

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

**[2026] SGFC 94**

Maintenance Summons No. 2778 of 2025

HCF/DCA 40 of 2026

Between

YFQ

... Applicant

And

YFP

... Respondent

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**GROUND OF DECISION**

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[Family Law – Interim Maintenance – Child]

[Family Law – Interim Maintenance – Variation]

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**YFQ**

**v**

**YFP**

**[2026] SGFC 94**

Family Court — Maintenance Summons No. 2778 of 2025  
HCF/DCA 40 of 2026  
District Judge Lynette Yap  
21 April and 28 May 2026

14 August 2026

**District Judge Lynette Yap:**

### **Introduction**

1 For the purposes of this Judgment, I shall refer to the Applicant as the “Father” and the Respondent as the “Mother”.

### **Background**

2 The parties were married in February 2002. They have one child, who is presently 15 years old. In October 2022, the Mother applied for interim monthly maintenance for herself and the child under s 69 of the Women’s Charter 1961 (the “Charter”). The matter proceeded to trial and on 25 April 2023, the court ordered that the Father was to pay the Mother “a total of \$3,500 per month (including tuition and enrichment expenses) as maintenance for the child” (the

“Maintenance Order”). The Mother’s application for interim maintenance for herself was dismissed.

3 Subsequently, the Mother commenced divorce proceedings in June 2023 and Interim Judgment was granted in September 2023.

4 On 15 September 2025, the Mother commenced enforcement proceedings against the Father, stating that the Father was in arrears of \$3,271.32. On 22 December 2025, the Father took out the present application against the Mother under s 72 of the Charter to vary the Maintenance Order. On 15 January 2026, the Father also took out an application against the Mother, for disclosure of invoices and attendance records of the child at tuition and enrichment classes.

5 The matter came before me on 6 February 2026. Both parties were self-represented. At the commencement of the proceedings, the Mother stated that she would be withdrawing her application for enforcement against the Father as the Father had paid all outstanding arrears the previous day. With regards to the documents requested by the Father in his disclosure application, the Mother agreed to submit all invoices related to the child’s tuition and enrichment from October 2025 that were in her possession by 20 February 2026. The hearing of the Father’s application to vary the Maintenance Order was fixed to be heard on 21 April 2026.

6 Having heard the parties’ evidence on 21 April 2026 and considered their written submissions filed, I allowed the Father’s application and varied the interim maintenance to \$2,000 per month for the child with effect from 1 June 2026.

7 The Mother has filed an appeal against my order and I now set out the grounds of my decision.

### **The parties' cases**

8 The Father sought a variation of the Maintenance Order such that the child's maintenance be reduced from the prevailing sum of \$3,500. He submitted that there was a change in the child's expenses and a change in his financial means. Additionally, he submitted that he also bore some of the child's expenses directly, such as the child's mobile phone bills, laptop and computer, additional pocket money, annual hospitalisation insurance as well as the child's expenses during access and holidays with the Father.

9 The Mother resisted the application on the basis that the Father was not in any financial difficulties. She submitted that there were no material changes in the circumstances and the Father had sufficient financial means.

### **The legal requirements**

10 The Maintenance Order was made on 25 April 2023 pursuant to the Mother's application under s 69 of the Charter.

11 S 69(2) of the Charter provides that the court may order maintenance for a child on due proof that a parent has neglected or refused to provide reasonable maintenance for the child. In making its determination, the court is to have regard to all the circumstances of the case, including the financial needs of the child, and the income and financial resources of the parties.

12 It is trite law that such an order is interim in nature as it constitutes a sum of maintenance to tide the requesting party over whilst the divorce

proceedings are in progress. It is granted by the court to provide modest maintenance to help the requesting party meet immediate financial needs. In *AXM v AXO* [2014] SGCA 13 at [16], the Court of Appeal stated that an interim maintenance order is provisional in nature and it is a “necessary as well as practical order”.

13 In *VRJ v VRK* [2021] SGHCF 9 at [17], the High Court highlighted that the court’s approach when making interim maintenance orders is usually to err on the side of conservatism:

The objective of an interim maintenance order is to provide modest maintenance to help the parties meet their immediate financial needs (*Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 at [22]). At the interim stage, the court does not have the full means to make a thorough investigation of the parties’ financial matters or their lifestyles, which it will have to examine thoroughly at the ancillaries stage, and thus the court will usually err on the side of conservatism (*Lee Bee Kim Jennifer v Lim Yew Khang Cecil* [2005] SGHC 209 at [7]).

