

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 37

Divorce No 380 of 2024
HCF/DCA 163 of 2025

Between

YAG

... Plaintiff

And

YAH

... Defendant

GROUND OF DECISION

[Family Law — Matrimonial proceedings — Whether ancillary matters are decided afresh in divorce following judicial separation]

[Family Law — Custody — Care and control]

[Family Law — Child — Maintenance of child]

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YAG

v

YAH

[2026] SGFC 37

Family Justice Courts — FC/D 380/2024
District Judge Tan Li Jie
10 October, 13 November and 12 December 2025

18 March 2026

District Judge Tan Li Jie:

Introduction

1 The plaintiff wife (“Wife”) is a 38-year-old mortgage specialist with [O Ltd]. The defendant husband (“Husband”) is a 39-year-old global compliance monitoring manager with [SS Pte Ltd].

2 Parties were married on 9 November 2020. Less than 2 years later, they obtained a Judgment of Judicial Separation on 6 July 2022. The short marriage bore a child, [L], on xx August 2021.

3 Through mediation at the Family Justice Courts, both parties resolved all ancillary matters consequent on their judicial separation amicably and recorded a consent order (“JS Order”) on 27 July 2022¹. The JS Order provided

¹ Pages 57 – 60, Wife’s Affidavit of Assets and Means filed on 15 October 2024

that the Wife shall have care and control of [L], with access to the Husband on a staggered basis, from supervised access at the date of the JS Order to unsupervised overnight access when [L] turns 28 months old.

4 On 26 January 2024, the Wife commenced divorce proceedings. On 11 July 2024, the Husband filed a counterclaim. On 7 August 2024, Interim Judgment for Divorce was granted on an uncontested basis on both the Wife’s claim and the Husband’s counterclaim.

5 On 30 August 2024, parties recorded a partial Consent Order (“PCO”) in the following terms:

- (a) Parties shall have joint custody of [L].
- (b) Each party shall retain his or her own assets that are in their respective sole names.
- (c) There shall be no maintenance for both the Wife and the Husband.
- (d) The rest of the ancillary matters are to be adjourned to be heard in chambers.

6 Thus, when the ancillary matters came on for hearing before me on 10 October 2025, the only issues to be determined were the care and control of [L], access to [L], and [L]’s maintenance. I also heard the Wife’s application in FC/SUM 1904/2025 (“SUM 1904”) for the court’s leave to file a 4th ancillary matters affidavit (“AM affidavit”).

7 At the end of the hearing, I granted leave for the Wife to file a 4th AM affidavit on the narrow issue of [L]’s maintenance and allowed the Husband to

reply to this affidavit. I also directed parties to file further submissions on the issue of whether this court had the power to determine the ancillary matters afresh, or it could only consider whether there are sufficient grounds to vary the JS Order (“Preliminary Issue”).

8 A further hearing was held on 13 November 2025, at the end of which I reserved my decision.

9 I delivered my decision on 12 December 2025, granting parties shared care and control of [L] and ordering them to each bear the daily expenses incurred by [L] under their respective care. The Wife has filed an appeal against my decision in HCF/DCA 163/2025. I now set out my full grounds of decision.

Documents considered

10 For ease of reference, I set out below the documents that I had considered before coming to my decision on 12 December 2025:

Marking	Description	Filing Date
W1	Wife’s affidavit of assets and means	15 October 2024
W2	Wife’s 2 nd AM affidavit	2 April 2025
W3	Wife’s 3 rd AM affidavit	2 July 2025
W4	Wife’s 4 th AM affidavit	15 October 2025
	Wife’s Ancillary Matters Fact and Position Sheet (“WFPS”)	5 September 2025
WS1	Wife’s written submissions	7 September 2025
WBOA	Wife’s bundle of authorities	7 September 2025

Marking	Description	Filing Date
WS2	Wife's written submissions on the Preliminary Issue	31 October 2025
WS3	Wife's further submissions on the Preliminary Issue	13 November 2025
H1	Husband's affidavit of assets and means	15 October 2024
H2	Husband's 2 nd AM affidavit	2 April 2025
H3	Husband's 3 rd AM affidavit	1 August 2025
H4	Husband's 4 th AM affidavit	31 October 2025
	Husband's Ancillary Matters Fact and Position Sheet ("HFPS")	5 September 2025
HS1	Husband's written submissions	5 September 2025
HBOA	Husband's bundle of authorities	5 September 2025
HS3 ²	Husband's further submissions on the Preliminary Issue	31 October 2025

Issues to be determined

- 11 The issues that I had to determine were as follows:
- (a) the Preliminary Issue;
 - (b) whether the care and control of [L] should remain with the Wife or be shared between parties;
 - (c) the terms of the shared care and control arrangement, or the Husband's access to [L], whichever is applicable; and

² HS2 relates to SUM 1904

- (d) maintenance for [L].

Issue 1: The Preliminary Issue

12 It was not in dispute that this court had the power to make orders relating to the welfare and maintenance of [L]. Such power is clearly provided under ss 124 and 127 of the Women’s Charter 1961 (2020 Rev Ed) (“WC”):

Orders on welfare of children

124. In any proceedings for divorce, judicial separation or nullity of marriage, the court may, at any stage of the proceedings, or after a final judgment has been granted, make such orders as it thinks fit with respect to the welfare of any child and may vary or discharge the said orders, and may, if it thinks fit, direct that proceedings be commenced for placing the child under the protection of the court.

...

Power of court to order maintenance for children

127.—(1) During the pendency of any matrimonial proceedings or when granting or at any time subsequent to the grant of a judgment of divorce, judicial separation or nullity of marriage, the court may order a parent to pay maintenance for the benefit of his or her child in such manner as the court thinks fit.

13 The question is whether, in exercising such powers, the court could consider the ancillary matters *afresh* in the light of the JS Order. At the hearing, both parties’ counsel submitted that there was no case law that directly addressed this issue.

14 The Husband’s submission was that the above question should be answered in the affirmative for the following reasons:

- (a) In Leong Wai Kum, *Elements of Family Law in Singapore* (LexisNexis, 3rd Edition, 2018)³ (“*Elements of Family Law*”), the

³ Annex A, HS3

learned author opined that a judgment of judicial separation (“JS”) is “somewhat provisional” and “there remains a chance the marital relationship may resume”. Accordingly, the ancillary powers of the court “may be used more modestly”. The Husband submitted that this implies that the court should consider matters afresh instead of applying the threshold test relevant to a variation of an ancillary matters order in a divorce.⁴

(b) An analogy can be drawn between the current scenario and a scenario where the court hears ancillary matters in divorce proceedings following an earlier order made under the Guardianship of Infants Act 1934 (“GIA”). In *ATZ v AUA* [2015] SGHC 161⁵ (“*ATZ*”), the High Court held that the court hearing ancillary matters had the power to decide childcare issues afresh despite an existing order made under the GIA.⁶

15 The Wife, on the other hand, submitted that ss 72, 73, 118, 119, 128 and 129 of the WC provide that where there are existing ancillary orders, the court will not rehear the ancillary matters afresh, but exercise its discretion to vary the existing orders only where (i) there has been a material change in circumstances; and (ii) it is reasonable and in the welfare of the child to do so. This is because the said provisions refer broadly to “any subsisting order” or “any order”, and it would not be cost- or time-efficient for the court to consider matters afresh.⁷

⁴ [3] – [4], HS3

⁵ Annex A, HS3

⁶ [5] – [7], HS3

⁷ [15] – [22], WS2

16 The Wife further submitted as follows:

(a) While Professor Leong had observed that ancillary orders made pursuant to JS is not a final settlement of parties' ancillary matters, she did not suggest that upon a subsequent divorce, the court should disregard prior ancillary orders made under JS and re-determine all matters⁸.

