

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 48

FC/OADV 270 of 2025
HCF/DCA 1 of 2026
HCF/DCA 2 of 2026

Between

YBA

... Applicant

And

YBB

... Respondent

FC/SUM 1770 of 2025

Between

YBB

... Applicant

And

YBA

... Respondent

FOUNDATIONS OF DECISION

[Family Law — Consent orders — Variation]
[Family Law — Custody — Access — Variation]

[Family Law — Child — Maintenance of child — Variation]

[Family Law — Maintenance — Wife — Rescission of nominal maintenance]

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YBA

v

YBB

[2026] SGFC 48

Family Court — OADV 270/2025 and SUM 1770/2025

District Judge Kelyn Lee

5 November 2025, 28 November 2025, 2 January 2026, and 15 January 2026

2 April 2026

District Judge Kelyn Lee:

Introduction

1 This decision addresses the variation of a consent order made in 2016, to establish more detailed and structured access arrangements for a father with his child that better reflect present realities, and to adjust maintenance for the child in light of her evolving needs. It also considers whether nominal spousal maintenance ought to be rescinded.

2 I have referred to the Applicant in FC/OADV 270/2025 (and Respondent in FC/SUM 1770/2025) as the “Father”, and the Respondent in FC/OADV 270/2025 (and Applicant in FC/SUM 1770/2025) as the “Mother” respectively.

3 These are cross-applications by the parties seeking variations to access arrangements and maintenance for their daughter (“**Child**”), who was born in

June 2015 (10 years old at the time of the hearing), as well as spousal maintenance. The variation applications were filed in 2025, approximately nine years after the original orders were made by consent on 17 May 2016.

4 After hearing both parties, I varied the access arrangements and child maintenance, with brief oral reasons. In summary, I increased the Father’s ordered access time with the Child, reduced the monthly child maintenance payable by the Father, and adjusted the categories and terms of *ad hoc* expenses. I also declined to rescind the nominal spousal maintenance payable to the Mother. My full orders are set out in **Annex 1**.

5 The Mother and Father have filed cross-appeals against my decision by way of HCF/DCA 1/2026 and HCF/DCA 2/2026 respectively. I now set out my full grounds of decision.

Background and issues to be determined

6 The parties’ divorce was made final on 21 June 2016, with the ancillary orders granted by consent on 17 May 2016 (“**2016 Order**”).

7 The parties sought variations to the 2016 Order concerning the Father’s access with the Child, maintenance for the Child, and maintenance of \$1 per month payable by the Father to the Mother.

8 Given that the access and maintenance orders were made when the Child was still an infant of slightly less than a year old, the parties agreed that there had been a material change in circumstances warranting a review of these orders. However, they disputed the content of the changes and what variations were warranted by the changes, as well as whether spousal maintenance ought to be rescinded — which were the central issues to be determined.

The parties' cases

9 In his application filed on 8 May 2025, the Father sought expanded access with the Child. This included mid-week access after school, overnight access on weekends, access on special occasions, and school holiday access (including overseas access). The Father also sought orders on the Child's extracurricular activities, and the parties' participation in matters relating to the Child's education.

10 As regards maintenance for the Child, the Father sought to reduce the monthly maintenance payable from \$2,200 to \$750, and to limit his liability for the reimbursement of the Child's *ad hoc* expenses, to medical-related expenses and year-end school expenses. Additionally, he sought an order for parties to discuss and agree on the Child's enrolment in enrichment and extra-curricular activities before expenses were incurred, and adjustments to the reimbursement structure.

11 In her application filed on 4 August 2025, the Mother agreed to the Father's regular access, but disagreed on the terms of such access. She objected to the Father having regular overnight access with the Child, and took the position that school holiday access should be limited to five consecutive days and four nights. For overseas access, the Mother wanted the Father's travel with the Child to be subject to her consent, with orders relating to provision of information, purchase of travel insurance, and reimbursement of medical expenses. The Mother also sought specific provisions for overnight access, including providing the Child with her own bed, and restrictions on such access during periods surrounding the Child's performances, competitions and examinations. She further sought orders to ensure the Child may contact her freely during access, on the implementation of safe-distancing safeguards when

the Father and his family or the Child were unwell, and for the Father to prioritise the Child's schoolwork and schedule.

12 For child maintenance, the Mother sought an increase in the monthly amount payable by the Father to \$3,115. She also sought orders for the Father to reimburse the Child's medical-related costs, school fees and school-related expenses, and costs for tuition and enrichment classes, as well as orders concerning the Child's insurance purchased by the Father. She requested that the Child be allowed to decide on enrichment and school-related activities, with the Father's reimbursement for such activities capped at \$20,000 per year.

13 The parties disputed whether the order for the Father to pay the Mother \$1 per month as her maintenance ought to be rescinded.

The appropriate variation to access arrangements in light of the Child's schedule

Summary and general considerations

14 The 2016 Order sets out the following provisions on access at Paragraph 3:

- a. The [Mother] and [Father] to have joint custody of the [Child], with sole care and control to be granted to the [Mother].
- b. *The [Father] shall have access to the [Child] as follows:*
 - i. *every Tuesday and Thursday (and 1 additional weekday morning to be agreed between parties) from 7:30 a.m. to 8:30 a.m. at the [Child's] residence; and*
 - ii. *every Sunday from 3:00 p.m. to 8:30 p.m. at the [Child's] residence*
- c. *The [Father] is entitled to bring the [Child] out during his access time on Sundays for a maximum of 2 hours to the extended family's home and shall give the [Mother] at least 1 day's notice of the preferred timing and location.*

- d. Parties shall not bring the [Child] to any church related activities or services without the [other] party's consent.
- e. The [Child] shall be entitled to spend Chinese New Year with the [Mother] and her family in Malaysia.
- f. *Parties shall discuss the issue of overnight and overseas access to the [Father] in December 2017.*

[emphasis added]

15 It was evident that the circumstances had changed materially since the 2016 Order was made, given that the Child had grown up. Her needs and schedule as an infant at the time of the 2016 Order would have developed and changed significantly. While the parties had made some informal adjustments to accommodate these changes, the access arrangements remained largely *ad hoc* — hence, the 2016 Order should be updated to better reflect present realities.

16 In determining appropriate variations to the access terms of the 2016 Order, the primary consideration is the welfare of the child: *APK v APL* [2011] SGHC 255 at [19]. I considered the following broad factors in varying the access orders:

- (a) It was undisputed that the Child shared a close bond with the Father.
- (b) It would be in the Child's best interests to continue spending more quality time with the Father, and develop a stronger bond with him. While the Father had been maintaining regular contact with the Child, access arrangements in addition to Sunday daytime access were *ad hoc* and subject to the parties' agreement, which often led to unnecessary disputes between the parties. I agreed with the Father's submission that

as far as possible, he should have more sustained and structured access with the Child moving forward.¹

(c) However, I also recognised that the Child would need her own time and have her own preferences. She has flourished and developed her own interests and pursuits, which her parents ought to support, rather than impose upon her.

(d) I was particularly mindful that the Child was in Primary 5, with the following year being an important academic year for her. Therefore, stability and predictability were essential: see *ABW v ABV* [2014] 2 SLR 769 at [20], where the Court recognised that continuity of arrangements or stability is an important factor for the emotional well-being of a child.

(e) My orders were thus designed to expand the Father’s access gradually, recognising that parent-child relationships are dynamic and hence flexibility ought to be maintained to allow the parties to agree as they had been doing, whilst providing for fallback arrangements in the event of disagreement to reduce potential conflict between the parties.

17 Against this backdrop, I also took into account the practicality of expanding access arrangements, given that the Child had a rigorous school and enrichment schedule, as follows:²

	Monday	Tuesday	Wednesday	Thursday	Friday
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¹ Father’s Written Submissions dated 27 October 2025 (“**Father’s WS**”) at [17] and [21].

² Mother’s Reply Affidavit for FC/OADV 270/2025 (“**OADV 270**”) dated 4 August 2025 (“**M2**”) at [44].

School curriculum and activities	Co-curricular activities End: 4.30pm	Higher Chinese End: 3.15pm	<i>Ad hoc</i> activity / training End: 1pm or later	E2K Mathematics End: 4pm	End: 1.30pm
Enrichment classes	Coding (5.30pm to 7pm)	Violin one-to-one class (4.15pm to 5pm temporarily, to be shifted back to Sunday mornings)	Piano one-to-one class (5pm to 6pm)	Chinese essay (4.30pm to 6.30pm)	Music advanced one-to-one class (6pm to 7pm)
		Badminton (7pm to 8.30pm)			
	Saturday	Sunday			
	Mental arithmetic class	Music advanced group class			

	(8.30am to 10am)	(1pm to 2.30pm)			
	Gym (1.30pm to 3.30pm)				

Regular access

Weekday access

18 The Father’s existing access with the Child took place every Sunday from 2.30pm to 8pm, with additional *ad hoc* access (including overnight access) where agreed between the parties.³ This weekday access arrangement had changed significantly since the 2016 Order was made, particularly as the weekday morning access envisaged by the 2016 Order was no longer feasible due to the Child’s formal school schedule.⁴

19 The Father sought regular weekday access on Wednesdays after school to 8pm, to enable him to see the Child in the middle of the week, and for the Child to spend time with her paternal family members, including her cousins.⁵

20 The Mother argued that weekday access should be limited to after school dismissal until 4.45pm, except when the Child had conflicting school activities.

