

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 76

FC/OAG 32/2024

MSS 381/2026

Between

YEN

... Applicant

And

YEO

... Respondent

GROUNDS OF DECISION

*[Guardianship of Infants Act 1934] [effect of MSS order on child maintenance
in guardianship proceedings] [sole care and control] [child maintenance]
[Child Development Account trustee] [section 4(1)(b) of the Child Development
Co-Savings Act 2001]*

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YEN

v

YEO

[2026] SGFC 76

Family Court — OAG 32/2024, MSS 381/2026

District Judge Tan Shin Yi

31 March 2026 and 15 May 2026

11 August 2026

District Judge Tan Shin Yi:

Background Facts

1. The parties are not married but were previously in a relationship. They have two children, currently aged 7 and 5 years (“A” and “C” respectively). In 2021, the Mother filed an application for maintenance for the children (MSS 7xx/2021) and there is an existing maintenance order dated 1 September 2021 for:
 - (i) the Father to pay the sum of \$600 per month as maintenance for the children;

- (ii) the parties to share equally the children's monthly education expenses by depositing an equal sum into the children's Child Development Accounts ("CDAs");
 - (iii) for the parties to each pay for one child's health insurance fixed at \$40 a month; and
 - (iv) for the Father to bear 80% of the children's reasonable medical, dental and/or spectacles expenses ("the MSS Order").
2. On 21 December 2024, the Mother filed OAG 32/2024 for orders on custody, care and control, and access of the children as well as maintenance orders for the children ("the Guardianship Application"). The Mother subsequently also filed MSS 381/2026 to vary the MSS Order to the sum of \$11,354.52 per month as maintenance for the children, alternatively, for the Father to pay child maintenance of \$6,748.22 per month and for the Father to bear 100% of the children's education, enrichment, tuition, medical, dental fees and insurance policies at the Mother's "sole choice and discretion" ("the MSS Variation Application").
3. Both the Guardianship Application and the MSS Variation Application were heard by me on 31 March 2026, and these are the reasons for my decision.

Custody, care and control and access

4. Both parties agreed that they should have joint custody of the children. It was therefore ordered that by consent, the Mother and Father shall have joint custody of A and C.

5. Each party sought sole care and control of the children. It is not disputed that the Mother has been the main caregiver of the children since their birth and that the Father has been exercising overnight access to them once a fortnight. The Father submits that he should instead have care and control as he claims to be the parent who can provide “the most stable, consistent, and nurturing environment”¹ for the children. The Father also claimed that the Mother relies on a domestic helper and the children’s maternal grandmother to care for the children, indicating that she cannot take care of the children by herself. However, the Father also stated that he will similarly engage the assistance of his father to help with the care of the children.
6. The Mother submits that care and control of the children should remain with her and their access with the Father should be fixed as reasonable access, with the date and time to be mutually agreed. She claimed that² while the Father exercises his access every fortnight from Saturday to Sunday, he will not indicate the timing of his access in advance and she is often left waiting for him to decide when to pick up the children.
7. The court’s paramount consideration is, and always will be, the welfare of the child, pursuant to section 3 of the Guardianship of Infants Act 1934 (“the GIA”). It is trite law that the term “welfare” is to be interpreted widely and is meant to include³ the general well-being of the child and all aspects of his/her upbringing. In *ABW v. ABV* [2014] 2 SLR

¹ Paragraph 23 of the Father’s reply affidavit filed on 20 August 2025.

² Paragraph 16 of the Mother’s affidavit in support filed on 21 December 2024.

³ *Tan Siew Kee v. Chua Ah Boey* [1987] SLR (R) 725.

769, it was held that “continuity of arrangements or stability is an important factor for the emotional well-being of a child”⁴.