(b) The analogy drawn by the Husband between an order made under the GIA and an order made in JS proceedings is "fundamentally flawed both in law and in logic". The High Court's decision in *ATZ* was premised on the fact that (i) the WC confers a broader statutory discretion on the court as compared to the GIA; (ii) under the GIA, the court does not have the opportunity to assess all the ancillary matters in a holistic manner; and (iii) the requirements for variation under the WC do not apply to variation applications filed under the GIA. In contrast, the JS Order was granted pursuant to the same matrimonial jurisdiction and the same ancillary powers which the court exercises in divorce proceedings, and the requirements for variation under the WC clearly apply.⁹

(c) Further, even the High Court in *ATZ* noted (at [103]) that "in most cases, it will be not uncommon to find that the Ancillaries Court would make orders that track those previously made under the GIA unless there are good reasons not to do so".

⁸ [6], WS3

⁹ [8] – [15], WS3

17 At first glance, the Wife’s submissions appeared attractive. As the court’s power to make ancillary orders in *both* JS proceedings and divorce proceedings is derived from the *same statutory provisions*, it would seem that the observations of the High Court in *ATZ*, in respect of the broader powers conferred by the WC on the court to determine children issues in divorce proceedings as compared to the power to determine children issues under the GIA, are *strictly not applicable* to the present case.

18 However, the High Court also held (at [99]) that the court determining the ancillary matters in divorce proceedings would be in a better position to make orders relating to the welfare of the child as compared to the court hearing a GIA application, as:

... a GIA order made in contemplation of a divorce ... does not take into account the fact that the parties would eventually be parting ways and does not allow a court to assess holistically the interaction between maintenance, the status of the matrimonial assets and the custody, care and control and access of a child...”

19 This second point applies with similar force to the present scenario. A judgment for JS *does not put an end to the marriage*. When the court determines the ancillary matters following a judgment for JS, “there remains a chance that the marital relationship may resume” – see extract from *Elements of Family Law* at [14(a)] above. In contrast, when the court considers the ancillary matters pursuant to a divorce, *the marriage is at an end*. Once proceedings conclude, parties are free to enter into a new marriage. The considerations of the court in these 2 distinct scenarios are therefore not entirely the same. This is the point made by the learned Professor Leong when she commented that the ancillary powers of the court “may be used more modestly” in JS proceedings (although I noted in my brief decision on 12 December 2025 (“Decision”) that the comment was made in the context of division of matrimonial assets).

20 Conceptually, when the court determines the ancillary matters in JS proceedings, it does so *pursuant to the separation of parties*. Should parties subsequently file for divorce, as was the case here, ss 112, 113, 124 and 127 of the WC, which confer the power on the court to determine the issues of division of matrimonial assets, maintenance and the children’s welfare, are *again engaged*. In exercising such powers, the court does so *pursuant to parties’ divorce*, and as stated above, this entails different considerations in view of the dissolution of the marriage.

21 I further noted the following in my Decision:

(a) There is no provision in the WC that curtails the court’s power or prohibits it from considering the ancillary matters afresh in divorce proceedings following JS proceedings. As pointed out by the Husband’s counsel, the WC contains specific provisions that deal with scenarios where divorce proceedings are commenced following JS proceedings. They include provisions that in the subsequent application for divorce, the court may treat the judgment of JS “as sufficient proof of the adultery, desertion or other ground on which it was granted”¹⁰. I accepted the Husband’s submission that if parliament’s intention was to curtail the court’s power to hear the ancillary matters afresh in the face of a prior order made in JS proceedings, this would have been made clear in the WC.

(b) I also noted the Husband’s submission that the broad reference in ss 118 and 128 of the WC to “any subsisting order” or “any order” did not prevent the High Court in *ATZ* from finding that the court had the power to determine child matters afresh despite the existing GIA

¹⁰ s 102(2), WC

order. While these provisions empower the court to vary existing orders if certain criteria are met, they do not specifically bind the court's hands from dealing with ancillary matters in divorce proceedings following JS proceedings.

(c) While I accepted the Wife's point that it would not be cost- or time-efficient for the court to consider the ancillary matters afresh given the existing JS Order, that is quite different from saying that the court *cannot* do so. The conduct of proceedings is a procedural matter that is firmly in the hands of the court. It is for the court to determine how proceedings should be conducted based on the specific circumstances of each case. In my view, efficiency should not take precedence over the substantive fairness of the case.

22 For the above reasons, I held that this court had the power to consider the ancillary matters afresh regardless of whether the threshold requirements for a variation of the JS Order were met.

23 I would add that even if this court did not have the power to consider the ancillary matters afresh, I would have found that the threshold requirements for the variation of the JS Order were met on the present facts. s 128 of the WC provides that the court "may at any time vary or rescind any order for the custody, or the care and control, of a child... 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*" [emphasis added]. As held by the Family Division of the High Court in *AZB v AZC* [2016] SGHCF 1 (at [32]) and endorsed by the Appellate Division in *DDN v DDO* [2024] SGHC(A) 2 (at [15]), "the court *ought not to read s 128 of the [WC] too narrowly*, but should

take a *principled and pragmatic approach* to the determination of a material change in circumstances” [emphasis added].

24 The JS Order was made when [L] was merely 11 months old; he is turning 5 this year. His needs, routine, schedule and expenses would have substantially changed in the past 3 ¾ years. While the Wife submitted that these changes had been envisaged when parties recorded the JS Order, there were clear gaps in the JS Order, such as the terms relating to school holiday access, which merely state that “[p]arties are to share equally [L]’s school holidays”¹¹ without any details. Some of the logistical challenges relating to access that parties subsequently faced were clearly not foreseen at the time when they recorded the JS Order. As will be shown below, even the Wife accepted that the timing of the Husband’s weekday access under the JS Order should be adjusted.

25 Further, s 129 of the WC provides that the court “may... vary the terms of any agreement relating to the custody, or the care and control, of a child... *where it is satisfied that it is reasonable and for the welfare of the child to do so*” [emphasis added]. Thus, if the court’s finding is that a variation of the JS Order would be for the welfare of [L] (which I did), there is no reason why it should not exercise its power to vary the JS Order.

26 Notwithstanding my above findings, I did *not* completely disregard the JS Order. The court would be slow to disturb longstanding arrangements, especially such arrangements that parties recorded in a consent order at a time when they would have considered their marriage to be effectively at an end. In fact, *both parties agreed* that the JS Order should only be departed from if there were *good reasons* to do so. The Wife’s submission was that save for a material

¹¹ Page 58, W1

change in circumstances, only a misrepresentation or mistake of fact would be considered “good reasons”. The Husband, on the other hand, submitted that “good reasons” could also mean that there is a better way of doing things.¹²

27 In the context of the present case, I found that there would be good reasons to depart from the JS Order *if to do so would be in the welfare of [L]*. This would be in accordance with s 125(2) of the WC, cited by both parties¹³, which provides that “[i]n deciding in whose custody, or in whose care and control, a child shall be placed, *the paramount consideration is to be the welfare of the child...*” [emphasis added], as well as the long line of case authorities that affirms this principle (including the Court of Appeal’s judgment in *BNS v BNT* [2015] SGCA 23 (at [19])). It would also be applicable if this court was varying parties’ agreement relating to the care of [L] pursuant to s 129 of the WC – see [25] above.

Issue 2: Whether the care and control of [L] should remain with the Wife or be shared between parties

Whether there are good reasons to depart from the JS Order

28 In his affidavits, the Husband contended that the Wife should not continue to have sole care and control of [L], as her conduct “reveal[ed] patterns of gatekeeping, double standards, unilateral decision-making and... neglectful caregiving”¹⁴. Having reviewed the Husband’s affidavits, I found that these allegations were not borne out by the evidence. In fact, I found that the Husband

¹² Pages 4 and 5, Notes of Evidence for the hearing on 13 November 2025.

