IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 141

FC/OAD 1034/2025

Between

YLU

… *Applicant*

And

YLV

… *Respondent*

GROUNDS OF DECISION

[Family law] — [Child] – [Custody]
[Family law] — [Child] – [Care and control]
[Family law] — [Child] – [Relocation]
[Family law] — [Child] – [Maintenance of Child]
[Family law] — [Child] – [Use of child reports]

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YLU
v
YLV

[2026] SGFC 141

Family Court – Originating Application (Divorce) 1034 of 2025

District Judge Maryam Hasanah Rozlan
10 April 2026, 12 August 2026, 29 September 2026, 26 October 2026

28 October 2026

District Judge Maryam Hasanah Rozlan:

1 This was an application by the husband (the "Father") for divorce from the wife (the "Mother"). Interim Judgment was granted on 22 July 2025. The ancillary matters were heard together with three other interlocutory applications: the Mother's applications for an injunction restraining the removal of the parties' only son (the "Child") from Singapore and for interim custody and care and control of him, and the Father's application to relocate the Child to Canada.

2 On 29 September 2026, I delivered my decision on the ancillary matters and other applications, and directed that the parties submit on costs in writing. The Father has since appealed against the whole of my decision on the ancillary matters.

3 It is unclear to me which aspects of my decision the Father disagreed with or whether the appeal was intended to cover the other applications heard together with the ancillary matters. Nonetheless, as the issues in the ancillary matters and the other applications were interconnected, I set out below my full grounds of decision in respect of these related matters.

Introduction

4 The legal dispute between the parties, which predated the divorce, centred on the Child. Since 2023, in addition to these proceedings, the parties had commenced three other proceedings concerning their son. Over three years they filed at least six substantive interlocutory applications and 33 affidavits. The Child was eight when the first application was filed; he was eleven when I delivered my decision.

5 Part of what had driven this litigation was each party's love for the Child. This had become entangled with the hurt each carried from the end of the marriage into their relationship as co-parents. A marriage may end, but the parenting partnership should not. When that distinction is lost, a child's relationship with each parent comes under strain.

6 Even where the parenting partnership is preserved, any parenting arrangement after a separation involves some loss to the child, and more so where the parents live on different continents. In my decision, I sought the best arrangement reasonably achievable – one that gave the child the stability and predictability he needed at that juncture, and preserved and developed, as far as possible, a meaningful relationship with each parent.

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Background

7 The parties married in Canada, on 18 July 2013. The Child was born there on 3 August 2015. All three were Canadian citizens.

8 In February 2022, because of the Father's employment, the family moved to Singapore. The Child enrolled at an international school (the "School") in September 2022 and had continued to attend it.

9 The marriage broke down and the Mother entered a new romantic relationship. In July 2023, the Mother moved out of the matrimonial home to live with her partner. She brought the Child to live with her there in October 2023.

10 From then on, the parties filed a succession of applications about the Child's care arrangements under the Guardianship of Infants Act 1934. During those proceedings they informally agreed to share parenting, with the Child spending alternate weeks with each parent. In May 2024, they reached the first consent order, which restrained each parent from removing the Child from Singapore without the court's permission or the other parent's agreement (the "May 2024 Consent Order").

11 The Father filed for divorce on 4 March 2025, once the three-year habitual residence requirement for divorce had been met. The shared parenting arrangement continued. After Interim Judgment was granted, the parties recorded a second consent order on 3 September 2025. It fully resolved the division of the matrimonial assets and provided for the Child's interim overseas access (the "September 2025 Consent Order").

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12 In October 2025, the Father resigned from his employment in Singapore, with effect from May 2026. His Employment Pass was cancelled earlier, on 23 December 2025, and the Child's linked Dependant's Pass was cancelled with it.

13 These cancellations occurred while the Child was in Canada with the Father for the school holidays. The Child did not return to Singapore by the date in the itinerary agreed with the Mother. The parties gave different accounts of this incident. The Mother said the Father had wrongfully retained the Child in Canada, and invoked the Convention on the Civil Aspects of International Child Abduction (the "Hague Convention") to secure the Child's return. The Father said the return was delayed by concerns about the Child's immigration status. He arranged for the Child to return to Singapore ten days later.

14 Immediately after the Child's return, the Mother applied for a further injunction to restrain the Father from removing the Child from Singapore. I heard that application on an urgent basis. The parties disagreed on how the May 2024 Consent Order and the September 2025 Consent Order were meant to interact, and this was not clear to me from the terms themselves. I therefore ordered, on an interim basis, that neither party remove the Child from Singapore pending the final determination of the ancillary matters and other outstanding applications.

15 Since then, the Child has lived mainly in Singapore with the Mother. Without prejudice to the parties' positions on custody and care and control, I made further interim orders on 23 February 2026. These gave the Mother sole authority to continue the Child's enrolment at the School and to apply for a Student's Pass for him, and provided for telephone and video access with the Father. I made these orders as it was apparent to me that the Child had been emotionally affected by the ongoing conflict between his parents and that it was

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in his interests to be in a familiar environment that could offer him more stability and support. I also called for a Custody Evaluation Report ("CER"). The Father filed his relocation application the next day.

16 Both parties sought to expedite the hearing of these applications, recognising that a swift resolution was in the Child's interests. I heard the matters on 10 April and 12 August 2026. Between those hearings, on 31 July 2026, the parties consented to an order on the Child's interim overseas travel in 2026: with the Mother during the summer break and the Father during the October and year-end school holidays (the "July 2026 Consent Order").

Issues to be determined

17 With the division of matrimonial assets resolved by consent, the outstanding issues before me were:

(a) Custody of the child;

(b) Care and control and relocation of the child;

(c) Access to the child for the non-care and control parent and overseas travel with the child;

(d) Maintenance for the child;

(e) Costs.

18 The Mother had indicated in her notice to contest the originating application that she wished to be heard on spousal maintenance. She did not pursue the claim in her affidavits or submissions. I therefore treated this claim as abandoned and made no order for spousal maintenance.

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Use of Custody Evaluation Report (CER)

19 Before determining the issues of custody, care and control and access, I considered the reliability of the CER and the weight it should carry, which both parties had raised concerns about.

20 The paramount consideration in deciding custody or care and control is the welfare of the child. Subject to that, the court has regard to the wishes of the parents and the wishes of the child, if of an age to express an independent opinion: s 125(2) of the Women's Charter 1961 ("WC").

21 Section 130 of the WC provides that the court is, whenever practicable, to have regard to the advice of a person trained or experienced in child welfare, but is not bound to follow it. The court may obtain a range of investigative and therapeutic reports, including a CER: see *WKM v WKN* [2024] 1 SLR 158 ("*WKM*") at [67].

