

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF
SINGAPORE
[2026] SGFC 6**

FC/D 3584/2019
HCF/DCA 157/2025
HCF/DCA 158/2025
HCF/DCA 159/2025

VPN

... Plaintiff

And

VPO

... Defendant

GROUNDS OF DECISION

[Variation of Maintenance] [Variation of Access] [Variation of Care and
Control] [Custody]

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VPN

v

VPO

[2026] SGFC 6

Family Justice Courts — FC/D 3584/2019 (FC/SUM 1680/2024,
FC/SUM 2583/2024 and FC/SUM 931/2025)

District Judge Goh Zhuo Neng
28 October 2025 and 28 November 2025

05 February 2026

District Judge Goh Zhuo Neng

1. These are my grounds of decision on the following applications by the Plaintiff Mother (“**Mother**”) and Defendant Father (“**Father**”) to vary the terms of a consent order dated 6 March 2020, in respect of their child (born 2018 and aged 7 this year) (“**Child**”).

(a) FC/SUM 1680 of 2024 filed on 29 May 2024 (“**FSUM 1680**”) - Father’s application to vary the proportion of maintenance he must pay in respect of the Child. See **Annex A**.

(b) FC/SUM 2583 of 2024 filed on 14 August 2024 (“**MSUM 2583**”) – Mother’s application to vary the terms of the Father’s access to the child and for sole authority in issues relating to the Child’s education. See **Annex B**.

(c) FC/SUM 931 of 2025 filed on 28 April 2025 (“**FSUM 931**”) – Father’s application for sole care and control, sole authority in issues relating to the Child’s health and education, as well as the variation of maintenance and other orders relating to the school holiday school vacation, overseas, special day access, the Mother’s ability to change her residence, the making of derogatory and alienating remarks and a penal notice. See **Annex C**.

2. The above applications are not the first attempts by the parties to vary this order.

(a) On 25 November 2020, I varied the order on the application of the Father in FC/SUM 1323 of 2020. My grounds of decision was published as *VPN v VPO* [2021] SGFC 20 (“**VPN 1**”). The Father appealed against this decision but withdrew his appeal.

(b) On 20 October 2021, I varied the order following the application of the Father in FC/SUM 2124 and FC/SUM 2847 of 2021, and the Mother in FC/SUM 2789 of 2021. My grounds of decision was published as *VPN v VPO* [2022] SGFC 15 (“**VPN 2**”). The Father appealed against my decision and on 10 June 2022, the High Court in HCF/DCA 143 of 2021 made a further order that the child’s school holiday access is to be shared

equally between the Mother and the Father. None of my other orders were disturbed by the High Court.

3. The order as it currently stands in respect of the Child's custody, care and control, access and maintenance as it has evolved with the variations is set out at **Annex D – “the Order”**.
4. More recently, parties have also filed applications to enforce the Order.
 - (a) MSS xxxx of 2024 (filed on 3 May 2024) – Mother's application to enforce the payment of child maintenance (**“Enforcement Application”**). This matter had not been heard pending the resolution of these applications for variation.
 - (b) FC/SUM 66 of 2024 (filed on 8 January 2024) – Father's application for committal alleging 22 breaches relating to custody (**“Committal Application”**). On 18 June 2025, the Court found the Mother guilty of one breach of the joint custody order, fined her \$150 and ordered the Father to pay the Mother \$4,500 in costs.
5. There have also been other applications between the parties over the years, but for the purposes of providing context to the conduct of the parties and my decision, I have chosen only to feature the ones above.
6. On 28 October 2025, I heard the Mother's counsel and the Father who acted in person. On 20 November 2025, I released part of my decision affecting the sharing of the year end school vacation which was due to begin on 22

November 2025. The rest of my decision is set out at **Annex E** and on 28 November 2025, parties appeared before me to make submissions on the issue of costs and to fix the hearing date for MSS xxxx of 2024. My decision also addresses costs and a simple adjustment to my decision on school vacation on 20 November 2025 that I made on 28 November 2025.

A. THE LAW (VARIATION OF MAINTENANCE)

I. The Power to Vary Maintenance Orders

7. The law empowers the Court to vary maintenance orders made in the matrimonial context where there has been a material change of circumstances. In this regard, sections 118 and 119 of the Women's Charter (Cap 353, 2009 Rev Ed) provide as follows:

"Power of court to vary orders for maintenance

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

Power of court to vary agreements for maintenance

119. *Subject to section 116, the court may at any time and from time to time vary the terms of any agreement as to maintenance made between Father and wife ... where it is satisfied that there has*

been any material change in the circumstances and notwithstanding any provision to the contrary in any such agreement.”

8. Section 127 of the Women’s Charter further provides that Parts 8 and 9 of the Women’s Charter apply, with the necessary modifications, to a maintenance order for children made pursuant to divorce proceedings. This requires the Court to consider the following two provisions under Part 8 relating to spousal and child maintenance.
9. First, section 72(1) gives the Court the power to vary or rescind any maintenance order, provides further elucidation for the test for variation as set out in s118:

Rescission and variation of order

72.—(1) *On the application of any person receiving or ordered to pay a monthly allowance under this Part and **on proof of a change in the circumstances** of that person, his wife or child, or for **other good cause being shown to the satisfaction of the court**, the court by which the order was made may rescind the order or may vary it as it thinks fit. [Emphasis added]*

(2) Without prejudice to the extent of the discretion conferred upon the court by subsection (1), the court may, in considering any application made under this section, take into consideration any change in the general cost of living which may have occurred between the date of the making of the order sought to be varied and the date of the hearing of the application.

10. Next, section 73 emphasises that any variation of child maintenance must be reasonable and must be in the welfare of the child:

Power of court to vary agreement for maintenance of child

73. *The court may, at any time and from time to time, vary the terms of any agreement relating to the maintenance of a child ... notwithstanding any provision to the contrary in that agreement, where it is satisfied that it is reasonable and for the welfare of the child to do so.*

B. THE LAW (VARIATION OF CHILD ORDERS)

11. The Women's Charter 1961 ("Charter") provides that variations can be made to custody and care and control orders made by agreement or by order. I was of the view that the principles under both sections applied since the consent orders were made by agreements and by the order of court.

Section 128

"The court may at any time vary or rescind any order for the custody, or the care and control, of a child on the application of any interested person, where it is satisfied that the order was based on any misinterpretation or mistake of fact or where there has been any material change in the circumstances".

Section 129

"The court may, at any time and from time to time, vary the terms of any agreement relating to the custody, or the care and control, of a child,

regardless when the agreement was made, notwithstanding any provision to the contrary in that agreement, where it is satisfied that it is reasonable and for the welfare of the child to do so.”

12. Cases addressing the reversal of care and control have also stated the following principles:

- (a) The material change must be determined from the point the original orders were made, and the welfare of the child is the paramount consideration that has to be taken into account – *ATS v ATT* [2013] SGHC 156, [10] and [11].
- (b) A principled and pragmatic approach that considers the welfare of a child should be adopted in determining whether a material change in circumstances has occurred and the Charter s128 should not be read too narrowly. Relationships between parents and children are dynamic and the Court should also have sufficient flexibility to adjust orders relating to the child’s arrangements to suit the current circumstances facing the child. However, this should not encourage parties to pursue a variation of orders at the earliest opportunity and the court expects parties to do their utmost to make the ordered arrangement work – *AZB v AZC* [2016] SGHCF 1, [15] and [16].
- (c) The power of the Court to a consent order under the Charter s129 should also be exercised sparingly and only in exceptional circumstances. Generally, a consent order is a contract negotiated and agreed upon by parties and the court would be slow to re-write their contract. If consent orders could be lightly changed, one party could lead the other to believe

that obtaining a consent order would end their dispute, only to vary the agreement when the bargain was not to their liking – *VWQ v VWR* [2022] SGHCF 5, [9]

- (d) Switching care and control is a remedy that can be adopted if a judge finds that the parent having care and control has been either deliberately or unconsciously interfering with the bond between the child and the other parent – *ABW v ABV* (2014) 2 SLR 769, [29]

13. I am also mindful of comments made in *TSH v TSE* [2017] SGHCF 21 about the concept of the welfare of the child:

- (a) That all facts in the case must be considered [74].
- (b) That there is no pre-fixed hierarchy of facts or considerations [74].
- (c) The analysis of the child’s welfare must begin by identifying the child’s needs. Once these needs are identified, the court must then consider whether those contending for responsibility over care of the child will be able to meet them [76].
- (d) Closely connected to their ability to discharge their responsibility of care is their relationship with the child, the desirability of the child maintaining a good relationship with parents to the best extent possible and the impact upon the child of any changes envisaged for the child [76].

C. GENERAL OBSERVATIONS

14. Before I address the applications, I would like to make some observations.

15. There have been considerable developments in the child’s life since the order had been made (at age 2) and last varied in June 2022 (at age 5) when he was in kindergarten. By the time of the hearing in 28 October 2025, the child had already started his first year of formal schooling in primary school (age 7) and he will be due to start his second year of primary school in 2026, which is about one month away.

16. However, the Father’s regular schedule with the child under the order has largely remained unchanged since the order was made, save that in *VPN* 2:

(a) On October 2021 I ordered each party to be responsible for sending the Child to preschool/childcare and picking him up during their time with the Child.

(b) Upon appeal on 10 June 2022, the parties were ordered by the High Court to share half the school holidays.

17. So even leaving aside the parties’ own allegations against each other, it is time for Order to be updated so that the parties’ time spent with the Child can better support his growth in the future.

D. WHETHER TO REVERSE CARE AND CONTROL TO THE FATHER/ CONSEQUENTIAL ACCESS ORDERS/ PROHIBITION ON PARENTAL ALIENATION/ PENAL NOTICE

18. First, I deal with the Father’s application in FSUM931 to reverse care and control (paragraph 4) and consequentially his prayers for access (paragraph

5). As the allegations in his application are also connected to prayers sought on prohibition against parental alienation i.e. communications with third parties in an educational context and with the Child (paragraph 2) and the requirement for a penal notice to be inserted in the order specifically against the Mother (paragraph 9), my findings of fact on this point will also determine my decision on these other prayers.