¹³ [12], HS1 and [17], WS1

¹⁴ [19], HS1

had the propensity to embellish his case and/or overstate the Wife's alleged misconduct. The following are but a few examples:

(a) The Husband accused the Wife of "passive or neglectful caregiving". He referred to an incident where [L] threw up outside her residence, and she stood by while her mother and the Husband cleaned [L] up¹⁵. While the Wife's denial of the incident¹⁶ is perplexing, having reviewed the video evidence tendered by the Husband¹⁷, I did not think that his accusations were fair. The incident happened while [L] was standing in between the Husband and the Wife's mother, both of whom attended to [L] immediately. The throwing up appears to have been caused by a gag reflex when [L] coughed while having a snack. There was no major cause for concern, and the Husband and [L] proceeded with their planned access once [L] was cleaned. Given the circumstances, I am not satisfied that this incident shows any "passive or neglectful caregiving" on the Wife's part despite her inaction.

(b) The Husband alleged that the Wife had denied him video call access between 14 and 17 May 2024, while refusing to be frank and upfront about her work commitments¹⁸. He also speculated that the Wife may have been travelling during this period¹⁹. However, the evidence shows that although the Wife had work commitments, she was in

¹⁵ [38(x)(v)] and Tab W, H1; [21], HS1.

¹⁶ [146(y)(vi)], W2

¹⁷ Tab 16, H3

¹⁸ [9(a)] and Tab C, H2; [20(h)], HS1

¹⁹ [9(a)], H2

Singapore²⁰ and eventually arranged for her mother to facilitate the Husband's video call access to [L]²¹.

(c) The Husband accused the Wife of unilaterally enrolling [L] in art classes with an art school known as "Artary". However, the evidence shows that all the Wife had done prior to consulting the Husband on this matter was to sign [L] up for a trial lesson, which parents were not allowed to participate in. I also noted that the Wife eventually signed [L] up for lessons on Sundays (not during the Husband's access time) at her own cost.²²

(d) The Husband alleged that when [L] was ill and did not want to go over to his place, the Wife would not even open the door; but when [L] expressed reluctance to leave the Husband after access, the Wife would simply snatch [L] away, causing [L] distress and trauma²³. However, this is not borne out by the video evidence tendered by the Husband. In one video showing the Husband picking [L] up, the Wife and her mother could be seen coaxing [L] to go with the Husband²⁴. In 2 other videos showing the Husband's return of [L], all the Wife did was to firmly take [L] over and ask [L] to bid his father goodbye, before taking [L] into the room or closing the door²⁵. There was no evidence to suggest that the Wife had been obstructive to the Husband's access to [L].

²⁰ [5] – [6] and Tab 1, W3

²¹ Pages 184 – 188, H2

²² [24] – [25] and pages 233 – 238, H2; [24(b)(ii)], HS1

²³ [38(z)], H1

²⁴ Tab Z(3), H1

²⁵ Tabs Z(4) and Z(5), H1

(e) The Husband alleged that when the Wife brought [L] to KK Hospital for an emergency on 12 February 2025, she refused to tell him the ward number and simply said “temporary ward”²⁶. However, the text messages tendered by the Husband showed that [L] was in fact in a temporary ward²⁷. The Husband also took issue with the Wife’s indication to the nurse at the hospital that [L]’s bedtime was 10pm, when she had previously told him that [L] sleeps at 9pm. He alleged that such discrepancies in information regarding [L]’s routine would create confusion and are not in [L]’s interests, particularly in medical settings.²⁸ I found this to be a non-issue. It is not the Husband’s evidence that the alleged misinformation gave rise to any actual confusion or problem with [L]’s treatment, and in any event, the Wife confirmed in W1 that [L] had been sleeping at 10pm since starting school²⁹.

(f) The Husband alleged that the Wife had been a bad example to [L] by snatching things from others, abruptly cutting off his video calls with [L], and using the word “stupid” in her arguments with her mother in [L]’s presence³⁰. However, these allegations are not borne out by evidence. While [L] could be heard referring to such conduct on the Wife’s part in the videos produced at Tabs G3 and G4 of H2, these references were clearly prompted by the Husband. The Wife’s evidence was that she and her mother could not have used the word “stupid”³¹ as they spoke Mandarin at home, and this was consistent with what could

²⁶ [43], H2

²⁷ Pages 262 – 264, H2

²⁸ [43], H2

²⁹ [53], W1

³⁰ [38(r)], H1 and [49], H2

³¹ [10] – [11], W3

be seen from the videos tendered by the Husband. The videos at Tabs Q2 and R and the transcripts at pages 81 – 83 of H2 do not show the Wife cutting off the Husband’s video calls with [L] abruptly. Instead, they show the Husband insisting that [L] must say a proper goodbye and “I love you” before hanging up.

(g) The Husband alleged that when he asked the Wife for details regarding [L]’s visit to the doctor’s in December 2022, the Wife claimed that she had no obligation to inform the Husband on such child matters, as she had care and control of [L]³². However, the relevant text messages show that the Wife’s statement had been taken out of context. What she had said was that as the care and control parent, her priority was to care for [L], and not to report or update the Husband.³³

29 I did not find the Husband’s complaints, or the disagreements between parties cited by him, sufficient grounds to depart from the JS Order. While they illustrate the acrimony between parties and the often-unnecessary bickering between them, the evidence showed that, by and large, parties had been able to work together to give effect to the terms of the JS Order.

30 What did however concern me was how the Husband’s weekday access to [L] under the JS Order had panned out. Clause 2b of the JS Order provided that once [L] turns 20 months old, the Husband shall have unsupervised access on 2 weekdays, from 4pm to 7.30pm. Clause 2c required the Husband to inform the Wife at least 24 hours in advance of the days on which he wishes to exercise such access.³⁴

³² [100], H2

³³ Page 350, H2

³⁴ Page 58, W1

31 According to the Husband, when he agreed to the above orders, he was unaware of how difficult it would be to travel between parties' residences during after-work peak traffic hours. He subsequently realized that for each weekday access, he and [L] would spend *up to 2 hours in transit* and only have 1.5 hours at home, during which he would have to shower [L], take care of [L]'s dinner, revise [L]'s worksheets with [L] and spend time bonding with [L]. This was corroborated by the Google Map search results produced by the Husband, which shows that it takes 44 minutes to travel between parties' residences by MRT, or close to 1 hour by bus³⁵. I also note from page 45 of H3 that the Husband had referred to "heavy traffic" as a reason for returning [L] late, which is consistent with his evidence that it is difficult to travel between parties' residences during after-work peak traffic hours. The Husband claimed that he had repeatedly highlighted this issue to the Wife, but she had not been open to adjusting the schedule under the JS Order.³⁶

32 The Wife's evidence confirmed the problem. She alleged that the Husband had had a history of returning [L] late and produced a log to substantiate this³⁷. She also claimed that since the commencement of unsupervised access, [L] would be overstimulated at the end of the weekday access sessions and would take longer, sometimes up to midnight, to fall asleep. In response to the Husband's video evidence showing [L]'s reluctance to return to her, the Wife said that "it is understandable that [L] would feel tired and cranky if on a day, he goes to school, then spend time with the [Husband] after school, then return to my residence after being out for almost 12 hours in a day".

³⁵ Tab O, H2

³⁶ [108] – [114], H2

³⁷ [56], W1

Notably, she said, “I believe *it is essential to consider adjustments to the current weekday visitation schedule to mitigate these challenges*” [emphasis added].³⁸

33 It is clear from the evidence that the timing of [L]’s return to the Wife’s residence after access has been a recurring point of contention between the parties. It is not inconceivable that such conflict between parties would have affected [L] and caused him some stress. Traces of this could be seen from the video exhibited at Tab G(1) of H2, where [L] gave an example of what the Wife would say whenever he returned late, and covered the Husband’s mouth to stop the Husband from talking about it. While I was mindful that videos involving children are often staged and/or scripted, this video showed that the access arrangements under the JS Order, which were supposed to promote the relationship between father and son for [L]’s welfare, were causing unnecessary strife between parties, as well as stress to the child.

34 Having identified the problem, the next step would be to devise a solution. In this regard, the Husband’s proposed solution was for parties to have shared care and control of [L], so that [L] could stay overnight at the Husband’s residence without having to rush back to the Wife’s residence, and the Husband could then send [L] to school the next morning. The Husband submitted that this arrangement would materially reduce the risk of late handovers and the logistical friction between parties³⁹, and would be in line with [L]’s wishes to spend more time at his father’s home⁴⁰.

