

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 50

FC/OADV 709/2025

Between

YBG

... *Applicant*

And

YBH

... *Respondent*

MSS 1726/2025

Between

YBH

... *Applicant*

And

YBG

... *Respondent*

EX TEMPORE JUDGMENT

Family Law — Ancillary powers of court — Setting aside of maintenance order — Whether consent order for maintenance should be set-aside for misrepresentation

Family Law — Consent Orders — Rescission of order — Whether order procured by reason of fraudulent misrepresentation

Family Law — Maintenance for wife – Enforcement of maintenance order

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YBG

v

YBH

[2026] SGFC 50

Family Court – Originating Application For Variation, Recission, Setting Aside of Other Orders in a Dissolution Case No. 709 of 2025

Family Court – Maintenance Summons No. 1726 of 2025

District Judge Kevin Ho
4 March 2026 and 2 April 2026

2 April 2026

District Judge Kevin Ho

Introduction

1 The present proceedings relate to two separate applications filed by Applicant-Husband (“Husband”) and the Respondent-Wife (“Wife”) in the Family Court.

2 The Husband filed FC/OADV 709/2025 (“OADV 709”) seeking the recission of one specific order (*ie*, paragraph 3e) in the Interim Judgment for Divorce made on 13 February 2023 (“IJ”) in respect of FC/D 2XX/2023 (“D 2XX”). Paragraph 3e of the IJ states as follows:

“a. The [Husband] shall provide a sum of SS2000.00 [sic] per month to the [Wife] as wife maintenance and shall bank in such an amount on the 1st of the month following the issuance of the Certificate of Final Judgment and the 1st of each month thereafter. This payment shall be made to the [Wife]’s bank account no. 769-[XXXXXXX].”

I shall refer to paragraph 3e of the IJ in this judgment as the “Maintenance Order”.

3 For context, the Wife filed MSS 1726/2025 (“MSS 1726”) in August 2025 seeking an enforcement order pursuant to s 71 of the Women’s Charter 1961 (2020 Rev Ed) to compel the Husband to pay the arrears in maintenance which he owes her. According to the Wife, the Husband had paid *no* maintenance to her since the Final Judgment (“FJ”) was obtained in D 2XX, as required by the Maintenance Order.

4 In response to MSS 1726, the Husband filed OADV 709 in October 2025 to retrospectively rescind the Maintenance Order on the grounds of deliberate misrepresentation by the Wife.

5 In essence, the Husband claims that prior to agreeing to the terms of the IJ, the Husband was “manipulated” by the Wife to believe that although an order for maintenance should be included in the IJ (as she allegedly claimed that it would be “*odd*” for her not to be given maintenance in a divorce), the \$2,000 figure in the Maintenance Order was merely “*symbolic*” and that she would not seek to enforce the same.¹ According to the Husband, MSS 1726 was thus filed in breach of the Wife’s promise that she would “never” enforce

¹ Husband’s Affidavit dd 09.10.25 filed for OADV 709 (“A1”) at [22] and [25]

the maintenance order,² and OADV 709 had to be filed to correct the IJ so as to reflect what was agreed between the parties.

6 In this regard, it is important to note the following which the Husband's counsel had confirmed during the hearing of OADV 709:

(a) The Husband accepts that he had not paid any maintenance as required by the Maintenance Order.

(b) Both OADV 709 and MSS 1726 are inter-related in that the Husband's case in response to MSS 1726 is the same as that relied on for OADV 709 – the Court's decision on OADV 709 would also determine MSS 1726.

(c) As specifically stated in Prayer 1 of the OADV 709, the Husband's main basis for seeking the rescission of paragraph 3e of the IJ was the Wife's misrepresentation to him.

7 I should add further that while the Husband's counsel represents him in both OADV 709 and MSS 1726, the Wife's counsel appears for the Wife *only* for OADV 709. In respect of MSS 1726, the Wife has elected to represent herself.