14 In *UEB v UEC*, [2018] SGHCF 5 (“*UEB v UEC*”) at [13], the High Court observed that exceptional expenses ought to be supported by evidence and stated as follows:

While it is a very useful practice to determine whether each item in the list of expenses submitted by the wife is a reasonable one, one should not be overly mesmerised by the approach of reaching a maintenance sum only by totalling up every item of expenses as if it were a legal requirement. The law provides that the court shall take into account various factors in deciding the maintenance award. The law does not require that every specific item of expenses be proved by receipts or assessed on specific values, as if on a reimbursement exercise. *More exceptional expenses though, such as certain medical needs and costs, ought to be supported by evidence.* A child’s needs and expenses may also fluctuate from month to month; similarly, household expenses may fluctuate over time. Setting out regular specific expenses nevertheless enables the other party and the court to assess broadly whether the expenses are reasonable.”

(emphasis added)

15 The Father's present application to vary the Maintenance Order is made under s 72 of the Charter, which provides that the court may vary or rescind a maintenance order upon proof of a change of circumstances or for any other good cause being shown to the satisfaction of the court.

16 With regards to the relevant timeframe for considering whether there was a change of circumstances, the Court of Appeal in *BZD v BZE* [2020] SGCA 1 held at [10] that for a variation of a maintenance order to be allowed, the material change alleged must relate to the circumstances prevailing at the time when the maintenance order was made. In making its ruling at [10], the Court of Appeal cited *ATS v ATT* [2016] SHC 196, which held at [12], that a variation application was not a *de novo* application. The court hearing the variation application would decide from the vantage point that presumed the maintenance order to be appropriate when it was made at that time and would examine whether the evidence demonstrated a change in circumstances had occurred since then to justify a variation or rescission of the maintenance order.

17 Therefore, in the present case, it is the circumstances arising after the Maintenance Order was made on 25 April 2023 that must be considered.

### **My decision**

18 The Father's primary reasons in support of his variation application were that there had been a change in the child's expenses and a change in his financial means since the date of the Maintenance Order.

#### ***Change in the child's expenses***

19 The Maintenance Order stated that the Father was to pay the Mother a total sum of \$3,500 per month as interim maintenance for the child and that this

amount included the tuition and enrichment expenses of the child. At the trial before me, the Father cross-examined the Mother on the expenses she had previously listed that led to the Maintenance Order made on 25 April 2023.

20 The child was then 12 years old and preparing for his Primary School Leaving Examinations. The Mother's evidence was at that time, the expenses for the child's tuition and enrichment classes amounted to between \$3,800 and \$3,900 monthly. Separately, the Father also paid for the child's lessons at another tuition centre which amounted to about \$1,700 monthly. The Mother's evidence was that the court had considered the child's living expenses as well as the tuition and enrichment expenses and held that the Father was to bear two-thirds of the child's total expenses<sup>1</sup>.

21 The Father submitted that after the child completed his Primary School Leaving Examinations in October 2023, the child stopped attending tuition and enrichment classes. The Father submitted that while the Mother contended that she was still incurring \$2,250 monthly for the child's tuition and enrichment classes currently, these expenses were not supported by evidence. The Father further argued that the Mother's documents in support of the child's expenses included dated documents in 2024 and 2025 for student care services and holiday activities and an outdated 2025 fee schedule for Maths, Science and Chinese tuition.

22 The Mother conceded in the course of the trial that she had currently not enrolled the child for any Maths, Science and Chinese tuition. She conceded that excluding the prospective classes she planned to enrol the child for in the

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<sup>1</sup> Certified transcript, 21 April 2026, page 28 lines 3-22.

future, the child's current expenses for tuition and enrichment classes amounted to only \$1,043 monthly<sup>2</sup>.

23 The High Court had stated in *UEB v UEC* at [13] that while the law does not require that every specific item of expense be proved by receipts or assessed on specific values, as if on a reimbursement exercise, more exceptional expenses ought to be supported by evidence. In my view, while a child's needs and expenses would invariably fluctuate from month to month, costly tuition or enrichment fees which make up a substantial portion of the monthly expenses of the child should be supported by receipts and invoices. This was especially since the child's tuition and enrichment expenses was the issue in dispute here.