19. The Father's intention to file FSUM931 was communicated to me at a case conference on 17 March 2025. At this point, the hearing for the Father's Committal Application had concluded (on 12 March 2025) and parties were awaiting the decision of the judge. The Father explained that in this variation, he would be relying on facts that had emerged during the hearing of the Committal Application. He eventually filed FSUM931 to reverse care and control on 28 April 2025.

20. In FSUM931, the Father alleged that the Mother had breached the joint custody order, preventing him from being involved with the Child as well as depriving him of access. These allegations were mostly unfounded and based on an incorrect understanding of the law on custody and care and control.

I. The Law on Custody Care and Control

21. I summarize below the law on the relationship between Custody and Care and Control.

22. In *CX v CY* [2005] 3 SLR(R) 690 (“*CX v CY*”), the Court of Appeal held that custody concerns the long term decision making for the welfare of the child, while care and control concerns the day to day decision making for the child [33].

23. Some examples of Custody decisions referred to in *CX v CY* include:

- (a) The type of education the child shall receive [33]
- (b) The school that the child should go to [33]
- (c) The tutors that a child shall have [33]
- (d) Major healthcare issues [35]
- (e) Religion [35]

24. Some examples of Care and Control decisions referred to in *CX v CY* include:

- (a) How a child should dress [33]
- (b) How a child should travel to school [33]
- (c) What sport he should take up [33]
- (d) Which musical instrument he should play [33]

25. The High Court decision in *YG v YH* [2008] SGHC 166, at [9] also clarified that parties should also take a sensible approach towards the exercise of custodial rights and not be overly insistent on or calculative in respect of their rights. Joint custody does not require a spouse to consult the other spouse on every minor health issue of the children, but to consult on every intended hospital admission or hospital procedure unless it is not possible to do so as in the case of an emergency. In such a scenario, the spouse with

physical care of the child at the time of hospitalization is perfectly entitled to make decisions in emergencies or when time is of the essence and the other spouse is uncontactable.

26. In *WZF v WZG* [2025] SGHCF 1, the High Court also considered the issue of whether one party should have a veto power over specific decisions affecting the child e.g. for education related matters. The High Court was of the view that such a veto would trivialize the role of the parent who has no such power, allowing their word to be ignored [23]. Meaningful discussions between the parties will not be possible and this deprives parties of being able to see each other as partners with the common goal of ensuring that the child flourishes [23]. However, a veto power may be required where the relationship between the parties is so dysfunctional that the Court, rather than the parents, would end up making all the key decisions on behalf of the parents. This veto could be a useful way of minimizing the ongoing friction between the parties [24].

27. The above decision of *CX v CY* makes it clear that the Mother as care and control parent had sole authority to determine the day to day issues of the Child, including matters relating to non-school subject enrichment. However, decisions relating to subject tuition would be decided as a matter of custody. In the current scenario, I take the view that tuition here would only encompass tuition classes for the Child's subjects after he had begun formal primary school education. Any classes up to that point would be regarded as enrichment, as they would not be based or addressing any formal educational curriculum.

II. Father's Claims to be a Better Care and Control Parent

28. The Father claimed that he would have more time for the Child and be able to take better care of him. He provided examples of how the Child would put on more weight after living with him during the school holidays, the amount of time he spent with the Child, how he was able to complete the Child's schoolwork with him. Emphasis was placed on how he would be able to devote personal time to the development of the Child. In contrast, he alleged that the Mother travelled frequently, used the Maternal Grandmother to carry out handovers and left the Child behind alone but was not even able to provide more than 2 occasions on evidence where this had taken place.
29. I need to set the context. As I will explain below in the section on child maintenance, the Father had not been in full time employment for 4 years. Naturally he had the benefit of being able to live and work flexibly. However, this state of affairs cannot be allowed to continue. The Father had an income of \$7,000 at the time he lost his job and it would not be fair for him to delegate that financial responsibility for the Child to the Mother while he took over care and control of the Child.
30. So against this context, it was understandable that there would be occasions where the Mother might not be able to help the Child complete his work on time. This was after all his first year in primary school and adjusting to the new schedule required some time. The issue of the Child's gain was never a problem and I had addressed this in *VPN* 1 (paragraph 11 to 20) and *VPN* 2 (paragraph 9(d)). At the end of the day, she was a working parent who

had to balance both a job and caregiving and she was entitled to use all the help she could get to drop off the Child for handovers and pick-ups.

31. When I asked the Father during the hearing how he expected to provide full time caregiving to the Child if he got a full time job, he said he would ask if the employer could make an accommodation and if not, there were always ad hoc jobs. He also repeated his point that he deeply loved the Child and that a primary caregiver should carry out the caregiving personally and not delegate. I have no sympathy with that mindset. I can accept that jobs are harder to come by these days, but this is all part and parcel of balancing the needs of the Child with providing financially for him. Plenty of parents in Singapore work to provide a dual income to support their children and family. Their children also learn other things, such as being able to be independent and to respect the value of being gainfully employed. I am not advocating complete neglect of the Child in pursuit of a career, but I do not see why a special dispensation should be given for an individual with a history of gainful employment like the Father to use his career slump as a weapon to engineer the reversal of care and control.

32. I also must remind that the caselaw on the reversal of care and control sets a high threshold, focusing on whether the current caregiver is harming the Child or alienating the Father. It is to these arguments that I now turn to.

III. Allegations of Breach of Custody

33. A brief discussion of the Committal Application is necessary to understand the Father's allegations in FSUM 931 that the Mother had breached the

Order. As it stood, the Order gave the parties joint custody of the Child, but provided that the Mother had a veto power on preschool and childcare institutions and that she had to notify the Father of her choices.

The Committal Application

34. In the Committal Application. The Father had alleged that the Mother had committed 22 breaches, most of them being breaches of the joint custody aspect of the Order, namely that:

- (a) The Mother had breached her Joint Custody obligations by not allowing him to have access to the child's pre-school application that provided parents with the child's day to day progress, allowing the child to participate in performances and attend excursions in his pre-school as well as culinary and art classes at the People's Association without notifying or obtaining the Father's consent, not informing him of bumps and scrapes suffered by the child in school.
- (b) That the Mother had enrolled the child into [A] preschool in September 2020 without consulting him, despite the applicable court order stating that the enrolment of the Child in preschool at that age would be decided solely by the Mother.
- (c) That the Mother had enrolled the child into [B] Preschool at Bishan from 29 September 2023 without consulting him as required under the order.

(d) Failing to provide the Father with the specific address of the child's pre-school at [B] Preschool at Bishan, even though her lawyers had specifically notified him of the branch (though not the address).

(e) Failing to allow the Father to have access to the child from the childcare centre.

35. As can be seen, the Father had taken a selectively broad interpretation of custody to mount his Committal Application. This was pointed out by the Judge hearing the Committal Application who pointed out that in most instances, the Mother was clearly exercising her authority as Care and Control Parent, or as prescribed under the Order to make educational decisions for the Child as a matter of Custody. The allegations of breach of access were also not made out.

36. The Judge hearing the Committal Application found that accordingly, the only breach of the Court Order was the Mother's enrolment of the Child in [B] Preschool at Bishan from 29 September 2023 without consulting him as required under the order.

37. As the Judge took the view that the Mother had mitigating circumstances for doing so, she imposed a \$150 fine. For completeness, I will also share paragraph 18 of the Judge's written decision which sets out the Mother's reasons that were accepted:

"The Father contends that the Mother unilaterally enrolled the Child into [B] @ Bishan since 29 September 2023 without first seeking his consent. Accordingly, she is in breach of the Joint Custody Order. The Mother admits

that she had breached the Joint Custody Order in this case but in mitigation provided her reasons as to why she did so. According to her, the child's enrolment at [A] was abruptly terminated in September 2023 by the school and she was provided with less than a month's notice of this termination. At the time, there were barely two (2) months remaining in the academic year. As a result, she felt forced to scramble for alternative arrangements for the child during what she considered the most crucial phase of the child's early education and was concerned that he would be permanently disadvantaged. She also explained that she had been given to understand at the time that the school had terminated the child's enrolment as there had been issues between the Father and the school and the school did not want any further issues. This was disputed by the Father."

The Father's Reliance on Alleged Committal Breaches in FSUM 931

38. In support of his application in FSUM931, the Father relied on these facts, characterizing them as examples of how the Mother was unilaterally making education and healthcare decisions without him. However, the Court's decision in the Committal proceedings which was released on 18 June 2025 affirmed that save for the single incident referred to above which was committed in mitigatory circumstances, the Mother had not committed any breaches of the Order.

39. Yet even after receiving this decision on 18 June 2025, the Father continued to insist in his written submissions that these acts amounted to breaches of the Order. When I asked him at the hearing on 28 October 2025 to clarify why he was still repeating these arguments, he said that (i) he was only a litigant in person and had relied on statements made on the websites of "expert lawyers" (ii) that the views of the Judge who had heard the Committal Application were not shared by other judges of the Family

Justice Court (iii) the singular breach of joint custody by the Mother was a cardinal one and justified a reversal of care and control (iv) that even if the issues relating to enrichment classes and school outings fell within the ambit of enrichment, they were still custodial decisions for the health of the Child as knowing the location of the Child was important to him.

40. Save to say, I did not give these arguments any credibility. The Father was not as ignorant about the law as he claimed and had already been set straight by the Court in the Committal Application. Yet he insisted on pushing his version of the law.

IV. Allegations of Alienation (Deprivation of Access)

41. The Father also claimed that he had been denied access to the Child. In his final affidavit filed on 23 July 2025, he raised four instances in which he had been deprived of access.

1 May 2025 (Thursday)

42. The Father claims he did not get access on that Thursday. According to the order, the Father is entitled twice a month to fetch the child on Thursday at 1.30pm instead of Friday for the weekend, and these Thursday access dates are to be decided by the Mother.