8 Given the difference in the usual mode of hearing between OADV 709 (which would typically be heard in Chambers) and MSS 1726 (which would be conducted as a trial in court with examination of witnesses), I clarified with both counsel and the parties on the conduct of the matter during the hearing on 4 March 2026. Despite the Husband's acknowledgement of the inter-

² *Ibid* at [59]

connected nature of both OADV 709 and MSS 1726, given the nature of enforcement proceedings and the orders which may be made therein, I proceeded to hear MSS 1726 as a trial with both the Husband and the Wife taking the stand to be examined as witnesses. Both parties were also allowed to make their respective oral closing submissions at the end of the trial.

Issues to be determined

9 In light of the parties' respective submissions in OADV 709 and MSS 1726, the following issues have to be determined by this Court:

- (a) What is the scope of the Court's power to rescind (or set-aside) the Maintenance Order (contained in paragraph 3e of the IJ) on account of the alleged misrepresentation made by the Wife?
- (b) Has the Husband satisfied the relevant legal requirements to justify rescinding the Maintenance Order in its entirety?
- (c) If the Maintenance Order is not set-aside, what enforcement orders ought to be made to compel the Husband's compliance with the said Order?

10 I will discuss each of these issues, in turn.

Basis For Varying or Rescinding Consent Orders in Divorce Proceedings

11 The starting point of any discussion of the applicable legal principles relevant to the revocation or variation of the Maintenance Order would be the Women's Charter 1961 (2020 Rev Ed) ("WC") given that it was made pursuant to the powers given to the Family Court in exercise of its matrimonial jurisdiction in the earlier divorce proceedings filed by the Wife.

12 Specifically, ss 118 and 119 of the WC provide as follows:

Power of court to vary orders for maintenance

118. The court may at any time vary or rescind any subsisting order for maintenance, whether secured or unsecured, on the application of the person in whose favour or of the person against whom the order was made, or, in respect of secured maintenance, of the legal personal representatives of the latter, where it is satisfied that the order was based on any misrepresentation or mistake of fact or where there has been any material change in the circumstances.

Power of court to vary agreements for maintenance

119. Subject to section 116, the court may at any time and from time to time vary the terms of any agreement as to maintenance made between husband and wife, whether made before or after 1 June 1981, where it is satisfied that there has been any material change in the circumstances and despite any provision to the contrary in any such agreement.

13 In this regard, the Husband’s counsel had, in their written submissions, also referred to s 72 of the WC as the juridical basis for a rescission or variation order.³ In my view, it is important to identify the correct statutory provision.

14 As noted above, the IJ in the present case was granted in a divorce application filed under Part 10 of the WC. The appropriate statutory provision would thus be s 118 and not s 72, as the latter relates only to maintenance orders made under Part 8 of the WC. This is not a distinction without any difference. For one, s 72 appears more broadly worded and is not limited to the situations of misrepresentation, mistake of fact or a material change of circumstances provided for in s 118. This was also the observation made by

³ Husband’s Written Submissions dd 25.02.26 (“AWS”) at [22]

the Court of Appeal in *AXM v AXO* [2014] 2 SLR 705 at [24] and [33]; see also *ATS v ATT* [2016] SGHC 196 at [9].

15 I now turn to consider the ambit of s 118 of the WC which specifically states that that in considering applications for variation or rescission, the court must consider whether the subsisting maintenance order “*was based on any misrepresentation or mistake of fact or where there has been any material change in the circumstances*”. As the Husband has not alleged any mistake of fact or a change in circumstances, the Court is thus concerned only with the reference to “misrepresentation” in s 118.

16 In my view, there are at least two scenarios where a court order may be said to be “*based on*” a misrepresentation:

(a) The first scenario arises when the subsisting maintenance order was an *adjudicated* order made by the court after a contested hearing for ancillary relief.

(i) In this scenario, the culpable conduct in question would ordinarily relate to one party’s misrepresentation as to factual matters set out in the affidavits or evidence adduced for the purpose of the contested hearing. While there has not been much judicial discussion in Singapore on the scope of such misrepresentations, the case-law has consistently cautioned that the operative misrepresentation must have been in relation to a *material* fact, and that the test for materiality is a high one: see *BBV v BBW* [2012] SGDC 244 at [14]; *Tan Huan Eng Agnes Florence v Trevor Symes* [2005] SGDC 83 (“*Trevor Symes*”) at [12].

