of 2 December 2024). This alone might not have fully quelled H's concern that the withdrawal might be crystallised by the time he was made aware of it, but the teacher in response informed H and W that the director wished to meet both parents on 5 December at 1pm. In my view, this ought to have been treated as an indication that matters were fluid rather than finalised; it would in my judgment have been unusual for the

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[1] P2AOM, paragraph 169.

director to call a meeting if it were only to inform H of an irrevocable withdrawal from the preschool.

13 For the above reasons, I make no order on the application, and no order on costs of the application.

AMs

14 At the outset of my decision on the AMs, I record my disappointment and disapproval of the parties on two matters.

15 Parties were essentially reprimanded in the District Judge's judgment on interim C&C in December 2023 for filing affidavits in excess of a hundred pages each, rehashing grievances with each other in detail. That hardly changed in the next three rounds of affidavits filed for the AMs; the text of the parties' affidavits alone totalled over 360 pages; this was very nearly the same length as the text of the affidavits in the first three rounds of affidavits.

16 Additionally, even though the District Judge had tried to impress on both parties that the need to spend quality time with S ought to trump the need to outshine the other parent, both parties continued to use the language of a "primary caregiver". From my reading of the affidavits, it appears to me that both parties played important roles in bringing S up. Neither parent has been anywhere near perfect, and neither could have done it without the other. It would be unfair to call either parent the primary caregiver to the exclusion of the other.

Custody

17 There is no dispute that custody is to be joint.

C&C

18 Each parent sought sole C&C of S.

19 The parents' prayers for sole C&C is understandable, considering that W takes the view that shared C&C is not working out as ideally as was hoped, and that S will start formal primary school education in 2027. It has been recognised that a shared C&C arrangement may not be practical once a child commences formal education (*ATZ v AUA* [2015] SGHC 161 at [107]). Among other concerns, it would be impractical to require S to keep duplicate sets of school materials, or to require S to have to carry extra materials from one residence to the other so that he can keep up with a shared C&C arrangement.

20 There is, of course, no dispute that the appropriate order depends on what is in the best interest of S. The non-exhaustive factors to be considered include:

(a) The child's physical, emotional and educational needs, and his physical and emotional safety;

(b) The capacity of each parent to provide for the child's needs and ensure the child's safety;

(c) The child's relationship with each of his parents and with any other caregiver;

(d) The need to ensure a continuing relationship between the child and his parents; and

(e) The effect of any changes to the child's life.

21 In my judgment, the considerations in this case were rather finely balanced.

Bond with S

22 In cases involving young children, the Court generally favours awarding C&C to the mother. The factors in this case generally tend to reinforce rather than displace this position.

23 H argues that S shares a close bond with him, on the basis of several messages from W to H expressing various levels of disappointment or frustration that S was trying to look for H rather than W, or that S was uncooperative with W because S wanted to be with H. I do not make very much of these arguments, because, generally speaking, the most recent of such messages date back to 2022. This pre-dates even the divorce proceedings by nearly a year. Between the last of such messages and now, the dynamics of S's relationships with H and W could have—and, in fact, would have, in view of the interim C&C order—changed a lot.

24 To be clear, I do not regard W as attempting to repair her relationship with S at the eleventh hour for the purpose of "winning H at the C&C battle". The fact that W has been expressing this kind of disappointment and frustration suggests to me that W exhibits cares about her relationship with S, and desires for it to improve.

Maintenance of status quo

25 Presently, there is shared C&C with 4 weekdays to W and essentially 1 weekday and the weekends to H.

26 I acknowledge the principle that preserving the status quo for stability is in the welfare of the child (*ALJ v ALK* [2010] SGHC 255). It is true that the status quo has essentially arisen from the interim C&C order (as opposed to having arisen organically). Nonetheless, I do not think that this precludes the court from considering that one desideratum of this exercise is the maintenance of status quo.

27 The more pressing problem is that, short of ordering shared C&C—which neither party seriously disputes is not functioning well in their case—the status quo will be upset, since it would appear that the remaining options are sole C&C to one of the parents.

