

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 61

Maintenance Summons No 1805 of 2024
HCF/DCA 6 of 2026

Between

XDC

... Appellant

And

XDB

... Respondent

JUDGMENT / GROUNDS OF DECISION

[Family Law – Maintenance – Enforcement of maintenance arrears]

TABLE OF CONTENTS

FACTS.....	2
THE PARTIES	2
BACKGROUND TO MSS 1805/2024	2
THE HEARING ON 7 AND 14 JANUARY 2026	6
THE PARTIES' POSITIONS.....	8
PRELIMINARY ISSUES	9
HOUSEHOLD EXPENSES.....	10
DOMESTIC HELPER EXPENSES.....	11
MOVING AND SETTING UP COSTS	11
VEHICLE RENTAL.....	12
THE APPLICABLE LAW ON ENFORCEMENT OF MAINTENANCE ORDERS	14
WHETHER JUST AND EQUITABLE TO DIRECT ENFORCEMENT OF MAINTENANCE ARREARS.....	17
POST SCRIPT	23
CONCLUSION.....	26

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XDC
v
XDB

[2026] SGFC 61

Family Court — Maintenance Summons No 1805 of 2024
HCF/DCA 6 of 2026
District Judge Kenneth Yap
7 & 14 January 2026

27 April 2026

District Judge Kenneth Yap:

1 The Father in this case has appealed against my orders enforcing maintenance arrears of \$318,925.00 to the Mother and outstanding payments of \$26,317.75 to the International School. I had directed the arrears owing to the Mother to be paid in two show payments, with \$90,000.00 falling due within two weeks of the order (on 28 January 2026), and the balance of \$228,925.00 falling due within three months of the order (on 14 April 2026), failing which the Father would be imprisoned for five days for each breach. I also directed that the Father provide by the second show payment a banker’s guarantee to provide security for a further three months of maintenance payments.

2 Curiously, the Father did not apply for a stay of execution of the enforcement order (“EMO 49/2026”). He has since duly paid up on both

payments, albeit with a short extension of 10 days for the second payment. Nevertheless, despite the court's confirmation that the show payment proceedings have been fully discharged, he maintains the present appeal. He has been warned of the possible cost consequences at the appeal hearing should he persist to challenge the enforcement order despite it being fully discharged.

Facts

The Parties

3 The Applicant Mother, aged 45 years, has been married to the Respondent Husband, aged 54 years, since 2007. She is a primary school teacher and he works in the financial sector. The Mother has citizenship rights in Hong Kong and Ireland, while the Father is a French citizen. They have three children from the marriage, two daughters, T and E aged 17 and 15 years, and a son L, aged 13 years. Both parties have been embroiled in acrimonious divorce proceedings that were filed by the Mother since 17 June 2022. Interim judgment was granted on 29 September 2023. They have filed their first ancillary affidavits and are presently in the process of discovery.

Background to MSS 1805/2024

4 The present matter, MSS 1805/2024, is an application for enforcement of maintenance arrears under s 71 of the Women's Charter 1961. It arises out of an interim order for maintenance and care and control granted by the learned District Judge on 13 June 2024 in ORC 3539/2024 ("Interim Order"), after a hard-fought trial that stretched over 19 hearing days. The Father appealed the Interim Order, but his appeal was dismissed by the High Court on 6 November

2025. The Interim Order therefore stands today. The terms of the order that pertain to interim maintenance are reproduced as follows:

(a) **Child Maintenance (Paragraph 2.1):** “The Defendant shall pay the sum of \$4,440.00 per month as interim maintenance for the said 3 children with effect from the date of this Court Order and thereafter on the 1st day of each month until the completion of the divorce case in D 2705/2022 unless otherwise ordered. This sum comprises the following: \$1,428.00 for T, \$1,506.00 for E and \$1,506.00 for L. Payment to be made into an account to be designated by the Plaintiff.”

(b) **Spousal Maintenance (Paragraph 2.5):** “The Defendant shall continue to pay the sum of \$1,000.00 per month as interim maintenance for the Plaintiff with effect from the date of this Court Order and thereafter on the 1st day of each month until the completion of the divorce case in D 2705/2022 unless otherwise ordered. Payment to be made into an account to be designated by the Plaintiff.”

(c) **Household Expenses (Paragraph 2.6):** “The Defendant shall contribute to the Plaintiff’s and said 3 children’s Household expenses in the sum of \$9,000.00 per month, including their monthly rental expenses.”

(d) **School and Canteen Fees (Paragraph 2.2):** “The Defendant shall also pay 100% of the said 3 children’s school fees and canteen fees directly to the International School with no reimbursement from the Plaintiff.”