22 I ordered a CER because it offered the most comprehensive assessment of the circumstances and concerns each parent raised about the Child's custody and care arrangements. I considered but declined a Judge and Child session. Given the length of the proceedings and the volume of evidence, I did not think a further formal interview could have added anything to the CER. The parties also briefly considered appointing a Child Representative but did not pursue this.

23 The CER involved separate sessions with the Child, each party, the maternal grandmother, the paternal grandparents, the paternal aunts, the paternal cousin and the Mother's partner. It was prepared over a few months and offered recommendations on the Child's care arrangements.

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Weight to be accorded to the CER

24 Both parties criticised the preparation of the CER. The Mother's concerns were about methodology – that the sessions were conducted in an enclosed setting rather than the Child's home. However, she did not take a position on the weight the CER should carry.

25 The Father's concerns were about focus and currency. He submitted the CER should carry minimal weight because the evaluation strayed into personal matters unrelated to his parenting capacity, and because it predated the more recent evidence on the Mother's conduct that he relied on.

26 A child welfare report of this kind is confidential and necessarily contains material that would otherwise be hearsay; but that does not disentitle the court from relying on it as an independent source of information. The reliance to be placed on such a report, and the weight to be given to it, is a matter for the judge: see *WKM* at [72]-[75], citing *ABW v ABV* [2014] 2 SLR 769 ("*ABW*") at [48] and *Soon Peck Wah v Woon Che Chye* [1997] 3 SLR(R) 430 at [36].

27 As the Court of Appeal held in *WKM* at [74]:

> 74 In the process of generating their reports, the professionals would have engaged directly with the relevant persons involved in the child's life and observed some of their interactions with the child. Their observations serve as crucial insights into the child's world and greatly assist the court by presenting the realities of the child's situation. Given their expertise, they are well suited to identify issues, such as excessive gatekeeping behaviour by the parents and even possible signs of abuse. The judge, on the other hand, does not have the benefit of such extended interactions with the child or other family members. The court should, nevertheless, be very mindful that the information in the reports remain untested by cross-examination. Such reports must thus be carefully considered. Where there are observations made in the reports

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> which contradict the narrative presented in the parties' affidavits, it is important that the court carefully considers whether the observations in the reports are clearly explained and the factual bases for the observations and assessments. The court may also seek clarification from the professionals who had submitted the report or ask further questions in respect of the content in the report.

28 Having reviewed the CER, I found its findings and recommendations largely consistent with the evidence before me. Nothing in the report gave me major concerns about either party's ability to care for the Child. The enclosed setting did not appear to have produced findings at odds with the parties' own accounts of the Child at home. None of the report's findings or recommendations turned on the personal matters the Father said were irrelevant to his parenting capacity, and I had not relied on any such matter. The later evidence he referred to was already before me, and I had considered it myself. I therefore did not find the parties' criticisms borne out.

29 What troubled me was the picture the report revealed of a child caught between his parents, who had been under persistent pressure from years of conflict and litigation, and on whom there would be a greater toll if the conflict continued.

30 The Child himself had already expressed how the prolonged dispute had affected him. In a piece of schoolwork, he wrote that his parents' divorce had affected his life because they now lived far apart, and that he did not have a lot of support because his family was "focused on fighting each other". The Father had exhibited this schoolwork in an affidavit to show that the Mother was not giving the Child adequate support. I was disappointed that the Father chose to use his son's private reflections as evidence against the other parent. The schoolwork did not reveal a failing on the part of one parent alone; it revealed a child weighed down by the conflict between both.

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31 It was apparent that the Child needed greater stability, including a clear and structured framework that supported his relationship with each parent, whom he clearly loved. The CER's recommendations on this were helpful.

32 I therefore took into account the findings and recommendations in the CER in my decision below. Where I relied on these, I have said so.

Custody of the child

The applicable legal principles

33 Parents are expected to co-operate to promote their child's welfare. Joint or no custody orders are generally made, in recognition of both parents' equal responsibility and importance to the child. Joint custody is the norm even where the parents are acrimonious: *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 ("*CX*") at [36]; *WZF v WZG* [2025] 3 SLR 1219 at [17]-[18].

34 Sole custody is granted only in exceptional circumstances that justify excluding one parent from important matters concerning the child. Examples are where one parent physically, sexually or emotionally abuses the child, or where the parties' relationship makes co-operation impossible even after mediation and counselling have been explored, and that lack of co-operation is harmful to the child: *CX* at [38]. Save where a parent intentionally disrupts decision-making, there is no reason to displace a parent from the role of protector, provider, decision-maker and supporter: *XWP v XWQ* [2025] SGFC 140 at [9].

35 Where the parents have already been in conflict on a specific, identified issue, the court may provide that one parent has the final say on that issue if deadlock recurs, while otherwise preserving joint decision-making: *CXR v CXQ*

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[2023] SGHCF 10 at [11]-[15]. The court will not do so merely because conflict *may* arise in future: *VJM v VJL* [2021] 5 SLR 1233 ("*VJM*") at [5]-[6].

The parties' positions

36 The Father sought sole custody. He argued that joint custody was unworkable because of the Mother's alleged unilateral decision-making, lack of co-operation and conduct undermining co-parenting. He also cited the emotional harm the Mother had allegedly caused the Child, in terms such as "psychological abuse" and "malicious alienation and manipulation through fear".[1] He earlier proposed that the parties retain joint decision-making on all major issues relating to the Child's education, healthcare, religion and significant changes affecting his long-term welfare. In oral submissions, his counsel said that if the Father is granted sole custody, he would "definitely adopt a consultative approach towards the Mother".

37 The Mother, on the other hand, submitted that joint custody was appropriate because no exceptional circumstances warranted sole custody.

My decision

38 I was not satisfied that this was a case for sole custody. I found joint custody to be more appropriate.

39 The evidence did not show that the Mother had caused the Child harm of a kind that justified excluding her from major decisions in his life. That is not to say her conduct had been without fault. The evidence showed that she had monitored the Child's communications with the Father. That would have placed

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1 Father's Written Submissions filed on 2 April 2026 ("FWS1") at [93].

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the Child in the middle of his parents' conflict and such behaviour must stop. But it fell well short of the "psychological abuse" and "malicious alienation" the Father alleged. Allegations this serious should not be made without an adequate evidential basis, and there was none here. Such language did not assist the court, and risked further entrenching the conflict to the Child's detriment.

40 Since 2023, each parent had also, at different times, acted unilaterally to keep the Child from the other. The CER likewise found elements of restrictive gatekeeping on both sides, arising from each parent's resentment of the other.

41 I did not find that these episodes amounted to a pattern that made co-operation impossible. They were confined to particular episodes and areas of disagreement, such as where the Child should live and go to school. They arose at points of major transition in the Child's life: when his parents separated, and when the Father moved to Canada. It was unsurprising that parents in that position, now living in different countries, disagreed on questions of this magnitude.

