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DISTRICT JUDGE CHIAH KOK KHUN
7 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 10

District Court Originating Claim No 914 of 2025
Registrar's Appeal No 52 of 2025

Between

JEK

… *Claimant*

And

JEL

… *Defendant*

JUDGMENT

[Civil Procedure — Foreign judgments — Enforcement — Common law action for enforcement of foreign judgment *in personam* in Singapore — Requirements for enforcement of

foreign judgment *in personam* — Requirement of foreign judgment being for fixed sum of money — Whether judgment of Stockholm District Court for payment of child maintenance can be enforced in Singapore by way of a common law action]
[Civil Procedure — Pleadings — Striking out of pleadings — Whether abuse of process, under O 9 r 16(1)(b) Rules of Court (2021)]

TABLE OF CONTENTS

JEK
v
JEL

[2026] SGDC 10

District Court Originating Claim No 914 of 2025 (Registrar's Appeal No 52 of 2025)
District Judge Chiah Kok Khun
13 November 2025

7 January 2026 Judgment reserved.

District Judge Chiah Kok Khun:

Background

1 The claimant is a Singaporean. The defendant is a Swedish citizen. The claimant and the defendant married on 8 August 2014. There are two daughters to the marriage, aged nine and ten (the "Children"). The Children have both Singapore and Swedish citizenships. On 12 April 2018, the defendant commenced proceedings in Sweden for the dissolution of their marriage. The petition was granted by the Stockholm District Court, and the marriage was dissolved on 7 September 2018.

2 On 26 May 2020, the Stockholm District Court issued a judgment (the "SDC Judgment") under which the defendant is to pay $1,224 per month in child maintenance to the Children, commencing from 1 June 2020.

3 The claimant commenced the underlying action in the State Courts against the defendant to claim for payment of alleged arrears under the SDC Judgment. The defendant applied to strike out the action on the ground of want of jurisdiction and/or an abuse of court process.[1] The defendant's case is the SDC judgment is not enforceable in Singapore, and he seeks to strike out paras 2 to 7 of the statement of claim. The defendant also contends that the claimant is not the proper party to the proceedings, and the claim is thus an abuse of process of the court pursuant to O 9 r 16(b) of the Rules of Court 2021 ("ROC 2021").

4 The learned Deputy Registrar dismissed the defendant's application. The defendant appealed against the dismissal ("RA"). The RA was argued before me. For the reasons below, I am dismissing the RA.

Issues

5 The issues to be determined by me are as follows:

(a) Whether the SDC judgment is enforceable in Singapore.

(b) Whether the claimant is the proper party to the present proceedings.

(c) Whether the claim is an abuse of process of the court.

Analysis and findings

Legal principles relating to striking out applications

6 At the outset, I am mindful that as reiterated by the Court of Appeal, the threshold for striking out is a high one (*Tan Eng Hong v AG* [2012] 4 SLR 476

[1] District Court Summons No 1440 of 2025 filed on 29 August 2025.

at [20]), and the burden is on the party applying to strike out to prove the grounds for the application.

7 The defendant's application is made under O 9 r 16(1)(b) of ROC 2021, which provides as follows:

> **16.**—(1) The Court may order any or part of any pleading to be struck out or amended, on the ground that —
>
> (a) …
>
> (b) it is an abuse of process of the Court; or
>
> (c) …

8 It is now settled that caselaw which pre-dates the implementation of ROC 2021 remains relevant in assessing the merits of a striking out application under ROC 2021: see *Asian Eco Technology Pte Ltd v Deng Yiming* [2023] SGHC 260 at [16]; *Iskandar bin Rahmat and others v Attorney-General and another* [2022] 2 SLR 1018 ("*Iskandar*") at [17].

9 For context, O 9 r 16(1) consists of three limbs. The Court of Appeal provided guidance on the application of the three limbs in *Iskandar* as follows (at [17]-[19]):

> 17 Under O 9 r 16(1)(a) ROC, the test is whether the action has some chance of success when only the allegations in the pleadings are concerned: *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 ("*Gabriel Peter*") at [21]. If that is found to be the case, then the action will not be struck out.
>
> 18 Order 9 r 16(1)(b) allows the court to strike out pleadings which constitute an abuse of process of the court. The inquiry here includes considerations of public policy and the interests of justice, and signifies that the process of the court must be used *bona fide* and properly and must not be abused; the court will prevent improper use of its machinery and the judicial process from being used as a means of vexation and oppression in the process of litigation: *Gabriel Peter* at [22].

