IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 143

MSS 603/2026

Between

YLY

And

YLZ

JUDGMENT

Family Law *– Maintenance – Enforcement – Show cause – Father alleging business failure, indebtedness, medical unfitness and unemployment – Whether father showed cause why maintenance order should not be enforced – Sections 80 and 81 Women's Charter 1961*

Family Law *– Maintenance – Enforcement – Financial disclosure – Father failing to disclose bank and trading account statements to maintenance enforcement officer – Whether father discharged burden of proving inability to pay – Section 108 Evidence Act 1893*

Family Law *– Maintenance – Enforcement – Competing private debt – Whether obligations to private creditor constitute cause for non-payment of court-ordered maintenance*

Family Law *– Maintenance – Enforcement – Medical unfitness for work – Weight of medical certificates and pending application for public financial*

assistance – Whether loss of earning capacity establishes absence of other resources

***Family Law** – Maintenance – Enforcement – Show payment order – Deferred commencement and graduated instalments for arrears – Whether special circumstances rendered specifying imprisonment in default inappropriate — Section 81(7) and 81(8) Women's Charter 1961*

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YLY
v
YLZ

[2026] SGFC 143

Family Court – MSS 603/2026

District Judge Kow Keng Siong
1, 26 and 27 October 2026

27 October 2026

District Judge Kow Keng Siong:

Introduction

1 This is the Mother's application under s 80 of the Women's Charter 1961 ("**Charter**") to enforce a maintenance order ("**Order**"). The Order requires the Father to pay $6,000/month in maintenance from 1 May 2024. This amount is made up of the following.

(a) $5,500/month for their three children, payable weekly: cl 4(a) of the Order.

(b) $500/month for the Mother, payable on the first day of each month for three years: cl 5 of the Order.

2 The Father did not make any maintenance payment from April to October 2026. As of 27 October 2026, the total arrears are $42,000 – consisting of $38,500 for the children and $3,500 for the Mother.

3 The Father claims that he could not pay because (a) his trading business failed, (b) he is heavily in debt under a loan agreement, (c) he is medically unfit for work, and (d) he is unemployed. The Mother submits that these explanations are not credible, that he still trades, and that he has access to funds.

Summary of decision

4 This application raises two separate questions. My decisions on them are as follows.

(a) *Has the Father shown cause why the Order should not be enforced?*

Decision: No, he has not satisfactorily explained the default in maintenance payments.

(b) *How should the Order be enforced?*

Decision: I accept that the Father is medically unfit for work from July 2026 to until 29 December 2026. This affects when and how the arrears are to be paid. Accordingly, I order that the payment of the *arrears* is to begin from 1 February 2027. They are to be paid by monthly instalments. As for the ongoing maintenance, they remain payable from November 2026. The Father must show proof of payment. If he fails to do so without good reason, he faces imprisonment.

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The law

5 When a person fails to pay under a maintenance order ("**respondent**"), the Court may make enforcement orders. Before it does, that person is given the opportunity to "show cause" – i.e., to explain why the failure had occurred and why enforcement should not follow. The assessment on whether cause is shown is fact sensitive. Among others, the Court considers whether enforcement would be unjust in the circumstances of the case.

6 Where the explanation is that the respondent did not pay maintenance because of unemployment, the following considerations are applicable.

(a) The respondent has the burden to prove his or her claim.

(b) Losing a job shows that income has stopped. It does not, by itself, show that the respondent could not pay. The respondent must go on to explain why he or she could not find other work, or pay the maintenance from savings, assets or credit, or with help from others.

(c) The facts regarding the respondent's finances are especially within his or her knowledge. The respondent must therefore give full and frank disclosure of the financial documents that he or she has or can obtain: s 108 of the Evidence Act 1893; *XZY v XZZ* [2026] SGFC 33 at [32]. If the respondent fails to do so, the Court may find that the explanation is unproved. It may also infer that the respondent has withheld important evidence that would have undermined the explanation: s 116, illustration (g) of the Evidence Act 1893.

7 Having summarised the applicable considerations, I apply them to this case.

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The evidence

Loan agreement and cessation of trading business

8 The Father claims that he could not pay the maintenance because trading losses forced him to close his business and retrench his staff in January 2025. In support of this claim, he relies on a personal loan agreement signed on 26 December 2025 ("**Loan Agreement**"). It records that he owes $7,277,000 to a third party ("**Lender**"). According to the agreement, this amount is a consolidation of past advances, payments, losses and other accommodation ("**Debt**"). Under cl 2.2, he must pay interest of $345,657/year, the first payment falling due on 1 January 2026.

9 The Mother submits that the Loan Agreement is dubious. She points out that the Debt includes losses from the forced sale of an apartment which is not connected to the Father, that no bankruptcy proceedings have been taken against him despite the size of the Debt, that the agreement provides only for the payment of interests but not the Debt, and that it purports to make the children liable for the Debt. In her view, the Loan Agreement is an illegal moneylending arrangement. She also suspects that the Lender is the Father's live-in partner because the Lender's NRIC shows his home address.