42 Parents who cannot agree on such questions may bring them to court, as the parties did. That they needed the court to resolve them does not mean joint decision-making has broken down. Once the court has decided where the Child is to live, the main source of disagreement would be resolved and the parties could move forward on that footing. Where the parents had been in conflict on a specific matter and deadlock was likely to recur, I addressed it with a targeted carve-out, not by removing one parent from *all* major decisions.

43 The Father's own proposal for consultative decision-making on major issues presupposed that the parties could communicate and work together. Moreover, the parties' history showed they could co-operate. Since 2023, they

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had worked out informal shared care arrangements and reached agreement on several matters, recorded in the May 2024, September 2025 and July 2026 Consent Orders.

44 I therefore ordered joint custody, subject to a carve-out. Schooling was an area where the parties had already reached deadlock. After the Father moved to Canada, they could not agree where the Child should go to school. The Mother did not permit his enrolment in a school in Canada, and the Father did not agree to having the Child re-enrolled at the School. At the time, I gave the Mother interim authority over his enrolment at the School and his Student's Pass. I found, on the evidence, that such disagreements were likely to recur. The parents now lived on different continents, in different time zones. School enrolment, student visa applications and activity registrations have fixed deadlines. If the parents deadlock, it is the Child who would bear the consequences.

45 Thus, I granted the care and control parent the final say in the event the parties disagreed on matters pertaining to the Child's schooling. This did not give the parent sole control over the matters. Before deciding, this parent must consult the other, consider his or her views, and ascertain the Child's views. On my assessment, the carve-out was only necessary in the interim transition period while the Child and his parents settled into the new arrangements. I therefore granted a time-limited carve-out until the Child moved to 3e at the School or Grade 9 or the equivalent at another institution, by which time I hoped that both parents would be better able to co-operate on such issues jointly.

46 Both parents remained entitled to obtain information directly about the Child from his school and medical providers, and to attend school meetings and events.

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Care and control and relocation of the child

The applicable legal principles

47 Care and control concerns a child's day-to-day upbringing. It vests in the parent with whom the child primarily lives, and carries the right to make ordinary, short-term decisions for him: *CX* at [31]-[32].

48 The child's welfare remains the paramount consideration and is measured in the widest sense. It includes the child's physical, emotional and educational needs, each parent's capacity to meet them, the child's relationship with each parent, and the effect of any change in his circumstances. The weight given to each factor turns on the facts: *TSF v TSE* [2018] 2 SLR 833 at [51]-[52]. Stability and continuity are important, but they are not the sole criterion: *ABW* at [20]-[24] and [46].

49 In these proceedings, the issue of care and control was closely intertwined with that of relocation. The Father had indicated he did not intend to return to Singapore, so granting him care and control meant relocating the Child. Granting care and control to the Mother meant that the Child would remain in Singapore.

50 There is no presumption in favour of relocation. The child's loss of relationship with the left-behind or overseas parent is an important consideration, but not a decisive one. The court weighs all the circumstances in what is "an intensely fact-centric exercise": *BNS v BNT* [2015] 3 SLR 973 ("*BNS*") at [19]-[28]. Other relevant factors include the child's age, his attachment to each parent, his wellbeing and developmental needs, and his own wishes: *XII v XIJ* [2025] 5 SLR 470 at [25].

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The parties' positions

51 Each parent had made numerous allegations against the other over nearly three years of litigation. I addressed only those relevant to, and determinative of, care and control and the Child's welfare.

52 The Father sought sole care and control and leave to relocate the Child to Canada. He relied on the stability of a home in the Child's country of citizenship, the support of his extended family there, and the Child's access to publicly funded education and healthcare. He contended that the Mother's immigration status makes Singapore an uncertain base for the Child, questioned the support available to the Child here, and raised concerns about the Mother's partner's involvement in the Child's life.[2]

53 The Mother also sought care and control, with the Child to remain in Singapore. She relied on his established schooling and routine at the School and on her involvement in his daily care. She questioned the Father's past involvement in the Child's care as well as his ability to meet the Child's day-to-day needs, and raised concerns about his conduct around the Child. She also contended that the Father's plans for the Child in Canada were speculative, and questioned the quality of education available to the Child there.[3]

My decision

54 I found that each parent loved the Child deeply and did what they could for him. The Father had been an involved parent, including in the Child's school

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2 Father's Reply Written Submissions filed on 9 April 2026 ("FWS2") at [150]-[177]; Father's Further Written Submissions filed on 31 July 2026 ("FWS3") at [56].

3 Mother's Written Submissions filed on 2 April 2026 ("MWS1") at [22]-[38], [51]-[52] and [60]-[65].

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life, where he served as a parent delegate and on the school council. He had previously covered much of the cost of the Child's upbringing and education. The Mother had also been closely involved in the Child's daily care and schooling, and ensured that he could continue his education in Singapore amid the parties' conflict. For almost two years before the Father moved to Canada, the Child lived with each parent in a shared care arrangement. I was satisfied that each parent had shown they were able to care for the Child.

55 Each parent had also put forward a workable plan. The Father proposed that the Child live with him and the paternal grandparents in Canada, supported by his wider family.[4] The Mother proposed that the Child continue his life in Singapore as it was, supported by the maternal grandmother and the Mother's partner, with whom she was in a committed relationship.[5] The CER found that both parents had adequate means to care for the Child, that each plan appeared viable, and that the Child would be well supported in either household.

56 In my view, the key question was therefore not which parent would be better able to care for the Child, but which arrangement better served his welfare at this point in his life. After years of conflict between his parents, what the Child needed most was stability and predictability. On balance, for the reasons that follow, I found that was best met by his remaining in Singapore with the Mother.

57 The Child had been attending the School since September 2022. He completed primary school there in June 2026 and is enrolled to continue. The Father himself previously accepted that the Child "had developed a settled

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4 FWS1 at [96].

5 MWS1 at [27]-[29].

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academic routine and social environment, which supported his development and well-being" there.

58 The Mother had been at the centre of that routine. She liaised with the Child's teachers, supervised his homework, attended parent-teacher meetings and saw to his medical needs. After his Dependant's Pass was cancelled in December 2025, and while he was out of school, she kept him up to date with his schoolwork through his teachers and then obtained a Student's Pass so that he could return to the School.[6] The CER similarly found that she had provided consistent care over the years, particularly since the move to Singapore in 2022, when the Father's work often took him overseas.

59 I had carefully considered the Father's reasons for relocation. The Child is a Canadian citizen, born in Canada, with an unconditional right to live there. He would have had publicly funded education and healthcare, and the support of his paternal grandparents, aunts and cousins. These were real advantages, and I did not doubt that the Father would have given his son a loving home. But these factors must be weighed against what the Child would lose: his school, his friends, and daily life with the parent he had lived with since January 2026. That his education in Canada might cost less did not outweigh the value of continuity to him.