28 In the circumstances, the eventual arrangement which in my judgment best preserves (or at least approximates) the status quo, on the premise that sole C&C is given to one parent, would be to allow W to have C&C with reasonable access to H (as opposed to leaving C&C with H with reasonable access to W).

(a) First, in my judgment, W is the parent exercising more rigour and discipline over routine (I elaborate more on this later). This discipline and routine will in my view be increasingly important as S prepares to enter formal education.

(b) Second, W is the parent who has had the clear bulk of the weekdays with S in this interim period. Undoubtedly, she would have had a larger hand in shaping S's daily routines where the routine matters most, and she would also have the experience in managing S's routine. It would seem to me less disruptive to S (and therefore be in S's best interests) to allow W to have C&C of S and manage S's weekday routines, than to allow H to have C&C of S. Considering that the relationship between W and H is especially acrimonious, and W and H

have clearly different parenting styles, awarding C&C to S would mean a reversal of schooling routines with which S would have been accustomed. I consider that this would be distressing for S.

Parents' capacity to provide for S's needs

29 In general, it is apparent that both parents' parenting styles differ significantly. W has come across as the more organised parent, and the routine-setter and the disciplinarian. W has, in her affidavit, has set out the routines which she observes or intends for S. I find these to be generally sensible. H, on the other hand, comes across as the more laissez-faire parent, and more willing to depart from routine. In my view, as time wears on, S will need to observe an increasingly rigorous and structured schedule, as he emerges from kindergarten and enters formal primary school education. In the circumstances, it seems to me to be in S's best interests to have W, as the more regimental parent, to manage S's day-to-day care on the weekdays generally, and H to enjoy time with H on the weekends.

30 Even if I give allowance for the fact that W, having interim C&C for the most part of the weekdays, would be in a better position than H to describe S's routine, I do not think that entirely accounts for the fact that H's proposals for access (flowing from his submission that he receive sole C&C) are, as W submits, less feasible in comparison. H had proposed that he have C&C of S from Tuesday after school to Sunday 11am, while W has access from Sunday 11am to Tuesday sending him to school. This appears to give H the benefit of more time with S, but it retains the difficulties that shared C&C entails, in terms of handing-over during school days. In my judgment, this arrangement is not in the interest of W insofar as preserving the bond between W and S is concerned.

31 In terms of meals, I also note that W is in a better position to make home-cooked meals for S. H, despite working from home, relies on meal delivery services. In my view, this factor favours W slightly.

32 In terms of the time and attention that each parent has for S, the considerations are finely balanced. It appears to me that W has a more demanding daily schedule and may come home from work later on some days. H is able to work from home, but the benefits that he gains from that are somewhat negated by the fact that he has to travel overseas on occasion for work and will have to enlist the help of extended family. H's work arrangement may be coordinated well with a shared C&C arrangement, but it will come under strain if H has sole C&C. Although there is nothing wrong *per se* with enlisting the help of family members for child-minding, the parent's personal involvement would be slightly more beneficial to the child insofar as supervising homework is concerned.

Acrimony and gatekeeping

33 H makes several arguments that W is the less appropriate C&C parent, because of various instances of gatekeeping, inflammatory, and litigation-oriented conduct. These allegations include:

(a) W seeking to unilaterally withdraw S from his current preschool and enrol him in another;

(b) W being uncooperative during video-call access;

(c) W expressing her animosity towards H by:

(i) Calling H a monster in front of S;

(ii) Rebuffing H with harsh messages;

(d) W ceasing her attendance at counselling; and

(e) W subjecting S to photo-taking for the purpose of amassing photographic evidence.

