IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 54

District Court Appeal No 109 of 2024

Between

VBR

… *Appellant*

And

VBS

… *Respondent*

JUDGMENT

[Family Law — Maintenance — Child]

VBR
v
VBS

[2025] SGHCF 54

General Division of the High Court (Family Division) — District Court Appeal No 109 of 2024)
Choo Han Teck J
28 July, 19 August 2025

2 September 2025 Judgment reserved.

Choo Han Teck J:

1 The Appellant, a Singapore permanent resident ("PR"), aged 48, is an information technology ("IT") manager at a multi-national corporation. The Respondent, is aged 45 and also a Singapore PR. She was employed as a data analyst, but ceased employment on 23 April 2025. They married in July 2006, and they have a son and a daughter, aged 16 and 13, respectively (the "Children"). The Appellant commenced divorce proceedings on 4 April 2017. Interim Judgment was granted on 16 August 2017 and the Ancillary Matters orders were made on 16 August 2019. The Appellant and Respondent have joint custody over the Children, with the Respondent having sole care and control and the Appellant having access.

2 The present appeal is against the District Judge's ("DJ") decision of 1 November 2024 in FC/SUM 550/2024 and FC/SUM 925/2024. The DJ was

dealing with cross applications on the issue of maintenance. The DJ ordered the Appellant to pay the Respondent monthly maintenance for the Children and to contribute to the monthly school fees at a determined percentage. The order being appealed against is reproduced:

> With effect from 1st November 2024, the [Appellant] will pay the [Respondent] the sum of $2,600 as maintenance for the [Children] every month, together with a 57.50% share of the [Children's] monthly school fees, which currently stand at $580 per child. Payment will be made thereafter on the first day of each month to the [Respondent's] designated account. In respect of the children's school fees, the [Respondent] will inform the [Appellant] in writing within 48 hrs of any change in the school fees so that he can adjust his payment of the same.

3 Specifically, the Appellant appeals as follows:

(a) The DJ overestimated the reasonable expenses of the Children;

(b) he did not consider the Appellant's position for the reasonable expenses of the Children;

(c) he did not take the Appellant's expenses into account;

(d) he disregarded a High Court Order on the payment of the mortgage;

(e) his ruling on the Medical Insurance was ambiguous;

(f) he double counted the Children's expenses for food;

(g) he did not apply the principle of proportionality in maintenance; and

(h) now the Appellant seeks what he considers to be reasonable expenses for the Children, and the distribution between him and the Respondent.

4 I shall consider (a), (b), (e), (f) and (h) together. They concern the DJ's decision on the reasonable expenses of the Children. The Appellant contested almost every expense that was decided upon (points (a), (e) and (f)) and argued that the DJ did not consider his position on the reasonable expenses of the Children (point (b)) and proposes his version of what would be reasonable (point (h)). I am of the view that some items require adjustment. The learned DJ below had included expenditure that would have been incurred by the Respondent in any event (even without care and control), into the expenses of the Children. As held in *WLE v WLF* [2023] SGHCF 14 (*"WLE*") at [18], this should not be considered in determining child maintenance. The consequential orders are therefore:

(a) "Internet/Mobile" charges to be reduced from S$20 to S$10 per child. The learned DJ considered S$20 as covering "internet usage" and "a single subscription to a streaming service". However, the "internet usage" (which is taken to mean "Wi-Fi" expenses) is a cost that would have been incurred by the Respondent (for herself), even if she did not have care and control of the Children. S$10 will remain for the "single subscription to a streaming service".

(b) "Service and Conservancy Charges" is to be excluded. This is an expense that the Respondent would have incurred in any event.

5 However, I disagree with the Appellant that repairs should be excluded. The wear and tear of items will increase with the number of occupants. Unlike

the above-mentioned items, this is not an expense that would have been incurred if the Respondent did not have care and control.