³ Father’s Supporting Affidavit for OADV 270 dated 25 April 2025 (“F1”) at [8(f)] – [8(g)].

⁴ Father’s WS at [15].

⁵ Father’s Reply Affidavit for FC/SUM 1770/2025 (“SUM 1770”) dated 4 September 2026 (“F2”) at [78].

She took the position that Wednesday access was logistically challenging, given the Child's frequent after-school activities which were fixed on short notice, and her existing piano classes at home.⁶

21 The Father took the position that the Child's one-to-one piano lesson could be shifted to any of the other weekdays or Saturday, and should not interfere with his Wednesday access.⁷ The Mother countered that while the class timing could be adjusted earlier, the timeslot could not be changed due to the teacher's and Child's schedule. She explained that the Child had been taking piano classes with this teacher since late July 2024.⁸

22 I found no evidence that the Child's mid-week and Sunday classes were implemented only recently, or that the Child disliked the classes or had difficulty coping with them:⁹ see similar considerations in *WLI v WLJ* [2023] SGHCF 15 at [10] – [12]. Therefore, I considered it in the Child's interests to balance preserving the status quo for these classes, while increasing the Father's time with the Child.

23 In my view, the Mother's proposed access terms were too short to allow the Father's meaningful bonding with the Child, taking into account travel time.¹⁰ There was no evidence that the Father could not accommodate the Child's *ad hoc* school activities or one-to-one piano class during his access.¹¹

⁶ M2 at [43].

⁷ F2 at [9(c)].

⁸ Mother's Further Affidavit dated 13 November 2025 ("M3") at [6] – [9].

⁹ F1 at [24]; Mother's Supporting Affidavit for SUM 1770 dated 4 August 2025 ("M1") at [122]; M2 at [93] – [94] and [122].

¹⁰ Father's WS at [46].

¹¹ F2 at [78].

Implementing fixed weekday access would encourage uninterrupted bonding time between the Father and the Child, and allow them to share at least one meal.

24 However, I also recognised that the scheduling of classes may be dynamic and not always entirely within the parents' control. I thus provided flexibility for parties to agree on the weekday access, with Wednesdays as fallback, to prevent disputes arising from scheduling conflicts. I provided for Wednesday access as an appropriate mid-week break, when the Child's routine school activities typically ended earlier. I encouraged the parties to mutually agree on weekly access on days where the Child had fewer activities, or make reasonable endeavours to adjust the Child's schedule, so that she could spend meaningful regular time with the Father. I expected the parties to be reasonable and willing to give and take, to facilitate both the Child's activities and the Father's access.

Weekend access

25 For the weekends, the Father sought overnight access from 9am on Sundays to 7.30am on Mondays, with his access to end at 6pm on Monday when the Child had no school. He argued that his existing access with the Child was restrictive, and there was limited time available for activities and outings which required a block of uninterrupted time.¹²

26 The Mother objected to regular overnight access on weekends. She argued that the Child had expressed to her that she was uncomfortable with overnight access on a regular basis, and that she preferred the existing shorter

¹² Father's WS at [34].

and less frequent access. The Mother claimed that the Child preferred her bedtime routine with the Mother, and sleeping in the comfort of her own home and bed — the Father’s home setup was inconducive, and the Child slept on a “third-hand” sofa.¹³ The Mother also raised concerns about the Child having inadequate rest, and being late for school and unable to manage her belongings.¹⁴

27 Specifically, the Mother also objected to the Father’s additional access with the Child on Sunday mornings, claiming that the Father had intentions to coerce the Child on matters of religion.¹⁵

28 There was insufficient evidence for me to infer that the Child was averse to or would be distressed by overnight stays with the Father, or that Father was an unsuitable caregiver for the Child during extended periods, including overnight access. The Mother’s logistical concerns were not significant barriers to establishing appropriate overnight access arrangements. Her apprehension about disruptions to the Child’s schoolwork during the school term was unfounded,¹⁶ as there was no evidence that the Father was not equally capable of managing the Child’s classes or schoolwork during his access.

29 I agreed with the Father’s submission that the Mother’s objection was inconsistent with her own agreement for him to have overnight access for up to five days and four nights during the school holidays.¹⁷ I took into account that the Father had overnight access with the Child before, and there was no evidence

¹³ M1 at [33] – [36]; M2 at [26].

¹⁴ M2 at [27] – [29]; Mother’s Written Submissions dated 13 October 2025 (“**Mother’s WS**”) at [42] – [43].

¹⁵ M2 at [32]; Mother’s WS at [45].

¹⁶ Father’s WS at [41] – [43].

¹⁷ Father’s WS at [43].

of difficulties or concerns arising from such access. I also agreed with the Father's submission that the 2016 Order had already contemplated overnight access, which was intended to cater for developments as the Child grew older and more capable of managing such arrangements.¹⁸

30 I was therefore of the view that establishing regular overnight access would allow the Father sufficient uninterrupted quality time to bond with the Child. It would also be beneficial for the Child and parties themselves to have stability and predictability through these regular access arrangements.

31 Nevertheless, I also considered that the Child had not had frequent or regular scheduled overnight stays with the Father, with existing arrangements being *ad hoc* and subject to the parties' agreement. I therefore provided for a staged increment in overnight access. This gradual approach would be in the Child's best interests, allowing her sufficient time to adjust to the overnight access arrangements, and settle into a new weekly routine. Such arrangements would also adequately prepare the Child for subsequent longer periods of school holiday and overseas access.

32 I urged the Father to bear in mind the Mother's concerns and the Child's wishes in ensuring that appropriate arrangements were made for the Child to settle into the new routine comfortably.

33 While I likewise provided flexibility for the parties to mutually agree on the specific timing for weekend overnight access, I ordered that weekend access fall on Saturdays to Sundays, rather than Sundays to Mondays as the Father had sought, in the event that parties could not reach an agreement. I agreed with the

¹⁸ Father's WS at [62].

Mother that the latter arrangement would not be conducive to the Child's logistical needs and school routine,¹⁹ requiring unnecessary coordination on the Child's school and weekend belongings. The former would provide the Father with sufficient quality time with the Child, whilst ensuring that the Child settled back into her weekday routine before the school week.

34 I also did not place weight on the Mother's objections as regards extending the Father's access on Sundays, where she cited the Father's controlling opinion on religion.²⁰ The Father remains bound by what parties had agreed to in the 2016 Order, which restricts parties from taking the Child for religious activities without the other party's consent.

Special day access

35 The Father sought overnight access from National Day Eve (his birthday) to National Day. He also sought access on the Child's birthday (in June) from 6.30pm to 8.30pm.

36 The Mother agreed to the Father's access on his birthday. However, she wanted the access timing to be discussed having regard to the Child's schedule, as 8 August could fall on any day of the week. She opposed fixed overnight access between 8 and 9 August, arguing that the Child preferred to leave this *ad hoc*, and based on her needs, wishes and schedule. The Mother also cited the Father's alleged lack of sincerity in arranging birthday access, as he had made other plans during his birthday, and changed previously agreed access timings to suit his availability.²¹

¹⁹ M2 at [27].

²⁰ M2 at [32].

²¹ M2 at [46] – [50].

37 For the Child's birthday, the Mother similarly contended that the Child wished to decide how to spend her birthday, as opposed to a rigid arrangement. Further, given that the Child's birthday coincided with the mid-year school holidays, the Mother argued that fixed access arrangements on the Child's birthday would limit her travel plans with the Child during the holidays.²²

38 Similar to my reasons for the regular overnight access orders, I was of the view that allowing the Father extended time with the Child on his birthday would provide the Father with meaningful opportunity to celebrate and spend quality time with the Child on this special occasion. I considered that it would be in the Child's best interests to provide structure to the arrangements, to reduce uncertainty and room for unnecessary disputes between the parties, while avoiding giving one party disproportionate control over the arrangements. This would also ensure that the Father's time with the Child during his birthday was safeguarded.

39 Therefore, I ordered the Father's birthday access to be on a date and time to be agreed between the parties, failing which access would take place during the ordered fixed timeslot. This would allow the parties to take into account the Child's needs and wishes, thereby addressing the Mother's concerns regarding the Child's preference for flexibility.

40 Likewise, for the Child's birthday, I provided flexibility for the parties to mutually agree on the access duration and timing, bearing in mind that the Child's birthday coincided with the school holidays. I recognised the Mother's concerns that fixing the Child's birthday access would inevitably restrict the parties' school holiday travel plans with the Child. My orders were therefore

²² M2 at [51] – [52].

structured to ensure that both parties can spend time with the Child on or near her special day. Ultimately, I urged parties to take into account the Child's wishes on how she wanted to spend her birthday.

