

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 60

MSS 1100 of 2025

Between

YCH

... Applicant

And

YCI

... Respondent

GROUNDINGS OF DECISION

[Family Law — Maintenance]

[Family Law — Family Procedure — Proceeding in the absence of the Respondent]

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YCH

v

YCI

[2026] SGFC 60

Family Court — MSS 1100 of 2025
Magistrate Soh Kian Peng
5 September and 23 September 2025

28 April 2026

Magistrate Soh Kian Peng:

1 MSS 1100 of 2025 (“MSS 1100”) was the Wife’s application for maintenance for herself and the four children (C1, C2, C3, and C4). Both the Wife and the Husband are expatriates.

2 The matter came up before me for hearing on 5th September 2025. The Wife was represented by Ms Yoon Min Joo (“Ms Yoon”) and Ms Sarah Tan.

3 The Husband did not show up for the trial. According to a set of emails which Ms Yoon produced, the Husband claimed that his employment had been terminated, and as a result, he had been repatriated from Singapore. In connection with this, the Husband also challenged the jurisdiction of the Singapore courts to hear the Wife’s application for maintenance.

4 Ms Yoon argued that I could, and should, proceed to hear the matter. She referred me to P. 3 r 15 read with P. 3 r 2 of the FJ(G)R. Specifically, P. 3 r 15(2) states:

(2) Subject to paragraph (3), the Court may proceed, in the absence of the respondent to any proceedings mentioned in paragraph (1), to hear and determine the application if —

(a) the respondent —

(i) does not appear at the time and place mentioned in the summons relating to the application that is issued under Rule 8; or

(ii) without reasonable excuse, does not appear at the time and place to which the application is adjourned;

(b) the Court is satisfied that the summons was duly served on the respondent a reasonable time before the time mentioned for appearing; and

(c) no sufficient ground is shown for an adjournment.

5 Ms Yoon's point was that the Husband clearly knew, from his correspondence, that the hearing had been scheduled for the 5th of September 2025, but had decided to not turn up. Further, it also appeared quite unlikely that he had managed to leave Singapore, and that was because in a set of previous emails, the Husband had accused the Wife of retaining his passport.

6 I agreed with the arguments raised by Ms Yoon. It was indeed clear that the Husband knew that the hearing of MSS 1100 was being held on 5th September 2025. Although the Husband claimed that he had been repatriated because his employment had been terminated, I could not accept his explanation for his absence. All that I had before me was a termination letter from the Husband's employer. Ms Yoon challenged the authenticity of that termination letter – but I did not think it necessary to deal with that point. The real issue was

whether the Husband's work pass, which allowed him to reside in Singapore, had also been terminated along with his employment. There was no such evidence placed before me.

7 As for the Husband's objection to jurisdiction,¹ I did not need to decide that point for the simple reason that the Husband had not put any evidence before me to demonstrate why another court was best placed to hear the Wife's maintenance application. The *bona fides* of the Husband's objection to jurisdiction was also questionable. He had appeared at the mentions on the 9th and 24th of July 2025. He did not raise any objections to this court's jurisdiction at either mentions. He had even filed documents in response to the Wife's application in preparation for trial. In any event, I considered that the Singapore court was indeed best placed to hear the Wife's application for the simple reason that she was still living here with the children.

8 In the circumstances and given that the Husband had not furnished a reasonable excuse for his absence, I proceeded to hear the matter in his absence. Upon conclusion of the trial, directions were given for written submissions to be filed. Those submissions were filed. Judgment was handed down on 23 September 2025.

9 The starting point is the provisions of the Women's Charter 1961, specifically s 69(1) and s 69(2). Those provisions state:

¹ There was one potentially interesting issue in relation to the jurisdictional point – and that was the interaction of the *Spiliada* test (see *BDA v BDB* [2013] 1 SLR 607 at [18] and [21] citing *Spiliada Maritime Corporation v Cansulex Ltd* [1987] AC 460) with s 3 of the Women's Charter 1961 which states: "Except as otherwise provided, this Act applies to all persons in Singapore and also applies to all persons domiciled in Singapore."