(e) **Medical and Dental Expenses (Paragraph 2.3):** “The medical and dental expenses of the said 3 children shall first be paid out of the

Defendant's insurance policy. Where the policy covers the expense, the Plaintiff shall pay first and then give the original receipts to the Defendant so he can claim reimbursement and pay her back.” **(Paragraph 2.4)** “If the insurance policy does not cover the expense, any medical or dental expenses above the fixed sum of \$200, as well as any specialist treatment that may be required for all or any of the said 3 children, would have to be agreed by the Parties and thereafter, they shall be liable to pay their Court assessed share of 15% by the Plaintiff and 85% by the Defendant.”

(f) **Domestic Helper (Paragraph 2.7):** “The Defendant shall also contribute to the Plaintiff's Helper's expenses in the sum of \$1,025.00 per month plus the onetime payment of the agency's fees to obtain such Helper.”

(g) **Moving and Setting Up Costs (Paragraph 2.10):** “The Plaintiff shall be allowed to remain in the matrimonial home at XX Weyhill Close, Singapore XXX (the “Weyhill home”) with the said 3 children until the expiry of the current lease which has been renewed by an Order of Court dated 6 July 2023 until 15 August 2024. **(Paragraph 2.11)** “The Defendant shall pay the total sum of \$25,000.00 for the Plaintiff's costs related to the setting up of a new home for herself and the said 3 children after leaving the Weyhill home.” **(Paragraph 2.12)** “The Defendant shall also pay for such rental deposits as may be required to be paid by the Plaintiff for the new home, the legal and stamp fees on the tenancy agreement for the new home plus the onetime payment of 1 month's agent's fees for the new home.” **(Paragraph 2.13)** “In addition, the Defendant shall pay for the Plaintiff's moving out costs from the Weyhill home to the new home, to be capped at the sum of \$5,000.00.”

(h) **Rental Vehicle (Paragraph 2.15):** “The Defendant shall also contribute to the leasing costs and all other related expenses for a rental vehicle for the use of the Plaintiff and the said 3 children in the total monthly sum of \$2,720.00 plus deposit if any.”

5 Just two months after the interim orders were granted, the application for enforcement of maintenance arrears (“MSS 1805/2024”) was filed by the Mother on 13 August 2024 as the Father had allegedly failed to make any payment. These enforcement proceedings were in turn held in abeyance as the Father filed a stay pending appeal of the Interim Orders in FC/SUM 3020/2024. The stay was heard over four days and dismissed by the same District Judge on 18 March 2025. The Father then appealed against the refusal to grant the stay in RAS 17/2025, which lapsed on 15 August 2025 due to his non-compliance with timelines in the appeal.

6 Following the learned District Judge’s refusal to grant the stay, she heard MSS 1805/2024 over four days on 15 April, 21 April, 30 June and 1 July 2025. Both parties then sought an adjournment until after the summer school holidays, with the next hearing fixed for 19 September 2025. However, on 12 September 2025, the Father wrote in to request to adjourn the hearing as he had to remain in France. An adjournment was granted to 17 October 2025. The Father was informed that if he failed to appear in person at the 17 October 2025 hearing or by Zoom in compliance with Family Justice Courts Practice Directions 2015 Paragraph 108A (“PD 108A”), a Warrant of Arrest would be issued against him. On 17 October 2025, the Father appeared by Zoom and informed that he had not yet written to the French authorities for the requisite approval under PD 108A. The District Judge did not allow the Father to appear remotely from France, and a Warrant of Arrest was issued against him that very day.

7 The Father then filed an application seeking leave for a remote hearing under PD 108A on 12 November 2015, which included a request for the relevant Singapore authorities to send a Letter of Request to the French Ministry of Justice.

8 I took over conduct of the matter at this point. I gave directions on 4 December 2025 that the court would be exercising its prerogative to conduct proceedings in person going forward, and that evidence in relation to an application under PD 108A would not be required from either party. I informed the Father that should he provide evidence of his intent to return to attend the next hearing fixed on 7 January 2026, the Warrant of Arrest would be cancelled to facilitate his attendance.

9 I also directed the Mother to make submissions at the next hearing of MSS 1805/2024 for the matter to proceed in the event of the Father's absence. Parties were also put on notice that no further adjournments would be allowed in MSS 1805/2024. These directions were repeated in a further note that was sent out to the parties on 11 December 2025.

