

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2026] SGFC 93**

MSS 47 of 2026

Between

XXI

*... Applicant*

And

XXJ

*... Respondent*

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**FOUNDATIONS OF DECISION**

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*[Family Law — Maintenance — Application to Enforce a Maintenance Order]*

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**XXI**

**v**

**XXJ**

**[2026] SGFC 93**

Family Court — MSS 47 of 2026  
Magistrate Soh Kian Peng  
24 April, 25 June 2026

6 July 2026

**Magistrate Soh Kian Peng:**

1 MSS 47 of 2026 (“MSS 47”) was the Wife’s application to enforce a maintenance order, MO 361 of xxx (“MO 361”) pursuant to s 71 of the Women’s Charter 1961. This matter was fixed together with MSS 54 of 2026 (“MSS 54”) which was the Husband’s application to vary MO 361.

2 I had heard and dismissed MSS 54: *XXJ v XXI* [2026] SGFC 81. I then proceeded to hear the trial of MSS 47. After hearing the evidence from parties, as well as oral arguments, I allowed the Wife’s application to enforce MO 361. These are the reasons for my decision.

3 Under MO 361, the Husband was ordered to pay \$6200 as maintenance for the Wife and two children. He was also ordered to pay, what I understood to be lump sum maintenance of \$80,400, in monthly instalments of \$1500. In

short, the Husband was ordered to pay a total of \$7700 per month as maintenance.

4 I found that the total arrears came up to \$28,360.

5 It was undisputed that the Husband had, since January 2026, only been paying \$3000 as maintenance. The Wife's position was that, as I understood it, of this \$3000 which the Husband had paid, she took \$1500 as his payment towards the lump sum maintenance.

6 Given the Wife's position, there was therefore, in my view, no breach of the Husband's obligation to pay the lump sum maintenance by monthly instalments. While the outstanding lump sum maintenance came in at \$63,900, I did not think it accurate to characterise this as arrears that should be enforced as against the Husband, notwithstanding how it had been labelled in the order.

7 That, however, meant that the Husband was in breach of clause 1. He was ordered to pay \$6200. He had only paid \$1500. There was a shortfall of \$4700 for the months January 2026 to June 2026. This brought the arrears to \$28,200.

8 On top of this, there was also a breach of Husband's obligation to pay for the children's medical expenses. It was undisputed between parties that the Wife had sent the Husband a receipt for \$160 for their son's medical expenses.

9 The Husband refused to pay that sum. From the Husband's evidence, he had taken the view that the manner in which the expense had been incurred was unreasonable. But the court order, which provided that the Husband had to bear the children's medical expenses, does not state that such expenses had to be

reasonably incurred. All it stated was that the Husband was to reimburse the Wife for the medical expenses “within 7 days of production of receipt”.

10 The total arrears thus came up to \$28,360.

11 I did not find that the Husband had shown cause (*ie*, good reasons as to why he had not paid this sum) as to why these arrears should not be enforced against him: see *XTG v XTH* [2026] SGFC 20 at [21] – [39]. His only explanation was that he could not afford to pay, given the drop in his monthly income. I could, however, not accept that explanation, given my findings in his variation application (see *XXJ v XXI* [2026] SGFC 81).

12 There was therefore every reason to enforce the arrears against him. I also considered it appropriate to impose a default imprisonment sentence. This was especially since part of the maintenance owed was for the children. As was noted in *XDC v XDB* [2026] SGFC 61 at [36], defaulters who have not “exhausted every means possible to satisfy their children’s needs before their own” should “expect to face the certain prospect of imprisonment upon failure to comply at show payment, which proceedings are already a degree of latitude extended to grant the Respondent more time to make good on his debt... Any failure to meet the terms of show payment should, as a norm, be met with a default imprisonment sentence specified for any future breach. This will ensure there is sufficient bite to maintenance enforcement proceedings, particularly against those Respondents who are in intentional and contumacious breach of their debt obligations.”.

13 I thus made the following enforcement order:

- (a) The Husband was to pay off these arrears in instalments of \$1500 per month. The first payment shall be made on 1 July 2026, and subsequently, on the first day of every month thereafter.
- (b) The Husband shall show proof of payment of the arrears and maintenance owed for the months of July, August, and September.
- (c) In the event the Husband defaults on showing proof of payment, he shall:
  - (i) Serve 1 day imprisonment for non-payment of arrears.
  - (ii) Serve 1 day imprisonment for non-payment of maintenance.
- (d) For the avoidance of doubt, the current maintenance remains payable.

Soh Kian Peng  
Magistrate

The Wife in person and unrepresented;  
The Husband in person and unrepresented.

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