

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 51

OADV No. 657 of 2025
HCF/DCA 4 of 2026

Between

YBI

... Applicant

And

YBJ

... Respondent

FOUNDATIONS OF DECISION

[Family Law – Ancillary Matters – Variation of consent order]

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YBI

v

YBJ

[2026] SGFC 51

Family Court — OADV No. 657 of 2025
(District Court Appeal 4 of 2026)

District Judge Sheela Kumari Devi
9 January 2026

8 April 2026

District Judge Sheela Kumari Devi

Introduction

1. The Plaintiff husband (“**Husband**”) filed for divorce against the Defendant wife (“**Wife**”) on 18 December 2023. The application was made on the simplified track as both parties had agreed on all the terms of the divorce (including the ancillary matters). Both parties were not represented at the material time and it was not disputed that the Husband had filed the application using the self-service divorce filing platform. The Interim Judgment which included the orders relating to the ancillary matters by consent was eventually granted on 5 January 2024 on an uncontested basis. The Interim Judgment was made final on 22 April 2024.

2. On 26 September 2025, the Wife filed the present application to vary or set aside part of the ancillary matters orders dated 5 January 2024 (the “**AM Order**”) in relation to the matrimonial flat.

3. The Wife was represented and the Husband acted in person. After hearing the parties on 9 January 2026, I dismissed the Wife’s application. She has filed a Notice of Appeal on 21 January 2026 against my decision. I now set out the full grounds of my decision.

Background

4. At the heart of the present dispute between the parties are Orders 3(c)(i) to (ii) of the AM Order. For ease of reference, I reproduce Orders 3(c)(i) to (iv) which set out the payments that are to be made to effect the disposition of the Husband’s share of the matrimonial flat:

Order 3(c)

“That the Plaintiff’s right, title and interest in the matrimonial home at Blk xx BUKIT BATOK STREET xx Singapore 653xxx (the Flat) shall be sold (part-share) to the Defendant within 6 months from the date of the grant of the Certificate of Final Judgment (Divorce) subject to the following:

- (i) The Defendant shall pay the Plaintiff 50% of the net value of the Flat, i.e. the valuation price less the conveyancing, stamp duty, registration, administrative fees of the part-share sales of the Flat (“the Consideration”);
- (ii) The Defendant will refund the Plaintiff’s CPF moneys used for the Flat and the accrued interest;
- (iii) the outstanding mortgage loan shall be borne by the Defendant solely thereon.
- (iv) all moneys due to the HDB shall be borne by the Defendant solely thereon.
- (v) the conveyancing, stamp duty, registration, administrative fees and all costs and expenses incidental

to the part-share sales of the Flat will be borne by the Defendant solely thereon.”

5. Through the present application, the Wife is seeking to vary the AM Order to provide that the Wife’s payment to the Husband of 50% of the net value of the matrimonial flat (as defined in the AM Order) includes the refund of the Husband’s CPF moneys used for the matrimonial flat and the accrued interest.

6. While the Wife’s application stated that she was seeking to set aside or vary the AM Order, the Wife’s submissions was primarily focused on the issue of variation. This was thus the basis upon which I adjudicated the issue. In essence, the Wife’s case is as follows:

- (a) The AM Order is substantively unworkable *ab initio* as there is a fundamental misunderstanding between the parties as regards Order 3(c)(i) and (ii) of the AM Order at the time the AM Order was made.
- (b) Further and/or in the alternative, the Husband had fraudulently misrepresented that Orders 3(c)(i) and (ii) of the AM Order represented the terms of the parties’ agreement on the division of the matrimonial flat, when they did not.

7. The Husband objects to the Wife’s position. The Husband’s position is that the Wife’s application is an attempt to unilaterally renegotiate a binding consent order due to her subsequent changed financial circumstances of bankruptcy and her personal regret.

8. At the hearing of the present application, parties agreed on the following variations to be made to the AM Order that:
- (a) the mode of disposition of the matrimonial flat be changed to transfer (other than by way of sale);
 - (b) the timeline for the completion of the transfer was to be effected within 6 months from the date of the orders to be made;
 - (c) save as set out in the order, each party shall retain his or her assets held in his or her sole names and/or joint names with others; and
 - (d) the valuation price of the matrimonial flat would be taken as of 30 June 2025.