The Hearing on 7 and 14 January 2026

10 The Father was absent on the first day of hearing on 7 January 2026. He tendered a medical certificate through counsel on the morning of the hearing, which stated that he was unfit to travel from France to Singapore to attend the hearing. Counsel acknowledged that the medical certificate did not meet the requirements of paragraph 162 of the Family Justice Courts Practice Directions 2015, which required that a medical certificate should “contain a statement to the effect that the person to whom the certificate had been issued is medically unfit to attend Court”. I therefore considered the Father to be absent without

good cause and proceeded with the hearing *in absentia*. I noted that the Father already had due notice from the Court's letters dated 4 and 11 December 2025 that the proceedings would proceed in his absence if he failed to appear. If he truly intended to attend the proceedings, he would have at least been able to show proof of purchase of an air ticket. He could also have arranged to arrive at Singapore on an earlier date to avoid any unforeseen circumstances. It was apparent to me that there was no genuine interest on his part in participating in the enforcement proceedings. I therefore declined to adjourn the hearing.

11 As the matter was freshly heard before me, I granted leave to counsel in relation to the Father's application under section 237(3) of the Criminal Procedure Code 2010 to have both the applicant and the respondent recalled. I deferred the question of recalling the Father's father (who had given testimony in the earlier tranche before the former District Judge), as I was not convinced that his testimony was material to the determination of the matter, given that the sum of arrears could likely be satisfied by the Father's uncontroverted assets.

12 Having heard and completed the Mother's testimony on 7 January 2026, I had sufficient clarity over the arrears involved and declined to adjourn the hearing further to hear the Father's evidence. I also declined to recall his father as it was apparent to me that the assets in the Father's name would be sufficient to meet his maintenance obligations. There was therefore no necessity to recall his father to question whether assets were spirited to his father or to his family-controlled entity, KIL ("Kronos"). Directions were given for parties to provide written submissions and attend court for oral arguments on 14 January 2026.

13 At the 14 January 2026 hearing, the Father was in attendance. Nevertheless, as I had earlier determined that the hearing had concluded given his absence on 7 January 2026, I declined to retract that direction and adjourn

the matter further to hear the Father's further evidence, given that he had already completed his testimony in the former hearing judge's sessions. I therefore proceeded to hear oral submissions on 14 January 2026 and determined the outcome at the end of the sitting that day.

14 My decision and reasons are explained in detail as follows.

The Parties' Positions

15 For the 20 months since the passing of the interim orders (i.e. from June 2024 to January 2026), the Father had only made sporadic maintenance payments to the Mother, save that he did pay in the main the school fees and school-based activities directly to the school. By the time of the hearing before me on 7 January 2026, the Mother alleged that the total arrears had ballooned to **\$356,437.60**.¹ As a result, the Mother testified that she had to borrow monies from family and friends to maintain herself and her three children, and also had to give up the lease of their condominium as she could not keep up with rental payments. The Mother and children were at the time of hearing bunking in her friend's apartment.

16 The Father did not deny that he was in arrears, but raised questions over the detailed line items of expenditure, and argued that certain heads of payment were contingent upon actual costs being incurred. By his calculation, the total arrears up to January 2026 amounted to **\$228,344.00**. As far as payment of this sum was concerned, he proposed staggered payments of \$90,000.00 in three equal tranches of \$30,000.00 within 30, 60 and 90 days of the Court's order,

¹ See pages 24 to 39 of the Mother's Written Submissions in MSS 1805/2024 dated 13 January 2026.

and for the remaining arrears of \$138,344.00 to be paid by 36 monthly instalments of about \$3,840.00 per month.

Preliminary Issues

17 There was much dispute by the Father in the course of these proceedings over certain components of the maintenance sums being conditional on actual expenditure. I did not agree with this general proposition. The natural interpretation of directions in the order to pay certain sums for specified purposes was that those sums should be paid regardless of the sum of actual expenditure actually incurred. Had the Court intended for such items to be paid on a reimbursement basis, it would have said so explicitly. As such, only items which were specifically stated to be reimbursable upon incurrence, or were inapplicable by necessary implication of the circumstances, should be calculated by reference to the quantum of actual expenditure incurred. To do otherwise would be to write into the wording of the Interim Order certain pre-conditions which were not articulated by the District Judge. This is especially since the judge had at certain parts of the Interim Order framed payments for specific purposes without specifying a sum, or specifying only a cap to the claim, which meant that these sums were only reimbursable upon actual expenditure. Where the judge specified a fixed sum for a certain purpose, that specified sum should be payable without more. Further, to adopt the Father's interpretation would give rise to the absurd result that his failure to pay the stated sum would, having denied the Mother the ability to pay for the item, in turn absolve him of the duty to pay. This cannot have been the intent of the Interim Order.