(ii) Some examples of material misrepresentation include the suppression of relevant information (such as where a party had a full-time job when he claimed to be jobless) or the non-disclosure of assets of significant value. Put another way, the misrepresentation must result in an “*entirely different complexion on the case, and not merely something which may have led the ancillary matters court to decide differently*”: see *Trevor Symes* at [12]. I would add that another example would certainly include fraudulent misrepresentations perpetrated against the court in the parties’ affidavits or made in course of their presentation of the case.

(b) The second scenario occurs in the context of consent orders where there had been *no contested hearing or adjudicated outcome*. By its nature, consent orders made in matrimonial proceedings are often based on out-of-court agreements reached between the parties without direct court involvement: see for *eg*, *WWC v WWD* [2025] SLR(FC) 203 at [44].

(c) It would therefore not be appropriate to understand “misrepresentation” in the context of consent orders as relating to representations of material facts in affidavits and documents, since there is usually little or no evidence or information in the court file relating to the parties’ assets and means and/or the court may not even have the relevant information on what was or was not included or referred to in the consent order (see the observations by the Appellate Division of the High Court in *WRQ v WRP* [2024] 2 SLR 767 in the context of applications to vary an order for the division of assets); it is

therefore not the court reviewing these documents which is said to have been misled.

(d) Instead, in relation to matrimonial consent orders, it would be more appropriate to understand of the concept of “misrepresentation” (as used in s 118 of the WC) as referring to the representations made by one party *to the other* in the course of negotiating their private out-of-court agreement which eventually led to the making of the consent order.

(e) This form of misrepresentation thus bears similarities to that found under general contract law where rescission of a contract is sought by one contracting party who claims to have been induced into entering the said contract by the representations made by the counterparty.

(f) Accordingly, I am of the view that similar legal principles can be used in assessing whether a by-consent maintenance order ought to be rescinded under s 118 where it is alleged by one party that the order had been obtained as a result of misrepresentations by the other party.

17 At the first hearing of OADV 709, I sought clarification from the Husband’s counsel as to the type of “misrepresentation” which the Husband alleges was made by the Wife. At the risk of oversimplification (and as acknowledged by the Husband’s counsel), in the realm of contract or tort law, courts have grappled with whether a representation (which turned out to be untrue) was made fraudulent or negligently by one contracting party to the other.

18 The Husband's counsel submitted that as s 118 refers to the existence of "*any misrepresentation*" when the relevant court order was made, the Family Court has the discretion to rescind the Maintenance Order so long as the misrepresentation related to a "material" fact connected with the order. If the Husband's case has to be situated within the categories of misrepresentation recognised in contract or tort law, his counsel submitted that it would be akin to a claim for fraudulent misrepresentation since the Husband's case is that the Wife had lied to him about the effect of the Maintenance Order.

19 Nevertheless, the Husband's counsel maintained that the Husband need not meet the "higher standard of proof" required for claims in fraud given the language used in s 118.

20 To recapitulate, the Husband's case in OADV 709 is that the Wife had lied when she told him that the said Order would be merely "symbolic", and that she would strictly enforce the same even if it was written into the IJ. Despite this alleged promise, the Wife asserted her right to maintenance under the IJ shortly after FJ was granted.

21 For the reasons I have set out above, I am of the view that the principles relating to contractual misrepresentation are indeed relevant to the present case. In my view, the Husband's counsel was correct to have analogised the present case as one involving an alleged *fraudulent* misrepresentation made by the Wife to the Husband.

22 Accordingly, to succeed in his claim, the Husband must therefore show *inter alia* that (i) the Wife has made a false representation of fact; (ii) it was made with the intention of being acted upon by the Husband; (iii) the Husband

did act upon the false statement; and (iv) that the Wife made the fraudulent representation knowingly, or without belief in its truth, or recklessly in the absence of any genuine belief that it is true: see *BMI v BMJ* [2018] 3 SLR 177 at [28]; see also *XTK v XTL* [2025] SGFC 113 (“*XTK*”) at [23] (citing *Chan Pik Sun v Wan Hoe Keet (alias Wen Haojie)* [2024] 1 SLR 893 at [66]); *Wee Chiaw Sek Anna v Ng Li-Ann Genevieve (sole executrix of the estate of Ng Hock Seng, deceased)* [2013] 3 SLR 801 at [30] – [32].