³⁸ [146(h)], W2

³⁹ [136], H2

⁴⁰ [38(g)], H1; Tab H, H2

35 The Wife, on the other hand, took the position that the care and control orders under the JS Order should not change despite the problems faced by parties with weekday access. She submitted that the logistical friction highlighted by the Husband is a common feature of co-parenting and can be managed through reasonable cooperation and planning between parties. It did not, in itself, warrant a fundamental restructuring of [L]'s living arrangements.⁴¹

36 Having considered the evidence, I found that granting parties shared care and control of [L] would go some way towards resolving the problem that was affecting [L]'s welfare. At the very least, it would cut down on the amount of time that [L] needs to spend on the commute at night, and remove the stress involved in having to rush back to the Wife's residence before a deadline. It would also enable [L] to start his bedtime routine much earlier, and at a much more relaxed pace, which would help him fall asleep earlier. In a broader sense, allowing [L] to stay overnight at the Husband's residence on weeknights would also substantially reduce the frequent conflict between parties over the timing of [L]'s return, which, the evidence suggested, was affecting [L] adversely to some extent.

37 In coming to this view, I noted that parties had made repeated attempts, but failed, to resolve the issue relating to [L]'s weekday access. As mentioned above, it is the *Wife's own evidence* that adjustments were *necessary* given the toll that the access schedule was taking on [L].

38 In view of the above, I found that there were good reasons to depart from the terms of the JS Order that relate to [L]'s care and control.

⁴¹ [38], WS1

The Wife's objections to an order for shared care and control

39 The Wife raised various objections to an order for shared care and control.

40 The Wife cited the case of *AUA v ATZ* [2016] 4 SLR 674⁴² (“*AUA*”), where the Court of Appeal had held that a mere desire by a parent to play a larger role in a child’s life did not constitute sufficient grounds for a variation of sole care and control orders to one of shared care and control⁴³. I found *AUA* to be of limited application to the present facts. In that case, the Court of Appeal found that a shared care and control order would not make a substantive difference, as it would not give the husband any more time than he already had with the child given that parties lived very close to each other. In the present case, a shared care and control order *would make a substantive difference* to the Husband’s access to [L], given the significant distance between parties’ respective residences. It would also, as I have found above, reduce conflict between parties.

41 The Wife highlighted that [L] is at a formative age where stability is paramount, and he had in the past 3 ½ years established stable routines and strong emotional bonds. She argued that a shared care and control arrangement would be disruptive and not be in his best interests. She highlighted that [L] had expressed his preference to return to her residence to sleep at night⁴⁴, and cited the cases of *AQL v AQM* [2012] 1 SLR 840 (“*AQL*”) and *XCQ v XCP* [2025]

⁴² Tab 13, WBOA

⁴³ [29] – [33], WS1

⁴⁴ [143(d)], W2

SGHCF 2645 (“XCQ”), where the court declined to order shared care and control on the ground that such an arrangement may be too disruptive.⁴⁶

42 I accept that stability is important for a child of [L]’s age. However, it does not follow that changes cannot be made if the existing arrangement is no longer one that would best serve [L]’s welfare. I noted that in both *AQL* and *XCQ*, the father who was seeking shared care and control had not had to care for the child overnight alone – see [2] and [3] of *AQL* and [4] of *XCQ*. It is therefore natural for the courts in those cases to have concerns as to whether a shared care and control arrangement would be destabilising for the child. I noted that in the present case, *[L] had effectively been shuttling between parties’ residences*, and the Husband had already had overnight access to [L] for some time. I did not think that a shared care and control arrangement would be unfeasible or necessarily detrimental to [L]’s welfare.

43 As held by the court in *AQL* and *TRQ v TRR* [2016] SGFC 106⁴⁷, a shared care and control arrangement may not be appropriate where the parents have different parenting styles or are unable to cooperate. In the present case, there is nothing to suggest that parties have differing parenting styles. The Wife’s submission was that parties are unable to cooperate or maintain a level of civility in their co-parenting relationship, and introducing a shared care and control arrangement under such strained circumstances would only create further grounds for conflict and expose [L] to emotional instability⁴⁸. The Husband’s position, on the other hand, was that the Wife’s arguments were self-

⁴⁵ Tab 17, WBOA

⁴⁶ [47] – [49], [54] – [55] and [56(b)], WS1

⁴⁷ Tab 16, WBOA

⁴⁸ [49] – [53], WS1

serving, as she was the one who had made it difficult for the Husband to co-parent. Notwithstanding that, he submitted that the relationship between parties was not so bad that it would be impossible for them to work together.

44 I agreed with the Husband's latter statement. As is common between parties in divorce proceedings, there was palpable acrimony between the parties, who frequently engaged in petty and unnecessary arguments. However, as I have observed above, they had by and large been able to work together in the interests of [L]. At the outset, the JS Order was recorded by consent. So was the PCO. After the PCO, parties had also managed to come to a compromise on various matters, such as the Wife's enrolment of [L] in Artary at her own cost⁴⁹, her agreement for the Husband to accompany [L] on his school trip to Tayo Station in view of [L]'s preference⁵⁰, the Husband's rescheduling of his trip to Bangkok with [L] in view of the clash of dates with the Wife's planned trip to Johor Bahru with [L]⁵¹, and the Husband's cutting short of his Saturday access voluntarily in view of [L]'s first overseas trip with the Wife the next day⁵². I had every confidence in parties that they would be able to find it in them to continue working together in the best interests of their child.

45 The Wife submitted that a shared care and control arrangement would put an even greater strain on [L] than the current arrangement under the JS Order. As the Husband and [L] both start their respective school day and workday at 9am⁵³, allowing [L] to stay overnight with the Husband would

⁴⁹ *Supra.*, at [2828(c)]

⁵⁰ [5] – [9] and Tab 4, H3

⁵¹ [28] – [31] and Tab 8A, H3

⁵² [131] and Tab V, H2

⁵³ Page 54, H1

require [L] to wake up early at around 6.30am, get ready, and leave home by 8am, so as to allow the Husband sufficient time to reach his workplace by 9am.⁵⁴

46 The Husband's evidence is that he has flexibility to work remotely up to 4 days a week and to shift his hours around⁵⁵. His counsel confirmed at the hearing that even if the Husband had to go to the office after sending [L] to school, he would not need to start work at 9am. Based on the Google Map search submitted by the Husband and the Wife's evidence that [L]'s school is a 10-minute walk from her residence, [L] would be able to reach school by 9am comfortably if he left the Husband's home by 8am. I also noted that it is generally acceptable for [L] to arrive at school after 9am, as can be seen from his check-in log⁵⁶. In my view, it would not be unrealistic for the Husband to send [L] to school in the morning, and in any event, waking up earlier in the morning would be better than going to bed late for a child of [L]'s age.

47 The Wife submitted⁵⁷ that the Husband had failed to account for his frequent work trips overseas, which would directly impact his ability to provide consistent care for [L]. She highlighted that the Husband had travelled for a total of 43 days in 2024 alone⁵⁸ and would be going on 3 work trips in 2025⁵⁹. While this is a valid concern, it does not, in my view, render a shared care and control arrangement unworkable *per se*. I noted the Husband's position that when the

⁵⁴ [37], [38] and [56(a)], WS1

⁵⁵ [38(o)], H1

⁵⁶ Tab P, H2

⁵⁷ [56(d)], WS1

⁵⁸ [58], W1

⁵⁹ Tab S, H2 and Tab 6, H3

Wife goes overseas, he should have care of [L] until her return⁶⁰. I was of the view that this should be made mutual, such that the Wife would have care of [L] during the Husband's absence. This would address any concerns that the Husband would be unable to provide adequate care for [L] given his travelling schedule.