18 There was also another preliminary argument made by the Father that all contributions to expenses should be pro-rated for the month of June 2024 as

the order was made on 13 June 2024. I did not agree with this reasoning as there was no such qualifier on the face of the order, nor was there any indication in the learned District Judge's grounds of decision that such pro-ration was intended. Maintenance is a continuing obligation in the marriage, and the District Judge was entitled to backdate the maintenance sum to any reasonable date. Without any indication to the contrary, the plain reading of the order suggests that it applied for the entire month of June 2024 onwards. Accordingly, I declined any pro-ration for the period in June prior to the grant of the order, i.e. from 1 to 12 June 2024.

Household Expenses

19 I turn now to explain my decision in relation to specific categories of maintenance payments.

20 The Father argued that the specified sum of \$9,000.00 for household expenses should be reduced from the period of June 2024 to 16 August 2024 as the Mother had not yet moved out of the matrimonial home during this period. I accepted the Father's argument that there should be a reduction of \$6,875.00 per month based on expenses which he had already covered in the Weyhill home, such as rental, utilities, Starhub bills, groceries, supermarket and sundries, household sundries and air-con servicing (these were the component sums upon which the District Judge derived the household expenses of \$9,000.00 due from the Father, in page 83 of her Grounds of Decision dated 13 June 2024). This is the only payment for which I agreed with the Father that a specified sum should be reduced by necessary implication, as the Interim Order could not have intended that there be a double-counting of the items of expenditure. As the Mother had resided in the Weyhill home for two months and 16 days from June 2026 and these components were provided for by the

Father, this would amount to a reduction of \$17,416.66 from her claimed arrears.

Domestic Helper Expenses

21 The Father disputed that he was not liable to pay for domestic helper expenses before September 2024 as that was the time from which the Mother had hired the helper. Although the Mother claimed that there were expenses incurred for a *part-time* helper before September 2024, nevertheless, for the sake of expediency, she agreed to withdraw the claim for June to August 2024. The monthly sum of \$1,025.00 for the domestic helper was therefore computed from September 2024 onwards.

Moving and Setting Up Costs

22 The Father claimed that the Mother did not incur separate “setting up” costs, and had merely removed several valuable items and furniture from the Father’s home and storage, which in any case reduced the need for her to spend on setting up a new home. He also claimed there was no evidence of the actual moving out costs.

23 The wording of Paragraph 2.11 of the interim order clearly states that the Father was to pay a fixed sum of \$25,000.00 towards the setting up of a new home. There was no suggestion that this payment was to be on a reimbursement basis, and that the \$25,000.00 represented merely an upper limit for such reimbursement. This differs from the mention of rental deposits in Paragraph 2.12 (the quantum of which is not specified), and moving out costs (the quantum of which is unspecified but capped at \$5,000.00).

24 Accordingly, I was of the view that the \$25,000.00 for moving out costs was a fixed sum that was due and owing. The sum for the rental deposit is not in dispute, and as for moving out costs, the Mother had in the course of the proceedings before me provided receipts in the sum of \$1,600.00. I was also prepared to accept the Mother's account that another \$1,200.00 had been spent as part of the move. Hence I determined that a sum of \$2,800.00 was due for moving out costs, which was within the limit of \$5,000.00 provided in paragraph 2.13 of the Interim Order.

Vehicle Rental

25 It was not disputed that the Mother had never rented a car. She explained in her testimony that she was unable to do so as she was short of funds due to the Father's arrears in payment.

26 The Father's argument with regard to car leasing was that the phrase "contribute to the leasing costs and all other related expenses for a rental vehicle" presupposed the existence of actual costs and related expenses being incurred. He pointed out that if it was meant to be a flat monthly obligation, it would have been rolled into the monthly maintenance and not regarded as a separate payment.

27 As explained above, I took the view that the natural meaning of the words of the order, i.e. that a monthly sum of \$2,720.00 was to be paid towards the rental of a vehicle, was an estimate of the cost of procuring the use of a vehicle for the Mother and children's needs. Its treatment as a stand-alone category of maintenance, outside of the general sum of maintenance due to the spouse and children, did not necessarily imply that it should not be a fixed sum to be paid on a monthly basis. Had the intent been to require actual rental as a

pre-condition, the order should have specially stated so. I therefore took the view that the specified sum was due and owing even if a vehicle was not leased.

28 In addition, the Father had argued that even if the payment was a fixed monthly sum, this should not apply during the period from June to 16 August 2024 when the Wife was still residing at the Weyhill home and had shared use of a car. However, it was clarified that the Mother only had shared use of the Hyundai vehicle, which the Father sometimes used as well when he fetched the children to school. The other car within the household, the Porsche Macan, was taken back by the Father for his exclusive use. To my mind, this did not equate with the exclusive use of a vehicle by the Mother, and unlike household expenses, did not necessitate a reduction or waiver of the specified sum to be paid. Put another way, while those components of household expenses were fully provided for, the exclusive use of a car was not provided during the period the Mother was at the Weyhill home. The sum specified for car rental therefore remained payable.

