

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 46

Originating Summons (Probate) No 6 of 2024
(Summons No 116 of 2025)

Between

(1) WVD
(2) WVE
(3) WVF

... Claimants

And

(1) WUR
(2) WUS
(3) WUT
(4) WUU
(5) WUV
(6) WUW
(7) WUX
(8) WUY
(9) WUZ
(10) WVA
(11) WVB
(12) WVC

... Defendants

JUDGMENT

[Civil Procedure — Costs — Instalment order]

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WVD and others

v

WUR and others

[2025] SGHCF 46

General Division of the High Court (Family Division) — Originating Summons (Probate) No 6 of 2024 (Summons No 116 of 2025)
Choo Han Teck J
31 July 2025

7 August 2025

Judgment reserved.

Choo Han Teck J:

1 The respondents in this action (the “Respondents”) obtained judgment against the applicants (the “Applicants”) in FC/S 1/2020. The 1st Applicant was the sole executor and trustee of his late mother’s (the “Deceased”) estate. The 2nd and 3rd Applicant are the 1st Applicant’s children, and the Deceased’s grandchildren. They were named as nominal defendants in FC/S 1/2020. The 3rd Applicant was (and still is) a minor, and is thus represented by her mother, the wife of the 1st Applicant (the “Litigation Representative of 3rd Applicant”). The District Judge (“DJ”) in FC/S 1/2020 found the 1st Applicant in breach of his fiduciary duties as executor and trustee of the estate and also directed the 1st Applicant to produce the accounts of the Deceased’s estate: see *WUR and others v WVD and others* [2024] SGFC 13 at [2].

2 The Applicants, dissatisfied with the DJ's decision, wanted to appeal but were out of time. They then filed HCF/OSP 6/2024 for an extension of time to file an application for leave to file a notice of appeal out of time. I dismissed their application on 6 March 2025 and ordered costs against them as follows:

- (a) 1st Applicant to pay \$5,000;
- (b) 2nd Applicant to pay \$1,500; and
- (c) Litigation Representative of the 3rd Applicant to pay \$1,500.

The Applicants now applies by HCF/SUM 116/2025 (the "Application") to make payment of the costs in instalments. Mr Ramesh, counsel for the Respondents objected to the Application in procedure and substance.

3 Mr Ramesh submitted that the Application is procedurally flawed because the General Division of the High Court has no power to make instalment payment orders for costs. He relies on the decision in *Tan Meow Hiang (trading as Chip Huat) v Ong Kay Yong (trading as Wee Wee Laundry Service)* [2023] SGHC 286 ("Chip Huat") in support. In *Chip Huat* at [13]–[17], the learned Judge observed that the General Division of the High Court ("High Court") does not have the statutory power to order for instalment payments in relation to judgments and orders for payment of money generally. See: Benjamin Joshua Ong, "Constitutional Supremacy, Inherent Powers, and Orders that damages or costs be paid in instalments: *Tan Meow Hiang v Ong Kay Yong* [2023] SGHC 286" (2024) 43(2) Civil Justice Quarterly 106.

4 The power to order payment in instalments is conferred on the State Courts and the Family Courts by s 43(1)(b) of the State Courts Act 1970 ("SCA") and s 29C of the Family Justice Act 2014 ("FJA"), respectively. Although this power is not expressly conferred on the High Court, the High

Court is expressly empowered, by s 4(1)(c) of the FJA read with s 27 of the Supreme Court of Judicature Act 1969 (“SCJA”), to have supervisory and revisionary powers over the Family Courts. It cannot be the intention of Parliament that by its silence in this regard, the High Court, which when exercising its supervisory and revisionary powers, is empowered to order instalment payment but not when, as in this case, the matter was originally brought by way of an application directly to the High Court itself.

5 In most, if not all, situations in which an application for instalment payments are made, an order granting it may be the means to ensure justice is done by ameliorating what might otherwise have been a case of hardship. It is in such situations that the High Court can exercise its inherent powers.