41 Upon the parties' respective requests for clarification after the hearing ("**Clarification Requests**") on the interaction between special day and regular access, I explained in correspondence dated 15 January 2026 that both types of access were to operate in tandem. Special day access would comprise short and specific periods, and regardless of whether it overlapped with regular access, would provide the Father with additional time with the Child on the special occasions beyond regular access — which was precisely the intention behind the special day access arrangements.

School holiday access

42 For school holiday access, the Father sought access on the first two weeks of the mid-year school holidays, and last three weeks of the year-end school holidays (including public holidays). The Father took the position that his access with the Child ought not to be intermittent and subject to the Mother's discretion.²³

43 The Mother accepted that the Father ought to have access with the Child during the school holidays, but sought to limit access to five consecutive days and four nights, ending at 8pm on the last day, during the first week of the mid-year school holidays, and alternating between the first week and Christmas week of the year-end school holidays. The Mother also asked that the

²³ Father's WS at [47] – [48].

commencement date of such arrangements be agreed by the parties together with the Child, considering her schedule and interests.

44 The Mother argued that the Child wished for school holiday access to remain *ad hoc*. She took the position that the Father’s proposed access would unduly restrict the Child’s ability to visit her maternal relatives in Malaysia and the United States, and her flexibility to prepare for and participate in her academic and enrichment activities. The Mother further argued that the Child was reluctant to be separated from her for periods exceeding five days and four nights.²⁴

45 For school holiday access, similar considerations to those for regular overnight access applied. I did not find that the evidence supported the Mother’s position that school holiday access ought to be limited to five consecutive days and four nights.²⁵ There was nothing to suggest that the Child’s welfare would be adversely affected by longer stays with the Father during the school holidays, particularly with appropriate transition arrangements. I was of the view that providing structure for the school holiday access would ensure predictability and stability for the Child, while reducing room for conflict between the parties.

46 However, as with overnight access, I accepted that save for a recent trip with the Father to Canada in 2025 (“**2025 Canada Trip**”), which was the first overseas access between father and child, the Child had not had any previous routine stays with the Father for such an extended period of time. Therefore, I was of the view that a period of transition would be required for the Child to adjust to the new holiday routine, and for the Father to familiarise himself with

²⁴ M2 at [53] – [56] and [58] – [59]; Mother’s WS at [52] – [56].

²⁵ Father’s WS at [47] – [48].

the Child's holiday schedule and needs. I provided for the Father's school holiday access to be stepped up gradually, by which time the regular access arrangements would also have provided the Father with more opportunities to care for the Child, preparing them for the transition to the longer school holiday access periods.

47 I also did not find it necessary or desirable for the Child to choose the school holiday access start date, as this would place an inappropriate burden on her, and potentially create loyalty conflicts as between her parents. I was of the view that providing for a step-up approach would allow sufficient time for transition. Practically, it would also be in the Child's interest for the arrangements to take place sooner rather than later, to avoid changes in routine too close to her Primary 6 year.

48 In response to parties' Clarification Requests, I clarified that during school holiday periods, only school holiday access provisions were to operate (superseding regular access, but not special day access in light of the considerations on the Child's birthday at [40] above). School holiday access constituted a special block of extended time with the Child, designed to maximise the Father's uninterrupted contact with the Child during these periods. Requiring other routine access to continue during school holidays would create practical difficulties such as impeding the other parent's overseas travel with the Child, and complicate the implementation of makeup access.

Overseas access

49 Both parties wished to travel with the Child during the school holidays, given that they had relatives abroad, and school holidays naturally provided the best opportunity for extended travel.

50 Pending the hearing of the applications, the parties agreed to terms for the Father’s travel with the Child for the 2025 Canada Trip (“**16 May Order**”). The agreed terms included: a \$50,000 security bond to be provided by the Father to the Mother; the Father providing the Child with a functioning smartphone during the trip; and for the Mother to call the Child daily. The Father took the position that he had agreed to the terms on a one-off basis purely to facilitate the Child’s participation in the 2025 Canada Trip.²⁶

51 The Father asked that each party be at liberty to travel with the Child during their designated school holiday time with her. He asked that parties provide each other with trip information at least 14 days prior to travel, and for the Mother to hand over the Child’s passport and travel documents at least 14 days before the trip, with the documents to be returned at the conclusion of access.

52 The Mother wanted the Father to seek her consent and provide travel details at least four weeks before the commencement of his overseas access. She sought orders requiring the Father to purchase travel insurance with sufficient coverage, reimburse post-trip medical expenses arising from travel-related illnesses or injuries, and return the Child’s passport within three hours after landing. She objected to the Father’s unrestricted access during the school holidays, alleging that he posed a flight risk,²⁷ and citing the Child’s alleged discomfort during the 2025 Canada Trip and her inability to contact the Mother as grounds for her objection.²⁸

²⁶ F2 at [12] – [13] and Tab 2.

²⁷ M1 at [37]; M2 at [60] – [62].

²⁸ M1 at [39] – [43]; M2 at [65] – [67]; Mother’s WS at [17(f)].

53 I did not find any evidence supporting restrictions on overseas access during the Father's time with the Child, such as requiring travel to be subject to the Mother's consent. I accepted the Father's case that the Mother's concerns of his flight risk were unfounded. The Father had worked in Singapore for over 15 years, with the Child and his present wife living here.²⁹ The Mother provided no reasonable explanation for why her consent would be a more effective safeguard than the substantial monetary bond that she had previously insisted on in the 16 May Order. Her allegations that the Father had renounced his Singapore citizenship as an adult, obtained Permanent Residency in September 2015, and lacked property ownership in Singapore, were speculative.

54 As for the Mother's claims of the Child's discomfort during the 2025 Canada Trip — including homesickness, jetlag, carsickness, poor appetite, and dry skin — I was of the view that these were typical issues that may be associated with long-distance travel. They could be easily addressed, and the evidence showed that the Father was mindful of these considerations, such as applying lotion provided by his brothers, who are medical doctors, for the Child.³⁰ They were not so detrimental to the Child's welfare or sufficiently serious as to warrant restricting the Father's overseas access. Despite the Mother's complaints that the Child was prevented from contacting her, the evidence demonstrated that the parties, and the Child and the Mother, had in fact remained in contact throughout the trip, albeit not at the frequency or immediacy expected by the Mother.³¹

²⁹ F2 at [19].

³⁰ F2 at [20]; M2 at [66] – [67].

³¹ M1 at [40]; F2 at [21] – [22].

55 Similar to overnight access, I noted that the 2016 Order already contemplated the Father's overseas access. There was no evidence of adverse developments since then that militated against such travel. The 2025 Canada Trip had also been uneventful. It would be in the Child's best interest to provide structure to such arrangements and reduce room for conflict between parties, where agreement cannot be reached. Overseas travel represents a valuable opportunity for the Child to spend uninterrupted time with the Father away from her usual routine, and to enjoy new and enriching experiences. It would also be especially meaningful in allowing the Child to maintain connections with the Father's family overseas.

56 I accepted that each parent may have plans during their time with the Child. Whilst I acknowledged that the Child's time with her maternal extended family during these holiday periods was important (as set out in [44] above), this could not take precedence over her time with the other parent. I nonetheless reminded the parties that they should take into account the Child's wishes, particularly as regards spending time with her other family members and friends, and that they should make reasonable accommodations accordingly.

57 I only ordered that the parties provide the necessary details on travel to one another (with the Mother providing the Child's travel documents, and the Father providing the travel itinerary), so that each parent had the necessary information needed to make travel plans and be kept well-informed of the Child's whereabouts. This would also allow the parties sufficient time to make trip preparations and adjustments to the Child's other activities. I also allowed for reasonable arrangements for the handing over of the Child's passport and travel documents to facilitate her travel and ensure their timely return.

58 However, I did not find it justified to order the Mother to likewise provide travel details to the Father. This was not envisaged under the 2016 Order, and the Father did not provide any evidence of material change in these circumstances warranting such a requirement to be imposed on the Mother as the parent with care and control. Parties remain free to communicate on the Mother's travels with the Child, and they are encouraged to do so.

59 Additionally, I declined to order the additional prescriptive terms as regards travel insurance and reimbursement of post-trip medical treatment sought by the Mother. I was of the view that parties ought to take responsibility for the Child during their time with her, and the Child's medical expenses would be adequately provided for under the child maintenance orders.

Makeup access and other terms

60 I provided for makeup access only in circumstances where the Child is unable to attend — which would include situations where additional classes are scheduled during the Father's access time without his consent. This approach ensures that the Father's time with the Child is protected, while not disrupting the Child's educational activities unnecessarily.

61 The Mother also complained that the Father had asked for more access than he would utilise, citing his failure to act on existing weekday access, cancellation of several Sunday access sessions, and not following through with his offers to assist with the Child's care.³² While I did not find that these concerns justified restricting the Father's access, I did not provide for makeup access in situations where the Father himself is unable to attend. This was to

³² M2 at [24] and [123]; Mother's WS at [30].

make clear that it is the Father's responsibility to make arrangements for his scheduled access — and to assure the Mother and the Child that he is genuine about wanting to spend more time with the Child. Nevertheless, I urged the parties to approach the issue of makeup access with reasonableness and mutual give and take.