34 On the whole, I was not entirely impressed by H's factual allegations.

35 It is true that W's conduct has not been exemplary. For example, there was no need for W to insist that H is a monster, or to say that the matrimonial home is a scary place. There was no need to castigate H for season's greetings or pleasantries, as W has done on some occasions. However, these appear to be better characterised as occasional outbursts at H, rather than a ceaseless campaign of vilifying H. It is somewhat ironic that H has now capitalised on these to argue that W is the source of the acrimony, when H's detailed, almost blow-by-blow account of W's conduct—which I found to be characterised in a critical manner—would itself have contributed to the acrimony. If H's affidavit and submissions are any guide, H is relatively likely to influence S's views of W, just as W is likely to influence S's views of H.

36 H has also argued that W has subjected S to a barrage of photo-taking. For example, H says that, when S had a runny nose, W would take a photo of S with his mucus running down to his chin, rather than wipe him up. However, these photographs were contemporaneously sent to H to keep him apprised of S's condition, rather than preserved as evidence to be presented in Court for the first time. Again, it seems somewhat ironic that these photographs surfaced in H's affidavit (to argue that W was gathering evidence) rather than W's affidavit (to argue that H did not take sufficient care of S's health).

37 I am also not prepared to say that the steps taken by W to withdraw S from his current preschool is a clear instance of gatekeeping conduct. W has

offered a perfectly reasonable and plausible explanation for wanting to change S's preschool. It is true that W has passed comments that gives the impression that she does not quite welcome H's involvement in the decision on whether to change S's preschool, but it is also true that W has held her hands pending the outcome of my decision.

38 As for video-call access, I am not overly troubled if video-call access has not been progressing smoothly, as I am satisfied that the final orders for physical access will suffice.

39 On the whole, I do not consider that there is any gatekeeping, inflammatory, and litigation-oriented conduct of sufficient severity that leads me to think that W will interfere with H's access to S, or materially compromise H's relationship with S.

Personal idiosyncrasies

40 I turn to consider the personal idiosyncrasies of H and W, which I consider favour W slightly.

41 It appears to me that W is less inhibited in her outbursts and use of intemperate language or behaviour around S. However, this appears to be improving. Although H has listed a number of examples in which W was intemperate, they appear to be decreasing slightly in frequency as time goes on, and more importantly, they appear to be increasingly directed at H (*ie*, away from S). Although H pointed out that W defaulted on court-ordered counselling sessions, W clarified that while she stopped attending the *joint* counselling sessions as she found it unproductive, she continued with *personal* counselling.

42 A factor that weighs slightly in favour of sole C&C to W is that H has, over the course of divorce proceedings, picked up smoking. This is, in contrast to W's conduct, a downward trajectory in my view. H's counsel has said that H smokes only when the child is not around, and he was sure that H would be willing to give an undertaking that H will not smoke going forward. However, on the record, all that H has said—and he has had the opportunity to do so—was that he would not "expose [S] to such smoke". Unless H kicks the habit completely, S will still be exposed to second-hand smoke, which is deleterious to S's health. In my view, this slightly tilts the balance in favour of awarding C&C to W.

Conclusion

43 Taking the above considerations into account—in particular each parent's capacity and ability to provide for S's needs and to observe routines with S, I consider that S would be slightly better off under circumstances where C&C is awarded to W. Accordingly, I consider it in the best interests of S for W to have C&C of him, and order accordingly.

Access

44 It follows from the above that H is to have reasonable access to S.

45 H sought highly detailed access orders. I am generally not in favour of making detailed access orders, but in this case I will go into some detail, considering that the acrimony between parties is such that a broadly-worded order is far too likely to result in further disagreements between parties.

46 That said, I was not inclined to make orders along the lines of what H sought. H, for example, sought to divide each long school holiday exactly into

half, and to divide Chinese New Year ("CNY") into a series of trade-offs where each parent would take turns to have access to S for the entire of the first day of CNY in one year, and in the other for the eve of CNY and the second day of CNY. In my view, this is undesirable considering that S will have to undergo up to four handovers in three days, and it appears to stem from H's deep-seated aim to split access right down the middle—again, something which the learned DJ tried to persuade parties against desiring in her judgment on the interim orders.