10 The Father denies any relationship with the Lender. He claims that she used his address for mailing purposes as she lived abroad, he has not been made bankrupt because that would stop him from working to repay the Debt, and he has taken legal advice to challenge the Loan Agreement.

11 In my view, the Loan Agreement does not explain the default in maintenance. These are my reasons.

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(a) The Loan Agreement has significant unexplained anomalies.

(i) Clauses 1.2(a) and (d) state that the Debt includes money advanced to meet the Father's divorce-related and maintenance obligations. However, the breakdown of the Debt does not include these items.

(ii) Clause 1.2(f) states that the Debt includes losses from the forced sale of an apartment. However, the breakdown attributes that apartment to another person – not the Father. The Father has not explained why he is made liable for the relevant losses.

(iii) Clause 1.2(c) states that part of the Debt was advanced to buy and renovate the Father's HDB flat. This contradicts his own evidence in court that the balance of the purchase price came from a relative.

(iv) The Loan Agreement provides for interest payments. Inexplicably, it does not stipulate the repayment of the principal of $7,277,000.

(b) The Father has failed to satisfactorily explain the anomalies. The Lender could also have been called to address them, as well as the Mother's point about her address. The Father did not call her.

(c) Importantly, the Father disputes the Loan Agreement. He has taken legal advice to challenge it. In my view, he cannot dispute the agreement and, at the same time, rely on it as a binding obligation that prevented him from paying maintenance.

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(d) In any event, there is no evidence that the Loan Agreement had affected the Father's ability to pay maintenance. He produced no records of having made any payment under it. When questioned, he claims that he needs to start paying the interests only after he has found work. This claim is not supported by any provision in the agreement.

(e) Finally, assuming that the Loan Agreement is genuine, this would still not be a good reason for the Father to default on maintenance payments. A court order for maintenance is not an obligation that he may simply set aside in favour of a private creditor. Choosing to pay a private debt instead of court-ordered maintenance is not cause for non-payment.

12 One further important point. The trading account statements annexed to the Loan Agreement show that the Father was still trading in November 2025. This is ten months after he claims to have closed his business in January 2025. The account statements show that he kept his trading accounts, and had the ability to trade, well after he says his trading income had ended. Significantly, the Father has failed to disclose his trading accounts since December 2025 to show the extent of his trading activities.

Bank records and non-disclosure

13 Apart from his trading accounts, the Father had also failed to provide his bank statements to the Maintenance Enforcement Officer ("**MEO**"). This resulted in the MEO having to obtain the statements directly from the banks. This is significant because without making a full and frank disclosure of his financials, the Father cannot show that he had no other means to pay maintenance.

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14 The Father's POSB statements for September 2025 to March 2026 reveal the following.

(a) September to December 2025: Deposits of between $8,000 and $200,000, and withdrawals of between $8,000 and $150,000.

(b) January to March 2026: With one exception, smaller deposits and withdrawals, generally of $6,000 to $7,000. This is about the size of a month's maintenance.

(c) March 2026: $25,000 received by PayNow from a friend, and the same sum transferred out on the same day with the references "HSBC" and "INVS".

(d) End of March 2026: A balance of about $200.

15 The Father has not explained the sources and purposes of the deposits and withdrawals. His disclosure of the relevant information is piece-meal. One example is the $25,000 PayNow transaction in March 2026. It was only when this transaction was raised that he explains that (a) he had an active trading account at the material time and (b) the $25,000 was a trade that he had done – for a friend as a favour. This explanation is not supported by any document. It is also telling in that on his own account, in March 2026 – the month before he stopped paying maintenance – he had an active trading account. He has not disclosed its statements, or what it held then or holds now.

16 Large sums (which are not fully explained) passed through the Father's POSB account in late 2025. He had an active trading account in March 2026. Given this, I find that a near-empty POSB account does not prove that the Father lacked the means to pay maintenance during the material period.

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The HDB flat

17 The Father bought an HDB flat in April 2025 and paid for it in full. The Mother contends that he paid for the flat at a premium.

18 The Father does not dispute this fact – but explains that two-thirds of the flat's price came from his CPF savings and the rest were from a relative's loan.

19 I note that this explanation is inconsistent with cl 1.2(c) of the Loan Agreement, which states that the Lender provided funding for the flat. This inconsistency affects the credibility of the Father's claim regarding the source of funding for the flat.

20 That said, I find that a flat bought a year before the maintenance default does not, by itself, show that the Father had cash to pay maintenance from April to October 2026. Accordingly, I give this point limited weight.

Insurance policies

21 Next, I turn to the Father's claim that he surrendered two insurance policies in August and December 2025 and used the proceeds to pay maintenance until they ran out in March 2026.

22 If proved, this claim would support the Father's case that he was struggling financially at the material time and had taken drastic steps to keep paying. However, I find that he has failed to prove this claim. These are my reasons.

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(a) The only document that he produced to support the claim is a letter dated 8 September 2025. It records the termination of a life policy on that date. It does not show whether, when, or how much was paid out.

(b) When asked, the Father pointed to two receipts in his POSB statements as proof of his claim: $26,647.44 on 11 September 2025 and $11,564.72 on 31 October 2025. I note that those dates do not match his claim that the policies were surrendered in August and December 2025.