62 I was also of the view that it would be in the Child's best interests, and within the parties' responsibility, for them to support the Child in activities that she excels at or is interested in. The Child had been attending her various enrichment and extracurricular activities for some time, and the factors affecting the class arrangements were highly variable. It was with this in mind that I did not prescribe specific requirements sought by the parties regarding the Child's enrolment in classes and activities. These included the Mother's request for the Father to prioritise the Child's schedule and refrain from preventing the Child from attending new activities or classes scheduled during access, and the Father's request for the Child not to be enrolled in any new classes on Sundays without his consent. However, I provided for makeup access where necessary. This was to strike a balance between the Child's academic and enrichment activities, and time for other activities with her parents.

63 To ensure stability and familiarity for the Child, I also provided for the parties to ensure that the Child is able to contact the other parent freely during her time with them. I further provided for the Father to be responsible for taking the Child to her activities during his time with her. I encouraged the Father to keep an open mind towards such activities, despite his objection to some classes in which the Mother had enrolled the Child. Accompanying the Child to these classes could be a meaningful opportunity for him to better understand the Child, and could also serve as additional bonding experiences.

64 As for the Father's request for both parties to be at liberty to attend matters relating to the Child's education, the Mother sensibly did not object to the Father's attendance, but she raised the practical situation in which only one parent is allowed to attend. I made my orders to provide structure for the parties' participation in such matters, with the view that it would be in the Child's best interests to have both her parents familiarise with and support her in activities that she wants to pursue and excel at. This was to ensure that the Child would not be placed in a situation where she has to choose and feel torn between her parents. I nevertheless provided for sufficient flexibility for parties to take into account the Child's feelings and preferences, and more importantly, the parent who is best placed to support her in the activity in question.

65 For completeness, parties also sought the following other orders:

- (a) The Mother shall not impose any restrictions or impositions on how the Father spends his access time with the Child.
- (b) The Mother shall not unreasonably withhold her consent and shall facilitate the Child spending more time with the Father should she express her desire to do so.
- (c) The Father shall support the Child's homework, revision, or practice during his access.
- (d) The Father shall not exercise overnight access one month before and during the Child's performances, competitions, and examinations.
- (e) The Father shall not exercise access, or the Child shall not be required to attend access, when either is unwell. The Father shall not bring the Child to visit his family when they are unwell.

- (f) The Child shall sleep in her own bed during overnight access. The Child shall have unfettered access to devices and chargers, and the Father shall support the Child when she wants to contact the Mother.

66 I declined to make these other prescriptive or restrictive orders sought by the parties as regards the Father's time with the Child, as I was of the view that such matters should be managed by the parties reasonably and in the spirit of co-parenting. While parties disagreed on the precise terms of the Father's access, there was no evidence that the Child's welfare during access was prejudiced to an extent necessitating detailed stipulations on how the Father ought to conduct his access, and how parties should act and communicate. Such orders would instead create unnecessary rigidity in the arrangements, and hinder routine parent and child interactions that the parties, as the Child's parents, can and should manage without detailed judicial intervention.

67 Finally, I emphasised to the parties that my orders allowed them to agree on additional access arrangements, and that they were encouraged to do so.

Judge and Child Session not necessary in this case

68 For completeness, during the hearing on 5 November 2025, I had preliminarily addressed the Mother's prayer for the Child to be interviewed on her wishes on access.

69 In her application, the Mother requested that the Court hear the Child's views directly. She asserted that the Child was precocious, acutely aware of her own needs and preferences, and articulate enough to express her own views on the access arrangements.³³ The Father objected, arguing that a Judge and Child

³³ M1 at [31]; M2 at [22].

Session was unnecessary. He expressed concerns about involving the Child in the proceedings, including potential coaching by the Mother given the substantially greater time she had with the Child.³⁴

70 I declined to convene a Judge and Child Session to ascertain the Child's views in these applications. While the courts recognise the value of hearing children's voices in appropriate cases, the decision whether to convene a Judge and Child Session is fact-specific, and depends on factors such as the child's age and the nature of the issues in question: *WKM v WKN* [2024] 1 SLR 158 at [45].

71 In this case, I found that a Judge and Child Session was neither necessary nor appropriate. The parties had managed the initial access orders and subsequent changes to the arrangements, without drawing the Child into court proceedings. Given that the Father had been maintaining contact with the Child, the variations sought were not drastic, and the parties' positions were not so diametrically opposed as to raise concerns or call the Child's views into question. Rather, the applications involved primarily practical considerations which could be determined on the evidence.

72 Further, only the Mother had requested such a session, and there was no evidence that the Child had expressed a desire to participate or provide her views. I shared the Father's concerns about unnecessarily involving the Child in the access dispute, particularly where the Mother had sought orders placing decision-making responsibility on the Child in several aspects. Given the Child's young age and the nature of the issues described above, I determined

³⁴ F2 at [16].

that the disputed matters could be adequately resolved on the affidavit evidence without requiring the Child's direct involvement.

The appropriate variation to child maintenance in light of the Child's expenses

73 The provisions on child maintenance at Paragraph 3 of the 2016 Order are as follows:

- h. *The [Father] shall pay S\$2,200.00 per month (and an additional \$300/month towards the [Mother's] insurance) to the [Mother] for the maintenance of the [Child] commencing from 1 June 2016 and thereafter on the 1st day of each subsequent month, such payment to be paid into the [Mother's bank account] by way of GIRO arrangement.*
- i. *The [Father] shall further bear half of the following ad hoc expenses of the [Child] on a reimbursement basis to be paid within 7 days of production of the receipts by the [Mother]:*
 - Enrichment classes
 - Childcare costs
 - Transport to child care
 - Medical / Hospitalization / Dental costs
 - Uniforms / school shoes
 - School fees and school related expenses
 - Replacement of electrical items/home appliance/furniture in house
 - Maid's room and Board costs at Hostel, transport from hostel, airfare and costs of renewal of work permit and agency fees

[emphasis added]

74 Similar to the access orders, the parties agreed that there had been a material change in circumstances warranting a revision of the child maintenance provisions in the 2016 Order.

75 The Father sought the following variation:

4. Paragraph 3(h) of the Order of Court shall be varied as follows:

The [Father] shall pay maintenance of S\$750.00 per month for the [Child]. This sum shall be paid on the 1st day of each month. Payment shall be made to the [Mother's bank account].

5. Paragraph 3(i) of the Order of Court shall be varied as follows:

a. The [Father] shall bear half of the following ad hoc expenses of the [Child] on a reimbursement basis:

i. Medical, hospitalization and dental not covered by insurance;

ii. End of year uniforms, school books and school shoes.

b. The [Father] and [Mother] shall discuss and agree to the enrolment of any enrichment/extra-curricular classes, lessons, tuition, camps, courses or overseas trips organised by the school before the incurrance of expenses for the same. If there is an agreement, the [Mother] and [Father] shall share the fees for the said activity equally. The [Mother] shall provide the [Father] with the relevant invoices and receipts for reimbursement. If there is no agreement, the fee shall be borne solely by the party wishing to enroll the child in the said activity, and the said activity shall be held during that party's care time and shall not interfere with the child's time with the other party.

c. Any invoices that require the [Father's] reimbursement of his 50% share shall be sent to him within 14 days from the date of the said invoice, failing which it shall be deemed that no reimbursement is sought and the [Father] shall not be liable to make payment for the same. Once the [Father] has forwarded to the [Mother] proof that he has made payment to the [Mother], the [Mother] shall raise any disputes or queries on the payment within seven (7) days from receipt of such payment, failing which no disputes or queries shall be entertained by the [Father].

76 The Father contended that the Child had transitioned to primary school, hence certain expenses such as diapers, and nanny and childcare-associated costs, were no longer incurred. He claimed that notwithstanding this demonstrable reduction in the Child's expenses, the Mother had inflated the Child's expenses beyond what was reasonable.³⁵ The Father also alleged that he was compelled to file the variation application because the Mother was

³⁵ F1 at [61]; Father's WS at [83].

weaponising the 2016 Order by enrolling the Child in various activities without his consent and demanding payment for the same.³⁶

77 The Mother sought the following variation:

2. Paragraph 3(h) is replaced as follows:

The [Father] shall pay \$3,115 per month to the [Mother] for the maintenance of the [Child] on the 1st day of each month, into the [Mother's bank account] by way of GIRO arrangement.

3. Paragraph 3(i) is replaced as follows:

The [Father] shall further bear 50% of the following [ad-hoc] expenses of the [Child] on a reimbursement basis to be paid within 7 days of production of the receipts by the [Mother]:

i. Medical, Hospitalisation, Dental, Optical, Counselling and Alternative Healthcare costs

ii. Uniform and school shoes

iii. Post-primary education school fees

iv. Tuition and enrichment classes and all attendant expenses, including but not limited to books, musical instruments, art/sports equipment, and competition/exam/performance fees.

v. School-related expenses, including but not limited to competitions, examinations, performances, trips organized by schools, school supplies (such as textbooks, assessment books, magazines, calculators etc) and electronic gadgets required for school

vi. The [Child] shall decide on the type of enrichment classes, competitions, examinations, performances, school-related activities and trips, up to \$20,000 per year that is reimbursable by the Father. Any expenses above that shall be discussed and agreed on between [p]arties.