69 (1) The court may, on the application of a wife, and on due proof that her husband has neglected or refused to provide reasonable maintenance for her, order the husband to pay monthly sums or a lump sum for the maintenance of that wife.

...

(2) The court may, 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, order that parent to pay monthly sums or a lump sum for the maintenance of that child.

10 In short, to succeed in her application, the Wife had to prove that the Husband had neglected or refused to provide reasonable maintenance for herself and the four children. As to what constitutes “reasonable maintenance”, that is to be construed not only with reference to the quantum of such maintenance, but whether such expenses had been communicated to the Husband, as well as the mode of provision: see *UHA v UHB* [2020] 3 SLR 666 (“*UHA*”).

11 As a starting point, I first considered what would constitute a reasonable quantum of maintenance for the Wife and the four children.

12 The Wife claimed a total of \$14,242.17 per month as maintenance. This was broken down into the following components:

- (a) For herself: \$1,897.40
- (b) For C1: \$4,446.57
- (c) For C2: \$3,122.40
- (d) For C3: \$3,040.40
- (e) For C4: \$1745.30

13 I examined the breakdown of these sums as set out in the Wife's written submissions. Having considered the documents filed by parties as well as the Wife's testimony, I assessed reasonable maintenance for the Wife and the four children to come in at \$13,761.67. The sums that the Wife had claimed for all went towards ensuring that the children are fed, that they would have a roof over their heads, and that they are able to go to school. This too applied to the sums the Wife had claimed for herself – she only asked for enough to cover the bare essentials.

14 The reason why there was a downward adjustment from the total of \$14,242.17 that the Wife claimed was due to the transportation costs. I factored in the Wife's evidence that she intended to rent a car and had budgeted \$1,800 for this purpose.

15 Having assessed the total quantum of maintenance the Wife is entitled to for herself and the four children, I provide the following breakdown of this global sum:

- (a) For herself: \$1,697.40 (less transport cost of \$200)
- (b) For C1: \$2,946.57 (less transport cost of \$1,500)
- (c) For C2: \$2,852 (less school bus expenses of \$270)
- (d) For C3: \$2,770.40 (less school bus expenses of \$270)
- (e) For C4: \$1,695.30 (less transport expenses of \$50)
- (f) Transportation cost for Applicant and the 4 children: \$1,800

16 As to whether the Husband had neglected to provide for his family, I did not think it could be said that the Husband was unaware of the needs of his family. The evidence showed that the Husband was the breadwinner and that he would transfer money to the Wife. Indeed, as the Wife pointed out, the Husband did transfer her large sums of money for the family expenses. That flow of money, however, was subsequently reduced, and eventually cut-off by the Husband. As a result, the Wife was left with an ever-increasing amount of arrears as she tried to keep up with the payments for the children's various expenses. Given these set of facts, one may reasonably conclude – and I did arrive at that conclusion – that the present case fell into the category of “common cases” as described in *UHA* at [61]: where “one parent, with no funds at all, has to repeatedly ask for money from the other parent, who pays only irregularly and/or an irregular sum”.

17 That being said, the Husband raised the point in his written statement that he had incurred substantial debts as part of “efforts to sustain the family during extended periods of instability”, and that a large portion of his monthly income was spent on servicing these obligations to avoid the contractual penalties for non-payment. While the Husband did put in proof of various loans, it was unclear what these loans were used for, and whether they were, as the Husband claimed, used for family expenses.

18 In this connection, I would add that even taking the Husband's case at its highest, and accepting that he had lost his job (which, for the avoidance of doubt, I made no such finding), the evidence did suggest that he had other sources of income (for example in the form of various stock and property investments) apart from his monthly salary. Taking this into account, and considering the fact that the Wife was unemployed, it was only fair in the

circumstances that the Husband shoulder the entire financial burden of supporting the family which I have assessed comes up to a monthly sum of \$13,761.67 (see above at [13]).