48 The Wife submitted that the Husband's proposal, which would allow him the flexibility to choose the weekdays on which [L] stays overnight, lacked structure or consistent routine, and would place [L] in a state of uncertainty.⁶¹ I agree. Unlike regular weekday access, having [L] stay overnight with the Husband requires more advance planning, including packing the necessary clothing and books for the next day. [L] would also have to be mentally prepared that he would be returning to a different home at night, and it would be quite unsettling if he did not have an idea as to which days he would be staying with each parent. I also found it unsatisfactory that a party seeking shared care and control of a child was unable to commit to the days on which he would be able to carry out his caregiving duties. However, I did not think that this rendered a shared care and control order unfeasible. Certainty could be introduced by fixing the days on which each party should have care of [L].

My decision on Issue 2

49 In coming to my decision in Issue 2, I noted that this was a case where the child appeared comfortable in both parents' care. While both parties had raised allegations of parenting lapses against each other, on the whole, I did not see any major concerns in either parent's care of [L]. What I did see was *both*

⁶⁰ Page 6, Husband's Fact and Position Sheet

⁶¹ [56(c)], WS1

parties' commitment towards caring for and nurturing their child, as was evident from their agreement to own a set of [L]'s school reader books, so that [L] could revise his reading at home⁶². I also noted the Husband's evidence that he had purchased essentials for [L] and made them available at his residence⁶³. That being the case, and given my earlier observations that parties should be able to continue to co-parent, I saw no reason why this court should not strive to achieve "the ideal state of affairs for the child, or the closest to it possible", by making orders towards ensuring that he is cared for jointly by both parents – *TAU v TAT* [2018] SGHCF 11⁶⁴, at [12].

50 To be clear, I considered the concerns raised by the Wife regarding the Husband's alleged poor decision-making and dietary choices for [L] arising from [L]'s visit to the accident and emergency department of KK Hospital on 11 January 2025⁶⁵. However, I noted that the doctor's diagnosis of [L]'s symptoms was "colic constipation" (or possibly constipation colic), which was unlikely to have developed overnight. I also noted the Husband's explanation that his decision to send [L] to a clinic first (and not directly to the hospital) was a considered one, given the urgency of the matter and the distance between his residence and KK Hospital⁶⁶. While the Husband's dietary choices may have been questionable given the frequent fast-food meals reflected in his bank statements⁶⁷, I was of the view that this should be considered in the light of the limited time that he had with [L]. I was not satisfied that this, without more,

⁶² [50] and Tab H1, H2

⁶³ [93(b)], H2

⁶⁴ Tab D, HBOA

⁶⁵ [38] – [49], W2

⁶⁶ Pages 241 – 242, W2

⁶⁷ [146(e)], W2

showed that the Husband was unsuitable to be given shared care and control of [L].

51 To reduce the number of transitions that [L] had to go through during the week, I fixed the days on which the Husband would have care of him on Wednesdays to Saturdays. I made it clear to parties that this does not prevent them from mutually agreeing to other configurations of the shared care and control arrangement.

52 As it was likely that the Husband would require some time to set up his home in preparation for the shared care and control arrangement, I ordered the shared care and control arrangement to take effect from 2026 onwards.

Issue 3: The terms of the care and control order

53 Having determined that parties should have shared care and control of [L], I dealt with the finer details of such an arrangement. For ease of reference, I set out below the previous arrangement under the JS Order⁶⁸, parties' positions as stated in the WFPS and HFPS, as well as my decision and reasons for each aspect of the arrangement.

Usual weekdays and weekends

54 The arrangement under the JS Order: The Husband had unsupervised access to [L] —

- (a) on 2 weekdays, from 4pm to 7.30pm, with at least 24 hours' notice of the days on which he wishes to exercise access; and
- (b) from 4.30pm on Friday to 7.30pm on Saturday.

⁶⁸ Pages 57 – 60, W1

55 The Husband's position: The Husband should be entitled to —

- (a) time with [L] on 2 weekdays after school, from 4pm on the chosen day, till 9am the next morning, with such timing to be adjusted to start from [L]'s dismissal time and to end before school the next day once [L] enters formal schooling;
- (b) continuous time with [L] where the chosen weekdays are consecutive, such that the Husband would not have to return [L] to the Wife in between; and
- (c) time with [L] from 4pm on Friday to 9pm on Saturday, with the start-time to be adjusted to [L]'s dismissal time from school once [L] enters formal schooling.

56 The Wife's position: The arrangement under the JS Order should continue, save that the timing should be adjusted to end at 8pm each day and to start after school for each weekday.

57 My decision: In the absence of a mutual agreement to the contrary and subject to the care and control orders for specific occasions —

- (a) The Husband shall have care of [L] from Wednesday after school to Saturday, 8pm.
- (b) The Mother shall have care of [L] for the remaining time of each week.
- (c) The party having care of [L] shall be responsible for sending [L] to and picking him up from school. On Wednesdays, the Wife shall be responsible for sending [L] to school and the Husband shall be responsible for picking [L] up from school.

(d) If Wednesday happens to be a non-school day or a day on which the Wife has care of [L], the Husband shall pick [L] up from the Wife's residence.

58 My reasons: I have ordered that the mid-week transition be carried out at school, instead of the Wife's residence, so as to (i) save a trip for [L]; (ii) allow [L] to complete his daily curriculum at school; and (iii) avoid potential disputes over parties' conduct during transitions. I have also adjusted the end-time of the Husband's share of the week on Saturday to 8pm given the Wife's agreement.

School closure days

59 The arrangement under the JS Order: Nil.

60 The Husband's position: If a school closure day falls on a weekday on which the Husband chooses to exercise care of [L], the Husband should have time with [L] from 9am on that day till 9am the next day. If [L]'s school closure day falls on a Friday, the Husband should have time with [L] from 9am on Friday to 9pm on Saturday.

61 The Wife's position: [L]'s school is closed on 8 weekdays per year, of which 5 days fall on a Friday. The Husband should have access to [L] on 4 of such Fridays, from 9.30am to 8pm, while the Wife would spend time with [L] for the remaining school closure days. On the Fridays where the Wife would spend time with [L], the Husband's access time should start from 7.30pm and end at 8pm on Saturday.

62 My decision: Subject to parties' mutual agreement otherwise —

(a) The Husband and the Wife shall have care of [L] on an equal number of school closure days.

(b) As far as possible, the Husband shall have care of [L] on school closure days that fall on Thursdays and Fridays, and the Wife shall have care of [L] on school closure days that fall on Mondays to Wednesdays. This is to be adjusted accordingly if it leads to an unequal number of school closure days on which each party will have care of [L].

(c) If the school closure day falls on a day that the party would not normally have care of [L], the party shall have care of [L] from 9.30am to 8pm.

63 My reasons: The above orders were made in the interests of fairness and to ensure that [L] gets to spend almost equal time with both parents, while reducing the need for transitions.

Chinese New Year

64 The arrangement under the JS Order: The Husband had overnight access to [L] from 4pm on Chinese New Year (“CNY”) Eve to 7.30pm on the 1st day of CNY.

65 The Husband's position: The Husband's time with [L] should be extended to start at 9am on CNY Eve and end on 9pm on the 1st day of CNY.

66 The Wife's position: The arrangement under the JS Order should continue, with a slight adjustment to the end-time from 7.30pm to 8pm.

67 My decision: The Husband shall have care of [L] from 4pm on CNY Eve to 8pm on the 1st day of CNY. The Wife shall have care of [L] from 8pm on the 1st day of CNY to 8pm on the 2nd day of CNY, following which [L]'s care arrangements shall revert to the usual weekday and weekend arrangements.

68 My reasons: During the hearing, the Husband's counsel confirmed that there were no specific reasons as to why the Husband was seeking to extend his time with [L] during CNY. I therefore see no reason to depart from parties' agreement under the JS Order, save as to extend the end-time to 8pm in view of the Wife's agreement.

Christmas

69 The arrangement under the JS Order: The Husband had unsupervised overnight access to [L] from 4.30pm on Christmas Eve to 7.30pm on Christmas Day on an alternating basis. I understood this to mean that parties would take turns to spend this period of time with [L].

70 The Husband's position: The Husband should be allowed to spend time with [L] from 9am on Christmas Eve to 9pm on Christmas Day in even years (e.g. 2026).