4. New clauses are inserted as Paragraphs 3(p)-(r) after Paragraph 3(o) as follows:

3(p) The [Father] shall continue to pay for the insurance policies that he has bought for the [Child] and transfer the ownership of the policies to the [Child] when the [Child] turns 21.

³⁶ Father's WS at [81].

- i. [Policy 1], issued 25 August 2020
- ii. [Policy 2], issued 16 May 2024.

3(q) The [Father] shall provide the [Mother] with the most updated policy details and membership cards for all insurance policies that cover the [Child].

3(r) If the [Father] receives reimbursement from insurance companies for the [Child's] medical expenses which the [Father] has paid for upfront, the [Father] shall reimburse the [Mother] the exact amounts paid by the insurance companies, supported by proof of payments from the insurance companies.

78 The Mother's reasons for seeking an upward variation of the child maintenance, were that the costs of maintaining an older child were higher, and that the Father had omitted expenses incurred by the Child and misclassified fixed and *ad hoc* expenses of the Child. She argued that the Father had disregarded the Child's needs and was undermining her welfare.³⁷

Material change in the Child's reasonable expenses

79 The parties relied mainly on material changes to the Child's expenses. While both parties alluded to changes in their respective personal expenses and income, neither advanced these as grounds for variation of the child maintenance order. The parties also did not disclose any details or supporting financial documents to substantiate any meaningful changes in their financial circumstances. It was nevertheless clear that both parties were financially well-positioned, and the Child enjoyed a better than average standard of living. I therefore focused on the parties' competing claims regarding changes to the Child's expenses.

³⁷ M1 at [73] and [81]; M2 at [89] and [273] – [274]; Mother's WS at [60].

80 In support of her case for an upward variation, the Mother relied on several spreadsheets (“**Spreadsheets**”).³⁸ First, she adduced spreadsheets which she said were prepared by the parties respectively during their discussions prior to the 2016 Order (“**Pre-CO Spreadsheets**”).³⁹ Second, she produced a further spreadsheet which she described as the Father’s “reverse-engineered” spreadsheet (“**Post-CO Spreadsheet**”) — she stated that the Father had prepared this spreadsheet after the 2016 Order was granted, to show his understanding of the breakdown of the monthly maintenance sum, and the categories of the Child’s expenses covered by the 2016 Order.⁴⁰ The Mother sought to rely on the items of expense and amounts listed in the Spreadsheets to establish changes to the Child’s expenses.

81 In contrast, the Father did not adduce any evidence of the circumstances under which the 2016 Order was made. The Father also objected to the Mother exhibiting the Pre-CO Spreadsheets, on the basis that they were without prejudice, and claimed that the terms of the 2016 Order differed from what he thought he had agreed to.⁴¹ Instead, the Father focused on what the Child’s reasonable expenses were at present.

82 I accepted that much time had passed since the 2016 Order, and the Child’s needs would have naturally evolved as she grew up. The broad categories of the Child’s expenses and the quantum of her reasonable expenses would have understandably changed. As a starting point, the material changes to be established must relate to the circumstances prevailing at the time of the

³⁸ M2 at [275] – [282].

³⁹ M2 at [275] – [278] and pp 410 – 415.

⁴⁰ M2 at [282] and pp 417 – 418.

⁴¹ F2 at [49].

order or agreement: *ATS v ATT* [2016] SGHC 196 at [10]. However, due to the substantial passage of time, it was impractical, undesirable, and near impossible to adopt an overly mechanical approach to determining the precise *quantum* and *nature* of the Child's expenses from approximately nine years prior, and to ascertain whether parties had adequately proved specific changes in the Child's expenses since then.

83 In this vein, there was insufficient evidence before me to conclude what were the exact amounts and categories of expenses that the parties had intended the monthly maintenance sum in the 2016 Order to cover, at the point it was made. While the Father raised without prejudice privilege in relation to the Pre-CO Spreadsheets, this issue was not fully argued before me, including the invocation and scope of the privilege, and whether exceptions applied. In any event, the Spreadsheets provided limited insight into what the parties had *actually* agreed as to the scope of the monthly maintenance sum at the material time. The Post-CO Spreadsheet was created by the Father only *after* the 2016 Order was made. The amounts and categories set out in the Pre-CO Spreadsheets differed between the parties, and were inconsistent with the Post-CO Spreadsheet. Further, the amounts set out in the Pre-CO Spreadsheets did not correspond to the eventual quantum of \$2,200 per month stipulated under the 2016 Order.

84 Nevertheless, I gave some weight to the broad categories of expenses listed in the Spreadsheets, specifically the Post-CO Spreadsheet, which would show the Father's acceptance of the categories of the Child's needs which the "budget" in the 2016 Order ought to provide for. Such understanding would likely have been influenced by the parties' discussions on the intended scope of the monthly maintenance sum at the material time.

85 Given that both parties accepted that there had been a material change in the Child’s expenses since the 2016 Order was made, I focused on the parties’ respective positions on the Child’s present expenses, specifically the Mother’s claimed expenses for the Child, and whether such expenses were reasonable bearing in mind the Child’s best interests. This is in line with the courts’ approach of quantifying a child’s reasonable maintenance as a “budget”: *WBU v WBT* [2023] SGHCF 3 at [10] – [11].

86 Taking a broad-brush approach, and bearing in mind that the Father would be responsible for the Child’s expenses during access, and that he would be spending considerably more time with the Child under the varied access arrangements, I estimated the Child’s present reasonable expenses as follows:

S/N	Item of expense	Father’s position ⁴²	Mother’s position ⁴³	Court’s decision
1	Utilities	\$50	\$100	\$100 This is a reasonable sum for the Child’s share of the household expenses. The Father did not provide any evidence of his estimate.
2	Housing	\$0	\$1,250	\$920.50 The Child’s share of the monthly mortgage instalments is a reasonable sum for her accommodation expenses, having regard to rental

⁴² F1 at [61]; Father’s WS at [79].

⁴³ M1 at pp 49 – 52; Mother’s Written Rebuttals dated 4 November 2025 (“**Mother’s WS2**”) at pp 20 – 23.

				rates of similar accommodations.
3	Property-related fees	\$0	\$225	\$170 The Child's share of the monthly property-related fees is a reasonable sum for her accommodation expenses, given the nature of the property.
4	Internet	\$0	\$21	\$21 This is a reasonable sum for the Child's share of the household expenses.
5	Video streaming	\$0	\$16	\$16 This is a reasonable sum for the Child's share of the household expenses.
6	Repair and maintenance	\$0	\$60	<i>Ad hoc</i> (under existing category of replacement of electrical items / home appliances / furniture in house)
7	Household supplies	\$0	\$190	
8	Electrical items and furniture	\$0	<i>Ad hoc</i>	
9	Helper's salary and levy, and daily living expenses	\$400 (50% share)	\$1,124	\$1,000 (for helper's monthly costs) The parties had agreed to share the helper's other related expenses equally

				in the 2016 Order. I did not find that the Father had proved any material change in respect of the need for a helper to care for the Child. Accordingly, the helper’s reasonable monthly expenses, including her salary, levy, medical and insurance expenses, and food and regular expenses, ought to remain fully attributable to the Child and shared equally.
10	Other helper-related costs		<i>Ad hoc</i>	<i>Ad hoc</i> The Father did not prove any material change in circumstances as regards this category of expenses, and it ought to remain equally shared on an <i>ad hoc</i> basis.
11	Food and groceries	\$600	\$900	\$600 I found that the Mother’s estimated expenses for this category were on the high side, even after considering the Father’s agreement to contribute an additional \$110 per month for the Child’s food, given his reduced <i>ad hoc</i> payments for her lower school fees. ⁴⁴ This is since some of these expenses are covered by the Child’s

⁴⁴ M2 at [194] and pp 360 – 363.

				pocket money during school days, and the Father will also bear a part of the Child's such expenses during his time with her.
12	Insurance premiums for the Mother	\$0	\$456	See reasons at [104] to [105] below.
13	Singlife Shield and MediShield Life	\$45.28	\$45.28	\$45.28 Agreed between the parties.
14	Clothing / Clothes, shoes, bags, luggage, accessories, bedding	\$50	\$350	\$300 (for the Child's clothing, accessories, and electronics) I found that the Mother's estimates were on the high side, given that these expenses are unlikely to be incurred on a recurring monthly basis (such as the purchase of accessories for the 2025 Canada Trip). While I also accepted that additional expenditure may be required for the Child's performances, these are discretionary expenses. The Mother can reduce the Child's expenditure in other categories to accommodate this expense if the budget is insufficient.
15	Transport	\$100	\$320	\$200

				<p>I found that the Mother’s estimated expenses for this category were on the high side, particularly given that public transport options are likely to cost less, and may be covered by the Child’s pocket money during her school days. The estimated amount is a reasonable sum to cover approximately five private transport round trips per month.</p>
16	<p>Vitamins, supplements (and masks, first-aid)</p>	\$30	\$180	<p>\$60 (for vitamins and supplements)</p> <p>I accepted the Father’s submission that these expenses are unlikely to be incurred monthly,⁴⁵ and \$60 is a reasonable sum to cover the Child’s monthly vitamins and supplements. The Child’s other personal items would be covered under S/N 22.</p>
17	<p>Pocket money</p>	\$60	\$200	<p>\$200 (for the Child’s essential daily expenses for school)</p> <p>This is a new category of expenses. The Father did not provide any basis for his estimate. I preferred the Mother’s estimate, which would adequately cover the Child’s</p>

⁴⁵ Father’s WS at [89(d)].

				expenditure on food, transport, and other <i>ad hoc</i> expenses during her school and school-related activities.
18	Outings	\$80	\$200	\$100 (for entertainment, hobbies, and outings) The Mother's estimate was on the high side, bearing in mind the Father would also be paying for the Child's such activities during his time with her. It is fair for the Mother to similarly bear the costs of her activities with the Child.
19	Gadgets and licenses	\$0	\$200	\$0 This comes under S/N 14 above.
20	School bag, food container, water bottles, stationery, gifts for teachers and friends	\$0	\$80	\$0 Necessities for school would come under the <i>ad hoc</i> category of school related expenses, and other discretionary expenses ⁴⁶ would come under S/N 17 and 18 above.
21	Books, games	\$0	\$200	\$0 This would come under S/N 14 and 18 above.

