

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 3

District Court Appeal No 9 of 2024

Between

WWQ

... Appellant

And

WWR

... Respondent

JUDGMENT

[Family Law — Maintenance — Child]

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WWQ

v

WWR

[2025] SGHCF 3

General Division of the High Court (Family Division) — District Court
Appeal No 9 of 2024 and Summons No 309 of 2024
Choo Han Teck J
16 January 2025

21 January 2025

Judgment reserved.

Choo Han Teck J:

1 The appellant (the “Wife”) and the respondent (the “Husband”) were married on 31 May 2003 in Nottingham, United Kingdom. The Husband, aged 46, is a Spanish citizen and Singapore Permanent Resident. He works as a full-time teacher at an international school in Singapore. The Wife, aged 48, is a Singapore citizen. She holds a management position in a non-profit organisation in Singapore. They have one child, aged 12 (the “Child”) who is presently schooling in Singapore. The Wife filed for divorce in Singapore on 13 August 2014. On 26 March 2015, interim judgment (“IJ”) was granted and parties agreed on ancillary matters by a consent order (the “Consent Order”). On 6 January 2023, the Husband filed his application in FC/SUM 61/2023 to vary the Consent Order. The District Judge (“DJ”) granted the application on 17 January 2024. The Wife appeals against the DJ’s decision to vary the

Husband's payment of maintenance for the Child from S\$1,400 to S\$850 per month.

2 Sections 118 and 119 of the Women's Charter 1961 (2020 Rev Ed) (the "WC") allow the court to vary agreements for maintenance where it is satisfied that there has been a material change in the circumstances. The circumstances in question must be those prevailing at the time the agreement for maintenance was entered into: see *AYM v AYL and another appeal* [2014] 4 SLR 559 ("*AYM v AYL*") at [14].

3 The Wife argues that the DJ had erred in varying the Child's maintenance downward because the Husband failed to adduce evidence to prove that there had been a material change in his circumstances. She contends that the Husband failed to show that his expenses had increased to the extent that he was no longer able to afford S\$1,400 monthly for the Child. The Wife points out that in the Husband's affidavit dated 6 January 2023, he referred to "TAB 8" as documentary evidence in support of his list of expenses. However, there was no "TAB 8" annexed to the affidavit and he did not rectify this.

4 The Husband contends that his affirmation on affidavit is evidence that his list of expenses amounted to S\$4,103.30 per month (inclusive of his monthly rental of S\$1,000 at that time). He claims that at the time the IJ was granted, he earned a monthly salary of €2,200 (approximately S\$3,280 as at 26 March 2015) and lived with his mother in Spain. Therefore, he spent significantly less on food since his meals were prepared by his mother at home. He also argues that he had simply "given in" to the Wife's demands regarding the terms of the Consent Order without giving further thought on the Child's needs and expenses. After the IJ was granted, however, he was retrenched from his job in Spain in mid-2019, moved to Singapore in November 2019 and was

subsequently employed as a relief teacher in an international school. His monthly expenses increased due to his payment for rent, meals and household expenses in Singapore. He argues that the Wife failed to raise any objection in respect of the documents which were inadvertently omitted from his affidavit during the hearing below.

5 Having reviewed the evidence, I am of the view that the Child's maintenance should not have been reduced. The Husband's last known income was in 2022, when he was still a relief teacher in an international school. His salary varied from month to month, averaging S\$4,529 per month (pre-CPF deductions). The Husband has since assumed a full-time role at the same international school. This was confirmed by the counsel for the Husband during the hearing before the DJ on 22 June 2023. It therefore cannot be said that there has been any reduction in the Husband's income since the IJ date in 2015. Further, the Husband did not adduce any convincing evidence to justify his increased monthly expenditure of S\$4,103.30. In the Husband's affidavit dated 6 January 2023, he asserted that his monthly rental expenses were going to spike from S\$1,000 to S\$2,500 but again did not show proof or explain why. The Husband's assertion of an increase in his expenses, without more, does not show a material change in circumstances warranting a downward variation of the Child's maintenance.

6 Furthermore, the original amount of S\$1,400 was the result of an order by consent between the Husband and the Wife. A court will not lightly vary the terms of a settlement agreement simply because in the court's view such revision would lead to a more equitable result. The court has to respect the fact that the parties would have had their own private reasons for agreeing to the settlement: see *AON v AOO* [2011] 2 SLR 926 at [24], referring to *Lee Min Jai v Chua Cheow Koon* [2005] 1 SLR(R) 548 ("*Lee Min Jai*") at [5]–[6]. Although

Lee Min Jai concerned s 112(4) of the WC (instead of ss 118 and 119), the same principle ought to apply. The Husband claims that he signed the Consent Order in 2015 when he was suffering from a depressive episode. Nevertheless, I do not think that suffices to prove that the Wife took an unfair advantage over him in the course of negotiating the Consent Order.

7 I therefore allow the appeal in its entirety. Given that the Husband has only been paying S\$700 for the Child's maintenance since 2 January 2020, I also order for the maintenance to be backdated to 2 January 2020. This amounts to a lump sum of S\$42,000 (*ie*, 60 months x S\$700). Nevertheless, a lump sum payment may not be appropriate in this case since it may cripple the Husband financially: see *AYM v AYL* at [18]. As such, I order the Husband to pay the backdated maintenance in instalments of S\$1,000 per month for the next 42 months.

8 For completeness, I note that the Wife filed HCF/SUM 309/2024 to adduce fresh evidence. This application was discontinued since the Wife decided not to pursue an appeal on the issues of custody and access of the Child. Therefore, there are no orders made on HCF/SUM 309/2024.

9 Counsel are to submit on costs in writing by 31 January 2025.

- Sgd-
Choo Han Teck
Judge of the High Court

Alfred Dodwell and Lolita Andrew (Dodwell & Co LLC) for the
appellant;
Audrey Liaw Shu Juan and Tan Renyi Jerome-Jon (PY Legal LLC)
for the respondent.