60 I was not persuaded that immigration status made Singapore an unstable base for the Child. There was some uncertainty, as the Mother's position depended on her S Pass being maintained. But she had stable employment, and had stated her intention to secure long-term residence. The Child, for his part, held a Student's Pass tied to his enrolment at the School.

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6 MWS1 at [22].

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61 The Father's proposal was not free of uncertainty either. He had only recently begun self-employment in Canada, and the long-term stability of his work, alongside his role as the Child's main caregiver, was untested. Neither proposal offered complete certainty, and the uncertainty on the Mother's side did not tip the balance in favour of relocation.

62 I noted that the Child's relationship with the Father would be affected by the distance between them. This was important, but not a decisive factor: *BNS* at [25]-[26]. The same loss would have fallen on the Mother if the Child relocated. Of the two proposals, I found that the Child remaining in Singapore better preserved his relationship with the parent abroad. The School's academic calendar had a break of about two weeks every six to seven weeks, allowing the Child regular, extended periods with the Father throughout the year. If he relocated, the Mother would likely see him only during the longer summer and year-end holidays. The CER made the same observation.

63 A child's relationship with the parent without care and control depends not only on the access arrangements but on each parent's willingness to support it. A truly strong parent actively supports the child's relationship with the other parent: *WKM* at [93], citing *VJM* at [20]. Neither parent was blameless in this respect, so this factor favours neither. That said and looking ahead, I was heartened that the Mother had proposed generous access for the Father, keyed to every school holiday.[7]

64 As the parent with care and control, the Mother would bear the responsibility to support the Child's relationship with his father, and to take active steps to facilitate it. This would include giving the Child a safe space and

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7 Mother's Further Written Submissions on Access Arrangements filed on 22 July 2026 ("MWS2") at [25]-[32].

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meaningful time to communicate with his father freely and in private. The same responsibility would rest on the Father for the Child's relationship with the Mother, during the time the Child spends with him.

65 In reaching my decision, I had also taken into account the Child's wishes, so far as they emerged from the parties' evidence and the CER. I considered them in light of his age and maturity, and of whether giving effect to them would serve his long-term welfare. Ultimately, the Child should not be made to feel responsible for where and with whom he lives. That burden is not his to bear. It rests with the court.

Other matters raised by the parties

66 I turn briefly to further matters raised by the parties. None altered my assessment.

(1) Father's alleged vaping habits

67 The Mother alleged that the Father and the paternal grandfather vaped in the Child's presence. There was no evidence that this had been the case or that the Child had been harmed by this, and the Mother herself contemplated having the Child spend his holidays with the Father. I therefore saw no need to make a finding on the allegation. I would expect both parents to be mindful of the habits and influences around the Child at his age.

(2) Father's gender expression or identity

68 It was the Father who first raised the issue of his gender identity in these proceedings, describing it as a personal challenge he had shared with the Mother around the time the marriage broke down. It thereafter became one of the most contentious issues between the parties. The Mother characterised it as a gender

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"transition", and asserted that the Father's gender expression or identity had affected, or risked affecting, the Child. The Father strongly denied this.

69 This was a deeply personal matter, and one the Father was entitled to have respected. I saw no need to delve into its details. My concern was whether it bore on the Child's welfare. It was for the Mother to show that it did, and she failed to do so. There was no evidence that anything in the Father's conduct in this respect had harmed the Child or bore on his ability to parent. This accorded with the CER, which found no adverse impact from this matter on the Father's parenting or on the Child's relationship with him. A matter so personal, first shared in confidence in a marriage, should not become a means of diminishing a parent in litigation. I cautioned the Mother against using it in that way.

(3) The Mother's partner

70 The Mother's partner's involvement in the Child's life had been another significant source of contention. The Father was concerned that the partner had been unilaterally introduced into the Child's life, and alleged that the Child had been told to keep it from the Father. The Father also contended that the Mother's home in Singapore depended on a romantic relationship with no legal ties, and that she and the Child would be left without a home if that relationship ended.[8]

71 The evidence did not bear out these concerns. The Mother and her partner had been together since 2023, and she had stated her intention to marry him. That was a relationship of some years' standing, reflecting a real measure of commitment. It seemed to me that the Father's concerns might have been bound up with the pain of the end of his marriage, and the challenge of seeing another adult take a place in his son's daily life.

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[8] FWS2 at [21]-[27].

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72 I accepted that the Mother's partner had been a source of stability and support to the Mother and the Child. The CER recorded his commitment to them both. His presence in the Child's life was no threat to the Father's place in it. There was room in the Child's life for one more adult who cared for him, and I encouraged the Father to see it that way.

73 I therefore granted care and control of the Child to the Mother, with the Child to remain in Singapore. The Father's application for leave to relocate the Child to Canada was accordingly dismissed.

Access with the child, including overseas travel

Applicable legal principles

74 Where one parent has care and control, the child will ordinarily spend regular periods of time with the other through access. Access should be an instrument of care, and is not to be used as an instrument of control over the child or the other parent: *TAU v TAT* [2018] 5 SLR 1089 at [10].

Parties' positions

75 Without prejudice to his primary case for care and control, the Father proposed the following if the Mother had care and control:[9]

(a) Video contact with the Child twice a week, and reasonable ad hoc telephone, text or video contact, subject to the Child's schooling, activities and routine;

(b) Physical access over every school holiday, including the whole of the year-end holidays, four weeks of the mid-year holidays, and each

[9] FWS3 at [25]-[31].

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of the shorter term breaks, with the Child to travel to Canada during the longer holidays;

(c) Liberal access whenever the Father was in Singapore, on reasonable notice;

(d) The Child's birthday to alternate between the parties each year, with contact of not less than 30 minutes on the day for the parent who did not have him, and contact with the Father on his own birthday and on Father's Day; and

(e) The Mother to provide the Father with school reports and circulars, register him with the school, and give him advance notice of parent-teacher meetings, school events and any change in the Child's schooling or Student's Pass.

76 The Mother's position was that the Father be granted reasonable access. At the hearing on 12 August 2026, her counsel indicated that overseas access would follow the school calendar and that the Mother would agree to the Father having access on certain dates during the October and year-end holidays. The Mother also proposed that the Father's telephone and video contact continue, subject to the Child's school schedule and the time difference.

My decision

77 It was clear to me that the Child was close to both his parents, and to both sides of his family. The arrangements I made were therefore intended to give him regular, substantial time with his father and paternal family in Canada, while protecting the stability of his schooling and routine in Singapore. In fixing them, I had considered the parties' proposals and the CER's recommendations on access, which I had also disclosed to counsel.

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Summer and other school holidays

78 I ordered that the Child spend the summer break in Canada in full in odd years (from 2027), and divided it equally between Canada and Singapore in even years. The summer break was to follow the School's academic calendar for that year. In even years, he was to spend the first half in Canada and the second half in Singapore so that he would spend his birthday in Canada and Singapore in alternate years.