29 With regard to the provision of a rental deposit for the car, I noted that the provision was clearly qualified with the words “if any”. This was clearly a case where the payment sum was not specifically provided for and was subject to actual incurrence. It was accordingly not claimable under the arrears.

30 Having taken on board my directions on the various components of the arrears, counsel conferred and agreed that the sum of arrears would be SGD \$345,242.75, comprising \$318,925.00 which was directly payable to the Mother, and \$26,317.75 which should be payable directly to the International School.

The Applicable Law on Enforcement of Maintenance Orders

31 During enforcement proceedings, the court must first establish the quantum of arrears enforceable under s 71 of the Women’s Charter 1961, before inquiring whether the Respondent had furnished good reasons at law, or had shown good cause, for failing to pay maintenance (per *XTG v XTH* [2025] SGFC 112 (“*XTG*”) at [20] and *Lai Ching Kin v Ng Chin Chye* [2001] SGDC 228 at [10]). At [37] of *XTG*, the court further stated that the Respondent must, in showing cause for his failure to pay maintenance, “proffer good reasons that are established at law or founded in equity, buttressed by sufficient and cogent evidence, as to why he or she should be excused from default in maintenance”.

32 Section 71(b) of the Women’s Charter 1961 provides that if a person fails to make one or more payments required under a maintenance order, the Court may sentence the person to imprisonment for a term not exceeding one month for each month’s allowance remaining unpaid.

33 With regard to the question of whether a term of imprisonment in default of payment should be imposed, the Father submitted that enforcement by way of imprisonment should only be a measure of last resort, and should generally be reserved for cases involving wilful or contumacious disobedience of court orders. In the present case, the Father pointed out that he had valid grounds to question the arrears, and had put forward a concrete repayment plan which he genuinely believed he could meet. He was therefore not callously indifferent to his obligations. He further asked the court to consider that his inability to pay arose from a change of his income and job circumstances, and the restrictions imposed by the Mareva Injunction which prevented him from liquidating his three properties to satisfy his obligations. He highlighted that he had only been able to keep up with the school fees and related educational expenses by taking

out loans from his father. Finally, he points out that incarceration would be counterproductive as it would compromise his ability to earn income and make good on the payments.

34 As a starting point, I note that a sentence of imprisonment is particularly appropriate in cases where the Respondent's refusal to pay maintenance is continuing and wilful, per the District Court in *TEZ v TFA* [2014] SGDC 267 at [32]:

When making an enforcement order, the court may impose an imprisonment term in the event the Respondent continues to default on payment of maintenance (for example, by not paying the arrears). This is one of the court's powers under Section 71 of the Women's Charter. In particular, where the Respondent has been shown to be **recalcitrant or resistant to paying maintenance, the imprisonment term is imposed to ensure compliance**. This is consistent with Section 71(2) of the Women's Charter, which states that a defaulting Respondent is still required to pay maintenance and the maintenance arrears, even after serving the imprisonment term. [*Emphasis added*]

35 In recent times, the District Court has reinforced a zero-tolerance view towards intentional non-compliance with maintenance and show payment orders. In *WOC v WOD* [2025] SGFC 72, DJ Kow Keng Siong stressed at [27] and [28]:

27. Finally, I wish to stress that Courts take a serious view regarding non-compliance with maintenance orders and show-payment orders. Such non-compliance has a corrosive effect on respect for court orders and confidence in our maintenance regime. Further, a failure to pay maintenance can cause hardship to their intended beneficiaries.

28. It is aggravating if a payor can make pay the maintenance but refuses to do so or deliberately delays making timely payments. Such conduct is especially reprehensible where child maintenance is involved – as it directly harms a child's interests. Payors who engage in such conduct can expect to receive longer imprisonment terms.

36 I would add that the Court does not serve the function of a debt collector or re-negotiator in maintenance enforcement proceedings. It is not for respondents with means or whose financial hardship is self-induced to come to court with the intent of haggling their way out of their debt obligations. The threshold to satisfy the court before it can be persuaded to exercise discretion to stave off enforcement of maintenance orders is a high one. Such latitude should only be granted to defaulters who have exhausted every means possible to satisfy their children's needs before their own. All other defaulters who fall short of this threshold 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. This approach is consonant with the legislative position following amendments to the Women's Charter 1961 which came into force on 16 January 2025, in particular the new section 81(2)(d) which requires the court to specify a term of imprisonment for the purposes of a breach in show payment proceedings under section 91O if it is satisfied that there has been a breach of the maintenance order, and there exist no special circumstances which make such an order inappropriate (per section 81(7)). Although the new provision does not apply to this case as it was filed prior to 16 January 2025, there is no reason why a consistent approach should not be applied to all enforcement proceedings before the Court. 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.