8. While the Father claims that his application for care and control is based on the “need for stability”⁵ in the children’s lives and the deterioration of parties’ co-parenting relationship, he has not shown how the children’s lives would be more stable if the status quo were reversed and care and control is granted to him. In fact, if care and control were reversed, this would cause upheaval and disruption in the children’s lives. There is no evidence that the Mother cannot continue to care for the children even with her slipped disc; and the court should always be cautious or hesitant when reversing care and control, especially when the care and control of the children has been with the same parent since their birth. Other than the Father claiming that he has flexible working hours and the assistance of his father where necessary, he has not shown that uprooting the children from their home with the mother is in the children’s welfare.
9. In *ABW v. ABV*, the court also found that switching care and control is a possible remedy if it is found that⁶ the parent having care and control has been either deliberately or unconsciously interfering with the bond between the child and the other parent, and where the child starts to show animosity towards a parent with whom he previously had a loving relationship. In the present case, there is no such allegation or evidence

⁴ [20] of *ABW v. ABV* [2014] 2 SLR 769.

⁵ Paragraph 76 of the Father’s written submissions filed on 26 March 2026.

⁶ [29] of *ABW v. ABV* [2014] 2 SLR 769.

of any interference with the relationship between the Father and the children which would justify switching care and control.

10. In the circumstances, I find that it is in the children's welfare to continue in the care and control of the Mother. It would also be in the children's best interests to fix access to the Father, instead of leaving it as "reasonable access" so that the children would have stability and predictability in their routine. Further, given the recent incidents and disagreements regarding access, it is clear that vague and adhoc access would cause the parties further difficulties.
11. It is not disputed that the Father has access to the children from Saturday to Sunday every fortnight. At the hearing, the Mother's counsel submitted that parties had agreed on the Father's access from 1.30pm on Saturday to 4pm on Sunday. It is therefore ordered that the Mother shall have care and control of the two children and the Father shall have access from 1.30pm on Saturday to 4pm on Sunday every fortnight. The venue for pickup and handover for access shall be at the Hxxx Shopping Mall entrance or a venue mutually agreed by parties in writing.
12. Pursuant to section 26(9) of the Family Justice Act 2014, the court may order any party to the proceedings or any child involved in the proceedings to undergo counselling. In the present case, given that the parties' relationship is acrimonious and they are unable to cooperate or agree on important issues relating to the children, counselling in respect of co-parenting would be beneficial to both parties. A and C are currently very young and the parties still have a long way to go in their parenthood journey. I therefore order that both parties attend counselling

at a Divorce Support Specialist Agency (DSSA) with an emphasis on co-parenting and communication in the best interests of the children.

Maintenance for the children

13. Prayer 3 of the Guardianship Application sought either (i) a variation of the MSS Order for the children's maintenance to the sum of \$11,354.52 per month; or "in the alternative", (ii) monthly children's maintenance at the sum of \$6,748.22 per month, and for the Father to bear 100% of the children's education, enrichment, tuition, medical, dental and insurance policies expenses/fees "at the sole choice and discretion of" the Mother.
14. At a case conference on 9 February 2026, the assistant registrar directed the Mother to withdraw prayer 3 as she was of the view that the Mother should instead file a separate application for variation of the MSS Order under the Women's Charter 1961 ("the Charter"). This resulted in the filing of the MSS Variation Application, as mentioned in paragraph 2 above. Parties then proceeded for hearing of both applications on the basis that regarding the children's maintenance, the court would need to consider only the factors relevant for variation of the MSS Order.
15. At the hearing before me, I took the view, with respect, that prayer 3 of the Guardianship Application was wrongly withdrawn and reinstated it. Prayer 3 was for *either* a variation of the MSS Order *or* alternatively, a fresh order on maintenance of the children. The Guardianship Application was filed pursuant to the Guardianship of Infants Act 1934 ("GIA"), and section 5 of the GIA engaged the court's jurisdiction to

deal with the payment of the children's maintenance. Thus, there was no necessity for the Mother to file a separate MSS application for the variation of the MSS Order as the court could deal with the issue of the children's maintenance in the Guardianship Application.

Effect of the MSS Order on GIA proceedings with regard to child maintenance

16. I directed counsel to consider the issue of whether the court was bound by the existing MSS Order, which was made under the provisions of the Charter, in determining the children's maintenance for the Guardianship Application. In other words, in dealing with the issue of the children's maintenance, what was the effect of the MSS Order on subsequent GIA proceedings? Was the court bound by the factors and legal principles of variation of the MSS Order, under the Charter, or could the court relook what was a reasonable sum of maintenance to award for the children? To my knowledge, there is no local case authority on this specific point.
17. The Father's counsel acknowledged that⁷ the legal framework applicable to child maintenance sought in the context of a guardianship application is different from the legal framework applicable to the variation of an existing child maintenance order made in MSS proceedings. However, the Father's submission was that⁸ "since the Applicant seeks to vary" the MSS Order, the legal principles applicable should be those for variation only, since there was already a pre-existing maintenance order. The submissions did not address the issue of whether the court was only

⁷ Paragraphs 3-5 of the Father's further submissions filed on 16 April 2026.