Location of the handover

47 Parties also disagreed as to the location of the handover. H wished for the handover to be at the lobby of his residence, while W wished for the handover to be at a "neutral" public place. However, I do not consider Paya Lebar MRT station to be as neutral as W makes it out to be, considering that it is far nearer to W's residence than it is to H's residence. In the circumstances, I consider it fairer for each parent to be picking S up from the other parent's residence (or from school, if S is schooling).

Terms of access

48 In my view, if school holidays or public holidays fall within a long school holiday period (*e.g.*, Christmas falling within the December holiday period), it would not make very much sense to exchange access for a single day. This, it seems to me, is disruptive to S's schedule. The exception is Chinese New Year, being the culturally significant holiday that parties wished to have a specific provision for.

49 Parties had also sought a clarification on the judgment of the learned DJ who gave the interim orders in relation to holidays longer than a day. In my

view, the DJ's premises and conclusions were clear, and there was in my view no ambiguity that required a clarification with the DJ who issued the order. As the DJ said, longer holidays need not be split exactly down the middle, because it is impractical, because moving between homes every day is disruptive, and because it simply furthers the parties' calculative behaviour. For these reasons, with which I agree, where there are consecutive days which are either gazetted a public holiday or declared a school holiday, I will treat them as a single holiday. I expect that, in the long run, any inequality in the amount of holiday time that S will get to spend with each parent will even out

50 Barring any agreement which the parties might reach, I will order that access be on the following terms.

(a) H is to have access to S every Friday (after school, or if S is not attending school on Friday, at 10.30am), to Sunday 10.30am.

(b) **Long school holidays**. For school holidays which are at least 1 week in duration, parties shall have access to S on alternate weeks. Parties shall take turns to have access to S on the first week of long school holidays, beginning with W.

(i) If H has access on the first week of a long school holiday, H is to have access to S from the Friday preceding the long school holiday, to the following Sunday 10.30am.

(ii) If H has access on any other week, H is to have access to S from Sunday 10.30am, to the following Sunday 10.30am.

(iii) During each party's care/access period, the parent may bring S overseas for holiday, on the condition that he/she informs

the other parent at least 14 days in advance of the intended itinerary.

(c) **School holidays/public holidays outside the long school holiday period**. Parties are to have access to S on alternate holidays.

(i) For this purpose, where school holidays and/or public holidays fall on consecutive days, they will be considered a single holiday. Chinese New Year (including the eve thereof) is **not** considered a holiday (or a part thereof) for the purpose of this order. Handovers are to take place at Paya Lebar MRT station.

(ii) If H has access on a holiday which begins on a weekday, then parties are to hand S over at 10.30am that day.

(iii) If H has holiday access which ends on a Sunday to Wednesday, parties are to hand S over at 8.30pm that day.

(iv) If H has holiday access which ends on a Thursday, then, despite my orders above, H is to have access for Thursday evening to Friday as well (*i.e.*, H is to drop S off at school on Friday morning, and pick S up after school for weekend access).

(v) If S has access on a holiday which begins on a Saturday or Sunday, then parties are to hand S over at 10.30am that day.

(vi) If S has holiday access which ends on a Friday or Saturday, parties are to hand S over at 8.30pm that day.

(vii) If W has holiday access which ends on a Sunday, then, despite my orders above, W is to have access for Sunday evening as well.

(d) **Chinese New Year**.

(i) Time during the Chinese New Year holidays shall be split into two periods: the **first** beginning from after school on Chinese New Year eve (or 10.30am that day, if it is not a school day) to 4.30pm of the 1st day of Chinese New Year; and the **second** beginning immediately thereafter, to 8.30pm of the 2nd day of Chinese New Year.

(ii) W shall have access to S for the first period in odd-numbered years, and the second period in even-numbered years.

(iii) H shall have access to S for the first period in even-numbered years, and the second period in odd-numbered years.

(e) The parent exercising right of access is to pick S up from school (if S is schooling), or from the main entrance of the residence of the parent ceding access.