6 Regarding the other points, I find that the DJ's findings were reasonable. The Appellant's allegation that the DJ did not consider his position is rejected. The learned DJ had considered the various positions advanced by the Appellant. This is evident from the remarks column, which sets out the Appellant's objections, and explains why she decided against him. For example, at [25] of his decision, the DJ acknowledged the Appellant's reservations about the Children requiring a domestic helper but still decided in favour of retaining the domestic helper. Accordingly, save for the amendments to "Internet/Mobile" and "Service and Conservancy Charges", points (a), (b), (e), (f) and (h) are dismissed.

7 As to, point (c). The Appellant asserts that his own monthly expenses should be considered when evaluating the Children's expenses. In support, he asserts that he has monthly expenses of S$6,871, and a monthly take-home income of S$8,511. He claims that if he were to pay the amount ordered by the DJ, he would be in deficit every month. However, this argument is unmeritorious. First, the DJ relied on the Appellant's Inland Revenue Authority of Singapore's Notice of Assessments ("IRAS NOA") for 2022 to 2024 to determine that the Appellant's average yearly income is S$141,447.66. This amounts to S$11,787.30 per month. The Appellant has failed to show at the appeal why this finding should be deviated from. Therefore, even if we accept his high monthly expenses, the ordered maintenance is still within his means. Second, and more crucially, I find that his personal expenses should not be a factor in determining what is reasonable for the Children. This is not a case where the Appellant has faced a sudden decrease in his earnings. It is a case where he has taken on significant financial obligations on his own accord. From

his cited expenses, he is incurring S$3,599 per month (S$3,285 for the mortgage, S$314 for the maintenance) based on his decision to purchase a condominium. The Respondent referred to uncontested facts that the current mortgage is higher than the rent the Appellant paid for his previous rental HDB flat. Furthermore, the Appellant has opted to pay almost 75% of his total monthly mortgage with cash instead of increasing the sums paid via CPF. This is a calculated, self-serving financial decision by the Appellant. A reasonable parent who is paying maintenance of his children should live within his means and not take on unnecessary financial obligations that reduces his ability to provide. Therefore, point (c) is dismissed.

8 Turning to point (g), the Appellant asserts that his high monthly expenses should be accounted for in the apportionment of child maintenance between himself and the Respondent. The Appellant argues that the financial burden of child maintenance should be borne equally (*ie*, 50:50), citing *TBC v TBD* [2015] SGHC 130. However, that position has been clarified in *WBU v WBT* [2023] SGHCF 3 ("*WBU*") at [35], where Ong JAD found that:

> 35 I am of the view that there should not be a starting point that parents bear the financial burden of child maintenance equally. While both parents have the *equal parental responsibility* to care and provide for their children (see s 46(1) and s 68 of the [Women's Charter 1961]), it does not necessarily follow that every component of this duty must be borne equally in numerical terms, nor is it possible to divide the parenting duties in strictly mathematical ways. Instead, the financial obligations of parents may differ depending on their means and capabilities (see *UHA v UHB* [2020] 3 SLR 666 at [36]). In respect of maintenance, the Court of Appeal noted in *AUA v ATZ* [2016] 4 SLR 674 (at [41]):
>
> > Undergirding these provisions [*ie* ss 68 and 69(4) of the [Women's Charter 1961]] is the principle which we would, to borrow an expression from another area of the law, call the principle of *common but differentiated responsibilities*: both parents are equally responsible for providing for their children, but their precise obligations may differ depending on their means and capacities

> (see *TIT v TIU* [2016] 3 SLR 1137 at [61]). The [Women's] Charter clearly contemplates that parents may contribute *in different ways and to different extents in the discharge of their common duty* to provide for their children.
>
> [emphasis added]

[emphasis in original]

9 Therefore, there is nothing wrong in principle with the DJ having apportioned the Children's maintenance in unequal proportions, based on the parties respective means and capabilities. Furthermore, the Appellant has not shown why the method of calculation that the DJ adopted was wrong. The Appellant claims that the Respondent earns almost an equal amount based on the payslips from near the time of the lower court's decision and thus should bear an equal proportion. However, it is clear when viewing the IRAS NOA of both parties that their incomes vary significantly. The DJ below correctly adopted this approach as a starting point. In fact, the DJ had also already addressed the Appellant's point in the decision, by accounting for the Respondent's increased income capacity, based on those payslips, in the final apportionment.