Whether Just and Equitable to Direct Enforcement of Maintenance**Arrears**

37 The Father submits that he has shown cause in this case, i.e. unjust or inequitable to compel him to pay his arrears. The Father claims that having lost his employment in Singapore, he is financially impecunious, and that large amounts of monies that the Mother claims that he possesses are actually owned by his father and trust companies.

38 As a starting point, the Father’s Ancillary Affidavit filed in the divorce proceedings on 14 June 2024 provides a complete list of assets held in his name as at that date (see paragraph 13). He declares that owns two properties in a ski resort in Megave, France, being a property at 308 XXX estimated to be worth SGD \$1,173,775.00 (“308”) and a property at 216 XXX (estimated to be worth SGD \$1,062,267.10 (“216”). He also owns two properties in Hong Kong at XX and XX Robinson Road (estimated at SGD \$2,856,000.00). All these properties are mortgage-free. The Hong Kong properties are in the Father’s sole name, based on the Dudley Surveyors valuation report dated 25 October 2023², and are leased to Kronos, which the Father was a sole director and shareholder of until January 2022 (after the marriage broke down). The “308” property is jointly owned by the Father and SCIC³ (which is a wholly owned subsidiary of SARL⁴, which is in turn wholly owned by Kronos), while the “216” property is under the Father and his sister’s names.

39 In addition to these properties, the Father also owns a motor vehicle, and

² See Tab 9 of the Father’s Ancillary Affidavit dated 14 June 2024.

³ See Father’s Ancillary Affidavit dated 14 June 2024 at paragraph 78.

⁴ See Father’s Ancillary Affidavit dated 14 June 2024 at paragraph 80.

shares in two companies (FE amounting to SGD \$434,910.00) and AC Pte Ltd amounting to SGD \$181,540.00). As for liabilities, he claims that he owes his father outstanding loans of over SGD \$400,000, and had incurred a loan from FE for SGD \$35,354.06 due to expenses paid on his behalf. Finally, he owns a Porsche Maran S 3.0 (valued at SGD \$106,467.00), a country club membership in One 15 Degree Marina Sentosa Cove (valued at SGD \$15,000.00), and about SGD \$50,000.00 in various bank accounts.

40 The Father's position was that these properties were all not available to be used to satisfy his maintenance debt. With regard to the "216" French property, the Father claimed this to be his parents' matrimonial home, and that this was held on trust for the benefit of his parents. With regard to the "308" and Hong Kong properties, the Father pointed out that a Mareva injunction order was in place, which allowed the Mother to block him from using the sale proceeds any of the properties towards repaying his debt.

41 The Mareva injunction in question was granted pursuant to an order of court dated 25 July 2024. It specified that the Father and his agents or employees were "prohibited from disposing" any of the "308" or two Hong Kong properties, and if any of these properties had been sold, the net sale proceeds were to be held by solicitors as stakeholders pending further order. The injunction was partially lifted by an order of court dated 24 November 2025, subject to the following key conditions:

- (a) The Father was to notify the Mother within 48 hours in the event that he entered into a sale agreement for any property;
- (b) The completion account (or its equivalent) was to be disclosed to the Mother within 48 hours of the Father receiving it;

- (c) All sales proceeds from the properties should be deposited into a separate Singapore-based bank account jointly held by both parties without any deductions other than legitimate costs related to the sale; and
- (d) Any withdrawals from these accounts must be authorised by both parties jointly.

42 The net result of the Mareva injunction as amended was that the Father was allowed to dispose of the properties, save that the proceeds could only be released from the jointly held account with the Mother's permission. The Father's argument was that he could not effectively sell the properties to pay off his debt as the Mother would not authorise the release of the funds for this purpose, as she perceived that doing so would reduce the value of the matrimonial pool.

43 I did not agree with the Father's submission. The substantial value in the two Hong Kong and/or the "308" French property could be unlocked without there needing to be a sale or disposal of the properties. The Mareva injunction did not prevent them from being used as security for a loan, which the Father could have raised to pay his arrears.

44 In any case, the Father also owned other substantial assets in the form of his Porsche Macan, his shares and bank accounts. There was no reason why he could not realise the value of these assets to discharge his debt to the Mother.

45 There was also no excuse for the Father not to have acted earlier to tap on his available assets to pay his arrears. As at the hearing on 30 June 2025, the Father had already conceded that there were arrears of \$90,259.00 outstanding.