> 19 In addition, O 9 r 16(1)(c) allows the court to strike out pleadings when it is in the interests of justice to do so. The Judge agreed with the AG that this gives effect to the court's inherent jurisdiction to prevent injustice, such as where the claim is plainly or obviously unsustainable: *The Bunga Melati 5* [2012] 4 SLR 546 at [33] (Oral Grounds at [21]).

10 As alluded to above, it is settled that caselaw which pre-dates the implementation of ROC 2021 remains relevant in assessing the merits of a striking out application under ROC 2021. Caselaw in respect of striking out applications which pre-dates the implementation of ROC 2021 would be in reference to O 18 r 19(1) of the Rules of Court 2014 ("ROC 2014"). Under O 18 r 19(1) of ROC 2014 an application can be struck out on the ground that: (a) it discloses no reasonable cause of action; (b) it is scandalous, frivolous or vexatious; (c) it may prejudice, embarrass or delay the fair trial of the action; or (d) it is otherwise an abuse of process of the court.

11 Therefore, O 9 r 16(1)(b), which allows the court to strike out pleadings which constitute an abuse of process of the court is identical to O 18 r 19(1)(d) of ROC 2014. In *Madan Mohan Singh v Attorney-General* [2015] 2 SLR 1085 ("*Madan*"), when discussing O 18 r 19(1) of ROC 2014, the Honourable Justice Quentin Loh (as he then was) stated as follows at [20]-[21]:

> 20 Under O 18 r 19(1)(a), a reasonable cause of action is one with some chance of success when only the allegations in the pleadings are considered (*The Tokai Maru* [1998] 2 SLR(R) 646 at [44]). An application discloses no chance of success if the applicant is unable to establish the requisite *locus standi*, and may be struck out as being without legal basis under this ground (see *Tan Eng Hong v AG* [2011] 3 SLR 320 at [5], citing *Abdul Razak Ahmad v Majlis Bandaraya Johor Bahru* [1995] 2 MLJ 287).
>
> 21 Depending on the context and circumstances, the lack of the requisite *locus standi* can also form the basis of striking out under O 18 r 19(1)(b) for being frivolous or vexatious or under O 18 r 19(1)(d) as an abuse of the process of the Court (*Hong Alvin v Chia Quee Khee* [2011] SGHC 249 at [17]).

12 As seen in *Madan* (at [21]), the lack of the requisite *locus standi* can form the basis of striking out on the ground of an abuse of process of the court under ROC 2014. Therefore likewise, the lack of the requisite *locus standi* can constitute the ground of an abuse of process of the court under O 9 r 16(1)(b) of ROC 2021. Further, as alluded to above, the Court of Appeal held in *Iskandar* (at [18]) that a striking out under O 9 r 16(1)(b) signifies that the process of the court must be used *bona fide* and properly and must not be abused. The considerations include matters of public policy and the interests of justice. The Court of Appeal has also noted that the categories of conduct rendering a claim an abuse of process are not closed and will depend on all the relevant circumstances of the case: *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 at [22].

The two statutory regimes for registering foreign judgments in Singapore

13 With the above legal principles in mind, I turn to the present case.

14 The RA centres on the question of whether a judgment of the Stockholm District Court for payment of child maintenance can be enforced in Singapore by way of a common law action. The defendant commenced proceedings in the Stockholm District Court on 20 June 2019 for a declaration that he pays maintenance for the Children pursuant to the Women's Charter in Singapore.[2] On 26 May 2020, the Stockholm District Court issued the SDC Judgment. Under the SDC Judgment, the Children's legal representative is stated to be the claimant in the present proceedings.[3] The SDC Judgment also states that the maintenance is to be paid to the Singapore bank account of the claimant.[4]

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2 P 2-3 of the SDC Judgment.

3 P 13 of defendant's affidavit.

4 P 13 of the claimant's affidavit.

15 As alluded to above, the defendant contends that the SDC judgment is not enforceable in Singapore. In this regard, it is undisputed that there are two statutory regimes for enforcing foreign judgments in Singapore. They are the Reciprocal Enforcement of Foreign Judgments Act 1959 (the "REFJA"), and the Maintenance Orders (Reciprocal Enforcement) Act 1975 (the "MOREA") (collectively, "the Acts"). The defendant contends that the MOREA is the only method of enforcing foreign maintenance orders in Singapore. I note that the relevant portion of the MOREA provides as follows:

(a) Section 6 of the MOREA provides for the registration process in the Singapore courts of a maintenance order made in a reciprocating country; and

(b) Section 8 of the MOREA provides for the enforcement of any registered order as if it had been made by the registering court and as if that court had had jurisdiction to make it, and proceedings for the enforcement of any such an order may be taken accordingly.