10 The Appellant also contends that his personal expenses should be accounted for in the apportionment. It is true that when ascertaining the financial capacity of a party significant liabilities and financial commitments of that party have to be considered (see *WBU* at [38]). The reasonableness of those liabilities and commitments must be taken into account, but from the findings above at [7], the liabilities and financial commitments of the Appellant are unreasonable and self-interested. Therefore, it should not be factored into the apportionment analysis. Accordingly, point (g) is without merit and is dismissed.

11 Lastly, point (d). The Appellant contends that the DJ erred in factoring some part of the mortgage payment into the Children's expenses. He says so because of the consent order dated 7 September 2021, which reads:

> By Consent,
>
> 1. Upon the agreement between the [Respondent] and the [Appellant], the Order of Court dated 13 July 2020, and consequently, the Orders of Court dated 8 February 2021 and 16 August 2019 (the AM Order), be varied in that Paragraphs 5, 6 and 7 of the Order dated 16 August 2019 are to be deleted in its entirety, and replaced as follows:
>
> > *5. Pursuant to s 112 of the Women's Charter (Cap. 353), in full and final settlement of all issues relating to the division of property, all the [Appellant's] rights, interest and share in the matrimonial flat known as and situated at [Block A] (hereinafter referred to as the "the matrimonial flat"), which is in the joint names of the [Appellant] and the [Respondent], shall be transferred by the [Appellant] to the [Respondent] (other than by way of sale) and with no cash consideration and no refund to the [Appellant's] CPF, within four (4) months from the date of this Order (with the parties agreeing to extend the time for completion should the same be required by the mortgagee bank, the HDB and/or the CPF Board, as the case may be), with no payment now or in future to be made by the [Appellant] to the [Respondent] related to the matrimonial flat, subject to the [Respondent] taking over solely the current outstanding loan on the matrimonial flat. The [Respondent] is to bear the costs and expenses of the transfer.*
> >
> > *6. This Order is made subject to the Central Provident Fund Act (Cap. 36) ("CPF Act") and the subsidiary legislation made thereunder in respect of the Member's CPF moneys, property, investments. The Board shall give effect to the terms of this order in accordance with the provisions of the CPF Act and the subsidiary legislation made thereunder."*
>
> 2. Paragraph 8 of the Order dated 16 August 2019 shall be varied to provide as follows:
>
> > *"With effect from September 2021 and until the matrimonial flat is transferred, the [Respondent] shall pay the entire monthly loan repayment amount due in respect of the matrimonial flat."*
>
> [emphasis in original]

12 Based on the consent order, it is a fact that the Appellant is no longer liable to pay for the mortgage of the matrimonial home. However, that does not absolve him of liability to provide for the Children's accommodation. What he is paying for is not the mortgage on the house; he is paying for his share of the Children's accommodation. As held by Ong J (as she then was) in *UEB v UEC* [2018] SGHCF 5 at [7]:

> 7 … In my view, both the moneys that go towards rent and the moneys that go towards a mortgage loan ensures that a wife and child have a roof over their heads. It would not be appropriate for maintenance purposes to make distinctions merely by the way in which the property is being held, such as whether a wife lives as a tenant in a property or is an owner of a property subject to a mortgage. Both are accommodation expenses which the court can take into consideration. …

Therefore, I find that the DJ was correct in accounting for the Children's share of the mortgage payment under their expenses. The Appellant's allegation that the mortgage should be S$1,590 and not S$1,860 is also unfounded. The Respondent has adduced bank statements to prove this in her affidavit filed at the lower court. Accordingly, point (d) of the appeal is also dismissed.

13 Consequently, with the exception of the finding in [4(a)] and [4(b)], the appeal is dismissed.

- Sgd -
Choo Han Teck
Judge of the High Court

Appellant in person;
Respondent in person.