23 In this regard, I bear in mind the Court of Appeal’s observation in *AYM v AYL* [2014] 4 SLR 559 (at [30]), that the “*standard of proof for fraud is a very high one and is, ex hypothesi, not easy to satisfy*”. While the Court of Appeal’s observation was made in the context of an application to vary an order for the division of assets under s 112(4) of the WC, the same approach ought to apply to claims of *fraudulent* misrepresentation in the context of s 118. As noted above, this appears to be the consistent approach taken by the court where the misrepresentation was made in the context of contested ancillary matters proceedings: see for eg, *WGM v WGN* [2025] SLR(FC) 151 at [69]; *XTK* at [22]; *Trevor Symes* at [11]; *Tan Chew Sim v Chow Hoo Siong* [2013] SGDC 355 at [11]. There is no reason why a different approach should be taken for consent orders relating to the payment of maintenance.

24 Nevertheless, it should be made clear that while a “higher” standard of proof is required in matrimonial cases where an order is sought to be set aside on account of fraud, the legal standard remains proof on a balance of probabilities: see *WGM v WGN* [2025] SLR(FC) 151 at [69(d)]. The Court’s focus is on the cogency and credibility of the evidence adduced, and whether a claimant has proven his or her case to the requisite legal standard: see *Alwie Handoyo v Tjong Very Sumito and anor appeal* [2013] 4 SLR 308 at [161]. I therefore do not agree with the Husband’s counsel’s concern that using a

fraudulent misrepresentation analysis may unwittingly require the Husband to prove his case “beyond reasonable doubt”. It does not.

Did the Wife misrepresent the Maintenance Order to the Husband?

25 It follows from the above discussion that the first step is to identify the specific representation which the Husband says the Wife had made (see also *XTK* at [25]). It is on this issue which the Husband’s case runs into considerable difficulty.

26 In the first place, I find the Husband’s allegations of the Wife’s fraudulent misrepresentation were not sufficiently particularised.

(a) The Husband did not, in his affidavits, identify the exact words or utterance which make up the alleged representation. He did not indicate whether these representations were made orally or in writing, although it would appear that they were oral representations.

(b) There was no detail as to the nature and extent of the Wife’s alleged representations. All the Husband did was to make a broad averment that “[the Wife] *felt it would be odd for her to not be given maintenance*”, that she “*claimed that the figure of \$2,000 was symbolic and meant to be for show only*”,⁴ and that she “*had promised she would never seek to enforce the maintenance orders*”.⁵

(c) The need for clarity and particularity in his claim is important for the Court to assess what the alleged representations entailed, and

⁴ A1 at [22]

⁵ A1 at [22] and [59]

failing to do so may result in an unsuccessful claim: see *JTrust Asia Pte Ltd v Group Lease Holdings Pte Ltd and others* [2020] 2 SLR 1256 at [116].

27 Notwithstanding the lack of particularity, for the purpose of the present case, I will proceed on the basis that the Wife’s alleged “Representations” were that: (i) the \$2,000 figure contained in the Maintenance Order was merely symbolic; and (ii) that she would never seek to enforce the Maintenance Order.

28 As regards *when* the Representations were made (which was another important matter to be particularised), the Husband’s affidavit was similarly unclear. He spent a significant part of his affidavit explaining how he came to be divorced from the Wife, including the following:

(a) He explained that slightly more than 2 years after the parties married in Singapore, they conceived their child in 2018. As the Wife wanted to deliver their child in the People’s Republic of China (“China”), their child came to be born there [in January 2019]. Thereafter, the Wife stayed in China with the parties’ child while the Husband stayed in Singapore.

(b) As a result of the COVID-19 pandemic, the parties remained separated for a further 2 years until August 2022, when the Wife returned to Singapore with their child. It was at that point when the Wife had expressed a desire to apply for divorce as she felt that the parties’ relationship was no longer working. To that end, the Husband says she arranged for him to meet her lawyer to obtain a divorce. There was no mention of any date of the meeting, nor was there any evidence adduced as regards any discussion leading up to the said meeting.