43. The emails between the parties show that parties would agree the Friday and Thursday pick-ups in advance, but as the Father had picked up the Child on 10 April (Wednesday) in breach of the order thus gaining one additional day

of access, the Mother had to adjust the agreed schedule once on 11 April 2025 for consistency, which the Father agreed to.

44. Unfortunately, she subsequently realized that she would not be able to secure help to arrange the handover of the Child on one of the agreed Fridays (18 April 2025), and notified the Father that they had to return to the original schedule which meant the Father's Thursday access on 1 May 2025 was changed back to 17 April 2025, and he would pick-up the Child for the weekend on 2 May 2025 (Friday).
45. The Father disagreed, not because he was unavailable but because he did not want to agree to a change twice. He challenged the Mother's ability to make this change – even though the Order stated that she had authority to determine the Thursday access dates and made a police report on 1 May 2025 alleging a breach of the Order. In my view there was no breach at all. The Mother was simply exercising her powers under the order to determine the Thursday dates and there was no intention here to deprive the Father of access.

5 May 2025 (Monday)

46. This was a school holiday given on a Monday in lieu of Election Day which took place on 3 May 2025 (Saturday) and the Order provides that the parents shall share the school holidays equally. However, the Order does not specify exactly how it is to be shared. In this regard, the Father had written to the Mother proposing that his half share (12 hrs) of the 5 May 2025 holiday be

split into two 6hr slots as an extension of his regular access. The Mother did not reply to him and on 5 May 2025, the Father filed a police report.

47. I would not be so ready to call this a breach as there was no prescribed manner of sharing the school holidays and as the academic year 2025 has not been completed, it is not clear if the Father has actually been deprived of half the school holidays this year.

June Holidays

48. The Father claims that the Mother prevented him from seeing the Child for 2 weeks as she had chosen to split the June Holiday access into blocks of two weeks instead of blocks of 1 week. In my view there was no breach here as all the Order requires is that the parties share the school holidays equally and as far as the June holidays are concerned, the Father got his half.

7 July 2025 (Thursday)

49. This was a school holiday given on Thursday for Youth Day. The Father's grouse here is not that the Mother refused to give him half the school holiday but that she refused to give him what he regarded as his 12 hour "half" of the school holiday as two blocks of 6 hour extensions to his regular access dates. In an email dated 7 July 2025 to the Father, the Mother explained that she could split the remaining four school holidays in the year equally, but with each parent taking two days each. Accordingly, there was no breach.

V. Allegations of Alienation (Exclusion from Involvement in Child’s Life)

50. In a similar vein, the Father also referred to the same incidents and other examples where the Mother had informed the Child’s pre-school and primary school not to provide the Father with access to the parent communication applications. I consider some of these examples below:

- (a) [G] – The Father provided correspondence from the preschool stating that based on their records, the Father would be assigned “Guardian”, instead of “Parent” status for the Child’s preschool communication application.
- (b) [A] – The preschool informed the Father that in respect of access to the preschool communication application, the school would follow the direction of the parent with care and control of the Child and that he should seek the Mother’s permission if he wanted to have access to the application.
- (c) Excerpts of an alleged conversation dated 8 February 2022 with a Ms [C] from the Early Childhood Development Agency where she claimed that a person named “[D]” from the child’s preschool ([A]) had said that the reason why the preschool was not sharing information with him was because of an instruction from the Mother. I was careful not to rely on this as Ms [C] did not file an affidavit and she did not know she was being recorded. Her account of “[D]’s” position is also hearsay as she

did not communicate directly with the Mother and was relying on what “[D]” had told her.

(d) Excerpts of an alleged conversation dated 15 April 2022 with a Ms [F] who was the head of the Primary 1 in [E] Primary School. Here, Ms [F] shared with the Father that the Mother had asked why there were more many parent and WhatsApp group chats at the primary school level than preschool. Ms [F] had explained to the Mother that she could not prevent the Father from having access to the ClassDojo application and parent’s group chats on WhatsApp. Ms [F] also said that the Mother agreed with her - “She say ya I agreed with that”.

51. The above communications at (a) to (b) indicate the different approaches taken by preschools towards the amount of access to school information and communication applications. There was a tendency to prefer to communicate directly and seek authorization from the care and control parent in matters requiring parental authority and application access. I would not fault the Mother for this.

52. As for the allegations in (c) and (d) that the Mother was deliberately trying to exclude the Father from receiving information from the school, I make the finding that she was the care and control parent in charge of the Child’s day to day activities. She was legitimately exercising her rights as care and control parent in trying to ensure that there was one channel of communication through to her. I also appreciate that given the Fathers’ aggressive conduct in pursuing every single incident involving the Child in preschool (which I will address later), that the Mother was concerned about

providing information to the Father about every single scratch, injury and affront to the Child.

VI. Conclusion

53. The Father's allegations against the Mother were driven by a strong desire to impose his own interpretation of the law. He picked and chose which aspects of the law he wanted enforced and even when proven wrong in the Committal Application, continued to insist that he was right. More aspects of this dogmatic and aggressive personality would surface in his conduct with the Mother in respect of the Child's school matters which I will address in depth below.

54. Therefore, I dismiss the Father's prayers for a reversal of care and control and the consequential reduction of the Mother's access to the Child. I also dismiss the Father's prayers for orders prohibiting parental alienation i.e. communications with third parties in an educational context and with the Child as well as for a penal notice specifically for the Mother. However, what I will order here is that a penal notice be inserted in the Order which applies to both parties. This will remind both parties, in particular the Father to take heed of my point that Court orders need to be followed.

E. SOLE AUTHORITY TO MAKE ALL DECISIONS IN RELATION TO THE CHILD'S EDUCATION AND HEALTH AND FOR DISPUTES ON RELIGIOUS MATTERS TO BE REFERRED TO MEDIATION

55. I now turn to address the parties' prayers on authority over educational, health and religious matters. Both parties essentially wanted full authority over educational matters whether they were day to day or long term, with the Mother wanting to restrict the Father's interaction with the child's school. The Father also wanted full control over health matters and for religious matters to remain a custodial decision but with the authority to refer disputes to mediation.

I. Education Decisions

56. The Mother's concern with educational matters was that the Father was difficult to work with, citing his conduct during the Child's primary school registration exercise in 2024. The Father referred back to his allegations of alienation by the Mother in withholding access to the Child's school teachers, which I have already addressed. When I probed him at the hearing on why he felt that his sanction was needed even for school outings or enrichment classes, he explained this was necessary as these issues were tied to the safety of the Child and he needed to know at all times where the Child was. I did not think this was sufficient reason. If there were any safety issues that arose, the Mother could always be contacted by the vendor or school.

57. Here, I think it is important to consider both the Father's dealings with the Mother in respect of the Child's Primary One Registration and his engagement with the staff in the Child's kindergarten. They indicate that he had a combative nature which did not lend itself well to co-parenting.

Primary 1 Registration

58. Having considered the correspondence provided by both parties on this, I made the following findings of fact:

- (a) On 25 March 2024, the Mother wrote to the Father with her proposed choices of primary school for the child – [H] School and [E] Primary School.
- (b) Between 25 March 2024 to 4 June 2024, the Mother claimed that she had sent further emails to the Father. While these emails were not exhibited, it was not disputed by the Father that they were sent.
- (c) On 4 June 2024, the Father finally responded saying he was still considering the matter and that he would comply with MOE timelines. It had been more than a month since the Mother first wrote to him. On 19 June 2024, the Father responded, disagreeing with the choice of [H] School.
- (d) On 10 July 2024, the Mother informed the Father she would be registering the child in [E] Primary School as proposed by the Father.

(e) From 11 to 12 July 2024, Phase 2A of the primary school registration took place. From 22 to 23 July 2024, Phase 2B of the primary school registration took place. The child was not able to get into [E] Primary School in either phase.

(f) From 23 July 2024 to 1 August 2024, parties were discussing which school the child should be enrolled in for both Phase 2C and Phase 2C supplementary. The Mother wanted the child to be enrolled in [E] Primary School for both phases. The Father wanted the child to be enrolled in [E] Primary School for Phase 2C and [K] Primary School for Phase 2C supplementary. Eventually the Mother agreed with the Father on 1 August 2024.

(g) From 30 July to 1 August 2024, Phase 2C of the primary school registration took place. Parties confirmed that the Child is now registered in [E] Primary School.

59. I am not going to comment on which parent made the better choice of school. I was more concerned with the conduct of the Father during this process. What troubled me here was:

(a) The Father's long delay in responding to the Mother's initial email on 25 March 2024. He only provided a substantive reply on 19 June 2024, nearly three months later. While I appreciated that this was still 3 weeks before Phase 2A closed, given the importance of the primary school registration process, he should have been more responsive.

(b) The Father’s unnecessary use of personal and hurtful remarks against the Mother when he wanted to get his way.

- a. Email dated 27 July 2024 – “What else do you have to argue, you never change, always think you know better when you don’t. It is good to have confidence but being complacent without any justification is **no difference from an empty vessel.**”
- b. Email dated 8 July 2024 – “You said I am not cooperative? My email reply to you dated 19 June 2024. You read and replied with **more ridiculous self-views of your supremacy** in your decisions as the ONLY RIGHT VIEW...”.
- c. Email dated 8 July 2024 – “If you have problems containing your emotions and incapable to remove your mental blocks, it is **very high recommended for you to re-visit [M] for more medication and treatments and the senior consultant doctors from the Institute of Mental Health (IMH) you had prolonged treatment at...**”
- d. Email dated 8 July 2024 – “Your **PSLE score are very bad you know, and your secondary school results even worst.** You ended up in a less than known “[N]” and **your secondary school results REMARKED “ITE”.** Your parents did not use “future planning “ for you, **please please kindly do not repeat in your parent’s foot steps on (son).**”
- e. Email dated 19 June 2024 – “[H] is not an SAP school form my research done. I personally knew of two adult persons whom I am familiar with. **One being a graduate from the school with criminal records, whom ended up in ITE school.** Second being another graduate from the same school with also criminal records,

whom ended up not even in ITE (if I am not wrong), whom even gotten her face in the newspapers headlines for assaulting police officers and jailed, whom even am involved in the biggest laundering case in Singapore's history as a party in the laundering process."