⁸ Paragraph 36 of the Father's further submissions filed on 16 April 2026.

bound to consider the variation principles and could not consider afresh the issue of reasonable maintenance for the children.

18. I asked both counsel to consider the case of *ATZ v. AUA* [2015] SGHC 161. While this case concerned the effect of an order made under the GIA on ancillary matters and as such, the reasoning or principles did not strictly apply to the present case, I was of the view that a similar analogy could be drawn.

19. In *ATZ v. AUA*, orders for the custody, care and control of the child were made pursuant to cross-applications filed under the GIA *before* parties filed for divorce. After divorce proceedings commenced and at the ancillary matters hearing, the question arose regarding the effect of a care and control order made under the GIA on ancillary proceedings. The High Court found that⁹ the discretion of the court in making ancillary orders pursuant to the Charter was not fettered by any previous order made under section 5 of the GIA, relating to the custody, care and control and access of the child. This was because¹⁰ (i) the Charter required the court to exercise a wider statutory discretion when determining issues related to the child in ancillary proceedings, compared to the GIA; and (ii) a GIA order made in contemplation of a divorce only has an “interim effect” because it does not allow a court to assess holistically the interaction between maintenance, matrimonial assets and the custody, care and control issues. Procedurally, the court

⁹ [98] of *ATZ v. AUA* [2015] SGHC 161.

¹⁰ [99] and [101] of the above judgment.

could also make an express order in the ancillary proceedings that the GIA order is to be superseded by the ancillary orders.

20. Pursuant to section 5 of the GIA, the court may make orders as it may think fit regarding the custody, right of access of an infant and the payment of any sum towards the maintenance of the infant. The court may also *alter, vary or discharge such order on the application of either parent*. It is thus clear that the power of the court under section 5 of the GIA is a broad one.

21. The MSS Order was made pursuant to section 69 of the Charter. Section 69 provides that a court may order a parent to pay maintenance for a child, *on due proof that a parent has neglected or refused to provide reasonable maintenance for his or her child who is unable to maintain himself or herself*. It is thus clear that the court's jurisdiction is engaged on much more narrow terms when ordering maintenance for a child under section 69 of the Charter, as compared to section 5 of the GIA. It must be proven that a parent had neglected or refused to provide *reasonable* maintenance for the child before the court can make an order for child maintenance under section 69 of the Charter, whereas there is no such consideration when making a child maintenance order under the GIA.

22. Once a child maintenance order is made pursuant to section 69 of the Charter, however, it may only be varied or rescinded pursuant to section 72 of the Charter, which necessitates proof of (i) either a change in the circumstances of parties or the child/ren; or (ii) "other good cause". Section 72(2) further provides that the court may take into consideration

any change in the general cost of living between the date of the making of the order sought to be varied and the date of hearing of the application.

23. There is also nothing in the GIA to state that the court is bound to consider any previous order made on maintenance. Even if any previous order on child maintenance was made pursuant to the GIA, which is not the case here, section 5 of the GIA provides that the court may alter, vary or discharge such order *without restriction*. The GIA does not specify that the court's discretion in awarding child maintenance should be fettered such as to be bound to *vary* the terms of a previous child maintenance order made. In any event, I am not saying that the court should completely disregard a previous child maintenance order in assessing child maintenance under the GIA, only that the court is not strictly bound by the legal principles to be applied in varying such an order but may consider afresh the issue of child maintenance.
24. It may also be posited that in making a child maintenance order under section 69 of the Charter, it is also contemplated that such an order *may* have an interim effect compared to child maintenance orders made pursuant to GIA proceedings. This is because when making child maintenance orders in GIA proceedings, the court may also consider and make orders on all other issues concerning the child's welfare, including custody, care and control and access. In contrast, the court in section 69 proceedings may only consider the factors listed in section 69(4) of the Charter when ordering child maintenance.
25. Even if I am wrong in finding that the court is not bound to consider the principles of variation in assessing child maintenance in these