(c) The Husband claimed that the said meeting with the Wife's lawyer (*ie*, one Mr [FHC] ("FHC") of [HCLP]) appeared to be the first meeting either of them had with him as the Wife herself was not familiar with the location of the lawyer's office. It was on this day where the Husband claimed to have been told by FHC of the relevant procedures for the divorce, and documents which the Husband needed to sign.⁶

(d) As the Husband's evidence appears to be that he had only attended at HCLP once, and that he had signed all the relevant documents, including the draft consent order (which eventually became the terms of the IJ) on the same, the Representations would presumably have been made to him only on that day. But this was not made clear.

29 Indeed, the Husband himself did not state the specific date on which the Wife and him attended at HCLP. However, as the relevant documents filed for D 2XX were purportedly signed 21 December 2022, that would appear to be the date on which the Representations were made by the Wife. I should add that the lack of particularity was compounded by the fact that the evidence adduced by the Husband (in particular, the Husband's solicitor's past letter) alluded to an alleged promise by the Wife that she would not claim maintenance from the Husband at some point in time *prior* to attending at HCLP's office.⁷

⁶ A1 at [20] to [25].

⁷ A1 at p. 25 (Letter from Chia Ngee Thuang & Co dd 03.10.23)

30 Be that as it may, as the Maintenance Order was eventually included in the IJ, I will proceed on the basis that the Representations (*ie*, that the Maintenance Order was “symbolic” and would not be enforced) were the operative misrepresentation made by the Wife, and not the alleged undefined promise made at some earlier point in time.

31 In light of the matters set out above, the onus would thus be on the Husband to prove that the Wife (whether by herself or through her representative) made the Representations to him *on 21 December 2022* with the intent that he would act on the same and that she did so knowing that the Representations were false – in other words, she had always wanted to enforce her strict legal rights if the Maintenance Order was included in the IJ but had falsely promised the Husband that she would never to do.

32 In my view, the Husband has failed to adduce any credible evidence to establish any of the requisite facts and the relevant legal requirements to make out a case of fraudulent misrepresentation, or indeed, *any* form of misrepresentation by the Wife.

33 To start with, there was no documentary or contemporaneous evidence adduced in any of the Husband’s affidavits filed for OADV 709 which points to the Wife having actually made the Representations – there were no written communications between the parties (in or around the time the parties attended at HCLP’s offices) evidencing this understanding, nor was there any evidence from any eye-witness who was present when the Representations were allegedly made by the Wife. As against his bare allegation, the Wife denies making the alleged Representations or that she had misled the Husband.⁸

⁸ Wife’s affidavit dd 18.12.2025 filed in OADV 709 (“R1”) at [8(e)]

34 I am thus not persuaded that the Husband has proved that the Representations had been made to him by the Wife.

35 To be clear, I understand that a significant plank of the Husband's case – as articulated by his counsel – was the fact that the Husband's solicitors had sent numerous letters to the Wife's solicitors in relation to the enforceability of the Maintenance Order *after* the IJ had been granted.⁹

36 While I am of the view that these letters do little (if at all) to assist the Husband in making out his case on the misrepresentation which had allegedly taken place *before* the IJ was granted, I will address them briefly since extensive submissions were made on these letters. In short, the Husband's solicitors' letters do *not* support his case of misrepresentation by the Wife.

37 The first letter sent by the Husband's solicitors was on 3 October 2023. To put matters in context, this letter was sent some 8 months after the IJ was made, and approximately 4 months after the Wife's previous solicitors had sent a demand letter to the Husband on 20 June 2023 demanding the payment of maintenance.

38 I find it highly unusual that the Husband would not have obtained any written assurance from the Wife at or around the time the IJ was granted to evidence the alleged promise she made not to enforce the Maintenance Order. What was even more anomalous was that having been served with (and in possession of) a demand letter for some 4 months seeking the payment of the very thing he says he should not be paying, he had not provided any written record of any discussion or confrontation with the Wife as to why she had

⁹ AWS at [15]

renege on her earlier “promise”. All the Husband could show was his solicitor’s letter dated 3 October 2023 (“1st CNTC Letter”) addressed to HCLP.