79 The year-end holidays, including Christmas, were to alternate: with the Father in Canada in even years, and with the Mother in Singapore in odd years. In addition to the summer break, the Child was to spend not less than five weeks of school holidays in Canada each year; in even years, the year-end holidays count towards these five weeks. The parties were to agree on the specific periods at least three months in advance. Failing agreement, the Father was at liberty to choose the periods based on the School's academic calendar and provide the Mother written notice at least three months prior to the intended date of travel.

80 For the remainder of 2026, the Child was to spend the October term break and the year-end holidays with the Father in Canada, in keeping with the July 2026 Consent Order.

Access in Singapore

81 I further granted the Father liberal access to the Child whenever he was in Singapore, on reasonable advance notice to the Mother and subject to the Child's school schedule.

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Travel outside of Singapore and Canada

82 Each parent had expressed concern that the other might take the Child to a country from which his return could not be secured. Both proposed that travel be limited to countries party to the Hague Convention.[10] To give them the assurance, I ordered that neither parent take the Child, or cause or permit him to travel, to any country that was not a Contracting State to the Hague Convention, without the written consent of the other parent or the permission of the court.

Travel costs

83 I found it reasonable that the Father bear the cost of the Child's travel between Singapore and Canada for access. Each party, in proposing access for the other, had also accepted that the parent exercising overseas access should bear the cost of the Child's travel.[11]

Telephone and video contact

84 The Father would be given telephone or video contact with the Child at least twice a week, on one weekday and one weekend day, of at least thirty minutes each. The Mother was to ensure that the Child could speak with his father freely and in private. Likewise, when the Child was overseas with the Father, the Mother was to have telephone or video contact with him on the same terms, and the Father was to ensure that the Child could speak with his mother freely and in private.

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10 FWS3 at [41]; MWS2 at [48].

11 MWS2 at [47].

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85 On each parent's birthday, and on Mother's Day and Father's Day respectively, I gave the parent who did not have the Child with them not less than one hour of telephone or video contact with the boy, which may be spread across the day, at reasonable times accounting for time differences.

Supporting the relationship with each parent

86 The arrangements I had made would work only if the Child was able to enjoy his time with each parent without being drawn into their conflict. The CER found that this had not always been the case. Members of both sides of the family had made negative remarks about the other parent in the Child's presence, monitored his contact with the other parent, or asked him which parent he would prefer to live with. However well meant, conduct of this kind placed the Child in the middle of his parents' dispute.

87 To facilitate a healthy relationship between the Child and each of his parents, I ordered that parties refrain from, and take all reasonable steps to ensure that members of their household and extended family members refrain from such gatekeeping behaviours.

Therapeutic support for the child

88 The CER recommended that the Child receive therapeutic support. I agreed with this assessment. Years of his parents' conflict had taken a toll on him. He needed a safe space, apart from that conflict, to process what he had been through, and to be equipped to cope with what lay ahead.

89 I therefore ordered that the Child receive therapeutic intervention by a private psychologist agreed by both parents. If the parents could not agree on the appointment of the private psychologist, the Father was to nominate three

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and the Mother, being the care and control parent, was to choose from the three. The appropriate frequency and duration of sessions would then be for the psychologist to decide. Both parents were to co-operate with the psychologist, including by attending any session they were asked to attend, and to support the Child's attendance, including remotely during his time in Canada.

90 The Child's therapy sessions were for him. Neither parent should question him about what he shared in therapy, and I conveyed to the parties my trust that neither would seek to use any such information in any future litigation.

Maintenance for the child

Applicable legal principles

91 The court may order a parent to pay maintenance for the benefit of his or her child. Every parent has a duty to maintain his or her child, whether or not the child is in that parent's care. In assessing maintenance, the court is to have regard to all the circumstances of the case, including the child's financial needs, the standard of living the child enjoyed, and the manner in which the child was being, and was expected to be, educated: ss 68, 69(4) and 127(1)-(2) of the WC.

92 The standard of living the child enjoyed is relevant, but it does not, of itself, make an expense reasonable. The court must consider whether the projected expenditure is reasonable in all the circumstances, including the parents' means. The breakdown of a household invariably has an impact on the family's financial needs and resources: *WBU v WBT* [2023] SGHCF 3 ("*WBU*") at [9].

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The parties' positions

93 The Mother sought from the Father maintenance of $5,070.72 a month for the Child, which she estimated as the Child's total monthly expenses. She also contended that the maintenance should be backdated to 28 December 2025, the date on which the Father had cancelled his payment for the School fees.[12]

94 The Father disputed almost every item of the Mother's claim as excessive or unsupported, and asserted that he did not earn enough to meet it.[13] He did not state any position on backdating.

S/N	Item	Mother's estimate	Father's position
1	Food	$277.69	Excessive and inadequately supported.
2	Transport	$350.33	Excessive and inadequately supported.
3	School and canteen fees	$2,455.00	Choice of school is a privilege and luxury, not a necessity.
4	Karate lessons	$165.00	Not mutually agreed activity; only agree to activities that benefit the Child, not to activities with "the intent of replacing the Father's role by someone else" [*sic*].

12 MWS1 at [39]-[42].

13 FWS3 at [12].

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5	Extracurricular expenses including museum visits and concerts / school snacks	$100.00	Inadequately particularised and insufficiently supported. Reasonable enrichment activities not disputed.
6	Schoolbooks, school uniform	$100.00	Choice of school is not a necessity.
7	Insurance premium	$516.74	No notification or discussion.
8	Internet	$13.55	General household expense.
9	Condominium Management Fees	$392.14	Property not owned by the Mother.
10	Property Tax	$89.35	Property not owned by the Mother; housing expense.
11	Domestic Helper Salary	$316.66	Luxury, not a necessity.
12	Utilities	$103.37	General household expense.
13	Toiletries	$25.00	Arbitrary and inadequately supported; reasonable toiletries not disputed.
14	Subscriptions (Netflix, Apple TV, Tapo (CCTV) and Quelle Histoire)	$15.29	No adequate explanation as to why household and discretionary subscription costs should be attributed.

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15	Footwear	$30.00	Quantum disputed; reasonable expenditure on footwear not disputed.
16	Personal Grooming	$28.00	Quantum disputed. A haircut is $10.
17	Medical Expenses	$37.60	Contradicts request for medical insurance; reasonable medical expenses not disputed.
18	Clothing	$55.00	Quantum disputed; reasonable clothing expenses not disputed.
	TOTAL	**$5,070.72**	

My decision

Child's reasonable needs and expenses

95 The Father's own evidence described the family's standard of living before the marriage broke down as "high and stable". It had been supported primarily by his income as a senior executive and his business interests, and included the costs of private housing, domestic help and the Child's education at the School, together with "regular international travel, extracurricular activities, and enrichment opportunities".