⁴⁶ Father's WS at [89(h)] – [89(i)].

22	Haircut, toiletries, self-care (previously diaper)	\$0	\$100	<p>\$100 (for personal grooming and care, including toiletries)</p> <p>While toiletries and personal care products are unlikely to be purchased on a monthly basis, I accepted that this is a reasonable sum that ought to be set aside for the Child's necessities in this category.</p>
23	School fees (primary school)	\$13	\$13	<i>Ad hoc</i> (under existing category of school fees and school-related expenses)
24	Medical, hospitalisation, dental, optical, counselling and alternative healthcare costs	<i>Ad hoc</i>	<i>Ad hoc</i>	<p><i>Ad hoc</i> (under existing category of medical, hospitalisation, and dental costs (to include optical))</p> <p>Parties should be held to their agreement to share equally these <i>ad hoc</i> expenses. I only provided for situations where expenses are covered by insurance, as the Child is now protected by insurance. I did not include additional categories of counselling and alternative healthcare costs sought by the Mother, save for the Child's new optical expenses. These were not presently incurred or necessary. The Mother can make adjustments to other</p>

				categories of spending for the Child, to accommodate such expenses as she deems fit.
25	Uniform and school shoes	<i>Ad hoc</i>	<i>Ad hoc</i>	<i>Ad hoc</i> (under existing category of school fees and school-related expenses)
26	Tuition and enrichment classes, and related expenses	<i>Ad hoc</i>	<i>Ad hoc</i>	<i>Ad hoc</i> (under existing category of enrichment classes (including additional school activities))
27	School-related expenses, trips organised by schools	<i>Ad hoc</i>	<i>Ad hoc</i>	<i>Ad hoc</i> (under existing category of school fees and school-related expenses)
28	Post-primary school fees	\$0	<i>Ad hoc</i>	<i>Ad hoc</i> (under existing category of school fees and school-related expenses)
29	Pet and pet care costs	\$0	<i>Ad hoc</i>	\$0 I accepted the Father's position that these expenses were not currently incurred, and were not necessities. The Mother is free to make adjustments to other expenses to accommodate this category of expenses.
30	Miscellaneous	\$50	\$0	\$0 The Father did not explain the reasons for this category of expense, and I

				found that the budget provided in the other categories was sufficient for the Child's reasonable needs.
	Total	\$1,500 (rounded-off)	\$6,230 (rounded-off)	\$3,833 (rounded-off, excluding \$300 for the Mother's insurance per the 2016 Order)

87 I elaborate on specific categories of expenses further below.

88 First, in respect of S/N 2, I found that the Mother had sufficiently proved that the parties had budgeted for the Child's accommodation expenses in the 2016 Order. I found that the parties intended to share in the costs of the Child's housing in a private condominium as it was anticipated that the parties' former matrimonial home would be sold soon after the divorce. Consistent with this understanding that the Child's monthly maintenance would be applied towards the costs of maintaining a similar type of housing for the Child and the Mother, the Mother had made subsequent efforts to secure such accommodation.⁴⁷ This category of the Child's accommodation expenses was also reflected by the Father in his Post-CO Spreadsheet, which was also not inconsistent with what was listed in the Pre-CO Spreadsheets.

89 Save for the Father's objection to the Mother's reference to the Spreadsheets, he did not provide any evidence on what other expenses the monthly maintenance under the 2016 Order was intended to cover, particularly given its substantial quantum, or that the parties had distinguished between the Child's share of rent and mortgage payments.

⁴⁷ M1 at [83], [86] – [91].

90 I accepted the Mother's case that reasonable provision can be made for the Child's accommodation expenses in the form of rent or mortgage repayments, as the Father did not prove any material change in circumstances warranting the removal of this category of expense. However, where the monthly mortgage instalment is higher than the monthly market rental for the property, a lower sum may be considered as reasonable accommodation expenses: see *UEB v UEC* [2018] SGHCF 5 at [7] and [9].

91 In her Written Submissions, the Mother sought to increase the Child's half-share of the accommodation expenses to \$1,250 — which she said were the costs at the time of the 2016 Order. The Mother claimed that this was reasonable given that her mortgage rate would be repriced to market rates subsequently, however, there was no evidence to support her assertion, or on what those rates would be.⁴⁸ Therefore, I adopted the Child's half-share of the actual monthly mortgage of \$1,841 per month (amounting to \$920.50), which the Mother demonstrated was significantly lower than comparable rental rates.

92 Similarly, for S/N 3, I accepted that a reasonable sum ought to be budgeted for the Child's share of the property outgoings, such as property tax and MCST fees: see *WXA v WXB* [2024] SGHCF 22 at [23] to [24]. This was also a category of expense that the Father had listed in the Post-CO Spreadsheet, which was not inconsistent with the Pre-CO Spreadsheets. The Father did not adduce any evidence to demonstrate that this category of expenses had changed since the time of the 2016 Order. However, as the Mother did not provide any documentary evidence of her estimate, I adopted a lower, more reasonable rate.

⁴⁸ Mother's WS2 at p 27.

93 For S/N 6 to 8, these items fell within the scope of specific categories of *ad hoc* expenses of the Child listed in Paragraph 3(i) of the 2016 Order, intended by the parties to be shared equally on a reimbursement basis. The Father did not provide any evidence or basis for his change in position, such that these costs ought now to be borne by the Mother fully. The Mother did not provide any evidence or explanation as to why such expenses ought now to be partially fixed within the monthly budget for the Child. Instead, she recognised that such expenses are unpredictable.⁴⁹ While the expenditure on such items may be substantial, they may not be incurred on a regular basis. Therefore, it would be reasonable to hold the parties to their agreement regarding such variable expenses in the 2016 Order.

94 I was of the view that the costs at S/N 9 and 10 can be distinguished. S/N 9 comprises routine monthly recurring costs to engage a helper, such as her salary, levy, medical expenses, and food and toiletries. S/N 10 consists of larger costs associated with the helper's renewal process or hiring a new helper. The Father sought to attribute only half of all helper-related expenses to the Child. However, he did not prove any material change as regards the need for a helper, or how these categories of costs would have changed.

95 For S/N 9, as the parties had agreed to share the full costs of the helper's renewal equally in the 2016 Order, it is reasonable to interpret that they also intended the full monthly helper costs to be included in the monthly budget for the Child's expenses. This is also consistent with the categories of helper-related expenses set out in the Post-CO Spreadsheet, which did not differ from the Pre-CO Spreadsheets.⁵⁰

⁴⁹ Mother's WS2 at p 28.

⁵⁰ M1 at [100].

96 I was unable to place significant weight on the Mother's documents in assessing the reasonable monthly costs for the helper,⁵¹ as they related to processing costs associated with hiring a new helper, which were one-time fees rather than monthly costs. As for the helper's medical and other monthly costs, these can be reasonably inferred to have been part of the monthly budget for the Child's expenses, since the parties only chose to provide for additional categories of the helper's costs as *ad hoc* reimbursable expenses. I therefore allocated a reasonable budget for the helper's monthly costs.

97 For the Child's school fees at S/N 23 and 28, the parties did not demonstrate any material change in circumstances warranting adjustment to the agreed arrangements for the Father to contribute to the Child's school fees and school-related expenses on a reimbursement basis. Given that such fees are dynamic and will likely change as the Child transitions to secondary school, it would be preferable to maintain this category as an *ad hoc* reimbursable expense, rather than the parties seeking variations each time the Child's school fees change.

98 For the Child's existing enrichment classes and other school activities at S/N 26 and 27, I did not find any evidence to suggest any material change in circumstances regarding the parties' agreement for the Father to reimburse half of such expenses without any requirement for consultation.⁵² The parties had agreed to such a payment structure and how they should share responsibility for these established activities, which should not be lightly varied simply because the agreed arrangement is inconvenient or the Father disagrees with the Mother's choice of the Child's classes.

