

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 29

MSS 1019 of 2024
HCF/DCA 164 of 2025

Between

VPN

... Applicant

And

VPO

... Respondent

GROUNDINGS OF DECISION

[Enforcement of Maintenance Order][s71 Women's Charter]

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VPN

v

VPO

[2026] SGFC 29

Family Court – MSS 1019 of 2024
District Judge Goh Zhuo Neng
16 December 2025

10 March 2026

District Judge Goh Zhuo Neng:

A. INTRODUCTION

1. This is an enforcement application in respect of a consent order dated 6 March 2020 which has been varied several times, most recently in 28 November 2025. Parties are divorced, with one child who the Mother has care and control of.

2. At the time the application was filed on 3 May 2024, the terms of the order for child maintenance were for the Father to pay the Mother as monthly

maintenance for the child, 65% of the all the child's expenses (except overseas holidays) within 7 days of production of receipts/bills into the Mother's nominated account. There had also been a prior enforcement order made in MSS xxx of 2022 on 15 November 2022 which had assessed arrears of maintenance as being \$3,261.58 as of 8 June 2022 (up to and including the May 2022 maintenance only).

3. On 28 November 2025, I gave my decision in several summonses that had been filed by the parties in *VPN v VPO* [2026] SGFC 6 ("Variation Applications"). In doing so, I also varied the child maintenance order from a reimbursement order to a monthly fixed sum payment which is backdated to June 2022 so that the arrears will be seamlessly calculated from the last enforcement order. These orders are set out below:

1. From the period from June 2022 to February 2026, the Father will pay the Mother \$350 per month as maintenance for the Child.
 2. From March 2026 onwards, the Father will pay the Mother \$575 a month as maintenance for the Child.
 3. Maintenance payments for the Child will be made on the 15th Day of each month into the account designated for payment by the Mother in writing to the Father. For avoidance of doubt, the Father shall not be entitled to set off any amounts spent directly on the Child by him from these fixed sum maintenance payments to the Mother.
4. On 10 December 2025, the Father filed an appeal against my decision in the variation applications. No stay of execution was ordered pending appeal.

5. On 16 December 2025, I heard this application and made the following orders:

- (a) Arrears from June 2022 to December 2025 are \$14,767.18.
- (b) These arrears will be repaid in monthly instalments on top of the monthly maintenance:
 - (i) January 2026 and February 2026 - \$150 a month arrears instalments and \$350 monthly maintenance for a total of \$500 each month.
 - (ii) March 2026 onwards - \$125 a month arrears instalments and \$575 monthly maintenance for a total of \$700 each month.
- (c) Payments to be made on the 15th day of each month into the Mother's designated account.

6. On 30 December 2025 the Father filed an appeal against my order. I set out below my grounds of decision.

B. THE LAW

7. The application was filed under s71 of the Women's Charter 1961. S71(1) and (2) as of 11 October 2024, provides that:

Enforcement of maintenance order

71.-(1) If any person fails to make one or more payments required to be made under a maintenance order, the court which made the order may do all or any of the following:

- (a) *for every breach of the order by warrant direct the amount due to be levied in the manner by law provided for levying fines imposed by a Magistrate's Court;*
- (b) *sentence the person to imprisonment for a term not exceeding one month for each month's allowance remaining unpaid;*
- (c) *make an enforcement order for attachment of a debt in accordance with the Family Justice Rules made under section 79;*
[Act 25 of 2021 wef 15/10/2024]
- (d) *order the person to furnish security against any future default in maintenance payments by means of a banker's guarantee which –*
- (i) *must be valid for such period (not exceeding 3 years) as the court may determine, starting from the date the order for security is made; and*
 - (ii) *must be for an amount not exceeding 3 months of maintenance payable under the maintenance order;*
- (e) *if the court considers it in the interests of the parties in the maintenance proceedings or their children to do so, order the person to undergo financial counselling or such other similar or related programme as the court may direct;*
- (f) *make a community service order requiring the person to perform any unpaid community service for up to 40 hours under the supervision of a community service officer.*
[2/2011; 27/2014; 7/2016]

(2) A sentence of imprisonment ordered under subsection (1)(b) does not affect or diminish the obligation of the person against whom the maintenance

order is made to make the payment or payments under the maintenance order which that person has failed to make, except that the court may, if it thinks fit, reduce the amount of any such payments.

8. In this regard, the applicable legal principles relating to the enforcement proceedings are well established.

9. In *Lai Ching Kin v Ng Chin Chye* [2001] SGDC 228, the District Court noted that the quintessential characteristic of enforcement proceedings is for a respondent to be given a chance to “show cause” (i.e. provide reasons which are satisfactory to the Court) why an enforcement order should not be made against him or her.