51 Considering that video call access has been an additional source of acrimony for parties with limited benefit for S in terms of building and maintaining his relationship with the parent who is not having physical access, I will not make specific orders for video call access. However, it remains part of each parent's duty to facilitate and not to disrupt S's communications with the other parent, should S wish to do so.

Maintenance

52 W, on the basis that she has C&C of S, sought reasonable maintenance of S to be paid by D, until S either turns 21 years of age or obtains his first university degree, whichever is later.

Proportion of contribution

53 W, in her submissions, estimates S's monthly expenses at $2,383.50. W says that, on the basis that the monthly salaries of W and H are about $15,000.00 and $13,000.00 per month, respectively, H should be responsible for 46.4% of S's monthly expenses, which would be $1,105.94 per month. H disputes his means, and claims that his annual income, for the purpose of Year of Assessment 2024, is $126,306, and that therefore he should contribute only 35% to the maintenance of S.

54 Although H's notice of assessment is not in evidence, I accept that his income for calendar year 2023 is approximately $126,306, on the basis of the year-to-date salary figure on his December 2023 payslip.[2] As for W's income, given that her employment commenced in February 2024, it is understandable that she did not submit a notice of assessment. Her employment contract indicated that, apart from 15 months' guaranteed salary plus bonus (at $12,000 per month), she would be entitled to 5% of the treatment value of medical fees which she charges, and 10% of the product value of herbal medicines prescribed, plus bonuses at the discretion of the company. In all likelihood, this would put her income slightly in excess of the round figure of $180,000 that she submitted in Court. Had W's salary been a flat sum of $180,000, then H ought to contribute about 41.2% towards the maintenance of S, assuming that each party contributes in proportion to his or her income relative to their aggregate income. Given that W's salary is likely to be higher, but approaching this conservatively, I would notionally order that H contribute a round proportion of 40% towards the maintenance of S.

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[2] P1AOM, page 91

Line items

55 Essentially, both parties accept a budget of $100.00 per month on clothes, and $1,008.00 per month on preschool fees. I turn to the individual line items which were disputed.

56 In terms of eating out, H takes issue with W's estimate of $200.00 per month on the basis that W, by her own claim, makes home-cooked food for S at least 3 of the 4 nights that he is with her, and that they will go to her parents' place twice a week for dinner. H says that a figure of $100.00 is fair. On the other hand, as W points out, H has budgeted $1,000.00 per month on his own eating out (although this includes buying food for parents). In this light, $100.00 appears to me to be unnecessarily restrictive. Considering the frequency with which W plans to eat at home, and her planned expenditure on groceries, I will allocate a budget of $150.00 for eating out, being the midpoint of W's and H's estimates.

57 In terms of transport costs, I agree with W's estimate of $200.00 per month, considering that W sends S to preschool by private hire 16 times per month.

58 In terms of medical costs, I will accept H's estimate of $100.00 per month. Although W submitted that medical and dental costs for children are slightly higher when they fall sick, there appears to be nothing in the record that supports this proposition. In fact, it might be thought that children's medical and dental fees are lower considering that they are more heavily subsidised. In this light, W's estimate of $300.00 per month—or $3,600.00 per year—is in my judgment excessive.

59 In terms of toys, I accept H's estimate of $50.00 per month. In my view, the point is not so much whether H or W is characterised as the "fun parent". $50.00 a month means $600.00 a year, and in my judgment, that is an adequate amount to be spending on toys. Likewise, I would consider W's estimate of $200.00 per month—or $2,400.00 per year— to be excessive.

60 In terms of diapers and milk powder, I accept H's estimate of $40.00 per month. As H points out, P's own evidence is that S is essentially toilet-trained, and generally is not allowed diapers anymore. Going forward, S is starting Kindergarten 2 in a few months, and his expenses in this regard will decrease in the coming months. I leave the $40.00 there as S will incur more of other costs (*eg*, the expenses for S's food will increase as he grows).

61 In terms of household expenses, H disputed W's claim of $275.50 as S's share of household expenses, and was prepared to concede only $100.00 per month. The household expenses, in this regard, would include groceries, utilities and phone charges. In my view, $275.50 is not an unreasonable sum to represent S's share of household expenses in a two-person household.

