

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2026] SGFC 85

MSS 2758 OF 2025

Between

YFA

... Applicant

And

YFB

... Respondent

GROUND OF DECISION

[Family Law — Maintenance — Enforcement of Maintenance Order]

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**YFA
v
YFB**

[2026] SGFC 85

Family Court — MSS 2758 of 2025
Magistrate Soh Kian Peng
28 April 2026

22 June 2026

Magistrate Soh Kian Peng:

1 MSS 2758 of 2025 (“MSS 2758”) was the Mother’s application brought under s 71 of the Women’s Charter 1961 to enforce a consent order, made in the wake of divorce proceedings, under which the Father was to pay her \$1,500 a month as maintenance for two children, “A”, and “B”.

2 The matter was fixed for trial before me on 28 April 2026. After hearing evidence and arguments from the parties, I allowed the Wife’s application in MSS 2758. These are my reasons.

3 The Mother’s quarrel was not with the fact that the Father had not paid the sums due under the maintenance order, but rather, that the Father had, of his own accord, decided to pay these sums directly to the children instead of transferring them to her.

4 The Mother also complained of the fact that the Husband had paid for A's dental treatment, and then decided to unilaterally deduct those sums from the monthly sum of \$1,500 that was due to her under the maintenance order.

5 Having considered the evidence, as well as the testimony of both the Mother and the Father, I found that the total arrears came up to \$1,200. This sum represented the Mother's share of the dental treatment for A which the Father had unilaterally deducted.¹

6 The Father was mistaken in thinking he was entitled to make such a deduction. There was no clause in the consent order that allowed the Father to unilaterally deduct that sum from the monthly maintenance of \$1,500 for both children.

7 As for the Mother's claim that the Husband was in arrears because he did not pay these sums to her, but rather, directly to both the daughters, while I acknowledge that the consent order did indeed provide that those sums were to be paid to her directly, ultimately, the Husband did provide maintenance for his children by transferring the money directly to their accounts which, as I have heard, they have used for their daily living expenses. The Mother had also explained that, given that both children were teenagers, she would transfer the sums she had received from the Father directly to their bank accounts for their use.

8 Therefore, while it was true that the Father had not strictly complied with the plain wording of the order, insofar as the spirit of the order was

¹ Transcript at p 26.

concerned, which was to ensure that both children were provided for in the wake of parties' divorce, I was satisfied that the Father had complied with it.

9 To sum up, I found that the total arrears came up to \$1,200, and that this sum should be enforced against the Father. He was ordered to pay off these arrears in instalments of \$200 per month. These instalments were to be paid on the last day of every month to the Mother's designated bank account.

Soh Kian Peng
Magistrate

The Mother in person and unrepresented;
The Father in person and unrepresented.
