

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 62

MSS 2073 of 2025

Between

YCJ

And

YCK

... Applicant

... Respondent

GROUND OF DECISION

[Family Law — Maintenance]

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**YCJ
v
YCK**

[2026] SGFC 62

Family Court — MSS 2073/2025
Magistrate Soh Kian Peng
19 December 2025, 20 January 2026

30 April 2026

Magistrate Soh Kian Peng:

1 MSS 2073/2025 (“MSS 2073”) was the Mother’s application for child maintenance. The Mother had initially, in her complaint form, asked that the Father pay a monthly sum of \$1200 for their two children (their 11 year-old son and 7 year-old daughter).¹ Later, at the hearing before me on 19 December 2025, the Mother sought a slightly higher monthly sum of \$1400.

2 Judgment was reserved. This was my decision which was handed down at the hearing on 20 January 2026.

3 To succeed in her application, the Mother had to first establish that the Father had failed to provide reasonable maintenance for the children who are

¹ As per the details set out in the Mother’s application form for MSS 2073.

unable to maintain themselves: s 69(2) of the Women's Charter 1961 (see also *XRF v XRE* [2025] SGFC 96 at [8] – [10]).

4 Second, and assuming that the Father had indeed neglected or refused to provide reasonable maintenance, the court will then consider what is the appropriate quantum of maintenance to be paid, and the modality of providing such maintenance: *XRF v XRE* [2025] SGFC 96 at [11] citing *UHA v UHB* [2020] 3 SLR 666 at [36]; *AUA v ATZ* [2016] 4 SLR 674 at [41].

5 It cannot be seriously disputed that the Father had either neglected or refused to provide reasonable maintenance for the children. It was his evidence that he did not provide for them, at least, in the past three years because the Mother had taken the children from him, and he had been unable to see them.

6 I noted that the Father was eventually able to see the children pursuant to the access arrangements provided for in the Syariah Court order made on 26 June 2025 and issued on the 11th of July 2025. There was also evidence to show that the Father would spend some money on the children while they were with him. Further, the Father had, on 17 September 2025, transferred \$300 for the children's expenses to the Mother's bank account.

7 That said, I did not consider that this demonstrated that the Father had not neglected or refused to provide maintenance for the children. For one, the Father has a legal duty to provide for his children (see s 68 of the Women's Charter 1961; *XHG v XHH* [2025] SGHC(A) 24 at [58]; *WX v WW* [2009] 3 SLR(R) 573 at [15] – [17]; *XSR v XSS* [2025] SGFC 108 at [11]) – he cannot merely do so only when he gets to see the children during his allotted access period. Further, the Father's transfer of \$300 came a day after the Mother had

taken out the present application in MSS 2073. This appears to have an attempt at staving off legal proceedings rather than being a genuine attempt at providing maintenance for his children. I say this because it is telling that there have been no further transfers from the Father since the 17th of September 2025.

8 The reality is that both the children require money for expenses such as food, clothes, and education. To that end, the Father had not contributed to these expenses. The reason for that, I think, was clear: the Father felt that his life had been torn apart by the divorce. He pinned the blame for this on the Wife.

9 In any event, and to the Father's credit, he did acknowledge the practical reality of the current situation: that both children had to be provided for financially. His only quarrel was with the amount of maintenance that he should be ordered to bear. Indeed, this was the central dispute between the parties. On the one hand, the Wife had wanted a much higher sum, coming in at \$1400 per month. The Father disagreed, and said that the most he could do was a total of \$800 per month for both children.

10 In assessing what was reasonable maintenance for the two children, I bore in mind the factors as set out under s 69(4) of the Women's Charter 1961 which included, *inter alia*, the financial needs of the children. I also considered the fact that any maintenance order made would have the same effect as one made in the hearing of ancillary matters since parties in the present case had already been divorced by the Syariah Court: *WIM v WIL* [2022] SGFC 80 at [9].²

² The appeal against the learned DJ's decision was deemed withdrawn on 22 December 2022.

11 It goes without saying that when assessing child maintenance, the court “does not take into account the actual expenses incurred for the child” but considers “the reasonable expenses of the child in the circumstances”: see *TLL v TLM* [2016] SGFC 18 at [10].

12 The Wife had, in her statement, stated that the children’s expenses came in at a total of \$2517. This figure included expenses for various line items such as food, groceries, medical bills, and school related expenses. The monthly maintenance of \$1400 that she was seeking from the Father represented slightly more than half of this sum.

13 Having reviewed the figures for the various line items (*ie*, food, groceries and medical bills), and taking into account the financial capacities of both the Father and the Mother respectively as well as the fact that the Father does spend money on the children when he sees them during his allotted access times, I was of the view that the monthly sum of \$1200 sought for both the children was a reasonable sum.

14 At this juncture, I would emphasise to the Father, who appears to be labouring under the impression that this order of maintenance will only enrich the Mother at his expense, that these sums are meant to ensure that his children have clothes on their back, books to read, an education to attend, and nourishing food to fuel their physical growth. I also note that the Father spoke at length of his desire to see his children excel and to do well in the world. If that is to come to pass, the Father must work hard to do his part so that his children can focus on their studies, without having to worry about finances. The Father will, accordingly, have to budget his finances more stringently, and strive harder at

work to maintain or improve his income – but these are all challenges which, I am confident, the Father will find the strength within to overcome.

15 Finally, although the Mother sought backdated maintenance for the past two years to the tune of \$6000, I declined to consider this request. For one, the Mother had only brought it up at trial – her complaint form had not included such a claim.

16 I thus ordered that the Father pay a total of \$1200 per month (comprising \$600 per month for the son, and \$600 per month for the daughter) as maintenance for the children. The maintenance for both children was to be paid on or before the last day of each month with effect from 1 February 2026. These sums shall be directly paid to the bank accounts of the son, and the daughter. As the daughter did not have a bank account, the Mother indicated that she could open a bank account for the daughter, and provide it to the Father so that the money could be paid directly to that account.

17 Further to this, the Mother had also requested that the Father make a one-time payment of \$600 in January 2026 to the son’s bank account, so that the son would have money for school expenses. The Father agreed to making such payment by 31 January 2026. This was reflected accordingly in the order made.

Soh Kian Peng
Magistrate

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