16 The defendant's case is that Parliament intended the MOREA to be the only method of enforcing foreign maintenance orders in Singapore. The defendant argues that this is implicit in the Second Minister for Law Mr Edwin Tong's response to a parliamentary question on the simplification of the enforcement process for ancillary orders made by a foreign court in divorce proceedings during the parliamentary hearing on 3 March 2022:

> . . . Singapore is a melting pot and our legal system currently provides a robust and clear framework for foreign judgments to be enforced here. One area though, where this is not so easily enforceable, is in the case of matrimonial law. And we are also a melting pot for mixed marriages, where 25% of Singaporeans marry spouses of a different nationality and we have lots of foreign marriages. However, it is not automatically easy to enforce custody orders or maintenance orders from a foreign court. These have to still be enforced under first principles

> through the Guardianship of Infants Act. So, I would be grateful if the Ministry could consider making it easier to enforce maintenance and custody orders from foreign courts, especially if divorce proceedings are determined there. . . (*Singapore Parliamentary Debates, Official Report* (3 March 2022) vol 95, Mr Vikram Nair (Sembawang)).
>
> …
>
> … Mr Vikram Nair suggested simplifying the enforcement process for ancillary orders made by a foreign court in divorce proceedings. Sir, for maintenance, the Maintenance Orders (Reciprocal Enforcement) Act (MOREA) provides a streamlined process for directly enforcing a foreign maintenance order issued by a court of a designated reciprocating jurisdiction. For fresh applications in Singapore for ancillary orders for foreign divorces, our Courts have been mindful to avoid unnecessary re-litigation. Their approach is to respect and recognize any foreign custody order made in the child's habitual residence unless there are exceptional circumstances which militate against that. That said, Sir, we will consider Mr Vikram Nair's feedback. (*Singapore Parliamentary Debates, Official Report* (3 March 2022) vol 95, the Second Minister for Law (Mr Edwin Tong Chun Fai)).

17 As seen, the Minister referred to the MOREA as providing a streamlined process for directly enforcing a foreign maintenance order issued by a court of a designated reciprocating jurisdiction. It is however undisputed that Sweden is not designated as a reciprocating country for the purposes of the MOREA. The defendant thus contends that, in view of the parliamentary debates above, the SDC Judgment cannot be registered under the MOREA and therefore cannot be enforced in Singapore.

18 In my view however, whilst the Minister stated that the MOREA provides a streamlined process for directly enforcing a foreign maintenance order, as noted by the DR, nowhere in his speech did the Minister state that the only method for enforcing foreign maintenance order is by way of the MOREA. In fact, the Minister made it clear that the MOREA applies only to foreign maintenance orders issued by courts of designated reciprocating jurisdiction.

The two existing regimes for enforcing foreign judgments in Singapore

19 In fact, it is settled law that quite apart from the registration regime under the Acts, a foreign judgment may also be enforced in Singapore by way of an action in court for the amount due under it.[5]

20 In this regard, the Court of Appeal in *Poh Soon Kiat v Desert Palace Inc (trading as Caesars Palace)* [2010] 1 SLR 1129 ("*Poh Soon Kiat"*) held as follows at [13]-14]:

> 13 … The law on the enforceability of foreign judgments in Singapore is not in doubt, and is summarised in, *inter alia, Dicey, Morris and Collins on The Conflict of Laws* (Sir Lawrence Collins gen ed) (Sweet & Maxwell, 14th Ed, 2006) ("*Dicey, Morris and Collins*") at vol 1, para 14-020 as follows:
>
> > For a claim to be brought to enforce a foreign judgment, the judgment must be for a definite sum of money, which expression includes a final order for costs, e.g. in a divorce suit. It must order X, the defendant in the [enforcement] action, to pay to A, the claimant, a definite and actually ascertained sum of money; but if a mere arithmetical calculation is required for the ascertainment of the sum it will be treated as being ascertained; if, however, the judgment orders him to do anything else, e.g. specifically perform a contract, it will not support an action, though it may be *res judicata*. The judgment must further be for a sum other than a sum payable in respect of taxes or the like, or in respect of a fine or other penalty.
>
> 14 An *in personam* final and conclusive foreign judgment rendered by a court of competent jurisdiction, which is also a judgment for a definite sum of money (hereafter called a "foreign money judgment"), is enforceable in Singapore unless:
>
> > (a) it was procured by fraud; or
> >
> > (b) its enforcement would be contrary to public policy; or

[5] I have the occasion to discuss the law relating to enforcement of foreign judgments in an earlier judgment: see *JDE v JDF* [2024] SGDC 279.