10. Whether a respondent had “shown cause” is a fact-sensitive exercise given the myriad of possible reasons why a person did not make payment in accordance with the terms of a maintenance order. Without being prescriptive or exhaustive, circumstances in which the Family Courts had found a respondent to have sufficiently “shown cause” include:

- (a) Where the parties had mutually agreed to a reduction of the amount payable pursuant to maintenance order or where there was an understanding (whether implicit or explicit) between the parties not to require strict compliance with the terms of the said order (see for eg., *Lai Ching Kin v Ng Chin Chye* [2001] SGDC 228 at [15], *UAE v UAF* [2017] SGFC 46 at [24] – [28] and *VAM v VAN* [2019] SGFC 96).
- (b) Where the respondent had went over and beyond what was required under the maintenance order and/or had provided additional support to

the complainant even though the payment modality may not have been exactly in accordance with the terms of the maintenance order (see *TDR v TDS* [\[2014\] SGDC 183](#) at [22] – [27]).

(c) Where a complainant had used monies belonging to the respondent to pay for expenses which were within the scope of the maintenance order such that the respondent should be treated as having paid for those expenses (see for eg. *TXY v TXZ* [\[2017\] SGFC 21](#)).

(d) Where a respondent had a good track record of payment but is facing genuine financial difficulties in keeping up with the payments (see for eg. *VSP v VSQ* [\[2021\] SGFC 71](#), a case involving financial difficulties brought about by the COVID-19 pandemic).

11. Ultimately, the touchstone of the inquiry is whether the making of an enforcement order would lead to injustice and/or where it would be inequitable to do so, given the circumstances and facts of a given case.

C. APPLICATION OF LAW TO THE FACTS

12. For completeness and for ease of reference during the hearing of this application, the Father agreed that the evidence in the Variation Applications would also be admitted for use in these enforcement proceedings. However, there was no new evidence presented before me during the hearing which indicated that I should change my views on the Father's ability to pay maintenance.

I. The Arrears

13. During the hearing, the Father also attempted to cross examine the Mother on specific items that she had been seeking reimbursement for under the original terms of the order. This was with the intention of deducting them from the monthly fixed sum maintenance I had ordered. I explained to him that this was not necessary since I had already ordered a backdated variation of the maintenance order and converted it to a fixed sum maintenance payment based on my own assessment of the child’s reasonable expenses. So we did not need to spend time evaluating the reasonableness of expenses incurred by the Mother from June 2022 to December 2025.

14. Despite this, the Father persisted with this line of cross examination and even challenged me directly – asking if I was determining that the items she was seeking reimbursement for were reasonably incurred. This argument completely missed the point I had made about the order being changed to a fixed maintenance payment. So to avoid an unnecessarily lengthy cross examination which would have contributed nothing to the assessment of the arrears, I limited his time for cross examination to 10 minutes, during which he continued to ask questions about the reasonableness of those past expenses.

15. Accordingly, I calculated the outstanding amount of arrears based on the amounts due under the previous maintenance order in MSS xxx of 2022, the amounts payable under the varied child maintenance order from June 2022 to December 2025 and deducting the amounts which the parties agreed the Father had paid since June 2022. I arrived at a total of \$14,767.18 as at and including December 2025 maintenance.

Description	Amount	Remarks
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Arrears as at 8 June 2022 under MSS xxx of 2022 (up till May 2022)	3,261.58	
June 2022 to December 2025 (maintenance payable on 15th day of each month under the varied order)	15,050	2022 – 7 months 2023 – 12 months 2024 – 12 months 2025 – 12 months A total of 43 months of \$350
Amounts paid by the Father from June 2022 to April 2024 – 72.80 a month	-1,674.40	2022 – 7 months 2023 – 12 months 2024 – 4 months A total of 23 months of \$72.80
Amounts paid by the Father from May 2024 to November 2025	-1,520	2024 – 8 months 2025 – 11 months A total of 19 months of \$80
Dec 2025	-350	
Total	14,767.18	

II. Showing Cause – The Father’s recycling of arguments in the Variation Application

16. Here, the Father repeated the arguments in the Variation Applications, essentially that he was unable to make payment as he had no full time employment since he lost his job in March 2020 which paid him a basic salary of \$7,000. I had already assessed those arguments in the Variation Applications and did not find them meritorious as I believed that he still had sufficient capacity to pay the Mother a minimum of \$350 a month from June 2020 onwards. He had an earning capacity of about \$5,000 and was actually earning \$1,500 a month with odd jobs. He was also insisting on living in a 4-bedroom

sized flat whose housing loan was being serviced by his aged Mother so that he could maintain the Child's original residence during the marriage. There was a misplaced sense of priorities which should have been used to address the expenses of the Child.

17. As stated in the Variation Applications, I accepted that the Father was currently not engaged in full time employment. Therefore I did not expect him to make a higher level of payment at this point. At an actual income of \$1,500, he should be able to pay \$500 of his salary for the Child, which meant \$150 in arrears and \$350 in monthly maintenance. When his income eventually increased to \$5,000 under his income capacity as determined in the Variation Application, he should be able to pay \$700 a month, which would be \$125 in arrears and \$575 in monthly maintenance.

D. CONCLUSION

18. For the foregoing reasons, I made all the above orders.

Goh Zhuo Neng
District Judge

The Mother in person;
The Father in person.