(c) Further, sums similar to the funds received on 11 September and 31 October were withdrawn *on the same day*. Where those funds had gone to has not explained. He has not shown that these funds can be traced to maintenance payments that he made before April 2026.

Medical certificates

23 Next, I turn to the Father's explanation that he was unable to pay maintenance because he was unfit for work. According to him, disputes with the Lender over the Loan Agreement had led to her harassing him. This caused him to suffer from depression and to receive psychiatric treatment and counselling. To support this claim, he produces two certificates from the same doctor.

(a) The first, dated 7 July 2026, certifies him temporarily unfit for all work for three months. It does not name the medical institution.

(b) The second, dated 29 September 2026, certifies him unfit from 29 September to 29 December 2026. It bears the stamp of a clinic of the Institute of Mental Health ("**IMH**").

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24 The Mother questions the validity of the certificates. She highlights that the first certificate was produced only in September 2026, was not mentioned at the court mention on 21 July 2026, and does not name the institution. She suspects that the doctor who issued the certificates is a friend of the Father's who works at NUH as that friend has a similar name. During the hearing, she did not give the friend's full name.

25 The Father denies that the doctor is his friend.

26 I accept both certificates. Late production may reduce the weight of the first certificate. It however does not show that the certificate is false. The *IMH* stamp on the second certificate addresses the Mother's suspicion that they came from a friend at *NUH*. Further, a similar name does not prove that the two doctors are the same person. In the absence of contrary evidence, I give the certificates substantial weight. They establish that the Father was unfit for work from 7 July to 29 December 2026. That said, in the absence of full and frank disclosure from the Father, the certificates do not prove that he has no access to other sources of funds.

ComCare assistance

27 Next, I turn to the fact that the Father has been granted Comcare assistance for three months from July to October 2026. He applied for ComCare assistance on 10 September 2026. During the hearing, there is no evidence regarding the outcome of that application.

28 The Mother submits that the grant of ComCare assistance does not reflect the Father's true means. This is because only recent bank statements are needed for the application and he may have emptied his bank accounts by then.

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29 I am unable to accept the Mother's submission – it is highly speculative. I accept that the grant of ComCare assistance suggests that the Father faces financial hardship from July 2026. That said, just like the medical certificates do not prove that he has not access to other sources of funds.

Has the Father shown cause?

30 Assessing the evidence holistically, I find that the Father has failed to show cause why the Order should not be enforced for the arrears of $42,000.

(a) *April to early July 2026.* The Father has not provided satisfactory explanation for the maintenance default. The default began before the medical certifications or the grant of ComCare assistance. It began just a month after $25,000 passed through his account, with no documented explanation, while he held a trading account that he has not disclosed. His account of the insurance proceeds is unproved. Apart from a bare assertion, there is no documentary evidence that he had looked for work during the relevant period.

(b) *July to October 2026.* The evidence of hardship is materially stronger. He was unfit for work. That said, this fact merely proves that he lost his earning capacity during the relevant period. It does not show that he had no other resources. Given his failure to provide full and frank disclosure, he has failed to show that no payment could reasonably have been made by him.

How the Order should be enforced

31 Finally, I turn to the issue of how the Order should be enforced. On this, two considerations must be balanced. *One*, the Mother and the children must

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receive what the Father owes. *Two*, the payment terms should take account of his present circumstances and give him a fair chance to comply. On the second point, for the avoidance of doubt, my finding that he has not shown cause means that he has not justified his default. It is not a finding that he can pay a large sum today.

32 Balancing the two considerations, I make the following orders.

(a) *Order unchanged.* The Order remains in full force. Nothing in this enforcement order suspends or reduces ongoing maintenance.

(b) *Arrears.* As for the arrears of $42,000, the Father shall pay them by way of monthly instalments of $1,000 on the first day of each month, starting on 1 February 2027. In fixing the commencement date for paying the arrears, I have considered the fact that he is unfit for work until December 2026.

(c) *Show payment.* The Father shall show proof of payment of (i) the ongoing maintenance and (ii) the arrears instalment. The show payment will commence in November 2026 and February 2027 respectively.

(d) *Default.* If the Father fails to show proof of any payment under (c), and does not show good cause, he shall serve imprisonment: one day for the arrears instalment ($1,000) and six days for the ongoing maintenance ($6,000).

(e) *"Special circumstances"*. Under s 81(7) of the Charter, I must not specify imprisonment for breach of a show-payment order if "special circumstances" make that inappropriate. In this regard, s 81(8) stipulates that a respondent's state of health is a relevant consideration. In my

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view, “special circumstances” exist in November and December 2026 which makes a default term of imprisonment inappropriate. The Father has been certified to be unfit for work during these two months. There is also evidence that he is receiving treatment at IMH at the time of this judgement.

33 I conclude with the following remarks for the Father.

If your circumstances truly prevent you from paying, then there is the option of applying to vary the Order. This will require you to disclose your finances in full.

Simply stopping payment is not an option.

Kow Keng Siong
District Judge

Mother and Father in person.

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