24 The Father had taken out a disclosure application against the Mother and by consent, the Mother was to submit all invoices related to the child's tuition and enrichment from October 2025 that were in her possession by 20 February 2026. The documents she submitted to the court on 19 February 2026 only included two receipts dated 22 August 2025 and 19 November 2025 of \$350 each (amounting to approximately \$150 per month) for coding classes as well as one receipt dated 9 February 2026 at \$179.20 per month for the "First ongoing charge for youth membership" for sport activities.

25 Crucially, on the stand, the Mother conceded that the child was presently not enrolled in any Maths, Science and Chinese tuition and enrichment classes. Based on the receipts, it is apparent that the child's tuition and enrichment expenses were limited to some coding classes and sport activities. The Mother also conceded in her own evidence that the child's current tuition and enrichment expenses amounted to \$1,043 monthly. This is a marked decrease

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<sup>2</sup> Certified transcript, 21 April 2026, page 26 lines 11-26.

from the child's tuition and enrichment expenses at the time that the Maintenance Order was made on 25 April 2023. I therefore find that this constitutes a material change in circumstances and a downward variation of the quantum of maintenance is warranted in principle.

***Change in the Father's financial means***

26 The Mother contended that the Father had started a new job, and was participating in an exhibition as part of his new job. She submitted that he was not in any financial difficulties, as he had received a severance payout of over \$200,000 from his previous job and he was also receiving rental income. She also submitted that he had significant assets.

27 The Father submitted that he had been unemployed since June 2025. He stated that the job market was tight and the stress of the ongoing ancillary matters proceedings was affecting his ability to focus on work. He contended that he had not started a new job but had merely attended an exhibition as a networking opportunity. He denied receiving any salary from this.

28 The Father produced his CPF statements to show that he had not been earning a salary since June 2025. I accepted that the CPF statements showed that he had not been earning a salary since June 2025 and that this constituted a change in his financial means. This will be considered holistically with his financial resources in determining his ability to pay.

***Extent of the downward variation***

29 The Mother had included the figure of \$2,250 for tuition and enrichment expenses in pages 18 to 20 of her affidavit to submit that the child's current monthly expenses amounted to \$4,170.28. However, at the hearing, she

conceded that the child's current monthly expenses for tuition and enrichment classes amounted to only \$1,043. In the circumstances, the child's current total monthly expenses would work out to only approximately \$2,963.

30 On that basis, taking a broad-brush approach, and bearing in mind that that the Father was responsible for some of the child's other expenses such as his mobile phone plan, his laptop and computer, his hospitalisation insurance, additional pocket money and the child's expenses during access and holidays, I varied the amount of maintenance the Father should pay for the child to two-thirds of \$2,963, which is approximately \$2,000 (rounded). In reaching my decision, I have retained the principle of the Father bearing two-thirds of the child's expenses. Although the Father has not earned a salary since June 2025, this did not necessarily mean he was in financial difficulties. He had received a severance payout of over \$200,000 and he had various other assets including properties, his POSB bank account with \$89,000 and fixed deposits with substantial amounts.

### **Conclusion**

31 Considering all the facts of this case, I have allowed the Father's application to vary the Maintenance Order. However, while the court has the discretion to backdate the variation and give it retrospective effect, I will not be making such an order after taking into consideration the fact that the Father was not impecunious. In the circumstances, the Maintenance Order is varied such that the Father is to pay the Mother the sum of \$2,000 per month from 1 June 2026 as interim maintenance for the child.

32 This order operates until such time the ancillary matters are concluded and judgment for divorce has been made final. The amount stipulated does not bind the court at the final ancillaries stage.

33 I wish to stress that this variation order remains an interim maintenance order. Interlocutory Judgment has already been granted and parties are at the stage of having the ancillary matters determined. The court's goal in making orders for interim maintenance has always been on a necessary as well as practical basis and to help address immediate financial needs, without a full investigation into parties' financial matters or their lifestyles. There will be ample opportunity in the immediate future for the Father and the Mother's financial resources and obligations to be thoroughly examined during the ancillary matters hearing and for a final order for maintenance to be made when the court determines what each party will receive in the division award.

Lynette Yap  
District Judge

The Applicant in person;  
The Respondent in person.