⁵¹ M1 at p 134.

⁵² Father's WS at [81].

99 In arriving at my determination, I placed little weight on the Notes of Evidence (“NEs”) for the Court’s enforcement decision dated 15 November 2019 (“**Enforcement Decision**”), which the Father relied on to argue that a previous enforcement court had found that the 2016 Order ought to be interpreted as requiring the Mother to consult the Father before *ad hoc* expenses become reimbursable by him.⁵³ The relevant portions of the NEs are as follows:⁵⁴

Court: Now--so the only issue before me concerns clause 3(i) of the consent order.

...

Court: I’m going on the plain reading of this clause and on the evidence before me. And on the plain reading of it, and the evidence before me, I am not allowing this claim.

I accept the position the child needs a bed ... Reasonable for the father to pay just for the single bed for the child’s use and not the queen-size bed and bedframe which the mother additionally bought for the child ... And in my view ... one bed for the child is reasonable. And that has already been paid.

...

Court: And I will reiterate that parties need to communicate on these types of expenses moving forward. Alright. It’s a half share of the child’s expenses, *ad hoc* child’s expenses.

On the clause - a plain reading - it clearly covers the cost of replacement of items mentioned, that are used solely by the child.

...

Court: So moving forward, if you do really have difficulty coming to an agreement, alright, on these matters, then I suggest that you look into your order and you try and see whether you can make an application that somehow is able to settle those issues, alright?

...

⁵³ Father’s Further Affidavit dated 15 December 2025 (“F3”) at [7] – [8].

⁵⁴ F3 at pp 19 (lines 10 – 11) – 20 (lines 3 – 15 and 16 – 21) and 25 (lines 20 – 23 and 28 – 31).

So just to sum up, then for this particular issue that was before me, which was the queen-size bed, mattress and bedframe, on the evidence and my plain reading of this clause, the reimbursement of this item is not allowed.

100 I did not agree with the Father’s interpretation of the Enforcement Decision — that consultation was required under the 2016 Order for the Child’s *ad hoc* expenses, before his obligation to reimburse half of such expenses arose. On a plain reading of the 2016 Order, there is no such requirement for expenses relating to the Child’s enrichment classes, school-related expenses, or replacement of household items. Rather, it was clear from the NEs that the enforcement court declined to enforce expenses for the queen-sized bed purchased by the Mother for the Child because it fell outside the scope of the Child’s expenses for essential items covered by the 2016 Order, not because consultation was lacking. The enforcement court’s approach suggests that whilst the 2016 Order does not require consultation for every single item of expense, the Mother bears the risk that the Court may decline to enforce expenses that fall outside the scope of the 2016 Order — particularly where they are exorbitant or unreasonable, and the Father was not consulted beforehand or had reasonable basis to object.

101 Nevertheless, I accepted the Father’s submission that the parties were unlikely to have contemplated the full extent of the Child’s school and enrichment activities at the point of the 2016 Order,⁵⁵ and there ought to be a safeguard in the form of consultation for additional and new activities *beyond the existing arrangements*. Given the significant number and cost of such activities, it would be unreasonable to expect the Father to continue bearing half the cost without any input in the decision-making process. This is particularly

⁵⁵ Father’s WS at [100] – [102] and [108].

pertinent against the backdrop of the Father's increased time with the Child being potentially affected by the scheduling of additional activities without his consent.⁵⁶ I therefore ordered that the parties discuss and mutually agree on such additional and new activities, failing which the Father is to bear half of the Child's enrichment and school-related activities at a cap of \$20,000 per year. This reflects the parties' intentions under the 2016 Order to share equally in the financial responsibility for the Child's enrichment classes, while also recognising the importance of mutual consultation on future activities.

102 I accepted that the Mother's proposed cap of \$20,000 per year on the Father's share was reasonable, bearing in mind the costs of the Child's existing enrichment activities (as at the date of the Father's application), amounting to \$2,263 per month.⁵⁷ This amount did not include the costs of other school and enrichment activities which the Child had been participating in, such as camps, overseas trips, and holiday enrichment classes — expenses which the Father had already been sharing equally.⁵⁸ It would thus be in the Child's best interests to continue such activities, and the \$20,000 cap provides reasonable leeway for the parties to agree on expenses for additional activities, whilst ensuring adequate provision for existing activities even in the absence of agreement.

103 I also agreed with the Father that the Child ought not to be burdened with deciding which activities she should participate in,⁵⁹ since these are parenting decisions. I urged the parties to approach such consultation on the Child's additional activities with her best interests in mind.

⁵⁶ Father's WS at [92].

⁵⁷ M1 at [127].

⁵⁸ M1 at [117]; M2 at [172].

⁵⁹ Father's WS at [91].

104 For S/N 12, the Father argued that the additional \$300 payable was meant for payments towards a specific cross-life policy for which the Mother was the policyholder and he was the life assured. He contended that since the Mother had unilaterally surrendered this policy in 2017, he should no longer be required to pay the \$300.⁶⁰

105 I accepted the Mother's submission that the 2016 Order did not contain any specifications, conditions or restrictions as to the policy covered by the \$300 payable by the Father for the Mother's insurance. There was insufficient evidence for me to conclude that the \$300 was meant for the specific cross-life policy in question,⁶¹ or that there was any material change in circumstances or good reason to disturb this reimbursement contemplated by the parties for the Mother's insurance in determining the Child's maintenance. This was particularly so given that the policy had lapsed some time ago in 2017, but there was no reasonable explanation as to why the Father had not sought to vary such sum if the 2016 Order was meant to cover the policy in question. The reasonable inference was that the parties had intended for the Father to pay the additional monthly amount to assist with the Mother's insurance as the Child's main caregiver, to provide financial security for the Child in the event of exigencies.⁶²

106 I also found that it was fair that the parties continued to be responsible for the Child's insurance policies purchased by them individually, which was not disputed.⁶³

⁶⁰ F1 at [71] – [72].

⁶¹ Father's WS at [105].

⁶² M2 at [338] and [345]; Mother's WS at [107].

⁶³ F2 at [67]; Mother's WS2 at p 23.

No change in apportionment and payment mechanism

107 As highlighted at [79], I was unable to consider the parties' respective incomes and financial resources in arriving at my determination, given the absence of evidence regarding the nature and extent of any changes in these circumstances. The parties did not submit any readily obtainable financial information, or seek disclosure of the same from the other party. Instead, they merely made broad and speculative allegations about the other party's changes in role or increased salary, without addressing their own increases in salary or financial resources.

108 I thus maintained the equal sharing of the Child's expenses as agreed by the parties under the 2016 Order.

109 The Father also sought the imposition of a requirement for the Mother to forward invoices within 14 days, failing which the claims would be deemed waived. I did not find that the evidence justified changes to the payment mechanisms under the 2016 Order. I accepted the Mother's objection that adhering to such short timelines would be practically difficult.⁶⁴ A rigid timeline would be unduly onerous, forcing piecemeal forwarding of individual invoices rather than efficient grouping. It could also prejudice the Child if the Father's share of her legitimate expenses were deemed forfeited due to inadvertent administrative delays.

110 I also did not find the Father's complaints about the Mother's conduct in delaying her claims to be substantiated, or of such significance as to render the 2016 Order materially different or unworkable. For instance, contrary to the

⁶⁴ M2 at [100] – [101].

Father's complaint that the Mother had raised claims for *ad hoc* expenses from two years prior, the evidence showed that one missed invoice was inadvertent, while text message records between the parties for other transactions revealed that the Mother had overlooked the Father's payments via a different mode.⁶⁵

111 As for the Mother's application for the Father to reimburse her for insurance payouts received for the Child's medical expenses incurred by the Mother, the Mother did not prove any material change in circumstances justifying such an additional term. The parties had agreed to share the Child's medical expenses equally, regardless of any insurance coverage. Moreover, I had varied the category of expenses to account for expenses not already covered by insurance, which addresses any concern of double-recovery by the parties.

112 Ultimately, the parties ought to take a reasonable approach towards their maintenance obligations — if the Mother is unreasonable in delaying the provision of invoices, or if either party receives medical insurance payouts yet continues to seek cost-sharing from the other party, the enforcing court may choose not to enforce the claimed arrears.

No material change in respect of spousal maintenance

113 The 2016 Order provides for the Father to pay \$1 per month towards the Mother's maintenance on the first day of each month by way of GIRO arrangement.

114 I declined to vary the spousal maintenance payable under the 2016 Order, as the Father had not proven any material change in circumstances. The Father would have to prove that there had been a material change in the

⁶⁵ F1 at pp 90 – 91; M2 at [216].

underlying circumstances that informed the original nominal spousal maintenance order — for instance, if a health issue had affected the Mother’s earning capacity at the time of the 2016 Order which had since resolved — in order to justify rescission of the nominal maintenance.

115 I was unable to accept the Father’s submission that the parties had agreed on nominal maintenance due to the Mother’s postpartum depression at the material time, as this was not borne out by the evidence.⁶⁶ This was particularly clear given that the parties had proceeded on the basis of equal sharing of the Child’s expenses at the material time, indicating that the parties had recognised the Mother’s ability to sustain the Child’s expenses in addition to her own. The parties nevertheless chose to provide for nominal maintenance to preserve the Mother’s right to apply for substantive maintenance in the future should circumstances materially change.