71 The Wife's position: The arrangement under the JS Order should continue, save that the timing should be extended to start at 4pm on Christmas Eve and end at 8pm on Christmas day.

72 My decision:

- (a) In 2026 and every even year thereafter, the Husband shall have care of [L] from 4pm on Christmas Eve to 8pm on Christmas Day.

(b) In 2025 and every odd year thereafter, the Wife shall have care of [L] from 4pm on Christmas Eve to 8pm on Christmas Day.

73 My reasons: The Husband argued that since the Wife had care and control of [L], he should be allowed to extend his time with [L] during Christmas to ensure fairness. In view of my decision that parties are to have shared care and control of [L], this argument would no longer be valid, and the arrangement under the JS Order should continue. I adjusted the timing in view of the Wife's agreement.

All other public holidays

74 The arrangement under the JS Order: The Husband had unsupervised access to [L] from 9.30am to 7.30pm for half of all public holidays, on an alternating basis.

75 The Husband's position: The Husband's time with [L] should be extended to start from after school *on the eve* of the relevant public holiday, to 9pm on the public holiday itself.

76 The Wife's position: The arrangement under the JS Order should continue, save that the end-time should be adjusted to 8pm.

77 My decision: Parties shall have care of [L] on an alternating basis on all gazetted public holidays apart from CNY and Christmas, from 9.30am to 8pm.

78 My reasons: I saw no reason to depart from the arrangement under the JS Order, save as to adjust the end-time in view of the Wife's agreement. I did not extend the end-time to 9pm, as I wanted to ensure that [L] would have sufficient rest.

[L]'s birthday

79 The arrangement under the JS Order: No specific arrangements, save that parties shall spend [L]'s birthday and attend school events together.

80 The Husband's position: The Husband shall have time with [L] from 9am to 9pm on [L]'s birthday in even years, and from 9am to 9pm on the eve of [L]'s birthday in odd years.

81 The Wife's position: The arrangement under the JS Order should continue. In addition, in the year 2025 and every odd year thereafter, the Wife shall spend time with [L] on his birthday. In the year 2026 and every even year thereafter, the Husband shall have access to [L] on his birthday, subject to [L]'s school curriculum and/or schedule including his enrichment programmes.

82 My decision: Subject to their availability, parties shall attend [L]'s school birthday celebrations together. Subject to the above and [L]'s schedule, from 9.30am to 8pm on [L]'s birthday —

(a) the Husband shall have care of [L] in 2026 and every even year thereafter;

(b) the Wife shall have care of [L] in 2027 and every odd year thereafter.

83 My reasons: Parties are largely in agreement on this issue. I fixed the timing for each party's time with [L] for consistency across the board.

Parties' respective birthdays

84 The arrangement under the JS Order: The Husband shall have unsupervised access to [L] from 9.30am to 7.30pm on the Husband's birthday.

85 The Husband's position: The Husband shall spend his birthday with [L] from 9am to 9pm every year.

86 The Wife's position: The Husband shall have unsupervised access to [L] on his birthday on xx April every year from 9.30am to 8pm. The Wife shall spend time with [L] on her birthday on x August every year.

87 My decision:

(a) The Husband shall have care of [L] on his birthday on xx April every year, from 9.30am to 8pm.

(b) The Wife shall have care of [L] on her birthday on x August every year from 9.30am to 8pm.

(c) Parties' time with [L] on their respective birthdays shall take precedence over all other care arrangements.

88 My reasons: In view of the shared care and control arrangement, the order needs to provide for *both parties'* birthdays, not just the Husband's. The timing that I have ordered tracks what was provided in the JS Order, with an adjustment of the end-time to 8pm in view of the Wife's agreement. To ensure that [L] would have sufficient rest, I declined to extend the end-time to 9pm.

School holidays

89 The arrangement under the JS Order: Parties are to share equally [L]'s school holidays.

90 Parties' agreement:

(a) Parties shall bring [L] for his enrichment / tuition classes during his / her respective care of [L] during the school holidays, except if [L] is travelling overseas with either parent.

(b) The party not having care of [L] for the relevant period shall be entitled to at least 1 phone call or 1 video call daily with [L].

91 The Husband's position: Parties shall have equal halves of school holidays and term breaks based on the calendar of the Ministry of Education ("MOE"). In the absence of mutual agreement, the Husband shall have the first half of each holiday in even years and the second half in odd years. For one-week school holidays, the Husband shall have the second half of the week.

92 The Wife's position: Commencing 2028 when [L] commences primary school education, parties shall have half of [L]'s gazetted school holidays. The Husband shall have the second half in even years and the first half in odd years. The Wife shall have the first half in even years and second half in odd years.

93 My decision:

(a) With effect from 2026, parties shall share [L]'s school holidays equally based on the MOE calendar.

(b) In the absence of mutual agreement to the contrary:

(i) In 2026 and every even year thereafter, the Wife shall have the 1st half of the school holidays and the Husband shall have the 2nd half.

- (ii) In 2027 and every odd year thereafter, the Husband shall have the 1st half of the school holidays and the Wife the 2nd half.
- (iii) For one-week school holidays (*i.e.* March and September), the Husband shall have the second half, from Wednesday, 12pm, to Saturday, 8pm, to coincide with his existing weekend overnight time with [L].
- (c) The party having care of [L] shall be responsible for sending [L] for his enrichment / tuition classes during the school holidays, except if [L] is travelling overseas with either parent.
- (d) The party not having care of [L] shall be entitled to at least 1 phone call or 1 video call daily with [L].
- (e) For the avoidance of doubt, the school holiday care arrangements shall take precedence over the regular weekday and weekend care arrangements.

94 My reasons:

- (a) The parties' main dispute was over whether school holiday care arrangements should begin now or only after [L] enters primary school.
- (b) The Wife's position was that the school holiday provisions under the JS Order were only meant to begin after [L] enters primary school⁶⁹. However, *the JS Order says nothing to that effect*. The Wife also claimed that the MOE calendar does not apply to preschool. However, I noted that [L]'s school principal had confirmed via text message that the

⁶⁹ Tab Y, H2

school follows the MOE school terms⁷⁰. As such, I saw no reason why [L]'s care arrangements during school holidays should not start now.

(c) As neither party had indicated a strong preference for either half of the school holidays, I adopted the Wife's proposal.

(d) For one-week school holidays, I agreed that it would make sense for the Husband to have the 2nd half, to coincide with his regular weekend time with [L].

(e) I agreed that it should be made clear that school holiday care arrangements take precedence over regular weekday and weekend care arrangements.

Overseas trips

95 The arrangement under the JS Order: Parties were entitled to have overseas access with [L] subject to the following:

(a) The travelling party shall provide confirmation of the travel date and details at least 3 months in advance (or such shorter timeframe as may be mutually agreed between parties) to the non-travelling party.

(b) The travelling party shall also provide the travel itinerary, with details on accommodation, flight, and contact numbers, at least 3 months in advance (or such shorter timeframe as may be mutually agreed between parties) to the non-travelling party.

(c) Prior to the Husband's travel with [L], the Wife shall handover [L]'s passport to the Husband 3 days prior to the travel, which the Husband shall return to the Wife within 3 days after travel.

⁷⁰ Tab Y, H2

(d) During the travelling parent's overseas travel with [L], the non-travelling parent shall be entitled to at least 1 phone or 1 video call daily with [L].

96 Parties' agreement: Upon [L] commencing formal education in primary school, overseas access shall take place only during [L]'s gazetted school holidays as stipulated by the MOE calendar. Prior to [L] commencing formal education, parties are at liberty to bring [L] overseas, save that such overseas trips shall be limited to 10 days per trip. The restriction on the duration of such trips shall be lifted once [L] commences formal education.

97 The Husband's position:

(a) The requisite notice period for overseas travels shall be reduced to 1 month for trips longer than 2 days, 1 night, and 1 week for trips that are shorter.

(b) The period for handing over [L]'s passport shall be extended to 7 days prior to the Husband's intended travel and 7 days after his return.

