

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 47

District Court Appeal No 1 of 2025

Between

WQG

... Appellant

And

WQF

... Respondent

JUDGMENT

[Family Law — Ancillary matters — Variation]

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WQG
v
WQF

[2025] SGHCF 47

General Division of the High Court (Family Division) — District Court
Appeal No 1 of 2025
Choo Han Teck J
31 July 2025

14 August 2025

Judgment reserved.

Choo Han Teck J:

1 This is an appeal brought against the District Judge's ("DJ") decision to dismiss the ex-wife's (the "Appellant") application to vary the ancillary matters ("AM") order that were made following the Appellant's divorce with the ex-husband (the "Respondent"). The background of the dispute is set out in *WQF v WQG* [2024] SGFC 113 from [1]–[3].

2 In essence, the parties agree that the Respondent shall receive \$475,200 as his 54% share in the matrimonial home. However, they disagree as to how the Respondent is to receive that money. In the lower court, they put forward their respective proposals, and the DJ ordered in favour of the Respondent. The DJ's orders, which is the subject of this appeal, are as follows:

Clause 3

That the matrimonial property at XXX (the “Matrimonial Home”) be sold in the open market within six (6) months from this Order where the sale proceeds shall be utilized as follows:

- a) To make full payment of the outstanding loan (if any);
- b) To pay the HDB resale levy (if any);
- c) To pay all costs and expenses relating to the sale including agent’s commission;
- d) The net sale proceeds are to be divided 54% to the [Respondent] and 46% to the [Appellant];
- e) Each party is to refund his/her own Central Provident Fund (“CPF”) moneys withdrawn for the purchase of the Matrimonial Home with accrued interest from their share of the net sale proceeds in accordance with applicable CPF laws to the parties’ respective CPF accounts;
- f) Parties shall have joint conduct of sale.

The Appellant, dissatisfied with the decision, filed the present appeal in HCF/DCA 1/2025 (the “Appeal”).

3 At the hearing, the Appellant reasserted her proposed variation that she made in the court below. She wants to take over the matrimonial home instead of a sale in the open market and dividing the proceeds. She proposes to make the payment for the Respondent’s share of the property via:

- (a) \$220,000 (cash);
- (b) \$153,900 (from lump sum child maintenance payable by the Respondent); and
- (c) \$101,300 (transfer from the Appellant’s CPF Special Account to the Respondent’s CPF Special Account)

In her written submissions, the Appellant claims that she is no longer asking for the child maintenance to be paid in a lump sum. However, at the hearing, she maintained that prayer. As an alternative to this variation for the child maintenance to a lump sum, she proposed to pay the balance amount, either through her CPF Special Account, or delayed till June 2026, instead of on the date of sale.

4 The Respondent maintains his position made below. At the hearing, his counsel, Mr Yu, submitted that the ancillary hearings have been protracted. The original AM orders were issued on 22 August 2023, and yet, the Respondent has not been paid anything. As such, the Respondent has been unable to move on with his life, and so, asks that the appeal be dismissed.

5 I am of the view that the Appellant's argument that child maintenance should be paid up in a lump sum by the Respondent to fund her purchase of the matrimonial home to be neither fair nor tenable. The purpose of child maintenance is to maintain the child, to pay for his daily living expenses, and not to pay for the purchase of property. Furthermore, I agree with the DJ that lump sum child maintenance is normally not appropriate. Not only does it promote a clean break between the paying parent and the child, which, in most cases, is not in the interest of the child: see *VSL v VSM* [2021] SGHCF 33 at [30], it hinders applications in the future for a variation should circumstances change. In some cases, where, for example, the child is totally estranged from the paying parent and not an infant, the court may accept a clean break solution. This is not such a case.

6 The Appellant argued at the hearing that she is seeking a lump sum maintenance due to the failure of the Respondent to pay the maintenance on

schedule. However, this was disputed. I make no finding as to the veracity of this allegation, as it is not a matter before me. It is a matter for enforcement proceedings. The Respondent is expected to keep a record of payments made — to avoid further proceedings.

7 To address the Appellant’s proposal to delay payment of a remainder sum to a point post the sale, that is also not feasible. The variation of an order should be limited to the extent necessary to give effect to the objective of the order. There must be good reasons why the original order was unworkable: *TYA v TYB* [2018] 3 SLR 1170 at [46]. The intent of the original order was for a sale or a transfer of the matrimonial home. If a transfer is impractical due to the inability of one party to pay, then the sale of the property is the natural alternative. The original order was unworkable because the parties disagree on the payment terms. To allow the Appellant’s appeal, is, in essence, varying the original AM order in her favour. It will not preserve the rights of the parties under the original order, which orders for a clear payment to the Respondent, with no other conditions attached.

8 Thus, I find that there is no need to disturb the finding of the lower court. I agree that this matter has gone on for too long. The Appellant had the means to obtain exactly what she wanted under the initial order, but was unwilling to part ways with her other assets. It was not until the hearing, did she finally say she was willing to sell her condominium apartment to purchase the matrimonial home. Had done so earlier, she would have had the means to purchase the matrimonial home under the initial order.

9 The Appeal is dismissed. Parties are to file their submissions on costs within ten days.

- Sgd -
Choo Han Teck
Judge of the High Court

Appellant in person;
Yu Gen Xian Ryan (Aspect Law Chambers LLC) for the respondent.