96 That standard cannot be preserved in full now that the parents maintained separate households in different countries. But it remained relevant to what is reasonable for the Child. The Father objected to several items, including the Child's enrolment in the School and the domestic helper, as luxuries rather than necessities. But the applicable test was not necessity; it was

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whether the expense was reasonable for the Child, given the life he had had and his parents' means.

97 Maintenance is not a reimbursement exercise. The law does not require every item of expense to be proved by receipts or assessed at a specific value. A more helpful approach is to draw up a "budget", identifying broad categories of the child's needs and a reasonable sum for each. More exceptional expenses, such as certain medical costs, ought still to be supported by evidence: *WBU* at [10]. A maintenance order made on this basis does not cast the listed items "in stone as if only those specific expenses are allowed to be incurred": *WRX v WRY* [2024] 1 SLR 851 at [62]. How the budgeted sums are spent within each category is a parenting matter, and the court will not be overly prescriptive about it: *WBU* at [11].

98 I adopted that approach. Many of the Father's objections, such as with the costs of haircuts and footwear, were the kind of item-by-item scrutiny the approach was meant to avoid. How the budget was spent within each category was for the Mother to decide, as the parent caring for the Child day-to-day, and the apportionment may change as his needs change.

99 Having considered the evidence before me, I found that a reasonable estimate of the Child's regular monthly expenses was $1,630:

S/N	Item	Court's estimate	Reasons
1	Food	$250.00	The Mother's estimate of $277.69 was modest, and well below the $500 a month the Father himself attributed to

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			the Child's food when in his care in Singapore. I rounded it off.
2	Transport	$350.00	The Child travelled to and from school by taxi, which was consistent with the family's means and past practice. The Father's own figure for the Child's transport was $659.57 a month.
3	Domestic Helper	$300.00	A domestic helper was part of the Child's life throughout the marriage, as the Father's own evidence records. The Father attributed $350.00 a month of the helper's salary to the Child, excluding levy, insurance and medical costs. I did not find this to be an extravagant expense in the circumstances of this family.
4	Accommodation	$500.00	This was in place of the Mother's separate claims for utilities, internet, condominium fees and property tax. The Father objected that the Mother did not own the property. But the Child must have a home, and a reasonable share of the costs of running it is part of his needs, whoever owns it. I assessed this as a single category, using the figures provided by the Mother and adjusting it to reasonable market norms.

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5	Grooming and toiletries	$50.00	This included haircuts, body wash, shampoo and the like. This was a reasonable expense for a boy.
6	Recreation and enrichment	$180.00	This covered entertainment (e.g. streaming services) and enrichment activities or hobbies, which had been a part of the Child's life. This included his karate lessons, which he appeared to enjoy and was a reasonable expense for a child his age.
	TOTAL	**$1630.00**	

100 I apportioned the above sum between the parties and ordered that it be paid as a fixed monthly sum. It excluded the following expenses, which I provided for separately:

(a) *Footwear, clothing, schoolbooks and school uniform*. These would have arisen once or twice a year rather than on a monthly basis. I assessed them at $900 a year ($400 for footwear and clothing; $500 for schoolbooks and school uniform), and apportioned the sum between the parties, to be paid as a fixed annual sum.

(b) *School and canteen fees.* The Child had been attending the School since September 2022 and I had found that it was in his best interests to continue. The Father himself had described the Child's "international private education, specifically [the School]" as part of the family's established standard of living. That was the manner in which the Child was being, and was expected to be, educated. I therefore found

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the fees for the Child's continued enrolment were a reasonable need to be apportioned between the parties and paid for on a reimbursement basis.

(c) *Medical insurance.* It was reasonable for the Child to have medical insurance coverage. The Father himself treated this as part of the Child's expenses during the Child's care in Singapore, at a similar cost to the present policy. That the Mother did not consult him before taking out the policy did not make the expense unreasonable. I found it to be a reasonable need that should be apportioned between the parties and paid for on an annual reimbursement basis.

(d) *Medical and dental expenses*. The Father did not dispute that reasonable medical expenses should be provided for. His own evidence attributed $100.00 per month to the Child's medical, optical and dental needs. It was reasonable to expect that insurance would not cover every such cost. Given the ad hoc nature of these expenses, I found it reasonable for these to be apportioned between the parties and paid for on a reimbursement basis.

(e) *Therapeutic intervention with private psychologist*. The cost of the therapeutic intervention I had ordered for the Child was a reasonable need, incurred for his welfare. I found it reasonable for this to be apportioned between the parties and paid for on a reimbursement basis.

(f) *School enrichment and extracurricular activities.* The Mother claimed $100.00 a month for extracurricular expenses, including museum visits, concerts and school snacks. There was no documentary evidence before me for these expenses. Insofar as they related to enrichment or extracurricular activities organised by or through the

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school, it was reasonable to make provision for them and apportion them between the parties, to be paid for on a reimbursement basis. School snacks were presumably provided for in the canteen fees and the food budget above.

The parties' financial ability

101 The Mother's gross monthly income, including rental income from an overseas property, was $7,152.11. This figure was undisputed. She estimated her own monthly expense at $5,577.49, leaving her a surplus of $1,574.62.

102 The Father's position was less clear, and he had chosen not to clarify it in these proceedings. He had resigned from his employment, moved to Canada and had since begun his own business. He had not disclosed his present income. His assertion that the cessation of his employment was in effect a constructive dismissal was not corroborated by independent evidence. His assertion that he did not earn enough to cover the Child's expenses in Singapore was likewise unsupported by documentary evidence.

103 A parent's financial capacity is not ascertained by reference to income alone. It includes his earning capacity, property and other financial resources: *TBC v TBD* [2015] 4 SLR 59 at [18]-[19]. A parent who gives up his employment without first securing another source of income cannot rely on that to reduce his obligation to his child. As the court observed in *XWN v XWO* [2025] SGFC 142 at [25(c)], "the responsible thing for the Father to do would have been to take steps to secure a new role that would have enabled him to provide an appropriate level of financial support for his family, before resigning".

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104 The Father's last drawn salary was $23,645 a month. At the time, he estimated his personal monthly expenses at $22,514.38 per month and the Child's at $11,078.43. That suggested he had other financial resources to draw on, including rental income from his properties in Canada. This was consistent with the other evidence of his means, including his enrolment in a doctoral programme with fees of €40,000. Nothing in the evidence suggested that his financial resources had diminished, and his education and professional experience indicated that he retained his earning capacity. I therefore assessed his ability to maintain the Child by reference to his earning capacity of $23,645 a month.

105 Both parents have an equal responsibility to maintain the child: section 68 of the WC. That does not mean the cost must be borne equally in numerical terms. Parents may contribute in different ways and to different extents, and each parent's share depends on his or her means and capabilities: *AUA v ATZ* [2016] 4 SLR 674 at [41]; *WBU* at [35]-[36].