6 I agree with the analogy in the Prof. Benjamin Ong’s article regarding s 68 of the SCA. S 68(1) of the SCA (and s 45(1) of the FJA), expressly provides that judges of the lower court have immunity from suit, but here there is no equivalent statutory provision regarding superior courts. It seems obvious, however, that the superior courts must enjoy the same immunity — a protection long accepted by common law: see *AHQ v Attorney-General and another appeal* [2015] 4 SLR 760 at [18]–[19]. That the power to order instalment payments may be expressly provided in the SCA and FJA, but it does not follow that it is required in the SCJA for it is a power inherent to the High Court, to grant an instalment order for costs.

7 At [24] of *Chip Huat*, the learned Judge stated that the UK had statutorily provided the power for the High Court of England and Wales to make instalment orders. He then cites rule 40.11(a) of the Civil Procedure Rules 1998 (SI 1998 No 3132). However, as pointed out by Prof. Benjamin Ong, the rule

does not confer the power upon the courts. It simply facilitates the process should the court order payment by instalment.

8 Prof. Benjamin Ong also notes that the High Court's inherent power to order instalments can also be gleaned from the decision of *Phan Pow v Tuck Lee Mining & Co* (1959) 25 MLJ 32 at 331. In that case, the Malayan courts had ordered damages to be paid in instalments, even when the express instalment legislation was abolished. Further supporting the conclusion that the court does have the inherent power to order instalment payments.

9 As the Family Division of the High Court is a division of the General Division of the High Court; s 4(1) of the Family Justice Act 2014, I am of the view that it is empowered to make an order for instalment payment if the application so merits. I will now turn to the substantive objections raised by the Respondents.

10 Substantively, an order for instalment payments is a balancing act between the right of the judgment creditor to his entitlement under the judgment, and hardship to the judgment debtor. Only in special circumstances of hardship would it be just and equitable to make an instalment order: *Chip Huat* at [28]. Ordinarily, a debtor has to pay what is due. The facts of the case will determine whether there are special circumstances. One example is where the creditor may not recover the debt due to him should he drive the debtor into bankruptcy when he might have recovered the full debt by instalment over time.

11 Mr Ramesh submits that the Applicants have not given full and frank disclosure of their financial position to justify this Application. However, the Applicants produced screenshots of their bank balances, showing clearly that they do not have the means to pay in full in one payment. The Applicants offered

to produce further information. The Applicants are immediate family members. Before me, they gave account of their individual financial circumstances. The 1st Applicant has been unemployed since 2021. Although he holds a master's degree, he has been finding difficulty with his employment due to his age — he is 64. The 2nd Applicant, aged 23, is unemployed. He is a diploma holder and was working as a data entry clerk earning an hourly rate of \$12 per hour before his contract ended. His last drawn salary for a calendar month was \$700. The Litigation Representative of the 3rd Applicant has two jobs. One as a document controller in a statutory board which pays \$3,000 per month, and another as a part time worker in a convenience store. To assess whether instalment payments ought to be made, the court must assess if the judgment debtor is at risk of being rendered impoverished, and deprived of all means of livelihood; *Chip Huat* at [30]. I find that, should the judgment on costs be enforced as a lump sum, it may impoverish the Applicants. Whereas, the Respondents are more likely to recover their costs fully if the Applicants are given time to pay.

12 I will therefore grant the application to pay the total debt by instalments of \$500 a month. However, as the Applicants were late in payment on their original repayment plan, I therefore order that the proposed instalment plan to commence on the 15th day of the month of this judgment. I further order that should they default in any one payment, even by a day, the entire balance shall become due and payable within seven days, failing which the Respondents are at liberty to enforce the balance of their judgment debt.

- Sgd -
Choo Han Teck
Judge of the High Court

Applicants in person;
Ramesh s/o Varthappan (Legal Minds Practice LLC) and Dew Wong
(Dew Chambers) for the respondents.