> (c) the proceedings in which it was obtained were contrary to natural justice.

Thus, in *Hong Pian Tee v Les Placements Germain Gauthier Inc* [2002] 1 SLR(R) 515, this court stated (at [12]):

> Quite apart from the arrangements under the RECJA or the [Reciprocal Enforcement of Foreign Judgments Act (Cap 265, 2001 Rev Ed)], it is settled law that a foreign judgment *in personam* given by a foreign court of competent jurisdiction may be enforced by an action for the amount due under it so long as the foreign judgment is final and conclusive as between the same parties. The foreign judgment is conclusive as to any matter thereby adjudicated upon and cannot be impeached for any error, whether of fact or of law: *Godard v Gray* (1870) LR 6 QB 139. In respect of such an action, an application for summary judgment may be made on the ground that the defendant has no defence to the claim: *Grant v Easton* (1883) 13 QBD 302. The local court will only refrain from enforcing a foreign judgment if it is shown that the plaintiff procured it by fraud, or if its enforcement would be contrary to public policy or if the proceedings in which the judgment was obtained were opposed to natural justice: see *Halsbury's Laws of England* vol 8(1) (Butterworths, 4th Ed) (1996 Reissue) paras 1008–1010.

21 As seen, it is well established that there are in fact two existing regimes for enforcing foreign judgments in Singapore. Under the first regime, foreign judgments can be enforced by way of registration under the Acts. See *Poh Soon Kiat* at [56]-[57]. Under the second regime, the judgment creditor sues on the foreign judgment by way of a common law action in Singapore.

22 In my view, the rationale of the Acts is plain. The reciprocal regimes for the enforcement of foreign judgments under the Acts are clearly to facilitate expeditious enforcement of judgments of reciprocating countries. In Singapore, such foreign judgments can be enforced by way of registration of the judgments in the General Division of the High Court (s 4 of the REFJA). The MOREA likewise provides for the registration of maintenance orders made in reciprocating countries (ss 6 & 7 of the MOREA). Upon such registration, the

judgments and orders are enforceable as if they are judgments and orders made by Singapore courts. The registration procedure under the Acts therefore obviates the court process of a common law action to enforce a foreign judgment, and the time and costs expenditure attendant upon such actions.

The SDC judgment can be enforced by way of a common law action

23 It does not follow however that foreign judgments that do not come under the auspices of the Acts cannot be enforced in Singapore. Whilst these judgments cannot be enforced by way of the registration process, they can be enforced by the usual court processes. The significant difference of course is that the party seeking to enforce such judgments does not have the benefit of the time and costs savings that come with the expedited process under the registration regime of the Acts.

24 In the present case, it is not disputed that Sweden is not a reciprocating country under the Acts. The defendant contends that therefore the SDC Judgment cannot be registered under the MOREA and cannot be enforced in Singapore.

25 However, that by itself is not a bar to the enforcement of the SDC Judgment. In this regard, the requirements for the enforcement of a foreign judgment by way of a common law action can be discerned from *Poh Soon Kiat* (at [14]) to be as follows:

(a) The foreign judgment must be a final and conclusive judgment for a definite sum.

(b) The foreign judgment:

(i) was not procured by fraud;

(ii) its enforcement would not be contrary to public policy; and

(iii) the proceedings in which it was obtained were not contrary to natural justice.

26 As discussed, the MOREA is not the only method of enforcing foreign maintenance orders in Singapore; the SDC Judgment can be enforced by way of common law action. In my view, the requirements under *Poh Soon Kiat* are fulfilled in respect of the SDC Judgment, and it can be enforced by way of a common law action. There is no suggestion that the SDC judgment was procured by fraud or that the proceedings in which it was obtained were not contrary to natural justice. There is also no contention that its enforcement would not be contrary to public policy.