As this was his own concession, it was incumbent upon him to be prepared to pay that amount from that point onwards. The fact that he exercised masterful inaction for the next six months speaks volumes about his lack of bona fides.

46 For this reason, I had no qualms directing that the Father pay the sum of \$90,000.00 with short notice, i.e. within two weeks of the order. He should have been ready to do so as far back as June 2025.

47 I do note that Counsel for the Mother had argued strenuously that the first tranche of payment should be made forthwith from the date of this order. Nevertheless, I was still minded to give the Father two weeks to make payment as it was not evident that he had liquid assets in his bank accounts to make up the payment of \$90,000.00.

48 I considered that the next and final payment of the balance of arrears of \$318,925.00, or \$228,925.00, should be paid up in three months' time on 14 April 2026. Three months would be sufficient time for the Father to take stock of how to unlock value from the assets held in his name and to give effect to the same. I did not think the Mother should be inconvenienced any further with any greater degree of latitude.

49 I ordered show payments for both these payments, as well as for ongoing maintenance for the months of February, March and April, and as the respondent had made only *de minimis* payments towards the maintenance arrears for a significant period of time, I ordered an in default sentence of five days' imprisonment for any breach of the show payments. I note in this regard that his breach is intentional and contumacious, given his concession as far back as June 2025 that he had already owed a substantial sum of \$90,259.00. The fact

that no attempt had been made to significantly reduce these conceded arrears speaks volumes about the degree of the Father's non-compliance.

50 To provide further security for payments going forward, I also directed that the Father was to furnish a banker's guarantee for the maximum statutory period of three months' maintenance (i.e. SGD \$54,555.00), with such banker's guarantee to be valid for a period of six months from the date of this order. This would essentially ensure prompt payment of at least three months of ongoing maintenance.

51 Given the fact that there were five days of hearing before the prior District Judge and two days of hearing before myself, I awarded costs of \$25,000.00 (all-in) for these enforcement proceedings.

52 My final orders for the enforcement proceedings were as follows:

(a) The Father is to pay the Mother arrears of \$318,925.00 as at 14 January 2026 (including maintenance for January 2026) on or before the dates set out as follows: Sum of \$90,000.00 on or before 28 January 2026 and the balance of \$228,925.00 on or before 14 April 2026.

(b) The above-mentioned sums are to be deposited by the Father into the Mother's DBS Bank Account 063-026XXX-X.

(c) For the avoidance of doubt, the maintenance payable under the existing Maintenance Order remains payable.

(d) The Father is to pay to the International School the sum of \$26,317.75 by 27 January 2026.

(e) The Father is to furnish the Mother security against any future default in maintenance payments by means of a banker's guarantee which shall be valid for a period of 6 months and which shall be for three months' maintenance. This banker's guarantee is to be furnished by the Father within 1 month from the date of this Order.

(f) The Father is to show proof of payment in court of \$90,000.00 in arrears on 28 January 2026 and of \$228,925.00 in arrears and \$54,555.00 in ongoing maintenance payments on 14 April 2026.

(g) Until the above amounts under the show-payment order are fully paid, the Summons issued against the Father shall remain in force and the Father shall attend Court as and when directed by the Court.

(h) In the event that the Father fails to show proof of payment of any one or more of the above amounts under the show-payment order, he may be directed to attend before the Court and be dealt with under section 71 of the Women's Charter for the failure to comply with the show-payment order and the Maintenance Enforcement Order, whichever is applicable.

(i) In respect of the above-mentioned dates when the Father is to show proof of payment, the attendance of the Mother shall be dispensed with unless payment is not received.

(j) The Father is to attend Court personally to show proof of payment as set out above, unless he shows proof of payment by way of correspondence to the Court which is copied to counsel for the Mother showing proof of payment at least 3 working days before the show payment date.

(k) In the event of any default in making payment as set out in the show proof of payment above, (a) the Father is to be imprisoned for 5 day (s) for each non-payment of maintenance arrears, (b) the Father is to be imprisoned for 5 day (s) for each non-payment of payable maintenance.

(l) The Father is to pay costs fixed at \$25,000.00 to the Mother forthwith.

Post Script

53 The Father complied with the first show payment order on 27 January 2026 by transferring a sum of EURO 120,218.00 (equivalent to SGD \$180,327.00) to the Mother on 23 January 2026, and also paid the outstanding sum of \$26,317.75 to the International School by 27 January 2026.

54 At the second show payment hearing on 14 April 2026, the Father requested an adjournment on the basis that he had sold the Hong Kong Properties and was awaiting the arrival of the funds. An adjournment was granted to 24 April 2026. On 16 April 2026, the Applicant transferred a sum of USD 215,000.00 (equivalent to SGD \$273,480.00) to the Mother's account being part of the proceeds of the sale of the Hong Kong properties, and a payment of SGD \$10,000.00 to the Mother's bank account.