116 The Father argued that the Mother was gainfully employed and financially independent, and that her income would have increased such that nominal maintenance should be rescinded.⁶⁷ His reliance on cases⁶⁸ establishing principles on spousal maintenance — that it should not be permanent, is not meant to prolong financial dependency even after the wife is self-sufficient, should be denied where the wife is financially independent, and ought to facilitate a clean break between divorcing parties — was misplaced.⁶⁹ The cases cited by the Father related to fresh maintenance applications, or downward variation of spousal maintenance, and did not address rescission of nominal

⁶⁶ F2 at [71]; M3 at [44] – [46] and [49] – [51].

⁶⁷ F2 at [74] – [75].

⁶⁸ *TEL v TEM* [2015] SGFC 86, *UHK v UHL* [2025] SLR(FC) 98, *TIT v TIU and another appeal* [2016] 3 SLR 1137, and *AOB v AOC* [2015] 2 SLR 307.

⁶⁹ Father’s WS at [115] – [119].

maintenance. The Father's approach overlooked that since nominal maintenance was agreed between the parties in the 2016 Order, they had already contemplated that the Mother would be accorded such a "lifelong entitlement" to preserve her right to maintenance should the need arise in the future: see *APE v APF* [2015] 5 SLR 783 at [7].

117 Besides the Father's bare assertions, there was no evidence of other circumstances at the point of the 2016 Order that warranted the security of nominal maintenance, or of how those contemplated circumstances had since evolved such that they no longer existed.

Conclusion

118 To summarise, I found that material changes in the Child's schedule and needs warranted more comprehensive access orders, and revisions to the monthly child maintenance and certain categories of *ad hoc* expenses of the Child.

119 I ordered parties to bear their own costs for the applications. Despite allegations made against the other party in the parties' costs submissions, I was of the view that neither party was more successful, and neither party's conduct could be said to be unnecessary or improper. I also considered that such costs order was appropriate, bearing in mind the Court's guidance in *JBB v JBA* [2015] 5 SLR 153.

120 The parties have raised the Child well despite their marriage breakdown. They should be proud that their efforts have enabled the Child to excel in the various aspects of her life. It is evident that both parties love the Child deeply in their own ways. While they may have different parenting styles and priorities, their disagreements are not insurmountable if they exercise some grace. The

Mother should appreciate the Father's continued engagement as a parent all these years, and she should trust him to guide the Child in ways that complement her own role. The Father should take comfort in knowing that the Mother is devoted to nurturing the Child, and he should maximise his time with the Child, remembering that the focus should be on quality rather than quantity. Both parents should support the Child fully in her endeavours, so that she continues to grow and flourish with the joy that comes from knowing both parents are there for her.

Kelyn Lee
District Judge

Kulvinder Kaur and Marina Sani (I.R.B Law LLP) for the Applicant
in FC/OADV 270/2025 and Respondent in FC/SUM 1770/2025;
The Respondent in FC/OADV 270/2025 and Applicant in FC/SUM
1770/2025 in person.

Annex 1

1. Paragraph 3(b) to 3(c) and 3(f) of the [2016 Order] are varied as follows:

a. The Father shall have access to [the Child] as follows:

Regular access

i. 1 weekday access per week on a date/time to be mutually agreed between parties, failing which the access shall be on Wednesdays from after [the Child's] school to 8pm.

ii. 1 weekend access per week on a date/time to be mutually agreed between parties, failing which the access shall be on Sundays from 2.30pm to 8pm. The Father's weekly weekend access shall be subject to the following:

1. For a period of 3 months commencing from 1 January 2026, overnight access on 1 weekend per month, on a date/time to be mutually agreed between parties, failing which the overnight access shall be on the last weekend of each month from 1pm on Saturdays to 8pm on Sundays.

2. Thereafter, for a period of 3 months commencing from 1 April 2026, overnight access on 2 weekends per month, on a date/time to be mutually agreed between parties, failing which the overnight access shall be on the second and last weekend of each month from 1pm on Saturdays to 8pm on Sundays.

3. From 1 July 2026, weekly overnight access on a date/time to be mutually agreed between parties, failing which the overnight access shall be from 1pm on Saturdays to 8pm on Sundays.

Special day access

- i. Overnight access on the Father's birthday and National Day, on a date/time to be mutually agreed between parties, failing which the overnight access shall be from after [the Child's] school on 8 August to 8pm on 9 August.
- ii. The parent who does not have [the Child] during the school holiday period in which her birthday falls shall have time with [the Child], with the timing and duration to be mutually agreed between parties, failing which, that parent shall have time with [the Child] from 5.30pm to 8.30pm on [the Child's] birthday. If [the Child] is overseas on her birthday, the other parent is to have makeup time with [the Child] on a date within 1 week of [the Child's] birthday (whether before or after) or within 1 week of [the Child's] return from her overseas travel, whichever is closer to [the Child's] birthday.

School holiday access

- i. For the 2026 mid-year and year-end school holidays, for a duration to be mutually agreed between parties, failing which the school holiday access shall be for 1 week during the first

week of the mid-year school holidays, and for 2 weeks during the last 2 weeks of the year-end school holidays.

ii. From 2027, parties are to share equally the mid-year and year-end school holidays on an alternating basis, on date/times to be mutually agreed between parties, failing which:

1. The Father shall have access on the last 2 weeks of the mid-year holidays, and on the first 3 weeks of the year-end holidays for odd years; and
2. The Father shall have access on the first 2 weeks of the mid-year holidays, and on the last 3 weeks of the year-end holidays for even years.

Overseas access

i. The Father shall be at liberty to travel with [the Child] during his access periods.

1. The Mother shall provide the Father with details of [the Child's] passport and travel documents, within 3 clear working days of receipt of the Father's request.
2. The Father shall provide the Mother with the travel details, including but not limited to the travel itinerary, flight and transport details, accommodation arrangements, travel

insurance policy details, details of the travelling parties, and contact details during the trip, at least 21 days prior to the trip.

3. The Mother shall hand over [the Child's] passport and travel documents to the Father at least 3 clear working days before the date of the Father's travel with [the Child]. Where [the Child] is travelling immediately before the commencement of the Father's overseas access, or the Father's access with [the Child] is scheduled to commence within 1 day of the Father's travel with [the Child], the Mother shall hand over [the Child's] passport and travel documents to the Father during the handover for access.
4. The Father shall return [the Child's] passport and travel documents to the Mother by 8pm of the day immediately following the date on which the Father and [the Child] arrive back in Singapore, save where the Mother is present during [the Child's] return and the Father does not have further travel plans with [the Child] during the remaining access period, the Father shall return [the Child's] passport and travel documents to the Mother upon arrival.

Makeup and other access

- i. Both parties are at liberty to attend matters relating to [the Child's] education, including but not limited to school sessions, parents-teachers' conferences, and school or enrichment activities. Should only 1 parent be allowed to attend, parties are to mutually agree on the parent to attend, failing which parties are to attend on an alternating basis, commencing with the Mother attending the first occasion.
 - ii. The Father is entitled to makeup access should [the Child] be unable to attend an access session, on a date within 2 weeks of the missed access, to be mutually arranged between parties.
 - b. Parties shall mutually agree on the pickup and drop-off arrangements for access.
 - c. Parties shall ensure that [the Child] is able to contact the other parent freely during her time with them.
 - d. The Father shall be responsible for ensuring [the Child's] attendance at all scheduled school and enrichment activities during his access.
 - e. Parties are at liberty to mutually agree on additional access arrangements.
2. Paragraphs 3(h) to 3(i) of the [2016 Order] are varied as follows:

- a. The Father shall pay \$1,917 per month (and another \$300 per month towards the Mother's insurance) to the Mother for [the Child's] maintenance on the 1st day of each month, into the Mother's [bank account] by way of GIRO arrangement.
- b. The Father shall further bear half of the following *ad hoc* expenses of [the Child] on a reimbursement basis to be paid within 7 days of production of receipts by the Mother:
 - i. Existing enrichment classes as at 28 April 2025.
 - ii. Medical, optical, hospitalisation, and dental costs that are not covered by insurance.
 - iii. Uniform and school shoes.
 - iv. School fees and existing school-related expenses.
 - v. Replacement of electrical items / home appliances / furniture in house.
 - vi. Helper's room and board costs at hostel, transport from hostel, airfare, costs of renewal of work permit, and agency fees.
 - vii. Parties are to discuss and mutually agree on [the Child's] additional school and enrichment activities, including but not limited to extra-curricular classes, lessons, tuition, camps, courses or school overseas trips, and parties are to share the fees of such agreed activities equally, with the Father

reimbursing the Mother within 7 days of production of receipts by the Mother. If there is no agreement, the Father shall bear half of such expenses with a cap of \$20,000 per year (including existing school and enrichment activities).

- c. Parties are to continue to pay for [the Child's] insurance policies purchased by them respectively for [the Child].