proceedings, I am satisfied that there is good basis to vary the MSS Order even under the provisions of the Charter. Section 72 of the Charter clearly states that a child maintenance order may be varied if there is a material change in the circumstances of parties or the child/ren, or for “other good cause”. In *AXM v. AXO* [2014] 2 SLR 705, it was acknowledged that¹¹ the power of the court to vary a maintenance order for children under section 72 is not only limited to situations of material change. In *ATS v. ATT* [2016] SGHC 196, the court stated that the situations which could amount to “other good cause” would be¹² fact-specific and each case must be decided on its particular facts.

26. It is trite law that¹³ in assessing whether there has been a material change in circumstances, the comparison is between the circumstances prevailing at the time the order was made and the circumstances prevailing at the time of the application. At the time of the MSS Order, made almost 5 years ago, the children were only about one and two years old respectively. The children required milk powder and diapers, and the children’s reasonable expenses at the time were estimated to be¹⁴ only about \$725 per month, excluding their school fees, hospitalization insurance premiums and ad-hoc medical expenses. At the time, it was found that¹⁵ the Mother was earning an average of \$5,274 per month and

¹¹ [33] of *AXM v. AXO* [2014] 2 SLR 705.

¹² [16] of *ATS v. ATT* [2016] SGHC 196.

¹³ *BZD v. BZE* [2020] SGCA 1.

¹⁴ [49] of the trial judge’s decision at *VXT v. VXS* [2021] SGFC 119.

¹⁵ [52] of the above decision.

the Father, an average of \$19,050.41 per month, and the Father was to bear 80% of the children's expenses.

27. Currently, the children are about 5 and 7 years old. The elder child, A, is now in primary school and incurring school-related expenses, including school bus transport, student care, pocket money and enrichment classes. The younger child, C, will also enter primary school next year (2027). The children's expenses have increased from the time of the MSS Order, as there are many more items of expense now.
28. The MSS Order also provided for the parties to "share equally" the children's monthly education expenses by depositing an equal sum into the children's Child Development Accounts ("CDAs"). At the time of the MSS Order, the children were so young that there were no real education-related expenses to be incurred save for childcare/preschool fees. However, A is now in primary school and C will be entering primary school next year. The mode of payment for the children's education expenses in the MSS Order is no longer workable as parties cannot agree on what should be an "equal sum" for the children's education expenses, such as student care and enrichment. It is thus clear that there has been a material change in circumstances from the time the MSS Order was made, necessitating a variation in the children's maintenance.

Reasonable child maintenance

29. I now turn to what is a reasonable amount of child maintenance to award in the present case. The Mother submitted that the children's expenses¹⁶ now total \$6,722 per month, which the Father disagreed with. My decision on the children's expenses is summarised in the table below, with the reasons set out in the ensuing paragraphs:

<u>S/n</u>	<u>Item of expense</u>	<u>Mother's Claim (\$)</u>	<u>Father's proposal (\$)</u>	<u>Decision (\$)</u>
1	Food (including milk)	890	380	600
2	Transport (school bus for A)	300	0	300
3	Pocket money (for A)	88	60	66
4	School fees	783	CDAs	783
5	Student care and enrichment (for A)	1,300	Reimbursement/230	600
6	Enrichment classes ¹⁷	460 for A and 1,088 for C	0 Reimbursement if consent	600 C is not attending any enrichment classes yet.

¹⁶ Paragraph 12 of the Mother's supporting affidavit filed on 21 December 2024 and paragraphs 4-6 of the Mother's supplemental affidavit filed on 23 June 2025.

¹⁷ The Mother has classified this as "extracurricular expenses" in paragraph 4(g) of her supplemental affidavit, although these should rightly be classified as enrichment expenses since they involve piano and swimming lessons.