(emphasis in bold and underline)

60. I take the view that decisions of such importance do require more responsiveness and courtesy. Parties are entitled to their views and while I appreciate that it can sometimes be frustrating to persuade someone who holds a different view, there is no need to behave as unpleasantly as the Father did. Referring to the Mother's parents, calling her names, belittling her level of education, using her mental health issues against her, this sort of behaviour does not have a place in the co-parenting process.

Interactions with the Child's Kindergarten

61. The Mother also cited her concerns with the Father's engagement with the Child's preschools which resulted in them terminating his enrolment with them.

(a) [A] Childcare – terminated on 29 September 2023, citing the "*observance of behaviors that have been unsettling and disruptive to our learning environment*".

(b) [B] – terminated on 26 April 2024, citing that "*There have been recurring issues regarding adherence to our dismissal protocol, which causes distress among our staff and disruption to our operations.*"

Despite our efforts to address this, we were not able to reach a resolution with (the Father).”

62. I will address each of these interactions below.

[A] Childcare

63. In respect of [A] Childcare, the Father was accused by the Mother of harassing and abusing teachers and staff. They terminated the Child’s enrolment on 29 September 2023, citing the “*observance of behaviors that have been unsettling and disruptive to our learning environment*”.

64. I understood there was quite a bit of water under the bridge. In 19 June 2022, following an incident where the child had sustained a bruise to his forehead, the Father made a formal complaint to the Early Childhood Development Agency (“ECDA”). An investigation was carried out and the ECDA notified the Father by email dated 4 March 2022 that there had been lapses and non-compliance with the Early Childhood Development Centres Act and Regulation.

65. This incident affected the Father’s trust in the preschool and set the tone for future correspondence. Consequently, it appears that he ceased to communicate with his son’s teachers, preferring to escalate matters to the Principal. Threats were made to make a further complaint to ECDA when he felt he could not get his way. It appeared that he had absolute faith in the Child’s recollection of events, which made it difficult for him to accept

alternative explanations even when investigations were carried out by the preschool.

66. Here, the Mother produced WhatsApp messages between the Father and the Principal where:

- (a) In March 2023, the Father accused two teachers in the school of trying to cover up an incident where the Child was allegedly kicked by another child on the head while climbing up the ladder in the playground. The Father disagreed with the Principal’s finding that the other child’s feet had accidentally made contact with the Child’s head while the Child followed behind him on the ladder. He then threatened to submit the matter to the ECDA.
- (b) In July 2023, the Father accused a school teacher of giving the Child a lesser portion of porridge than his friends. The Principal explained this was because the Child would gag if given more food. Eventually the Father asked that a video of eating times be taken to verify that the children were being given the same portion. He then followed up with a long tirade on previous incidents involving his child and the treatment of the matter by the previous principal. Threats were also made to go to ECDA.
- (c) In September 2023, the Father accused the Principal and teachers in the school of hiding the fact that the child fell in school, even though they had notified the Mother. He then accused them of carrying out “little

acts” behind his back as he had threatened to involve the ECDA (Early Childhood Development Agency) in his efforts to “protect” his son.

67. It was not possible for me to determine whether the Father’s allegations against the teachers were made out based on the evidence provided. However, the conduct of the school did not appear to be high handed and they handled the Father’s with courtesy. The incidents in subparagraphs(a) and (b) above were relayed by the Child to the Father and were hearsay in nature. There was no objective evidence to rely on. As for the incident in (c), I accept that the teachers had adopted an approach where they would notify one parent.

68. In the circumstances, I could understand why [A] eventually decided to terminate the Child’s enrolment. While it was not specifically mentioned, it had simply become too difficult to continue dealing with the Father who threatened to escalate all matters to ECDA and refused to trust the school’s position. So the principal decided that it was best for parties to move on with a different school.

[B] preschool

69. In contrast, the Father’s conflicts with the staff of [B] arose as a result of the Father also resorting to an aggressive approach to enlarge his rights of access and other issues affecting the Child. The terminated the Child’s enrolment on 26 April 2024, citing that *“There have been recurring issues regarding adherence to our dismissal protocol, which causes distress*

among our staff and disruption to our operations. Despite our efforts to address this, we were not able to reach a resolution with (the Father).”

70. As provided in the Order, the Father would have access from Friday 8pm to Sunday 10am, and then from Thursday 1.30pm to Sunday 10am on alternate weeks or 2 weeks a month. The Father would pick-up the child at Bishan MRT and the Mother would collect her from Serangoon MRT.

71. This was an order that was made in 2020 when the child only 2 years old and not in preschool. However, as he began to attend preschool, tensions emerged between the parents as the Father’s took the view that the Child should not attend preschool during his access. In *VPN 2*, he prayed that the Child stay with him from Thursday morning through to the weekend, which would effectively ensure this outcome. I dismissed this prayer and ordered the parties (including the Father) to pick-up the Child from preschool during their access.

72. What happened next was that the Father started picking up the child earlier from the [B] preschool and subsequently from [G] (which was the preschool the Child was enrolled in after that. The pick-up would usually take place between 3.30pm to 3.40pm on Thursday and Fridays as proved by screenshots of the Child. This meant the Child would miss some of his enrichment with the pre-school, which ended at 5pm to 5.30pm.

73. In respect of [B], this continued from 10 November 2023 to 24 May 2024, for a large part of the Child’s enrolment with the preschool.

74. Having read the school's termination letter which listed the cause of termination as a failure to comply with dismissal protocol which caused distress to the staff, this was clearly a reference to the Father's decision to come and pick-up the Child earlier. In fact, the Mother had already sent emails to the school raising this as a concern.

(a) In an email dated 17 November 2023, the preschool's principal explained to the Mother that if the Father picked up the Child before 5pm she could only advise the Father on their curriculum hours.

(b) In an email chain dated 25 January 2024, the Mother reminded the preschool's principal that the school should let the Father know that the Child should not be released early. The principal replied to say that this had been communicated to the Father who disagreed as it overlapped with his access.

75. The Father pointed out that other preschools, such as [A], allowed children to leave earlier. He also provided pictures of other parents who were withdrawing children from [B] between 3.30pm to 3.40pm.

76. I note too that on the 2nd day of the Child's enrolment in [B], on 8 November 2023, the Mother had instructed the school not to release the Child to the Father, but to the Maternal Grandmother. This resulted in a stand-off between the Father and the school, who eventually backed down after the police got involved and the Father produced the order. The Child was released to the Father eventually.

77. The Mother followed up with a lawyer's letter to the preschool on 8 November 2023, asserting that the school should limit their interaction with the Father and direct communication from him to the Mother instead. The letter also prescribed that the Court order provided that that the court order required the Father's access to the Child began after preschool ended.

78. Considering the above, I am of the view that the school found themselves caught between the Father and the Mother whose interpretation of my orders differed. It was likely to have been distressful for the staff to have to explain to the Father why he could not remove the Child early. It would also have been disruptive for the Child's learning as he was being removed so regularly from the preschool. I appreciate that [A] had informed the Father the Child could leave early, but this was a different preschool. The examples provided by the Father of children leaving early were not helpful either as we could not be sure if these children were leaving early on as regular a basis as the Father. More importantly, the right of their parents or guardians to pick them up was not governed by a court order as it was in the present case.

79. On the preschool's protocol, the Father cited a statement on their website which stated:

"When it's time to leave, emphasis that you will be back to pick him/her up in the afternoon and that you are excited about the day of school. Be specific about the pick-up time in a way that your child can understand. For instance, you can say "I'll be back after you have had your afternoon nap and snack."

80. Read together with the Child's curriculum where naptime and snack concluded at 3.30pm, the Father relied on this example to justify picking up the Child after 3.30pm.
81. I took the view that this was just a statement that was provided to assist parents with a guide on how to manage their children's anxiety when dropping them off at school. I should point out that the statement "*I'll be back after you have had your afternoon nap and snack*" would not apply in all scenarios, especially in the present case where the Child was attending further enrichment after 3.30pm.
82. However, leaving aside the school's protocol, what I am more concerned about here is a refusal by the Father to comply with the variation I had made in VPN 2. Ordering that both parties should pick-up the Child after preschool, I had explained at paragraph 14 of VPN 2 that "*I felt that it would be in the best interests of the Child to attend preschool regularly. This would help to familiarize the Child with the routine of attending classes, and the Child would also benefit from socializing with other children.*"
83. Therefore, in this scenario, the Mother was correct to insist that the Order provided that the pick-up of the Child by the Father on his access days should only take place after the curriculum had concluded i.e. between 5.00pm to 5.30pm as the case may be. It was unfortunate that the Father found a way to disagree and take the Child out of school before the conclusion of the curriculum simply because he felt the remaining classes did not matter. The preschool understandably did not want to be caught in the middle and decided to terminate the Child's enrolment.

84. What appears clear from the Father's conduct and the disputes above is that it would not be easy for any school to have to be caught in the middle of a disagreement between both parties on the interpretation of the order. This would ultimately be disruptive to the child's schooling and the parents must speak with one voice. If they are not able to, then it should be the parent with care and control of the child who the school communicates with.

Conclusion

85. As explained above, the Mother will continue to have sole authority to determine matters affecting the Child's day to day matters as I have dismissed the Father's application to reverse care and control. While I accept that there is certain information and involvement required by the Father, this should not be treated as some kind of reporting exercise and I will set out exactly what this means.
86. The Father has to accept that the Mother gets to decide the Child's day to day activities, whether they are academic or extracurricular. That is the authority given to the parent who has care and control of the Child. She has enough on her plate and does not need to consult or notify the Father of every single matter that affects the Child. While caselaw has also opined that the choice of academic enrichment is a custodial issue, given the level of disagreement between parties on all educational matters and the Father's aggressive and hurtful manner of conducting himself in these discussion, I feel it is better to extend the Mother's custodial authority in this regard and empower her to have sole authority to make decisions on the Child's academic enrichment classes too, subject to giving the Father the

opportunity to share his views. Here, I would subject the Father to a deadline to respond to the Mother's consultation and 48 hours seems fair.