106 The Mother submitted that the Father, having the greater capacity to pay, should bear the whole of the Child's estimated monthly expenses, while she paid for his "daily expenses". It was not clear what the Mother meant by this. The daily expenses she referred to appeared to be the very expenses in her own list, which she had asked the Father to bear in full. On her proposal, she would have made no financial contribution to the Child's maintenance, which would not be consistent with the principle of equal parental responsibility.

107 Having considered the Father's earning capacity relative to the Mother's income, I found it reasonable to apportion the Child's reasonable expenses between the parents in the ratio of 75:25, with the Father bearing the bulk of the cost. On that apportionment, the Father's share of the fixed monthly expenses

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rounded off to $1,250 and the fixed annual expenses were $675. The remaining expenses were to be shared in the same ratio, with the Father reimbursing the Mother for his 75% share.

108 I was satisfied that this arrangement met the Child's reasonable needs and fell within the parties' respective financial ability, leaving adequate means for personal expenses. Taking the estimated annual and ad hoc expenses into account, the Mother's share of the expenses would come to about $1,142 per month, which was within her monthly surplus. The Father's share would come to about $3,535 per month, which was about 15% of his earning capacity and well below his own estimates of the Child's expenses.

109 I therefore ordered that the Father pay the Mother, as maintenance for the Child:

(a) A monthly sum of $1,250;

(b) An annual sum of $675; and

(c) 75% of the school and canteen fees, expenses for school enrichment and extra-curricular activities, medical insurance premiums and any reasonable medical, dental and/or therapy expenses, on a reimbursement basis.

Whether the maintenance should be backdated

110 The court has a broad discretion to backdate a maintenance order. Relevant considerations include the need from the date sought, any delay in bringing the claim and the reasons for it, and the hardship to each party of making or refusing such an order: *Lee Siew Choo v Ling Chin Thor* [2014] SGHC 185 at [16].

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111 In this case, the Mother had brought her claim promptly after the Father stopped paying the Child's school fees. The Father had given no reason why maintenance should not be backdated. Based on his earning capacity, I found that he could meet these payments. Given that the Child returned to the Mother's care in mid-January 2026, I found it reasonable that the Father pay backdated maintenance for the Child's school and canteen fees for the current year and other reasonable expenses from February 2026.

112 I therefore ordered that the Father pay the Mother the following additional sums:

(a) $10,000 as backdated monthly maintenance from February to September 2026, to be paid in five monthly instalments of $2,000;

(b) The annual sum of $675 for 2026;

(c) 75% of the school and canteen fees and medical insurance premiums for 2026, to be paid on a reimbursement basis; and

(d) 75% of any medical and/or dental expenses incurred from February 2026.

Costs

113 Following my decision on the substantive issues, I heard parties on costs.

114 The Mother sought costs of all the proceedings on an indemnity basis, in the sum of $115,561.44. She contended that costs should follow the event, as the key issues of custody, care and control and relocation had been decided in her favour. She also contended that the Father's conduct had unnecessarily prolonged the proceedings and increased her costs – in particular, that he kept

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the Child from her and from school on two occasions, that he withdrew from mediation, and that he did not accept her settlement offer. The sum she claimed included the fees of her previous solicitors and the costs of the Hague Convention proceedings in Canada.

115 The Father submitted that there should be no order as to costs, as neither party was the overall winner and a costs order would aggravate the conflict between them.

116 The court may depart from the usual rule that costs follow the event where some other order is more appropriate in the circumstances: P. 22, r. 3(2) of the Family Justice (General) Rules 2024. The court's overriding concern is the fairest allocation of costs, having regard to all the circumstances, including the parties' conduct: *WTU v WTV* [2025] SGHCF 8 at [82]. In proceedings concerning children, an adverse costs order risks marking one parent out as the loser and aggravating the acrimony between parents who must continue to co-parent: *JBB v JBA* [2015] 5 SLR 153 at [23], [26] and [32]. Costs may also be withheld where the dispute called for evaluative judgment on a child's welfare and both parties advanced reasonably arguable positions: *YEV v YEW* [2026] SGFC 102 at [7(c)].

117 At the outset, I would observe that the costs of the proceedings in Canada had no place in this claim. They were incurred outside these proceedings and were plainly not recoverable in them.

118 Though I had found in the Mother's favour on the issues of care and control and relocation, there were good reasons to depart from the usual rule. The central issues of where the Child should live and how he should be cared for and educated called for evaluative judgment on his welfare. Although not

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every position each party took was reasonable, each advanced a workable plan, and the questions were finely balanced.

119 Moreover, neither party's conduct was beyond reproach. As I had found, both parents had at times acted to keep the Child from the other, and both had made allegations that did not assist the court. Such acrimony had arisen at points of major transition in the Child's life, as the family separated and then came to live on two continents. I had also noted that the Mother's settlement offer and the Father declining further mediation had preceded the Father's permanent move to Canada, which changed the issues before the court. I did not think it fair to now hold either against him.

120 Finally, these are parents who must continue to co-parent. A costs order would mark one of them out as the loser and risk deepening the very conflict that has weighed on the Child.

121 Having regard to all the circumstances, I found that the fairest allocation was for each party to bear his or her own costs, in respect of the ancillary matters and all the related applications and proceedings.

Conclusion

122 The orders I made on the ancillary matters are set out in full in the Annex to this judgment.

123 The Child's parents now live apart, on opposite sides of the world, and no order of this court can restore what the family once had. The orders I made were intended to bring the extended litigation to a close, and to give the Child a settled home, a stable routine, and regular time with each of his parents, notwithstanding the distance between them.

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124 When the parties attended before me for my decision, I took the opportunity to address them directly as the Child's parents. I urged them to let my decision mark a fresh start, and not to see the outcome in terms of winning or losing. The orders provided a framework, but whether the arrangements would serve the Child well depended on how the parents cooperated in carrying them out. Each parent must communicate with the other about the Child, support his contact with the other parent, enable him to enjoy his time with each of them, and keep him out of their disputes. Neither parent can do that alone. They must work together, for the sake of the son they both love deeply, and who love them deeply in return.

125 It remains for me to thank counsel for the efforts made to support the parties with resolving matters amicably and to move the case along without delay, for the sake of the Child.

Maryam Hasanah Rozlan
District Judge

Alfred Dodwell (Dodwell & Co) for the Applicant;
Mohamed Niroze Idroos (Niroze Idroos LLC) for the Respondent.

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Annex: Orders Made

Spousal maintenance

(1) There shall be no maintenance for the Mother.

Custody

(2) The parties shall have joint custody of the Child.