7	Extracurricular expenses	100	0	50 Currently, only A is incurring such expenses for CCA in school.
8	Schoolbooks, school uniforms	60	Reimbursement	50
9	Insurance premiums	520	80 (40 per parent) as per MSS Order	100
10	Clothing (including diapers)	168	40	80
11	Shoes	25	Reimbursement	20
12	Haircut	20	8	20
13	Accessories	20	0	10
14	Electronic items	100	Reimbursement	80
15	Holiday/overseas trip	600	0	100 Includes tour/outing, which the MSS Order also included.
16	Medical	100	Reimbursement 80-20 as per MSS Order	100

17	Dental	100	Reimbursement 80-20 as per MSS Order	100
	<u>Total</u>	<u>6,722</u>	<u>1,926</u>	<u>3,659</u>

30. For the expense of student care, the Father accepted that an “appropriate baseline level of student care”¹⁸ was necessary but disagreed with the Mother’s choice of a more expensive student care centre. The Father claimed that he was not consulted on the choice of student care centre before the Mother registered A, and countered that the Mother should instead have enrolled A in a cheaper student care centre. The Father also disagreed that the enrichment/additional classes provided by A’s student care, which are included in the expense claimed by the Mother, were necessary and took issue with the Mother unilaterally deciding on enrichment classes for the children and making the Father pay for such classes.

31. While the Mother may be the parent with care and control of the children and thus the one making decisions on the children’s day-to-day lives and activities, I agree with the Father that the Mother cannot unilaterally decide on expensive student care, tuition or enrichment classes for the children and expect the Father to fully subsidise such expenses, especially if such expenses are not reasonable. What is a reasonable expense would of course depend on the facts of each case, the standard of living the parties and children are accustomed to, the parties’ means

¹⁸ Paragraph 50 of the Father’s written submissions filed on 26 March 2026.

and the needs of the child. As stated in *WOS v. WOT* [2023] SGHCF 36 at [50], “the court is only concerned with what a child in the circumstances reasonably needs”.

32. Further, A and C are only 7 and 5 years old; they should not need more than one or two enrichment classes each in order for them to nurture their creativity and broaden their horizons. For A, as she is currently in primary 2, tuition/enrichment for school subjects would help to reinforce her academic foundations and improve her grades. As such, I have estimated a reasonable sum for this expense in the table above.

33. It can be seen that for items of expense such as schoolbooks, school uniforms, shoes, electronic items, medical and dental expenses, the Father seems to be objecting mainly to the mode of payment and not the item of expense as submitted by the Mother. However, in view of the parties’ current acrimonious relationship and inability to engage in meaningful discussion on the children’s matters¹⁹, it is neither practical nor feasible for the Mother to have to keep sending receipts to the Father and seeking reimbursement from him.

34. I accepted the Mother’s submission that²⁰ she often had to seek the Father’s consent on expenses which he did not agree with, such as education-related expenses, and that the Father often questioned her on whether certain expenditures were “necessary”. I also found the Father’s

¹⁹ Paragraphs 23-25 and page 173 of the Mother’s supporting affidavit filed on 21 December 2024.

²⁰ Paragraphs 20-23 of the Mother’s supporting affidavit filed on 21 December 2024.

insistence that there was no material change in the children's expenses unreasonable, given the passage of time since the MSS Order was made and the children's current age and needs. Since the Father claimed that he did not dispute that the "children's needs evolve as they grow older"²¹, and it has been almost 5 years since the MSS Order, the children's current needs and increased expenses warranted an increase in the amount of maintenance previously ordered.

35. In the circumstances, instead of leaving certain items of expense for the Mother to seek reimbursement from the Father, the Father should pay a fixed sum for the children's maintenance. Taking into account all the relevant items of expense listed, I find that the children's reasonable expenses amount to about \$3,700 per month (rounded up from \$3,659 as per the table above).

36. The Father is a wealth manager with a bank and claimed that his monthly salary was about \$6,426 per month. He claimed that his income was commission-based and that his actual total income "fluctuates widely"²². However, based on the Father's Notices of Assessment²³, his annual income for the year of assessment 2024 was \$372,156. This worked out to a monthly income of \$31,013. The Mother works as a sales manager and based on her Notice of Assessment²⁴, her annual income for the year of assessment 2024 was \$67,200. This worked out to a monthly income

²¹ Paragraph 16 of the Father's written submissions filed on 26 March 2026.