87. The Mother would also be the only point of contact with the Child's school and any vendors of extra-curricular classes scheduled for the Child, as well as his classmates and their parents. This would minimize the possibility for conflict between the parties spilling over and affecting the Child's participation in school or other classes.

88. Any obligation to notify by the Mother would only extend to events or activities which require or allow the attendance of both parents, tuition classes for the Child's academic subjects in school, and enrichment classes that occur on the Father's access.

89. There is a balance to be struck here. In order to exercise his access meaningfully and participate in the development of the Child, the Father must also be allowed to have access to the Child's ClassDojo application. This application will help the Father to track the Child's academic progress and even help him with his school work. Of course, the main responsibility for coordinating the completion of school work and assignments still lies with the Mother who has care and control of the Child.

90. The Father would also be entitled to have copies of the Child's Report Book/Card, though the Mother would have authority to sign it. Similarly, where the Child's primary and secondary school is concerned, the Father will have the right to attend activities that require or which allow the attendance of both parents. During these events, he shall be able to interact

with the Child's teachers, classmates and parents. I still expect the Father be responsible for knowing when these events take place if they are referred to in the ClassDojo application, but if they are not, then the Mother will be required to notify him of them.

91. To ensure that the Father's access is not fettered by the scheduling of classes for the Child outside of his school curriculum, I also order that if the Mother is scheduling classes (academic or non-academic) that take place during the Father's access with the Child, the duration of the class shall not exceed 1 hour each day.

92. Therefore, I make the following orders:

- (a) In respect of the Child's education, the choice of secondary school and his choice of subjects in secondary school will be an issue of joint custody.
- (b) The Mother will be the sole point of contact with the Child's primary and secondary school, his teachers, parents of his classmates and any other member of the school's staff on all matters concerning the Child. She will also have sole authority to decide on whether the Child shall attend any excursions or activities (including the extra-curricular activities) proposed or organized by the school and does not need to consult the Father. There is no need for the Mother to notify the Father when the Child attends any events or activities proposed or organized by the school unless it requires or allows the attendance of both parents and is not set out in the Child's ClassDojo application (or equivalent).

- (c) The Mother will have sole authority to decide on whether the Child attends tuition classes for the Child’s academic subjects in school (“**Tuition**”) or non-academic enrichment classes (“**Enrichment**”) and the vendors for Tuition and Enrichment. Likewise, she will be the sole point of contact with the vendors and its staff.
 - i) For Tuition, the Mother must consult the Father first for his views on the choice of subject and vendor and he shall have 48 hours to respond, after which the Mother may exercise her sole authority to make the decision, which she must notify to the Father of her choice.
 - ii) For Enrichment, there is no need for the Mother to consult the Father, but she must notify the Father of her choice if this takes place during his access.
- (d) The Mother may schedule Tuition and Enrichment to take place during the Father’s access with the Child, but the total amount of time scheduled for Tuition and/or Enrichment may not exceed 1 hour on each day of access.
- (e) The Father will be given access to the ClassDojo application (or equivalent) used by the Child’s primary or secondary school to disseminate information on the Child’s education and assessments, but for avoidance of doubt, only the Mother will be permitted to contact the Child’s teachers, parents of his classmates and any member of the school’s staff through the ClassDojo application (or equivalent).

- (f) The Father will be provided with soft copies of the Child's Report Book/Card by the Mother within 24 hours after receipt of the Report Book/Card. However, the Mother shall be authorized to sign the Child's Report Book/Card on behalf of both parents.
- (g) The Father will be entitled to attend all events and activities organized by the Child's primary or secondary school, which require the attendance of both parents (e.g. Parent Teacher Meetings) or which both parents may attend (e.g. School Sports Day). On such occasions, he may speak with the Child's teachers, classmates and their parents.

II. Healthcare Decisions

93. In a similar vein, the Father was concerned that the Mother was not notifying him when the Child was unwell. He cited a few incidents where the Child had suffered some knocks in childcare and gotten an infection under the Mother's care, but frankly nothing particularly severe had occurred which required the Child to be hospitalized. I took the view that these medical issues were just part and parcel of childhood and there was nothing seriously neglectful about the Mother's care of the Child. To minimize conflict over these issues, I set out below the boundaries of the Mother's authority in medical matters and the extent to which she is required to notify the Father and involve him in decision making.

- (a) The Mother will only need to notify the Father if the Child is unwell and has to be absent from school for more than 1 day. This notification should be provided on the day the Mother is aware the Child will be

absent from school for more than 1 day and in writing with a brief description of the issue causing the Child to be absent and how long he will be absent from school.

- (b) In respect of healthcare issues, the Mother will have sole authority to decide whether the Child should see a general practitioner, traditional Chinese medicine practitioner, specialist, dentist or dental surgeon to be treated for any medical or dental issues, without need for the Father to be present. The Mother will only need to notify the Father of any medical or dental treatment that the Child has undergone. Notification should be given within 1 day of such treatment in writing with a brief description of the issue, the name of the medical/dental professional and the treatment. As an exception, notification is required only if the treated condition results in the Child being absent from school for more than 1 day. The Father will not be permitted to contact the medical/dental professional who has seen and treated the Child.

- (c) If there is a medical issue requiring the Child to be warded in hospital for any treatment or surgery, this is a matter of joint custody requiring the Father's approval. If this medical issue is urgent, the Mother has sole authority to make the decision for the Child to be warded in hospital for treatment or surgery, but must notify the Father of her decision within 1 hour. After the Child is warded in hospital, then both parents may visit the Child but subject to the regulations that the hospital imposes on visitors.

(d) If the Child requires medical or dental treatment while he is in the care of the Father, the Father may bring him to see a general practitioner, traditional Chinese medicine practitioner, specialist, dentist or dental surgeon to be treated for any medical or dental issues, without need for the Mother to be present. The Father must notify the Mother of any medical or dental treatment that the Child has undergone within 1 day of such treatment with a brief description of the issue, the name of the medical/dental professional and the treatment.

(e) If the Child requires medical treatment while he is in the care of the Father, and such treatment is required on an urgent basis and requires the Child to be warded in hospital, the Father shall have the authority to make the decision for the Child to be warded in hospital for treatment or surgery, but must notify the Mother of his decision within 1 hour. After the Child is warded in hospital, the both parents may visit the Child but subject to the regulations that the hospital imposes on visitors.

94. The above orders are consistent with the Mother's oversight of day to day matters as the care and control parent. She must be allowed to have rein to make these decisions on the child's health.

95. While the Father preferred to be consulted and notified on every scratch, injury and affront to the Child, he needed to accept that this was not something the Mother was required to do. The obligation is to notify of him or medical or dental treatment and if the Child is absent from school for longer than 1 day. The right to notify will also only extend to treatment that results in the Child being absent from school for more than one day.

96. This also means that the Father will not have the authority to contact these medical or dental professionals who have seen and treated the Child. There is no point in allowing the Father to get involved in such matters as it would only bring more conflict to the situation and interfere with the Mother's sole authority to determine such matters.
97. Where I draw the line is surgery and hospitalization for a medical issue. This is a joint custody issue that requires the consent of both parents, though I accept that there may be instances where the need for medical intervention and hospitalization is urgent and arises when the Child is with one parent (e.g. the Father) and one parent has to be empowered to make this decision quickly. Examples of such urgency include e.g. the Child is involved in an accident, or experiences a sudden physical deterioration that cannot be addressed by a general practitioner.
98. I have also inserted the usual requirements for visitation in hospital, allowing both parents to visit the Child, but subjecting it to the regulations imposed by the hospital.
99. For avoidance of doubt, surgery and hospitalization for medical issues is distinct from any treatment that the Child may receive from a dental surgeon for dental issues. For such matters, the Mother shall have sole authority to decide them as she does for non-hospitalization medical issues, but must notify the Father.

III. Religious Matters

100. Finally, I address the Father's prayer on religious matters. The Father was asking for decisions regarding the Child's religious upbringing to remain under joint custody and for the parties to attend mediation on any disagreements. At the hearing, he confirmed to me that there was presently no such concern about decisions being made about the Child's religion. Therefore, I dismissed this prayer.

IV. Effect of Orders on Education and Healthcare

101. To avoid future litigation on decisions on education and healthcare that had already been made in the past following the Child commencing Primary School, I will backdate my orders on education and healthcare decisions to take effect from 1 January 2025.

F. THE FATHER'S ACCESS TO THE CHILD

102. Presently, the Father's access was divided into:

- (a) Regular Access – Access from Friday 8pm to Sunday 10am, and then from Thursday 1.30pm to Sunday 10am on alternate weeks or 2 weeks a month.
- (b) School Holiday Access - The school holidays to be shared equally.

103. The Father would pick-up the Child at Bishan MRT and the Mother would collect her from Serangoon MRT. Both parties were required to pick-up the Child from preschool.

104. As the Child is now in primary school, his schedule with both parents needs to be adjusted so that he can get the best possible structure for his development. Given the Father's inability to negotiate reasonably with the Mother on issues relating to access, I believe that as far as possible the Order should be specific on exactly when and how his access to the Child is to be exercised, so as to prevent him from creating further conflict.

105. I will address each category of access and general matters relating to access.

I. Regular Access Dates

106. On regular access, the Mother effectively wanted the Child to remain with her on all school days and for the Father to only have access to the Child from Friday 8pm to Sunday 10pm. This would effectively remove his twice a month Thursday access to the Child, and shorten his access to the Child on Friday.

107. This was on the basis that the Child would need to adapt to a primary school schedule. I felt that there were merits to reducing the Father's access to minimize disruption to the Child's routine, but I did not want to create too much disruption to the Father's access to the Child. The Mother was also not able to prove that the Child's academic performance was

being affected under the current order and currently had full discretion to determine which weeks the twice a month Thursday access occurred.