39 However, the contents of the 1st CNTC were not entirely consistent with the Husband’s recollection of events as set out in his affidavit filed for the current proceedings. While the Husband’s narration in his affidavit was that the day he had executed the draft divorce documents was the first time both parties had attended at HCLP’s offices and that was when FHC had first informed him of the relevant processes (including the grounds of obtaining a divorce),¹⁰ the 1st CNTC Letter appear to allege that the parties had already reached an agreement on the issue of maintenance and the division of the net sale proceeds of the matrimonial flat “*prior to attending at [HCLP’s] office*”.¹¹

40 The 1st CNTC Letter goes on to allege that the Husband had endorsed his consent to the divorce “*and the ancillaries*” believing the Wife’s words that “*she would not enforce the said terms*”.¹² The use of the plural form words of “ancillaries” and “terms” suggest that the Husband’s case – at that time – was that *both* the Maintenance Order and the orders dividing the parties’ assets were not meant to be enforced. That is markedly different from (and inconsistent with) his present claim regarding the Representations, *ie*, that *only* the \$2,000 figure in the Maintenance Order was “symbolic” and would not be enforced by the Wife.

¹⁰ A1 at [19] – [25].

¹¹ A1 at p. 26.

¹² *Ibid.*

41 The 1st CNTC letter ends off with a 7-day deadline for the Wife to apply to vary the IJ failing which the Husband will make the relevant application to *inter alia* vary the IJ accordingly.

42 As it turned out, there was no response forthcoming from the Wife or her solicitors, and the Husband's solicitors sent another reminder letter on 12 October 2023 (which they had wrongly dated as 13 October 2023) giving a further 7-day deadline to respond.¹³

43 The next letter was sent by the Husband's solicitors on 20 October 2023 ("3rd CNTC Letter"). This letter is important and, in my view, raises various concerns with the Husband's case.

44 According to the 3rd CNTC Letter, the Husband allegedly met with the Wife on 18 October 2023 whereat the parties reached a further agreement on various matters, including *inter alia*: (a) the Wife's willingness to "forgo" the \$2,000 monthly maintenance; (b) there would be a possible sale (or transfer) of the parties' matrimonial flat after a period of 5 years; and (c) the Husband's solicitors will prepare the relevant application papers to vary the IJ and Husband will solely bear the costs and expenses thereof.

45 The position taken by the Husband – as conveyed in the 3rd CNTC Letter – sits uneasily with his claim that he had been misled by the Wife's Representations. If that had been the case, why would he agree to include a term where the Wife would "forgo" the maintenance payable under the Maintenance Order? There would have been nothing to forgo since, according to the Husband, the Maintenance Order was never enforceable (in view of the

¹³ A1 at p. 32.

Representations). Further, it made little sense for the *Husband* to pay the costs of varying the IJ if it was indeed the Wife who had committed fraud and had lied to him previously. If at all, these concessions suggest that the Husband accepted that he *did* take on legally enforceable obligations under the Maintenance Order and that he was trying to re-negotiate these terms with the Wife.

46 The 3rd CNTC Letter was followed by a fourth letter sent on 7 November 2023 to HCLP (“4th CNTC Letter”). The 4th CNTC Letter reinforced what was stated in the 3rd CNTC Letter and referred to yet another discussion between the parties on 7 November 2023 regarding the terms of the IJ, specifically on the issue of overseas access to their child. Once again, the Husband repeated the same alleged agreement with the Wife wherein she would “forgo” maintenance.

47 Following the 4th CNTC Letter, the Husband’s solicitors sent another letter to HCLP some 5 months later, on 9 April 2024 (“5th CNTC Letter”). In this letter, no reference was made to the Maintenance Order, or any application vary the IJ.

48 Following the 5th CNTC Letter, the next time the Husband’s solicitors wrote to HCLP was more than 12 months thereafter, on 14 July 2025 (“6th CNTC”). In this letter, the Husband appears to have instructed his solicitors to merely “reiterate [the Husband]’s position” on *inter alia* the alleged representations made regarding the “ancillary orders” and the denial of child access. This 6th CNTC Letter is significant in that more than 12 months have passed since the 5th CNTC Letter and 17 months since the last discussion on the issue of the Maintenance Order, yet no action whatsoever had been taken by the Husband despite clearly receiving no response from the Wife.