(3) Until the Child commences 3e at the School, or Grade 9 or its equivalent at any other school, in the event the parties are unable to agree on matters pertaining to the Child's schooling, including choice of school, applications for the Child's Student's Pass or other immigration passes connected with his schooling, the Mother shall have the final say, provided that before making any such decision she shall: (a) consult the Father and consider his views; and (b) ascertain the Child's views.

(4) Each party shall be entitled to obtain information about the Child directly from his school and medical providers, and to attend school meetings and events.

Care and control and relocation

(5) The Mother shall have care and control of the Child, who shall continue to reside in Singapore.

Access in Canada

(6) The Father shall have overseas access with the Child in Canada as follows:

(a) Summer break (per the School calendar for the year): the whole of the summer break in odd years, commencing 2027; and in even years, commencing 2028, the first half of the summer break, with the second half in Singapore with the Mother.

(b) Year-end holidays (including Christmas): in even years with the Father in Canada; in odd years with the Mother in Singapore.

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(c) In addition to (a), not less than five weeks of school holidays in Canada in each calendar year, which in even years shall include the year-end holidays under (b).

(d) The parties shall agree on the specific periods at least three months in advance. Failing agreement, the Father may choose the periods based on the School's calendar, and shall give the Mother written notice at least three months before the intended date of travel.

(e) For the remainder of 2026, in accordance with the July 2026 Consent Order: from 17 to 31 October 2026, and from 18 December 2026 to 2 January 2027.

(7) The Father shall solely bear the cost of the Child's travel between Singapore and Canada for the purposes of the Father's access.

Access in Singapore

(8) The Father shall have liberal access to the Child whenever he is in Singapore, on reasonable advance notice to the Mother and subject to the Child's school schedule.

Telephone and video contact

(9) The Father shall have telephone or video contact with the Child at least twice a week, on one weekday and one weekend day, of at least 30 minutes each. All such contact shall be at times that take account of the time difference between Singapore and Canada, and subject to the Child's school schedule.

(10) When the Child is overseas with the Father, the Mother shall have telephone or video contact with the Child on the same terms as clause (9).

(11) On each party's birthday, and on Mother's Day and Father's Day respectively, the party who does not have the Child with him or her shall

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have not less than one hour of telephone or video contact with the Child, which may be spread across the day.

(12) Each party shall ensure that the Child is able to communicate with the other party freely and in private.

(13) Each party shall refrain from, and shall take all reasonable steps to ensure that members of his or her household and extended family refrain from: (a) monitoring or restricting the Child's contact with the other party; or (b) making negative remarks about, or behaving negatively towards, the other party in the Child's presence.

Overseas travel

(14) Each party shall be entitled to bring the Child overseas during their allocated care or access period, subject to the Child's school schedule.

(15) Neither party shall take the Child, or cause or permit the Child to travel, to any country that is not a Contracting State to the Convention on the Civil Aspects of International Child Abduction (the Hague Convention), without the prior written consent of the other party or the permission of the court.

(16) The party travelling with the Child ("Travelling Parent") shall give the other party ("Non-Travelling Parent"), in writing and at least one week before the intended travel, a detailed itinerary including: the purpose of travel; the places and dates of travel; the address and confirmed reservations for where the Child will stay; the full names of anyone the Child will travel with; the mode of travel, including confirmed flight or train tickets and vehicle rental bookings; and emergency contacts.

(17) The Child's emergency contact for bookings, reservations and activities shall be the Non-Travelling Parent, or as otherwise agreed by the parties in writing before travel. The Travelling Parent shall give the Non-Travelling Parent the names and contact details of his or her own designated emergency contact, for emergency use only.

(18) During overseas travel, the Non-Travelling Parent shall have telephone or video contact with the Child at least twice a week, on the terms in clauses (9), (10) and (12) and the Travelling Parent shall facilitate it, subject to network coverage. If such contact will be unavailable, the

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Travelling Parent shall inform the Non-Travelling Parent at least 24 hours in advance and provide an alternative means of contact.

(19) Neither party shall travel with the Child during school days, save in exceptional circumstances. In such circumstances, the Travelling Parent shall seek the Non-Travelling Parent's written consent at least three days before travel, which shall not be unreasonably withheld, and shall comply with the above terms on overseas travel.

(20) The parties shall co-operate to apply for a new passport for X before his passport expires, and in any case six months before it expires.

Child's passport

(21) The Child's passport shall remain in the Child's possession at all times, and shall accompany the Child whenever he is with either party for access.

(22) Neither party shall apply for a new passport for the Child, or renew his passport, in Canada or any other jurisdiction without first notifying the other party and obtaining his or her written consent, which shall not be unreasonably withheld.

Therapeutic intervention

(23) The Child is to receive therapeutic intervention with a private psychologist to be appointed by the parties' mutual agreement. The therapy sessions are to commence by 30 November 2026. The appropriate frequency and duration of sessions are to be determined by the appointed psychologist.

(24) If the parties are unable to agree on the appointed psychologist by 31 October 2026, the Father shall nominate and provide to the Mother a list

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of three psychologists by 7 November 2026. The Mother shall appoint one of the nominations within 7 days.

(25) Both parties shall co-operate with the appointed psychologist, including by attending any session they are asked to attend.

(26) Both parties shall support the Child's attendance, including remotely during his time in Canada.

Maintenance for the child

(27) The Father shall pay the Mother the following as maintenance for the Child:

(a) With effect from 31 October 2026, a monthly maintenance of $1,250.00, to be paid on the last day of each month;

(b) An annual sum of $675.00 for footwear, clothing, schoolbooks and school uniform, to be paid by 31 January each year;

(c) 75% of the costs related to school and canteen fees at the School on a reimbursement basis;

(d) 75% of the costs related to medical insurance premiums on a reimbursement basis;

(e) 75% of the costs related to medical and dental expenses (not covered by insurance), and therapy sessions, on a reimbursement basis;

(f) 75% of the costs related to school enrichment and extracurricular activities organised by or through the Child's school, on a reimbursement basis;

(g) Backdated maintenance as follows:

(i) $10,000.00 as lump sum maintenance for the Child for the period of February 2026 to September 2026, to be paid in equal instalments of $2,000.00 per month with effect from 31 October 2026;

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(ii) $675.00 as the annual sum under (27)(b) for 2026, to be paid by 31 October 2026;

(iii) 75% of the costs related to school and canteen fees and medical insurance premiums for 2026 on a reimbursement basis; and

(iv) 75% of the costs related to medical and dental expenses incurred from February 2026 on a reimbursement basis.

(28) All sums payable on a reimbursement basis under clause (27) shall be paid within 14 days of the Mother providing the Father with the relevant invoice(s) or receipt(s).

Orders to supersede previous orders

(29) These orders supersede all previous orders made in respect of the Child in these proceedings, including all applications filed thereunder, as well as related proceedings.

Costs

(30) Each party shall bear their own costs.

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