9. In light of the parties' agreement, I granted the above orders by consent. Separately, during the hearing, the Wife's counsel confirmed that the Wife was no longer seeking for the Husband to bear the costs and expenses relation to the disposition of his share of the matrimonial flat and that the Wife would be bearing the same consistent with the intent as per the AM Order.

Affidavits filed by the parties

10. Parties filed the following affidavits in the present application:
- (a) the Wife's affidavit filed on 26 September 2025 ("**AA1**");
 - (b) the Husband's reply affidavit filed on 21 November 2025 ("**RA1**");
and

(c) the Wife's final reply affidavit filed on 18 December 2025 ("AA2").

Applicable Legal Principles

11. The operative statutory provision is Section 112(4) of the Women's Charter 1961 which reads as follows:

"The court may, at any time it thinks fit, extend, vary, revoke or discharge any order made under this section, and may vary any term or condition upon or subject to which any such order has been made."

12. As per the holding in the Court of Appeal in *AYM v AYL* [2013] 1 SLR 924 ("*AYM*") at [22], the Court is only able to exercise the powers in Section 112(4) if the order has not been fully effected or implemented. In this instance, it is not disputed that Order 3(c)(i) and (ii) of the AM Order has not been fully implemented. As such, the Court is able to exercise its powers to vary.

13. The further question is whether it ought to do so. As set out in the cases, this power is sparingly exercised because of the "*fundamental importance of finality in the context of the division of matrimonial assets*" (see *AYM* at [23]). The Court of Appeal in *AYM* has held that a variation can be made if the court order "*is unworkable to begin with, or has become unworkable*" (see *AYM* at [24]). Additionally, where the court is faced with any application relating to a consent order, the Court of Appeal recognised fraud and the lack of full and frank disclosure as possible bases to vary or set-aside the said order (see *AYM* at [30] and [31]). In *XDN v XDO* [2026] SLR(FC) 45, the Court noted that other vitiating factors (applicable in the context of civil or commercial contracts) such as misrepresentation and duress may operate to unravel an otherwise binding

consent division order between the parties. A consent order may also be varied or set aside if one party had taken an “unfair advantage” over the other.

The Wife’s Case

14. The Wife is seeking to vary the AM Order on the basis that the order was unworkable to begin with due to a fundamental misunderstanding between the parties as to the terms and effect of Order 3(c) of the AM Order which existed at the time the parties signed the divorce papers. She advances the following arguments:

- (a) At the material time, parties had mistakenly believed the wording of the AM Order reflected their mutual understanding and agreement that the refund of the Husband’s CPF account would be paid out of his 50% share of the net value of the matrimonial flat, and not on top of or in addition to that sum. However, the AM Order did not reflect the true substance of the agreement. The Wife relies on WhatsApp messages exchanged between the parties after the Interim Judgment was granted and states that these messages demonstrate the parties’ agreement.
- (b) Contrary to the Husband’s position, the parties did not agree that the Wife would reimburse the Husband for the renovation expenses via refund to be made to the Husband’s CPF account. The Wife states that the WhatsApp messages exchanged between the parties on the day of the signing of the divorce papers on 12 December 2023 show that the Husband expressly raised, negotiated and then abandoned this claim for the renovation expenses for the matrimonial flat.

- (c) The parties could not have agreed to Order 3(c) as it leads to an absurd result of the Wife having to pay the Husband more than 100% of the total net market value of the matrimonial flat, just to acquire his half-share of the flat. This could not have been intended or agreed to by the parties at the time of the signing.

15. Further and/or in the alternative, the Wife submits that if the Husband knew that Order 3(c)(i) and (ii) of the AM Order did not in fact reflect the parties' agreement, then he had fraudulently misrepresented to the Wife that the said order reflected the parties' agreement, when that was not in fact so. In the circumstances, the Court should thus set aside or vary the AM Order on the basis of fraud.

The Husband's Case

16. The Husband states that there was no fundamental misunderstanding between the parties at the time the divorce documents were signed. He makes the following arguments:

- (a) The WhatsApp messages relied on by the Wife show that he has been entirely consistent that the CPF refund was always understood and discussed as a separate component (being reimbursement for renovation expenses that he had paid for) from the 50% equity share.
- (b) The fact that the Wife made an offer to pay him \$100,000 outside of his 50% net share proves that she was aware of her obligation to refund his CPF under the AM Order.