(c) The Husband's time with [L] shall start 1 day before the intended departure and shall end 1 day after the intended return.

98 The Wife's position: Save for the agreed terms as set out at [96] above, the terms of the JS Order should continue to apply.

99 My decision: The arrangement under the JS Order shall continue, save that:

(a) The requisite 3-month notice period shall be shortened to 1 month for trips that are no longer than 2 days 1 night.

- (b) The travelling party's time with [L] shall begin 1 day before the scheduled departure date and shall end 1 day after the return date.
- (c) The agreed terms as set out at [96] above shall apply.

100 My reasons:

- (a) 3-month notice —
 - (i) The Husband claimed that the 3-month notice period under the JS Order had become a tool of obstruction, as the Wife had applied it rigidly. He referred to an incident on 10 December 2024, where the Wife wrongfully rejected his request to travel with [L] from 9 to 12 February 2026, as she had misread the year of travel as 2025. He also claimed that the Wife had applied double standards, as she herself had also provided the itinerary for her 20 October 2024 trip with [L] only on 29 July 2024, short of 3 months. For these reasons, the Husband sought to reduce the amount of notice required.⁷¹
 - (ii) In my view, a reduction of the notice period would not prevent the Wife from applying the notice period rigidly or from applying double standards. It was also not the Husband's case that he had been unable to provide this 3-month notice. On the contrary, he had shown that he was able to provide notice *more than 1 year in advance*.
 - (iii) As the Husband himself conceded, advance planning is important⁷². This is especially so given the shared care and

⁷¹ [171] – [175], H2

⁷² [171], H2

control arrangement that has been ordered. I found no cogent reasons to depart from what parties had agreed to under the JS Order.

(iv) However, I accept the Husband's submission that for short getaways or day trips, which are typically planned on a more spontaneous basis, a 3-month notice period may not be practical. Maintaining such a long notice period would be prohibitive of such short trips and would not be in [L]'s interests. Balancing this consideration against the need for advance planning, I found that a 1-month notice period would be appropriate for such short trips.

(b) Duration of the travelling parent's time with [L] —

(i) For the Husband's first overseas trip with [L] in December 2024, the Wife only sent [L] to the airport with his passport 2 hours before the scheduled departure time. This resulted in [L] missing a lunch that the Husband had planned with his family, and, according to the Husband, caused undue stress to the travelling party.⁷³

(ii) The Wife explained that [L] had just returned from a trip to Johor Bahru. She wanted to comfort [L] and ensure that he was sufficiently rested before he went on his first overseas trip with the Husband⁷⁴. While I noted the Wife's explanation, her actions would have caused undue stress to the Husband and his family.

⁷³ [130], H2

⁷⁴ Pages 413 – 414, H2

(iii) Further, it is not unreasonable for the travelling parent to want to share moments before an overseas trip with [L], as they both look forward to the trip together. It would make the whole experience richer and more memorable for [L] as well. It would also be beneficial for [L] to have some time upon returning from an overseas trip to rest and recover under the care of the parent with whom he has been travelling. In my view, this would help him reacclimatize himself to the home environment.

(iv) I therefore accepted the Husband's proposal and extended the travelling party's time with [L] by 1 day before the scheduled departure date and 1 day after the return.

(c) Handover of [L]'s passport —

(i) Based on the same incident in December 2024, the Husband sought to bring forward the handover time of [L]'s passport to 7 days before any scheduled trip.

(ii) As was the case for the notice period, I do not see how bringing forward the deadline for the Wife to hand over [L]'s passport would prevent her from breaching it. In the absence of cogent reasons, I saw no reason to depart from the timeframe that parties had agreed to under the JS Order.

Make-up access

101 The arrangement under the JS Order: Nil.

102 The Husband's position: If the Husband is unable to exercise any of his stipulated care timings with [L], he will give the Wife at least 12 hours' advance notice of the same. In such a situation as well as in other situations where access

cannot take place, the Husband shall be entitled to make-up time on Sundays within 8 weeks from the initial access date.

103 The Wife's position: Although the Wife did not state her position in the WFPS, she stated in her affidavits that she had been providing make-up access to the Husband purely out of goodwill. She disagreed that make-up access should be counted by the hour, as that may mean that she would not be able to spend quality time with [L] for the entire week.⁷⁵

104 My decision: No order made.

105 My reasons: In view of my decision for parties to have shared care and control of [L], there was no longer the concept of access, let alone make-up access. I also found no basis for the Husband to be seeking make-up access if he is unable to care for [L] *due to his own schedule*.

When either party is overseas without [L]

106 The arrangement under the JS Order: Nil.

107 The Husband's position: In the event that the Wife travels overseas without [L], or will not be with [L] for more than 24 hours continuously, she shall inform the Husband 14 days in advance. During this time, the Husband shall have care of [L]. The travelling party shall be entitled to at least 1 phone or video call with [L].

108 The Wife's position: Nil.

⁷⁵ [80] – [86], W2

109 My order: In the event that either party travels overseas without [L], the party shall inform the other party 14 days in advance, and the other party shall have care of [L] during the travelling period. The travelling party shall be entitled to at least 1 phone or video call with [L] during overseas time.

110 My reasons: As stated at [47] above, I am of the view that this term should be made mutual, so as to ensure that [L] will receive proper care from at least one of his parents at any given time.

When [L] is ill

111 The arrangement under the JS Order: Nil.

112 The Husband's position: If [L] is ill during the Husband's stipulated care time such that the Husband's time with [L] cannot take place, the Wife shall provide [L]'s medical certificate, and the Husband shall be entitled to spend up to 1 hour in the Wife's residence to care for [L] and comfort [L].

113 The Wife's position: Nil.

114 My order: No order made.

115 My reasons: Such orders are not necessary given that parties have shared care and control of [L]. Further, there is no evidence of the Wife denying the Husband access to [L] under the pretext that [L] was ill.

Company events

116 The arrangement under the JS Order: Nil.

117 The Husband's position: The Husband shall be at liberty to bring [L] for company events, for which children are included.

118 The Wife's position: Nil.

119 My decision: Both parties shall be at liberty to bring [L] for company events that are catered for children.

120 My reasons: As the parent with shared care and control, I found no reason why the Husband should be prohibited from bringing [L] to company events that cater for children. The same applies to the Wife.

Advance notice

121 The arrangement under the JS Order: Nil.

122 The Husband's position: The Husband shall provide the Wife with 12 hours' notice if he is unable to exercise stipulated care timings, except in unforeseen circumstances. The Wife shall provide the Husband with 1 week's advance notice if she intends to schedule a weekday activity for [L] which may clash with the Husband's time with [L].

123 The Wife's position: For all access arrangements, the Husband shall provide the Wife 12 hours' notice in the event he is not exercising access.

124 My decision: Any party who wishes to make changes or adjustments to [L]'s weekly care arrangements shall give the other party advance notice of at least 1 week.

125 My reasons: As parties have shared care and control, sufficient advance notice should be given of any intended change, to allow sufficient time for adjustments to be made.

Handover

126 The arrangement under the JS Order: The Husband shall pick up and drop off [L] at the void deck of the Wife's residence.

127 The Husband's position: The Husband will pick up and drop off [L] at the Wife's residence unless otherwise mutually agreed. In respect of care timings falling on weekdays, the Husband will pick [L] up from school at the start of access, unless otherwise mutually agreed. The Husband is at liberty to designate his family members (*e.g.* his mother or sister) to help in pick-up or drop-off.

128 The Wife's position: For all access arrangements, the Husband shall continue to pick up and drop off [L] at the Wife's residence and/or from [L]'s school, unless mutually agreed upon by the parties.

129 My decision: Unless specifically provided above or otherwise mutually agreed, the Husband shall pick [L] up from and return [L] to the Wife's residence. The Husband is at liberty to arrange for his mother to assist in the pick-up or drop-off of [L].

130 My reasons:

- (a) Both parties agreed that the Husband should continue to pick [L] up and return him to the Wife's residence. The only point in contention

was whether the Husband should be entitled to delegate such duties to his family members.