²² Paragraph 16 of the Father's reply affidavit filed on 20 August 2025.

²³ Pages 90 of the Father's reply affidavit filed on 20 August 2025.

²⁴ Page 17 of the Mother's supporting affidavit filed on 21 December 2024.

of \$5,600. Based on these figures, the Father's income is more than 5 times that of the Mother's. I therefore found it reasonable for the Father to pay the sum of \$3,000 per month for the children's maintenance, which amounts to about 80% of the children's total expenses (rounded up) and so ordered. This order on maintenance shall supersede the MSS Order.

37. While the Father claimed that²⁵ he has "heavy" financial obligations, his largest loan is a revolving loan and it was not specified what this was for. The Mother suggested that this was in fact a loan taken out to fund the Father's investments. In any event, the Father claimed that his monthly repayment obligations amounted to \$18,480; which are well within his means given his income. The Father also asserted that the Mother had made some "material"²⁶ omissions in failing to disclose the monies she received when she sold her property in July 2024 and unverified claims of expenditure/withdrawal.

38. While the parties' means may be relevant for the purposes of assessing reasonable child maintenance to be paid, it is important to note that the current proceedings are not matrimonial proceedings and as such, there would be no inquiry into the full extent of parties' assets. In any event, I note that the Father himself had not disclosed the values of his own assets in the proceedings.

²⁵ Paragraphs 17-18 of the Father's reply affidavit filed on 20 August 2025.

²⁶ Paragraphs 64-68 of the Father's written submissions filed on 26 March 2026.

Backdating of the children's maintenance

39. The Mother sought to have the varied/children's maintenance backdated to 1 January 2025, or alternatively 21 December 2024, which is the date of filing of the Guardianship Application. The Father did not make any submissions regarding the backdating of the varied maintenance.

40. As stated above, the power of the court to order maintenance for a child, pursuant to section 5 of the GIA, is a broad one. As the Mother had filed the Guardianship Application, including her prayer for children's maintenance, on 21 December 2024, the order for children's maintenance should commence from 21 December 2024. Even though the MSS Order also provided for the Father to make other payments, in addition to the fixed sum of \$600 per month, as maintenance for the children, there was no evidence before me of the total sum the Father had paid towards the children, in compliance with the MSS Order, from 21 December 2024 to-date.

41. In order for parties to properly account for the total arrears owing from the increased maintenance, I therefore directed that the Father should provide to the Mother within 2 weeks a full schedule of the payments he has made in compliance with the MSS Order from 21 December 2024 to-date.

Transfer of the children's CDAs

42. The Mother has also asked for the children's CDAs to be transferred to her, as the Father is currently the sole trustee of these accounts. The

Father does not agree and claims that he requires the CDAs to “remain involved and informed of the children’s lives”²⁷.

43. The monies in a child’s CDA can only be used for certain specified purposes, and can only be used until the last day of the year the child turns 12 years old²⁸. After the child turns 12, the CDA will be closed and the monies transferred to the child’s Post-Secondary Education Account. Monies in the CDA also cannot be used for payment of primary or secondary school fees.

44. Section 4(1)(b) of the Child Development Co-Savings Act 2001 provides that where the care and control of a child member is granted to the parent of the child who is not the trustee of the moneys in a child’s CDA, the trustee must be substituted with the parent to whom care and control has been granted, even if custody of the child remains with the trustee parent. Regulation 8(1)(a) of the Child Development Co-Savings Regulations further provides that where the care and control of a child member is granted under an order of court to a parent or person other than the trustee of the CDA, the trustee shall notify the Director of such event. Regulation 8(2) provides that non-compliance with regulation 8(1) is an offence.

45. In the circumstances, as the Mother is the parent with care and control of the children, I ordered that the Father shall transfer the children’s

²⁷ Paragraph 73(e) of the Father’s reply affidavit filed on 20 August 2025.

²⁸ Baby Bonus Child Development Account (CDA) | LifeSG.

CDAs to the Mother forthwith and the Mother shall be substituted as trustee of the said accounts.

Tan Shin Yi
District Judge

Poh Jun Zhe, Malcus (Malcus Poh Law Corporation)
for the Applicant;
VM Vidthiya (Victory Law Chambers LLC) for the Respondent.