- (c) It is undisputed that \$184,587.27 was spent on renovations and furnishings. It is therefore logical and equitably consistent in a consent settlement where the Wife retains the improved property, that he be compensated via a separate full CPF refund. The Wife's present application is an attempt to gain an unfair windfall by retaining the full value of the improvements to the property while avoiding the agreed upon CPF refund.

17. The Husband has also made other arguments regarding the Wife's conduct and the fact that she did have access to legal advice. As these were either not relevant and/or not evidenced, I did not consider the same in arriving at my decision.

My findings

18. I refer to the Court of Appeal's holding in *AYM* regarding the issue of unworkability *ab initio* at [29]:

“We now deal with the situation where the court order is unworkable *ab initio*. As we have stated above (at [23]), s 112(4) may also be justifiably invoked to, *inter alia*, vary an order for the division of matrimonial assets where such order was unworkable to begin with. In *CT* itself, the learned District Judge did observe (at [12]) that “[t]here must surely be a way for the court to plug any gap or lacuna in the ancillary matters order” [emphasis added]. This is also consistent with the view (expressed above at [22]) that s 112(4) was also intended to provide for what are, in substance, purely administrative matters. Such administrative matters may include the functionality or, more accurately, lack of functionality, or the literal unworkability of the order concerned to begin with (*cf* the decision of this court in *Chia Chew Gek v Tan Boon Hiang and another appeal* [1997]1 SLR(R) 383, which was, however, decided prior to the enactment of s 112(4)). Such unworkability might be relatively minor, but would still give good reason to the court to, *inter alia*, vary the court order to ensure it can be

implemented. Likewise, where an order is substantively unworkable *ab initio* because of a *fundamental* misunderstanding at the time the order was made, this will justify the invocation of the court's powers. This, however, should not be taken as an invitation to re-open the merits of the case; any such *ab initio* substantive unworkability must be as a result of a fundamental misunderstanding apparent on the face of the order.” (emphasis in underline added)

19. Having reviewed the terms of the order, I do not agree with the Wife's position that there was a fundamental misunderstanding that was apparent on the face of the order. The AM Order is clear and unambiguous. Order 3(c)(i) sets out that the Wife would pay the Husband 50% of the net value of the matrimonial flat. Order 3(c)(ii) sets out that the Wife would refund the Husband's CPF moneys used for the matrimonial flat and the accrued interest. These orders do not suggest that the CPF refunds to be made by the Wife to the Husband form part of the 50% of the net value that she was to pay him. There is no language linking Order 3(c)(i) to Order 3(c)(ii) which leads me to the logical conclusion that these are 2 separate payments that the Wife was supposed to make to the Husband. In this regard, I note that the Wife has also been advised by her solicitors that Order 3(c)(i) and (ii) of the AM Order suggest the same.¹

20. I would also add that based on the WhatsApp messages exchanged between the parties, it appeared that both parties are proficient in the English language. The Wife had also signed the draft Interim Judgment in front of a Commissioner for Oaths with an acknowledgment stating that she had considered the terms of the agreement and had also been informed of her right to seek independent legal advice². There has also been no cogent explanation

¹ AA1 paragraph 48

² AA1 page 47

provided to the Court as to why the Wife was labouring under the impression that the required payment of 50% of the net value of the Matrimonial Flat to the Husband included the Husband's CPF refunds in the face of the express wording of the AM Order. If, at the material time of signing, the express written terms did not sync with the agreement, why did she sign it? Her explanation on affidavit was as follows:

“Sometime on or about 12 December 2023, the Respondent showed me the draft divorce papers that he had prepared using the “Divorce Bureau” website, and told me that the draft papers reflect the terms of the divorce that we had discussed and agreed. At the material time, I did not see the need to consult any lawyers as I believed our terms for divorce were simple, and I trusted the Respondent to draft the papers based on what we had agreed. I reviewed the draft divorce papers, which I mistakenly believed reflected the terms of our agreement, and told him that I was agreeable to the draft.”³ (emphasis in underline added)

21. If the Wife had indeed reviewed the papers as stated, how then could she have arrived at the conclusion that the terms reflected what she thought parties had agreed to? There is simply no logical explanation for the same. Further, the Wife also states that she trusted the Husband to draft the papers based on what they had agreed. Notably, based on the exhibited police reports in the Husband's reply affidavit around the material time of December 2023 and January 2024⁴, there did not appear to be an atmosphere of trust operating between the parties in light of the Husband's purported discovery that the Wife was having an extra-marital affair and the resulting confrontations arising from the same.