(b) In my view, there is no reason why the Husband's mother should be disallowed from carrying out pick-ups and drop-offs on the Husband's behalf. I noted the Husband's evidence that his mother had been assisting him in the care of [L] and was a registered person for [L]'s pick-up from school⁷⁶.

(c) The Wife relies on her own mother to send [L] to and pick him up from school⁷⁷. While she had claimed that the Husband's mother had "had minimal involvement with [L]"⁷⁸, it would not be unfair to say that the Husband's mother is someone that [L] is familiar with.

(d) It takes a village to raise a child. There will be times when a parent needs to rely on his or her own parents to assist with caregiving. It would be unrealistic and unfair to deny the Husband the benefit of his support network in the care of [L], when the Wife has enjoyed her own mother's support in that regard for years. It would also be unfair to deny [L] a deeper relationship with his paternal grandmother.

(e) I therefore allowed the Husband to enlist the help of his mother for pick-ups and drop-offs.

[L]'s documents

131 The arrangement under the JS Order: The Wife shall retain [L]'s important documents including passport, travelling documents and birth

⁷⁶[38(t)], H1 and [13], H3

⁷⁷ [53], W1

⁷⁸ [44], H3

certificate. The Wife shall apply for [L]’s passport and she will extend certified true copies of the same to the Husband.

132 The Husband’s position: The parties shall alternate holding [L]’s passport and birth certificate, with the Wife holding such documents for the first half of each calendar year, and the Husband holding them for the second half.

133 The Wife’s position: The Wife shall continue to safekeep [L]’s important documents including passport, travelling documents and birth certificate. The Wife shall apply for [L]’s passport and extend a certified true copy to the Husband, along with a certified true copy of [L]’s birth certificate. If the Husband requires originals, the Wife shall provide them within 3 days of the request, and the Husband shall return them within 7 days after use.

134 My decision: I adopted the Wife’s position.

135 My reasons:

(a) I was not satisfied that the arrangement proposed by the Husband would be practical. At the hearing, the Husband’s counsel conceded that this is not a perfect arrangement but submitted that it is necessary to resolve the difficulty faced by the Husband in getting [L]’s passport early for his December 2024 trip.

(b) As mentioned at [100(b)] above, the Wife had her reasons for wanting to bring [L] to the airport together with his passport for the said trip in December 2024. I did not think that this one-off incident was sufficient ground to depart from what parties had agreed to in the JS Order.

Issue 4: Maintenance for [L]

136 Under the JS Order, the Husband was to pay the Wife S\$450 per month as [L]'s maintenance⁷⁹. The Wife's position was that this should continue⁸⁰. The Husband, on the other hand, argued that each party should bear [L]'s daily expenses during their time with [L]⁸¹.

137 Given my decision that parties are to have shared care and control of [L], I accepted the Husband's position and ordered parties to each bear the daily expenses incurred by [L] under his or her care.

138 The JS Order also provides for parties to share the following expenses:⁸²

- (a) [L]'s medical and dental expenses;
- (b) annual insurance premiums for [L]'s AIA HSG Max A insurance policy and add-on AIA MAX Vitalhealth; and
- (c) all education-related expenses (including tuition fees, school books, bags, shoes, transport, pocket money, computers and tablets, etc.) until [L] attains his first university degree.

139 Save and except for emergency items to be incurred for [L] that are not covered by insurance, the JS Order provides that all the above expenses are to be mutually agreed upon between parties. The Husband is to pay his 50% share

⁷⁹ [6a], JS Order [Page 59, W1]

⁸⁰ Section B(I), WFPS

⁸¹ Section A(I), HFPS

⁸² [6b], JS Order [Page 59, W1]

of such expenses into the Wife's bank account within 7 days of receipt of documentary proof that they have been incurred.⁸³

140 Parties were generally in agreement that such expenses should continue to be shared. I therefore made orders in this regard that mirror the terms of the JS Order.

141 Of the shared expenses listed above, the only items that were in dispute were the fees for the following enrichment classes that the Wife had enrolled [L] in⁸⁴. The Husband's position was that these classes had not been agreed upon prior to [L]'s enrolment⁸⁵.

S/N	Enrichment Class	Monthly Fees (S\$)
1.	Art classes at Artary	191.42
2.	Chinese Performing Arts	73.33
3.	Aikido	88.75
Total:		353.50

142 At the hearing, I asked the Husband's counsel whether the Husband had any substantive objection to [L]'s participation in the above enrichment classes. Counsel replied that the Husband's *only* substantive objection was the impact that these classes would have on his access time, and *if the court grants parties shared care and control of [L], this substantive objection would fall away*⁸⁶.

⁸³ [6b], JS Order [Page 59, W1]

⁸⁴ [5], S/N t, W4

⁸⁵ [5], S/N t, H4 and [23] – [29], H2

⁸⁶ See page 17 of the Notes of Evidence for the hearing on 13 November 2025.

143 In view of counsel’s response and the shared care and control orders made herein, I ordered the Husband to bear 50% of the fees for the above enrichment classes.

144 Under the JS Order, the Husband was allowed to retain custody over [L]’s Child Development Account (“CDA”) and to utilise the monies therein for [L]’s tertiary education⁸⁷. The Wife’s position was that this order should remain, with an additional order requiring the Husband to extend a copy of [L]’s CDA annual statement of account to the Wife on the 1st of December every year⁸⁸. As the Husband did not object to this, I made the orders accordingly.

Conclusion and costs

145 For the reasons given above, I ordered that parties are to have shared care and control of [L] in the terms set out under Issue 3 above with effect from 1 January 2026, and granted them liberty to apply.

146 At the decision hearing on 12 December 2025, the Husband’s counsel sought costs of S\$5,000 from the Wife on the ground that the Husband had been the successful party, especially when it came to the issue of care and control. He highlighted that the proceedings had been protracted and voluminous documents were filed, such that the Husband’s disbursements alone added up to more than S\$1,000.⁸⁹

147 The Wife’s counsel, on the other hand, argued that no costs should be ordered. She submitted that the outcome of these proceedings was “not an all-

⁸⁷ [6c], JS Order [page 60, W1]

⁸⁸ [I(d)], Wife’s Fact and Position Sheet

⁸⁹ Pages 24 – 25, Notes of Evidence for the hearing on 12 December 2025.

win for the [Husband]”, and that a considerable number of the terms of the shared care and control arrangement were decided in favour of the Wife.⁹⁰

148 As a general rule, costs follow the event. The Husband has been largely successful in the contested ancillary matters and would, under normal circumstances, be entitled to costs.

149 However, I made the following observations:

(a) Although the Husband succeeded in obtaining shared care and control of [L], which was the primary issue in this case, a considerable number of the positions that he had taken in these proceedings were not accepted by the court. Examples of this include his position that he should be allowed to select the days on which he is to have care of [L], that he should be entitled to make-up access if he is unable to care for [L], and that custody of [L]’s documents should alternate between parties.

(b) A substantial number of the allegations that the Husband had made against the Wife were not accepted by the court (see [28] above) and, in my view, unnecessarily added to the contentious issues in these proceedings. That, in turn, added to the time and costs that parties had to expend in these proceedings. I noted that close to 1,500 pages of printed material were filed, the majority of which by the Husband, and approximately 25 videos were tendered by the Husband. I did not find all such material to be relevant or useful for the purpose of determining the issues in this case.

⁹⁰ Page 24, Notes of Evidence for the hearing on 12 December 2025.

(c) While the hearing of the ancillary matters took 2 half-days to complete, a substantive portion of the hearing on 10 October 2025 was taken up to deal with the Wife's application in SUM 1904, for which costs had already been awarded in favour of the Husband.

150 For the above reasons, I made no order as to costs.

Tan Li Jie
District Judge

Sheryl Keith Sandhu (Gloria James-Civetta & Co) for the plaintiff;
Low Jin Liang and Lim Fang-Yu Mathea (PKWA Law Practice
LLC) for the defendant;