49 The last point is an important one for two reasons:

(a) First, from the 1st CNTC Letter until OADV 709 was filed, it is not disputed by the Husband that HCLP has *not* sent one reply (whether by letter or otherwise) to his solicitors.

(b) It is puzzling (if not entirely bewildering) that the Husband would repeatedly instruct his solicitors to send letters to HCLP when the surrounding circumstances (particularly, the complete lack of response from HCLP) suggest they were no longer the Wife's solicitors for any of the parties' dispute after June 2023. As I had raised to the Husband's counsel during oral arguments, it would have been open to the Husband (or his counsel) to approach the Wife directly to put to rest any concern regarding the enforceability of the Maintenance Order since it would have been reasonable by the time the 3rd CNTC Letter was sent (if not earlier) to assume that HCLP may not be acting for the Wife, and that the Husband should take active steps to revoke the Maintenance Order which he claims to have been misled into agreeing to.

(c) Although reference was made to the need for professional courtesy and etiquette between solicitors, I note that r 7(3)(b) of the Legal Profession (Professional Conduct) Rules 2015 only requires the Husband's solicitor to give reasonable notice to the other legal practitioner that he intends to communicate directly with the latter's client and can, in fact, do so directly if his own client's (*ie*, the Husband) interests will be "severely prejudiced". Yet no such attempt had been taken by the Husband or his solicitors in the present case.

(d) Second, and following from the first, the Husband's lackadaisical attitude in pursuing his claim for misrepresentation – one which he appears to be aware of some 2 years earlier suggests that he was not serious about his claim.¹⁴ In fact, the delay of 12 months between the 5th CNTC Letter and the 6th CNTC Letter was especially puzzling.

50 Overall, I find that the Husband has not discharged his burden to prove that the Wife had made the Representations to him, or that she had done so with the intent to mislead him into agreeing with the inclusion of the Maintenance Order.

51 As regards the Wife's alleged manipulative intent, I note the Husband's own admission in his affidavit that "[FHC] *did mention during the process that I ought to seek advice from a lawyer but I did not heed the advice and I signed the papers agreeing to record the ancillary orders that now appear within [the IJ]*". In my view, this admission puts to rest any suggestion that the Wife (or her solicitors) had intended to mislead the Husband, put pressure on him, or had taken advantage of the Husband.

52 The Husband freely chose to agree to the terms of the IJ, including the Maintenance Order contained therein. Accordingly, I do not find that he has shown any misrepresentation by the Wife which justifies the rescission of the Maintenance Order.

53 I will therefore dismiss OADV 709 in its entirety.

¹⁴ See also R1 at p. 6

The Wife's enforcement application should be allowed.

54 In light of my decision set out above, the next question is whether this Court should enforce the Maintenance Order.

55 It is trite law that in applications for enforcement of maintenance order under s 71 of the WC, the Court's role is to consider whether the maintenance respondent (*ie*, the Husband in the present case) had breached his obligation to pay maintenance. If he is found to be in breach, then the onus is on him to "show cause" (or provide good reasons) why an enforcement order should not be made against him: see *XTG v XTH* [2025] SGFC 112 at [20]; *WFK v WFL* [2024] SLR(FC) 261 at [146]; *VUJ v VUK* [2021] SGFC 87 at [20].

56 Here, it is not disputed that the Husband has not paid any maintenance pursuant to the Maintenance Order since his obligation arose to do so in June 2023 (*ie*. the month following the grant of FJ in May 2023). This was a period of 33 months and works out to an aggregate sum of S\$66,000 (being S\$2,000 per month x 33 months). As at the date of this judgment (in April 2026), the total outstanding arrears would be \$68,000 for a total period of 34 months. The period of 34 months is within the 3-year time period under s 121(3) of the WC for which maintenance could be recoverable by the Wife.

57 At the hearing of MSS 1726, the Husband confirmed in his oral testimony that his defence to the Wife's enforcement claim is that he should not have to pay maintenance at all (by reason of her alleged Representations), and not that he cannot afford to do so. As such, the Husband's basis for non-payment is the same as the reasons relied on for OADV 709.