108. Therefore, I provide that the Father's regular access to the Child during the school term will be as follows:

(a) Friday 1.30pm till Sunday 10am.

(b) Thursday 2.00pm till Sunday 10am (Once a month, with the Mother having full discretion and authority to determine these dates).

109. This would strike the balance to retain the majority of the Father's overnight access with the Child while ensuring greater uniformity in the Child's schedule.

110. Nevertheless, I was aware that in certain months during the year, the Child would have school vacations prescribed by the Ministry of Education ranging from 1 week to 6 weeks. The Father had also argued that he should be compensated for the loss of Thursday access during the lengthier school vacation periods. In these months, the Thursday access might create scheduling issues for the Mother and be disruptive for the Child's schedule. Worse still, the Father would seek compensation for what he viewed as a "loss" of such access.

111. Therefore, I will order that the Father will not have additional Thursday access in the following months:

- (a) In the Months of March and September where there are two one-week school vacations.
- (b) In the month of November, where about 9 days of the year end school vacation occurs.
- (c) In the Months of June and December, where the most of and whole of the month is a school holiday.

112. This will hopefully make it easier for the Mother as the care and control parent to manage the Child's schedule.

II. School Vacation and Special/Public Holiday Access

113. The Child's school vacation and holiday access was an important aspect of both parties' access to the Child. The existing order only stated that parties should share their access to the Child equally, though it did not prescribe how this share takes effect.

114. To clarify, there are three different types of holidays/vacations from school specified by the Ministry of Education ("MOE") website:

- (a) School Vacation – These are the 8 day vacations periods in March and September and the longer vacations in mid-year (mainly June) and end year (November to December).

- (b) Public Holidays – These are the single date public holidays which also apply to school children.
- (c) School Holidays – These are the single date holidays which MOE declares are holidays only for school children.

School Vacation Access

115. The Mother took the view that the March and September vacations could be split with parties taking a half each, and for the longer mid-year and year end vacations to be split with parties taking alternative weeks instead of having the Child for a whole half. This actually accords generally with the Father’s intention to reduce the separation of the Child from each parent.

116. Therefore, I order that the parties will share the following School Vacation periods as determined by the Ministry of Education:

- (a) The March and September Vacations – The Father’s access from the preceding week will continue till Wednesday 1pm of the vacation week. The Mother will then take the Child for the remainder of the vacation week. This effectively gives the Father 4 days out of the 8-day holiday.
- (b) The Mid-Year and Year End Vacations with effect from the 2025 Year End Vacation.

- a. Parties will alternate each week with the Child in periods from Saturday 1pm to the following Saturday 1pm. In odd years, the Child will start the school vacation with the Father, and in even years the Child will start the school vacation with the Mother. I originally intended for the Mother to start the school vacations in odd years (i.e. this year) and vice versa for the Father as per my partial decision released to parties on 20 November 2025 that covered the year end 2025 school vacation, but I understood at the cost hearing on 28 November 2025, that the Father had retained the Child since 22 November 2025. So I have decided to reverse the order of sharing to take this reality into account.
- b. In years where the final week of the school vacation begins on Saturday 1pm, but ends before the following Saturday 1pm, that week of school vacation will also be treated as part of the rotation of school vacation weeks without make up access being given to the parent whom the Child is with in the final week of the school vacation.
- c. As an illustration, the division of the school vacation holidays from 22 November 2025 to 31 December 2025 are set out below.

Year End Vacation 2025 (Odd Year)	
Period	Parent that the Child is with
1 st Week Saturday 1pm to 2 nd Week Saturday 1pm	Father

2 nd Week Saturday 1pm to 3 rd Week Saturday 1pm	Mother
3 rd Week Saturday 1pm to 4 th Week Saturday 1pm	Father
4 th Week Saturday 1pm to 5 th Week Saturday 1pm	Mother
5 th Week Saturday 1pm to 6 th Week Saturday 1pm	Father
6 th Week Saturday 1pm to last day of Vacation 1pm	Mother

117. I have avoided labelling these vacations as the June and December vacations as they are commonly known, as the mid-year vacation sometimes begins in the last Saturday of May, and the year-end vacations usually start on the 3rd or 4th Saturday of November. The year-end vacations also tend to end on a weekday, which complicates attempts for equal sharing. Therefore, the best way is simply to proceed on a weekly alternating arrangement with the order changing in even and odd years.

118. Understandably to avoid conflict arising over any access that overlaps during these school vacations, I make it clear that these school vacations will take priority over the regular access arrangements. In fact, they shall have the highest priority of all access types. I will set out my orders governing the interaction and priority of the different types of access later on in my decision.

School Holidays and Public Holidays

119. As for the School holidays, I will lump them together with my treatment of public holidays as these are also single date holidays.

120. The approach here will be to treat all school holiday and public holidays as the same and alternate them, with the Father being entitled to the next school or public holiday after the date of this order. I will also provide for the following rules so as to minimize conflict between the parties.

(a) Parties will alternate the Holidays with the Child, with the Father taking the next Holiday after this Order.

(b) The parent that has the Child on a Holiday will have the Child from 10am to 10am the next day. If the next day is a school day, that parent will be responsible for sending the Child to school even if school begins before 10am.

(c) A “Holiday” is defined as a school Holiday determined by the MOE, or a gazetted Public Holiday. If a Holiday falls on the weekend and a holiday in lieu is given on the following Monday, that Monday is considered the date of the Holiday. However, a Holiday does not include the 1st and 2nd days of Chinese New Year, or any Holiday that falls during a School Vacation.

121. I observe here that the Father wishes to divide all such holidays by the hour. This meant that each party would accrue 12 hours access to the Child from

each holiday, to be used to extend their own access with the Child in any manner. In an email to the Mother, he proposed extending his regular access to the Child by 4 hours on three separate occasions. This would frankly be difficult to administer and create more disputes between the parties as to when the additional access should take place. A simple alternating of holiday dates would suffice.

122. Holidays that fell on a School Vacation would not be included in this alternation as I wanted the category of Holiday access to exist outside of the School Vacation periods and be treated differently.

123. As for the Chinese New Year period, this should be dealt differently from the rest of the other holidays as it included the 1st and 2nd Days of Chinese New Year as well as a non-public holiday in the form of the reunion dinner. The Father asked for backdated Chinese New Year access to give him all Chinese New Years in order to compensate him for the loss of Chinese New Year access in previous years. I did not think it was suitable to do so as my orders never provided for Chinese New Year access to begin with.

124. Therefore, I provide that the parties will alternate the Chinese New Year period (defined as the period after school or at 1pm on Chinese New Year's eve (whichever is earlier) with effect from 2026.

Period	Child is with Parent in Even Years /Odd Years
After school or at 1pm on Chinese New Year's Eve (whichever is earlier) to 6pm on the First Day of Chinese New Year.	Father/Mother
6pm on the First Day of Chinese New Year, to 10am on the Third Day of Chinese New Year. If the Third Day of Chinese New Year is a school day, the parent will be responsible for sending the Child to school even if school begins before 10am.	Mother/Father

125. This approach ensures that both parents will also be able to share the reunion dinner. As there are a total of 3 dinners and visiting periods, parties just need to accept there are compromises to be made and an alternating split is the best way forward.

III. Special Date Access

126. The Father was seeking access to the Child on special dates i.e. on his birthday (24 October), the Child's birthday (19 November) and Father's Day (3rd Sunday in June). This was on the basis that he should be entitled to it as a Father and that it was essential to his bonding with the Child.

127. I did not think it was necessary to provide for so many special dates, given the existing access arrangements provided for plenty of opportunity for the Father to have access with the Child. Father's Day in particular fell during the June school vacation which was already being alternated between parties. Therefore, I provide that during the Child's Birthday and the Father's Birthday ("**Special Date**"), the Father shall have access to the Child as follows:

- (a) If the Special Date falls on a day where the Father has access to the Child but no overnight access, the Father's access on that date will be extended to 2.30pm on the day.
- (b) If the Special Date falls on a day where the Father has overnight access to the Child, the access is deemed to be consumed and there shall be no make-up access.
- (c) If the Special Date falls on a day where the Father does not have access to the Child, the Father will have access to the Child from 5pm to 8pm.

128. This will ensure that the Father will be able to have lunch or dinner with the Child on these special dates. I did not make such provision for the Mother, who already has considerable time with the Child.

IV. Priority and Overlapping of Access as well as Make Up Access

129. It is likely that the above access dates will overlap or clash. Therefore, I make the following orders to resolve these issues.

130. Where there is a clash between the time the Child spends with a parent, the arrangement with the higher ranking will prevail, with (a) being the highest rank and (f) the lowest:

- (a) School Vacation Access
- (b) Holiday Access
- (c) Chinese New Year Period Access
- (d) Father’s Special Date Access
- (e) Father’s Regular Access
- (f) Mother’s Care and Control

131. Where the time that the Child spends with a parent under more than one arrangement overlaps, the overlapping arrangements will be treated as a single period of access or time spent with that parent.

132. As access clashes and overlaps, there will be “lost” access. The current order clearly states that there will be no make-up access. This was intended to provide that if one parent did not exercise their access to the Child, there would be no make-up access to him/her. In *VPN 2*, the Father had prayed for make up access, which I dismissed. In this application, the Father has raised issues with how he had lost regular access that clashed with school holiday access and wants it to be made good to him. I will not be doing so. To allow make up access for what I consider regular interactions between the different access and care arrangements under the order would simply provoke more conflict between the parties and disrupt the Child’s schedule further.

133. Therefore, I make a further clarification that there will be no make-up access, including but not limited to access that cannot be exercised due to being of lower priority, access that overlapped with other access arrangements, or even for time spent travelling to send or pick-up the Child for Tuition or Enrichment when the Child is with them.

V. Pick-Up/Change of Residence

134. I deal now with the pick-up point for the Child. The Mother wanted to be able to keep the current pick-up (Bishan MRT) and drop off (Serangoon MRT) points, but retain flexibility to determine a new location if she moves home. This intersects with the Father's prayer that the Mother not be permitted to move the residence of the Child while he is in primary or secondary school.