55 Taken together, these transfers covered the arrears of \$318,925.00, the ongoing maintenance amounts up to April 2026, and the provision of cash in lieu of the banker's guarantee, which means the Mother is provided with maintenance up to July 2026. The accounting treatment and details of apportionment of this transfer is provided in a tabulated summary as follows:

Sums to be paid under EMO 49/2026	Transfers made by Respondent
Payment of \$26,317.75 to the International School by 27 January 2026 for outstanding school fees.	Transfer of EUR 120,218.00 made to the Mother's bank account on 23 January 2026. [Equivalent to SGD \$180,327.00 according to the Father]
Initial lump sum payment of \$90,000.00 on 28 January 2026 towards the arrears of \$318,925.00 by 27 January 2026	<p>(“Transfer 1”)</p> <p>The Father's intended allocation of Transfer 1 (per paragraph 14 of Counsel for the Father's letter of 27 January 2026):</p>
Costs for MSS 1805/2024 fixed at \$25,000.00 all-in.	<p>(i) SGD \$26,317.75 towards the children's Term 2 school fees at the International School, as ordered;</p> <p>(ii) SGD \$90,000.00 towards the arrears instalment due by the first show payment under EMO 49/2026;</p> <p>(iii) SGD \$54,555.00 (SGD \$18,185 × 3) towards the monthly maintenance for February, March and April 2026; and</p> <p>(iv) the remaining balance of approximately SGD \$9,454.25</p>

	<p>towards partial satisfaction of the outstanding costs orders.</p> <p>It is noted that the outstanding costs for MSS 1805/2024 in the sum of \$15,545.75 remain outstanding. Costs are due forthwith, although they are not the subject of show payment proceedings under paragraph 6 of EMO 49/2026.</p>
<p>Ongoing maintenance due on 1 February, 1 March and 1 April 2026, in the sum of \$54,405.00 (\$18,185.00 x 3).</p> <p>To show payment by 14 April 2026.</p>	<p>Paid under Transfer 1 of 23 January 2026.</p>
<p>Balance payment of \$228,925.00 in one lump sum to fully discharge arrears by 14 April 2026.</p>	<p>USD 215,000.00 (USD 214,974.45 net of USD 25.55 fee) sent to Mother’s bank account on 16 April 2026. [Equivalent to SGD \$273,480.00 by the Father’s estimate] (“Transfer 2”)</p>
<p>Furnish a banker’s guarantee for three months of the maintenance (i.e. in the sum of \$54,555) valid</p>	<p>Payment of SGD \$10,000.00 to Applicant’s bank account on 21 April 2026, towards 3 months’ maintenance</p>

<p>for a period of six months in favour of the Applicant.</p>	<p>in advance (i.e. May, June, July 2026) (“Transfer 3”)</p> <p>The total sums paid in Transfer 2 and 3 amount to \$283,480.00 and is intended by the Father to cover the remaining arrears of \$228,925.00, and three months’ advance payment of maintenance for May, June and July 2026 (amounting to \$54,555.00), which is provided in lieu of the banker’s guarantee.</p>
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56 In light of the above, the court considered EMO 49/2026 to be fully discharged and vacated the show payment hearing fixed on 24 April 2026. In the notice to the Father dated 22 April 2026, the Father was reminded that there may be cost consequences at the appeal hearing if the appeal is proceeded with despite EMO 49/2026 being fully discharged.

Conclusion

57 This litigation has dragged on between the parties for too long and has to find resolution. The impact to the children is clear – they have been forced to move out of their accommodation, and had to put up with the Mother’s friend for a period of time, due to her shortage of funds. Disputes with regard to certain items of their expenditure have also surfaced in the course of the show payments, which has resulted in inconveniences suffered by the children and created uncertainties with regard to their housing, education and transport. The children have also experienced a drop in the standard of living to which they

have been accustomed. This has to come to an end. As this matter has been docketed to a multi-disciplinary team, I have asked for it to be referred to mediation even as the parties proceed with this appeal, the ongoing process of discovery and a contempt application with respect to the Mareva injunction. It is hoped that they will set aside their differences on the financial matters, and move forward in a manner that does not place the welfare of the children at risk.

Kenneth Yap
District Judge

Mr Chugani Ashok Kan and Ms Poonam Lachman Mirchandani
(Mirchandani & Partners) for the applicant;
Mr Poh Jun Zhe, Malcus (Mo Junzhe) (Malcus Poh Law
Corporation) for the respondent