58 As I have found the Husband to have been unsuccessful in OADV 709, there was no good reason for him to have refused to comply with the Maintenance Order set out in the IJ.

59 Even taking the Husband's case at its highest in that he had doubts over his obligation to pay, he would have been fully aware that the Wife had insisted on her strict legal rights under the Maintenance Order by reason of HCLP's letter of 20 June 2023. His own lawyers purported to engage HCLP on this issue and, as early as when the 1st CNTC Letter was sent, the Husband knew of the need to vary the IJ if he was of the view that the Maintenance Order ought to be removed. Yet, over the course of the next 2 years, he did nothing.

60 To avoid doubt, I accept the Wife's testimony that she had already informed the Husband not to correspond with HCLP as they were no longer her lawyers in the matter as she could not afford the relevant legal costs to engage their services.

61 In my view, the evidence – including the letters sent by his solicitors – suggests that the Husband knew full well that, on its face, the IJ sets out a binding legally enforceable court order to pay maintenance and that the *proper* step to be taken is to apply to remove such an order. His decision not to do so was a conscious one. He now cannot rely on his inaction to justify his breach of an otherwise valid and binding court order.

62 In this regard, I am unable to agree with the Husband's counsel that the *Wife's* failure to promptly commence enforcement proceedings ought to be taken against her. As alluded to above, s 121 of the WC provides a form of time-bar or limitation of 3 years – she is entitled to file any time within this

period, and there is nothing to suggest that she should be faulted simply because she took some time before filing her enforcement action.

63 The Husband also did not allege or assert the existence of any estoppel (or other equitable principle) which operates to limit the Wife's right to file MSS 1726. In any event, any such argument would have to be premised on some form of action, conduct or representation by the Wife but no evidence was adduced by the Husband to support such a claim.

64 I thus do not find the Wife's silence or inaction in the period between June 2023 and August 2025 to be an unequivocal representation that she would not pursue her strict legal rights: see *Audi Construction v Kian Hiap Construction* [2018] 1 SLR 317 at [57] – [58]. This is especially so when the last written correspondence from the Wife was the 20 June 2023 letter where she expressly chose to assert her legal entitlement to maintenance under the IJ.

65 Overall, the Husband has not shown any good cause to avoid an enforcement order being made against him.

66 For completeness, I have considered the documents relating to the Husband's income and salary. He was employed with [AMS] Pte Ltd at the time of D 2XX and remained employed with them when OADV 709 was filed. In fact, I agree with the Wife that his net salary had increased during the intervening period of 2 years. Although the Husband now claims to have additional expenses and the payment of financial provision for dependents, he ought to adjust his lifestyle and expenditures to cater for the Maintenance Order (which remains a pre-existing legal obligation): see *George Saporan Singh v Gordip d/o MD Garsingh* [2016] SGHC 197 at [39] – [40].

67 I note, in the present case, that there was a payment of \$1,750 by the Husband to the Wife in June 2023. Although this could possibly be considered as a part payment of maintenance to reduce the outstanding arrears, it was the Husband's position – through counsel during oral arguments for MSS 1726 – that this should *not* be considered as a form of part payment. That being the case, I will not consider this amount.

68 Accordingly, I will make an enforcement order against the Husband for the full sum of S\$68,000.

69 Given the quantum of maintenance arrears and in view of his current financial situation, I order the Husband to pay the said arrears in instalments of S\$2,000 per month until all arrears are paid off. He is to show payment of these instalments together with payment of the monthly S\$2,000 maintenance amount at the Family Justice Court on 3 occasions commencing May 2026. The Husband is to serve a term of 3 days' imprisonment should he fail to do so. The details of the show payment arrangement are set out in the Court Order provided to the parties in MSS 1726.

Conclusion

70 In conclusion, I dismiss OADV 709 in its entirety and make an enforcement order against the Husband in respect of MSS 1726.

71 I will hear the parties on the issue of costs.

Kevin Ho
District Judge

Mr Chia Ti Lik (Chia Ngee Thuang & Co.)
for the Husband in FC/OADV 709/2025
and in MSS 1726/2025;

Ms Yeow Swee Ling Sharon (SY Legal)
for the Wife in FC/OADV 709/2025.

The Wife in person for MSS 1726/2025.