The SDC judgment is a final and conclusive judgment for a definite sum

27 I am also of the view that the SDC Judgment is a final and conclusive judgment for a definite sum. The defendant however contends that it is not a judgment for a defined sum, and neither is it payable immediately. The defendant argues that a periodic maintenance order such as the SDC Judgment is characterised by the fact that the sums due are payable periodically and due only in the future. It is not a judgment for a defined sum and which is payable immediately. Further, the defendant contends that a plaintiff who has obtained an order for periodic maintenance cannot convert such an order into its equivalent in a lump sum and demand that sum immediately. She has to go before the court that made the periodic maintenance order to vary it, and if it is converted into a lump sum maintenance order, certain discounts would typically be made. The defendant points out that a periodic maintenance order is also amenable to variation when there are changes in the circumstances of the parties

involved. It is thus not final and conclusive. The defendant therefore contends that unlike a foreign judgment, a foreign maintenance order cannot be enforced by way of a common law action.

28 In this regard, the defendant relies on a decision of the learned assistant registrar ("AR") in *Lee Pauline Bradnam v Lee Thien Terh George* [2006] SGHC 84 ("*Lee Pauline Bradnam*") in which the issue of whether an order for periodic maintenance falls within the definition of a judgment within the REFJA was considered. The AR concluded (at [12]) that maintenance orders which are not lump sum maintenance orders payable immediately are not registrable judgments within the meaning of the RECJA.

29 However, as pointed out by the DR, whilst the AR had drawn an analogy with the requirement for enforcement under common law of the foreign judgment having to be final and conclusive, the issue before him was the registration of foreign judgments under the RECJA and not the enforcement of foreign judgments under common law. Further, and of relevance, the AR was also considering a case where the claimant could have simply registered the foreign judgment pursuant to the MOREA. The AR therefore found that it would be in any event, not just and convenient to register it under the RECJA. In my view, *Lee Pauline Bradnam* has no application in the present case.

30 More pertinently, the claimant's claim as pleaded in the statement of claim is for the accrued arrears, not for enforcement of periodic maintenance. The accrued arrears would not by themselves be subject to any variation orders. The amounts have become due and payable. The accrued arrears are therefore final and conclusive in themselves. Further, they are also in the form of defined sums, and payable immediately. They thus constitute a final and conclusive judgment for a definite sum.

31 For completeness, I would add that it is undisputed that the SDC Judgment was not procured by fraud and the proceedings leading to it were not contrary to natural justice. The defendant also does not contend that the enforcement of the SDC Judgment would be contrary to public policy.

The claimant is the proper party to bring the claim

32 It follows from my findings above that the SDC Judgment can be enforced by way of a common law action. There is no reason therefore to strike out the claimant's action. For completeness, I turn next to the defendant's argument that the action should be struck out or stayed on the basis that the claimant is not the proper party to the proceedings.

33 The defendant points out that the parties to the SDC Judgment are the Children and the SDC Judgment states that the child maintenance is to be paid to the Children, and not the claimant. As the Children are below the age of 18 and are thus persons under a disability, the claimant was merely the Children's legal representative and not party to the proceedings leading to the SDC Judgment.[6] The defendant contends that therefore the claimant is not the proper party to enforce the SDC Judgment in Singapore.

34 I note however that not only is the claimant stated to be the Children's legal representative, but the Stockholm District Court has also ordered the child maintenance to be paid to the claimant.[7] Further, it appears that the SDC Judgment envisaged that any application to the Stockholm District Court by the Children is to be undertaken by the claimant.[8] I agree with the DR that it is not

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6 P 13 of defendant's affidavit.

7 Para 25 of claimant's affidavit.

8 P 16 of the claimant's affidavit.

entirely clear, just by looking at the SDC Judgment, that only the Children had standing to enforce the Swedish Judgment, and that the claimant lacked the *locus standi* to bring the present action in her own name. The threshold for striking out is a high one, and it is not clear and obvious to me that the action should be struck out on this basis.

Conclusion

35 In the premises of the above, I decline to strike out the claim. The RA is accordingly dismissed.

36 At the end of the hearing of the RA, I had asked parties to address me on the question of costs. I directed parties to submit on the costs that I should award in both the event of a favourable outcome, and the event of an adverse outcome, in respect of the RA.

37 There is no reason for costs not to follow the event in this case. The defendant has failed in the RA, and he should pay costs to the claimant. As for quantum, the relevant costs range provided in App H, Pt V of the State Courts Practice Directions 2021 is $1,000 to $5,000. After considering the submissions on costs, the amount of work done and time spent by counsel, and the issues involved in the RA, I fix costs at $2,750 (inclusive of disbursements) to the claimant.

Chiah Kok Khun
District Judge

Prabhakaran S/O Narayanan Nair (Karan Nair and Co) for the claimant;
Singh Ranjit (Francis Khoo & Lim) for the defendant.