135. I did not see any issue with the Mother moving her residence. There was no indication that she intended to move residence during the prescribed period of residence for primary school, which would have jeopardized the Child's education. It would also have been unnecessarily draconian to force her to remain in her current residence until the Child completed secondary school. Therefore, I dismissed the Father's prayers to limit the Mother's change of residence.

136. As the Child's schedule is likely to become busier, it may no longer be practical in the future to retain the current pick-up and drop off points for access. To avoid conflict between the parties on the choice of pick-up/drop off, I order that the Mother will have sole authority to determine the

locations for pick-up and drop off. There will be no change in the locations for handover unless parties agree in writing.

137. I also noted that on this point, the Father had also prayed that should he have care and control, he should be the one with sole authority to determine the handover and pick-up points for the Child. So I am sure that he will understand the importance of allowing the Mother to have this discretion.

VI. Fetching to School/To enrichment classes

138. The Mother also wanted to vary the Order to clarify that the Mother and her nominees (which include family members) would send the Child to and from school until the Child is independent and that the Father would send the Child to Enrichment classes on Saturday during his access.

139. I had no issue with granting such an order, though I would clarify it to apply to both parties and that both parties will give notice of the nominee in writing to each other. The Mother is gainfully employed in a full time job, unlike the Father, and as I will explain later, I expect the Father to also focus on obtaining gainful and regular employment. It does take a village to raise a child and parties should be entitled to rely on their help.

140. This order will provide that while the Child is in their care, both parties and their nominees - which are limited to members of their household (including partners and helpers) and family members - will be responsible for sending the Child to or picking him up from Enrichment, Tuition, school or to school activities. To avoid any future conflict on pick-ups, I

will also require parties to adhere to the exact start and end timings for the school, school activities or the Enrichment, Tuition vendors.

141. While I agreed that the Child should be allowed to attend school or these activities on his own after a certain age, setting a milestone will deter conflict over when he will be allowed to do so. Therefore, I order that in the year that the Child turns 12, parties may allow him to attend school or these activities and classes on his own.

VII. Overseas Travel

142. On overseas travel, there was already an existing provision for overseas access provided that 1 month's notice was given with the usual requirements to provide information on the travel dates, itinerary, accommodation and a phone number to contact the Child, as well as the handing over and return of passports.

143. The Mother was seeking for a shorter notice period of 1 week, while the Father was asking for more detail to be provided in the notice of overseas travel, particular that:

- (a) Flight and/or transport shall include – bus/passenger vehicle licence plate.
- (b) Accommodation shall include – location and hotel room numbers.
- (c) The travel itinerary shall include – Daily Schedule, transportation, destinations, activities, tour durations, dates.

- (d) Full name of persons accompanying on the trips – photos of Singapore NRIC.

144. I noted that certain details such as hotel room numbers and the vehicle license plates (if travelling by bus) might not be available on the date that notice was given. It was also onerous to provide a daily schedule as the travelling parent would want to have some flexibility to adjust the schedule during the overseas vacation depending on circumstances. It was also somewhat draconian to ask for copies of the NRICs of people accompanying the travelling parent.

145. When I asked the Father why he needed so much detail, he explained that the safety of the Child was important to him. So he needed to know at all times where the Child was so that he could reach the Child in the event of any trouble.

146. The Father was not able to prove to me that the Child had actually run into trouble during any of the overseas trips he had taken with the Mother. While I felt it was important to clarify the requirements of the travel notice to avoid future conflict, it was not necessary to provide the amount of detail required by the Father.

147. I also agreed with the Mother that the notice period could be shortened to 1 week. As long as the parties were travelling overseas with the Child during their time with the Child, it was not necessary to have such a long notice period of 1 month. Therefore, I order that:

Both the Mother and the Father are at liberty to take the Child overseas during the Child's time with them. The travelling parent shall give the other party at least 1 week's written notice in advance if either party were to travel out of Singapore with the Child when the Child is with them. The notice must provide the following details:

- (a) The country the Child is travelling to and the cities they will be visiting.
- (b) The dates and duration of travel.
- (c) Flight details.
- (d) The location of the Child's accommodation in that country/city.
- (e) A phone number by which the Child can be contacted.

The Child's passport will remain in the custody of the Mother, and be handed over with the Child when the Father takes access for the period when he is travelling overseas with the Child. The Father will return the passport to the Mother with the Child when returning the Child at the end of his time with the Child.

148. The only substantial change I have made here is to remove the reference to a "Travel Itinerary" and make clear that in lieu of that, parties will indicate flight details and the cities they will be visiting within that country. It will be sufficient that the Father has a phone number by which the Child can be contacted.

149. The Father was also seeking for the non-travelling parent to have liberal video call access to the Child, making clear that purposeful attempts to

prevent his access would not be allowed. I was cautious about making provisions for such access, noting that travel might be taking place in different time zones and be subject to the availability of an internet connection which might make this inconvenient. Moreover, if the overseas access was taking place during the travelling parent's access, such video access should only be provided on an update basis.

150. Therefore, I provide that the non-travelling parent will be entitled to a video phone call with the Child on the following basis:

- (a) If the period of travel is less than 3 days – A single call not exceeding 5 minutes over the whole period of travel.
- (b) If the period of travel is more than 3 days – Two calls not exceeding 5 minutes over the whole period of travel.

151. The travelling parent will have sole authority and discretion to determine when the call takes place.

G. CHILD MAINTENANCE

152. The current maintenance order requires the Father to pay the Mother as monthly maintenance for the Child, 65% of all the Child's expenses (except overseas holidays) within 7 days of production of receipts/bills into the Mother's nominated account.

I. Changes in the Law

153. Since the order was first made in 2020, the Court’s approach to determining issues of maintenance has also shifted in favour of ordering a fixed maintenance sum. In *WBU v WBT* [2023] SGHCF 3, [9 to 12] the Court provided an explanation on how maintenance for a child should align more with a “budget” approach using a fixed maintenance sum.

- (a) Maintenance is ordered to provide for the reasonable needs of the child, having regard to all the relevant circumstances of the case.
- (b) The mere fact that the parties have been paying for certain items during the marriage does not automatically render the expenses “reasonable”. Parties must be able to show that the projected expenditure is reasonable having regard to the child’s standard of living and the parents’ financial means and resources.
- (c) When quantifying these reasonable expenses, parties should avoid an overly mathematical approach where receipts are adduced to prove every single item of expenditure. Whether a receipt is required depends on the facts of the case and the production of a receipt is not conclusive of what the child’s reasonable expenses are.
- (d) It may be helpful for parties to draw up a “budget” where broad categories of the child’s estimated needs are identified, with a corresponding reasonable sum proposed for each category.

- (e) This budget framework provides a baseline financial framework for the parties in respect of the child’s expenses and the Court will not be overly prescriptive on how these budgeted monies are specifically applied.

154. In *CWR v CXQ* [2023] SGHCF 10, at [118], the High Court stated that individual items of expenses set out by the Court in its assessment of a child’s reasonable monthly expenses were a gauge. It was not practically possible for the child to spend exactly the same amount per month, every single month. The monthly sum of reasonable expenses reached was a fair way to provide a sort of “budget” for the maintenance of the child, and parties ought to manage their finances in a flexible and sensible way.

II. The Father’s Proposed Variation

155. The Father presented two alternatives for the variation of the order:

- (a) Alternative A - His share of the Child’s expenses be apportioned according to the ratio of the parties’ gross income and not 65%.
- (b) Alternative B – Each party would pay for the expenses that the Child incurred when he was with them. Future school and educational expenses would be mutually agreed in writing and the Father’s share would be apportioned according to the ratio of the parties’ gross income. All other expenses which could not be mutually agreed would be borne by the parties.

156. In this regard, the Father cited several reasons for varying the maintenance, which I will address below.

The Father's inability to find a new stable job.

157. To recap, at the time the Consent Order was made in March 2020, the Father had a job in marketing which would pay him a basic salary of \$7,000. He was asked to leave by email dated 9 March 2020 and had not been able to find a stable job since, despite sending out numerous job applications. He had tried his hand at ad hoc and part time jobs as a warehouse assistant, factory worker, valet driver and had obtained a security officer's license. At the hearing, he informed me that he would be able to earn about \$1,500 a month for these jobs which paid him in cash.

158. I appreciate the last 4 years had been hard for the Father, but he does not have a good excuse for being unable to meet his income potential. It is not about actual, but potential income.

159. While the Father had put in a lot of job applications for deskbound jobs, these applications were for positions paying \$3,500 to \$7,000 and hence he was unlikely to succeed unless the Father underwent attempts to upgrade himself or work in another industry. There was no evidence that he had done so, save for his obtaining of a security officer's license in December 2022. Even then, he did not provide any evidence of applying for a security officer's job. At the hearing he told me that it was too expensive to go for further courses which would cost about \$2,600 to \$3,500. However, as a security officer, he also shared that he would be

able to earn about \$2,000 a month, which would be more than his current pay.

160. I am not saying that the Father must become a security officer, but it was a good example of how he was not taking a long term outlook with his job search and his living arrangements. He did not have difficulty borrowing money from his family to continue maintaining the housing loan for the 4 bedroom HDB apartment he was living in. Why could that financial assistance not be used to grow his longer term income potential?

161. The Father also claimed that he had spinal problems, providing a copy of a medical report dated 18 November 2009 which stated that he had lower back pain and that he had numbness in his feet and soles. Notably this had not prevented him from being employed from 2009 to 2020 and I did not give it much weight as a factor depriving him of the ability to find and maintain employment.

The Mother's improved income potential

162. The Mother was currently employed on a one-year contract with NTU, with a total salary of \$60,000 for that period with a gross monthly salary of \$5,000 a month with a take home pay of about \$3,808.40. This was consistent with the declared gross annual income of \$61,200 in her IRAS Notice of Assessment for the Year of Assessment 2024.