19 I turn now to deal with a few other points the Wife had raised in her application.

20 First, the Wife asked for maintenance to be backdated to 1 September 2024 (less the payments the Husband had made from 1 September 2024 to 1 May 2025 which came in at a total of \$63,523.50).² When it comes to backdating maintenance, the court can order maintenance to commence from the date which the defendant had failed to pay proper maintenance: *AJE v AJF* [2011] 3 SLR 1177 at [27] – [29].

21 The Wife said that the Husband had transferred her an average of \$7058.17 from the months of September 2024 to April 2025. There appears to be a miscalculation in this average figure the Wife had computed. Having reviewed the bank statements, the amount transferred in March 2025 should be approximately \$8,750 instead of \$3,850 – which brings the average sum transferred over these months closer to \$7,600 instead of \$7,058.17. The Wife also went on to say that this average sum she received was much less than the \$25,000 which she used to receive from the Husband when the family was living in Korea.

22 While the amounts the Wife was receiving during this period from September 2024 to April 2025 was indeed lower than what I have assessed to

² Paragraph 2 of the Summary of the Wife’s Claim for MSS 1100/2025 (Marked as “A3”).

be reasonable maintenance, I did not deem it fair to backdate the maintenance to September 2024. For one, on the Wife's own evidence in her written statement, the amounts she would receive from the Husband in better times would vary – and to that end, it appears from the bank statements that in some months, she would receive more from the Husband. Given this, it was, in my judgment, appropriate to backdate the maintenance to May 2025 instead given that that was the month in which the Husband cut off maintenance to the Wife and the children. The total backdated sum of maintenance thus comes in at \$68,808.35 (including the maintenance payable for the month of September 2025).

23 I turn now to deal with the Wife's specific claim for outstanding school fees for C1 and C2 of \$7,993.36 and \$2,320 respectively.³

24 I agree that the Husband should be ordered to pay the outstanding school fees for C1 and C2, forthwith. The evidence suggests that both C1 and C2 would not be able to attend school if the arrears were not paid. This would, in my judgment, be unduly harsh on both children, who would, through no fault of their own, find themselves forcibly torn from the school environment which they have grown used to, and the friends they would have made.

25 Finally, I come to the specific claims for debt repayment for expenses incurred whilst the family was living in Korea.⁴ I disallowed this specific claim.

³ Paragraphs 4 and 5 of the Summary of the Wife's Claim for MSS 1100/2025 (Marked as "A3").

⁴ Paragraph 3 of the Summary of the Wife's Claim for MSS 1100/2025 (Marked as "A3").

While the Wife had provided evidence of such loans, she did not provide proof to support her claim that these loans had actually been used for family expenses.

26 To sum up, these are the orders I made in respect of the Wife's application in MSS 1100:

(a) The Husband shall pay monthly maintenance fixed at \$13,761.67 on the first day of every month, starting from 1 October 2025.

(b) In respect of the backdated maintenance, which came up to \$68,808.35 (including maintenance for the month of September 2025) – this shall be paid in monthly instalments over 10 months, with the first payment being made on the 26th of September 2025, and subsequently, on the 15th day of every month.

(c) School fees for C1 and C2, which come in at \$7,993.36 and \$2320 respectively shall be paid forthwith.

27 I come now to costs. Because the Wife had succeeded in her application in that she had obtained a majority of the orders she had sought, costs should, as a starting point, follow the event.

28 I saw no reason to depart from this starting point. Taking into account the length of the trial, the conduct of parties – specifically the absence of the Husband for which no good reason was furnished to the court, and the volume of documents which had come in, I fixed costs at \$15,000 (all-in).

Soh Kian Peng
Magistrate

*Yoon Min Joo and Sarah Tan
(M/S Rajah & Tann Singapore LLP) for the Wife;*

The Husband in-person and unrepresented.