³ AA1 paragraph 33

⁴ RA1 pages 56 to 73

22. While I did not think it was necessary for me to review the messages exchanged between the parties post-signing to determine the terms of the agreement in light of the express wording of the AM Order, I make the following observations:

- (a) Notably, these messages were not adduced by the Wife in her supporting affidavit but only in her reply affidavit⁵ which the Husband would not have had the opportunity to address. One would have thought that if this was the only relevant evidence supporting the Wife's narrative, it should have been exhibited in her supporting affidavit.
- (b) The Wife's position is that the messages exchanged between the parties post-signing evidence the terms of the agreement – having reviewed the messages, I do not take the view that the messages support the Wife's position on the terms of the agreement as the messages can support either party's interpretation.
- (c) As for the discussion between the parties on the day of the signing, the Wife's position is that there was a phone conversation between the parties where the Husband had agreed that the Wife would pay him \$30,000 as her share of the renovation costs over ten years and that there would be a written note to record this agreement. Subsequently, the Husband had sent her a message to tell her to forget about the renovation costs and that there was no need to write a note. As such, the Husband's position that the CPF refunds were made to him as reimbursement for the renovation expenses could not be true. The Husband's position, at the

⁵ AA2 para 21 and 22

hearing, was that parties had agreed on the Wife refunding his CPF monies during the call which was why he had sent her that message subsequently informing her that there was no need for a note and which was why the AM Order accordingly provided for CPF refunds to be made to his account apart from payment of the 50% net value of the matrimonial flat. Neither party has any independent evidence of what transpired on that call.

23. As for the Wife's argument that the terms of the present Order leads to an absurd result which neither party had intended, I refer to the High Court's holding in *XNG v XNH* [2025] SGHCF 32 at [9]:

“A consent order occupies a slightly higher elevation of authority because it is an order that both parties have forged together. It has the additional alloy of a contract and, therefore, more is required before a court will vary the order in question. It will not be enough to show that a consent appears unjust. This is because justice between the parties is sometimes a matter between them, and a court may not be able to revise an agreement entered into between parties who have decided in their wisdom how much to give and how much to take from each other.”
(emphasis in underline added)

24. The reality is that parties may enter into a consent order for various personal reasons and the Court would be slow to interfere with such an arrangement. A further observation I would make is that even on the Wife's position, giving only 50% of the net value of the Flat to the Husband would not be sufficient to cover the CPF refunds for the Husband. The evidence on this aspect is quite clear that parties were operating on the assumption that at the very least that the Husband would be receiving more than just his CPF refunds.

25. As for the Wife's alternative argument of fraudulent misrepresentation – the Wife has not addressed this in any substantive detail in her written and

oral submissions. It is sufficient for me to say that the Wife has not met any of the legal requirements to prove a claim for fraudulent misrepresentation (see *Chan Pick Sun v Wan Hoe Keet (alias Wen Haojie)* [2024] 1 SLR 893 at [66] to [67]). Further, the Wife's case was that she had been unaware that what she was signing was different from what parties had agreed on. As stated above, there was no reasonable explanation before me as to why the Wife, upon reviewing the terms of the draft Interim Judgment, would think that the terms represented a different meaning from what was stated. I therefore find that there was insufficient evidence of any fraudulent misrepresentation made by the Husband to the Wife on the date of the signing of the Interim Judgment, or any other date.

26. For completeness, although this was not raised by the Wife in her submissions, I find that the Husband had not taken an unfair advantage of the Wife. The Wife would have been made fully aware of the terms of the draft Interim Judgment when she attended to sign the same before a Commissioner for Oaths and had been extended an opportunity to take independent legal advice but chose not to do so. There was no suggestion of any incapacity or infirmity on the part of the Wife that could have been exploited or taken advantage of by the Husband.

Conclusion

27. For the reasons set out above, I dismiss the Wife's application save for granting an order in relation to the terms that parties had agreed to vary on a consent basis.

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Sheela Kumari Devi
District Judge

Ms Wong En Hui
(Covenant Chambers LLC)
For the Applicant-Wife;

Respondent-Husband in- person.