62 Based on the above, the total expenses for S would be $1,923.50 per month. At 40%, it would be $769.40. In the circumstances, I order that H pay W a monthly maintenance of a round sum of $770.00.

63 To avoid doubt, this sum takes into account S's preschool fees at $1,008.00. In the event that S changes preschools, or when S enrols into primary school, maintenance may be varied accordingly.

Duration of maintenance

64 I decline to order maintenance to be paid until S obtains his first university degree. S is currently five years old, and it is speculative whether he can or will eventually enter university. In the event that he does, nothing I say forecloses the possibility of bringing a further application either to very child maintenance or for fresh maintenance in favour of S.

Conclusion

65 In summary, my orders are as follows:

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1. No order on the application.
2. No order as to costs.

D 1867/2023

Care and control

1. The plaintiff is to have care and control of the child of the marriage ("S").

Access

2. The defendant is to have access to S every Friday (after school, or if S is not attending school on Friday, at 10.30am), to Sunday 10.30am.
3. Long school holidays.
    a. For school holidays which are at least 1 week in duration, parties shall have access to S on alternate weeks. Parties shall take turns to have access to S on the first week of long school holidays, beginning with the plaintiff.
    b. If the defendant has access on the first week of a long school holiday, the defendant is to have access to S from the Friday preceding the long school holiday, to the following Sunday 10.30am.

c. If the defendant has access on any other week, the defendant is to have access to S from Sunday 10.30am, to the following Sunday 10.30am.

d. During each party's care/access period, the parent may bring S overseas for holiday, on the condition that he/she informs the other parent at least 14 days in advance of the intended itinerary.

4. School holidays/public holidays outside the long school holiday period.

a. Parties are to have access to S on alternate holidays.

b. For this purpose, where school holidays and/or public holidays fall on consecutive days, they will be considered a single holiday. Chinese New Year (including the eve thereof) is not considered a holiday (or a part thereof) for the purpose of this order. Handovers are to take place at Paya Lebar MRT station.

c. If the defendant has access on a holiday which begins on a weekday, then parties are to hand S over at 10.30am that day.

d. If the defendant has holiday access which ends on a Sunday to Wednesday, parties are to hand S over at 8.30pm that day.

e. If the defendant has holiday access which ends on a Thursday, then, despite para 2, the defendant is to have access for Thursday evening to Friday as well (*i.e.*, the defendant is to drop S off at school on Friday morning, and pick S up after school for weekend access).

f. If S has access on a holiday which begins on a Saturday or Sunday, then parties are to hand S over at 10.30am that day.

g. If S has holiday access which ends on a Friday or Saturday, parties are to hand S over at 8.30pm that day.

h. If the plaintiff has holiday access which ends on a Sunday, then, despite para 2, the plaintiff is to have access for Sunday evening as well.

5. Chinese New Year.

a. Time during the Chinese New Year holidays shall be split into two periods: the first beginning from after

school on Chinese New Year eve (or 10.30am that day, if it is not a school day) to 4.30pm of the 1st day of Chinese New Year; and the second beginning immediately thereafter, to 8.30pm of the 2nd day of Chinese New Year.

b. The plaintiff shall have access to S for the first period in odd-numbered years, and the second period in even-numbered years.

c. The defendant shall have access to S for the first period in even-numbered years, and the second period in odd-numbered years.

6. The parent exercising right of access is to pick S up from school (if S is schooling), or from the main entrance of the residence of the parent ceding access.

7. Liberty to apply.

Maintenance

8. The defendant is to pay the plaintiff $770.00 per month as maintenance for S, on the last day of every month, with effect from September 2025.

66 H has appealed my decision on the ancillary matters.

Chua Wei Yuan
District Judge

Wang Liansheng with Petrina Tan [Bih Li & Lee LLP] for the Plaintiff;
Jenson Lee Xiancong [JL Law Chambers LLC] for the Defendant.