163. The Father claimed that she should be regarded as having an increased income potential beyond that as:

(a) The Mother was allegedly dissipating her assets, citing transfers of \$24,090 from August to December 2024 out of her account, most of which were to her boyfriend. However, there was a nearly equivalent amount of \$26,898.50 received from various sources, most of which were from her boyfriend. I did not see the point placing too much weight on these transfers in considering an application for the variation of maintenance where the focus should really be on the income of the parties and not their assets. Neither did I regard the transfers as representing her income as these were just mainly payments between the Mother and her boyfriend. It would be speculative to assume more.

(b) The Mother was allegedly spending on what he perceived to be extravagant items, while he spent little on himself. This was not a strong point as I would be making my decision to apportion the parties' share of maintenance based on their income.

164. Accordingly, I make a finding that the Mother's income was a gross income of about \$5,000 a month.

The Father's "significant" expenses incurred for the Child on a monthly basis.

165. The Father also claimed that his payments for the Child's expenses were significant as the Child was with him for 9 days a month.

166. It was concerning that the Father continued to make arguments that under the reimbursement version of the Order, the expenses of the Child included

expenses that he was incurring on the Child while the Child was with him. This same argument was raised in *VPN 2*, which I dismissed. It was quite clear that he was using this as an excuse to minimize his obligations to pay child maintenance.

167. Moreover, the Father was not able to substantiate his “significant” expenses for the Child with evidence. At the hearing, he claimed – without reference to evidence, that he would spend \$400 a month on the Child. Yet in his supporting affidavit for FC/SUM 1680 of 2024 filed on 29 May 2024, he referred to a monthly expenses form which set the child’s expenses as being \$60 a month. That could hardly be considered a significant contribution taking into account the Father’s income.

Conclusion

168. I decided that it was time for the maintenance order to be varied to a fixed maintenance order and with the apportionment of expenses revised, for the following reasons:

- (a) The state of the current maintenance order had led to difficulties in the enforcement of the maintenance orders as parties would dispute the reasonableness of the amounts claimed by the Mother.
- (b) I find that the Father would not be able to take home an income of \$7,000 a month. It has been 4 years since he was able to find a stable job and this is the reality of the situation. However, he should at least be able to find a job providing him with an income equivalent to what the Mother

has. So any expenses assessed for the Child that are spent by the Mother will be divided 50% between the parties.

- (c) What appears to be holding the Father back from earning a greater income and reducing his expenses are a professed love for the Child. As discussed above, he was looking to find a job that would allow him to personally spend with caregiving for the Child. He continued to live in a 4 bedroom sized HDB flat relying on his aged Mother to cover the housing loan so that he could maintain the Child's original residence during the marriage. This was simply an obsession to persist with an unsustainable ideal.

III. My Orders – Fixed Maintenance Order and Backdating

169. I had asked parties to make their submissions on whether a fixed sum maintenance order should be made and if so, should it be backdated.

170. The Mother submitted that it should continue to kept as an order for reimbursement of expenses to take into account future expenses and avoid future applications for a variation and backdated to the date of the last enforcement application.

171. The Father submitted that if a fixed maintenance order is made, it should be based on the child's actual expenses as claimed by the Mother in her maintenance and apportioned on a ratio of the parties' gross expenses. It should also be backdated to 2020 when he says the Mother earned more than him, and he be allowed to clawback what he had previously paid.

Fixed Sum Maintenance Ordered

172. I took the view that the maintenance should be varied to a fixed sum maintenance. This would assist enforcement of the orders and provide clarity to both parties on what should be paid. Too much time was being spent by the Mother to liaise with the Father on the Child's expenses and in the enforcement of these expenses. A fixed sum maintenance order would be more straightforward to enforce and at least there would be less issues for the Father to raise objections to where maintenance was concerned.

Backdating Allowed

173. On the issue of backdating, there was also an 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 (but excluding the June 2022 maintenance).

174. The variation would be backdated to June 2022, as the last enforcement order made on 15 November 2022 had assessed the arrears as of May 2022. This would also ensure there was less dispute between the parties on what was owed under the order. However, the expenses considered for maintenance would differ over the following periods:

- (a) June 2022 to December 2024 – In this period, the Child had not yet entered primary school and his expenses would mainly be focused on child care and living expenses.

(b) January 2025 onwards – In this period, the Child had already entered primary school and his expenses would mainly be focused on student care and his enrichment or tuition if any.

Backdated Period - June 2022 to December 2024

175. As a starting point for the first period of backdating, I considered the actual expenses tendered by the Mother in respect of MSS xxxx of 2024, which were incurred from June 2022 to June 2024. These expenses had been itemized in tables and exhibited in the Mother's supplementary affidavit filed on 21 October 2024. For ease of reference, I set out a table below adding up the total amounts incurred each year by the Mother which I derived from her affidavit.

	Total	Average per month
June to December 2022	4,742.40	395.20
January to December 2023	6,706.20	558.90
January to June 2024	4,937.90	823
Total from June 2022 to June 2024	16,386.5	682.80

176. I rounded up the amount to \$700 a month to take into account of incidentals and expenses that would be incurred from July to December 2024. My

observation of these expenses was that the amount incurred by the Mother during this period was very fair considering the income potential of the parties and I did not see any items that were incurred out of extravagance. They were mainly for childcare, enrichment, food and clothing with some annual expenses for outings such as a pass for the zoo, which would average out to about \$35 to \$40 a month.

177. To this figure, I applied a 50% rate representing the Father's equal share, bringing the total to \$350 per month. While I understand that the Father was not engaged in full time employment, he did admit at the hearing that he would earn about \$1,500 a month from his part time work. That was sufficient to cover the Child's maintenance, and while he did have debts to banks and for his housing loan, these were being covered by his family.

178. So for the period from June 2022 to December 2024, the Father would have to pay the Mother \$350 per month.

Backdated Period – January 2025 onwards

179. As for the period from January 2025 to date and onwards, I considered the Mother's monthly expenses for the Child as set out in the table in her affidavit filed on 6 November 2024, which she indicated as the Child's monthly expenses. The amounts claimed and my position taken are addressed in the table below.

Items	Amount Claimed by Mother	Court's Decision	Remarks
Stationery/School Books/Assessment Books	20	20	Fair
Uniforms	11	11	Fair
Transport	10	10	Fair
School Fees	115	0	Primary school fees are covered by Child's Edusave account.
Enrichment Classes	155	600	This would include the Child's student care and other Tuition or Enrichment as the Child grows older.
School excursion and miscellaneous	18	20	Rounded up for Miscellaneous School Expenses
Food	110	300	A greater amount is

			required as the Child grows older.
Clothes/Shoes	30	30	Fair
Entertainment	50	0	Each parent will bear the costs of the Child's entertainment with them.
Medical	20	50	Increased to cover incidentals and to include Vitamins
Insurance	274.50	60	Such a large amount not justified for hospitalization or accident insurance.
Toys/Games	35	0	Each parent will bear the costs of the toys they buy for the Child.
Utilities	25	25	Fair
Overseas Travel	37.50	0	Each parent will bear the costs of

			the Child's overseas travel with them.
Vitamins	13	0	Merged with Medical expenses
Haircut	5	5	Fair
Total	929	1131	

180. So I find that the Child's monthly expenses from January 2025 and onwards are \$1,031, which I round up to \$1,150 to cover any incidentals.

181. In coming to my decision, I acknowledge that forecasting the future expenses of a child are not straightforward. The amount here takes into account the amount of time that the Child spends with the Father, especially during the school holidays and on the weekends, during which the Father also incurs his own expenses with the Child. This is why amounts for travel, toys, entertainment are being borne by the parties.

182. While the amount is higher than what the Mother was seeking in 2024, the Child's expenses are on an upward trend. The average costs of the Child's expenses up till December 2023 were about \$652 a month and the average costs in 2023 – the year before the Child begin primary school (\$823). I expect these expenses to increase as the Child is in primary school.

183. The Father's share of this amount would also be 50%, which amounts to \$575 a month. This is also within his current income, and certainly well

within his income potential of about \$5,000 which is equivalent to the Mother's. However, I accept that he is not fully employed at the moment, so from January 2025 to February 2026, he will continue to pay \$350 a month, and pay the full \$575 a month from March 2025 onwards. This gives him a full 3 months from the date of my decision to get back to fulfilling his income potential.

184. For avoidance of doubt, each of the amounts of maintenance due in each month from June 2022 onwards are payable on the 15th day of each month into the Mother's designated account. I have changed the original payment date from the last day of the month so that the next payment date will fall on 15th December 2025 – giving the Father more time to prepare this sum of money.

185. The fixed sum maintenance represents what the Father is to pay the Mother every month for the expenses of the Child. As I have already taken into account the time the Child spends with the Father in determining the expenses, he shall not be entitled to set off any amounts he spends directly on the Child or this would create an opportunity for him to avoid payment of this maintenance.

186. As for how these arrears are to be repaid, I leave that to be determined in MSS xxxx of 2024.

H. COSTS

187. In respect of FC/SUM 1680 of 2024, each party will bear their own costs.

This is because the prayers for variation of maintenance are repeated in FC/SUM 931 of 2025, and I will deal with them holistically in FC/SUM 931 of 2025.

188. In respect of FC/SUM 2583 of 2024, the Father will pay the Mother \$4,000.00 in costs. The Mother largely succeeded in her efforts to gain authority in areas of education and the Father's access to the Child's schools. I also reduced the Father's access, though not as much as the Mother wanted. The amount reflects the considerable amount of affidavits that were filed in these proceedings, and the lengthy nature of the Father's evidence with a few 700 page affidavits (excluding exhibits) which the Mother had to respond to.

189. In FC/SUM 931 of 2025, the Father will pay the Mother \$3,000.00 in costs. He did succeed in getting his share of maintenance reduced, though not to the extent that he wanted as he originally wanted the apportionment to cover the Child's expenses with both parents and not just the Mother. More importantly he lost the application to reverse care and control and the reduced access to the Mother that came with it. The amount here also reflects the considerable amount of evidence filed by the Father that the Mother had to deal with.

I. CONCLUSION

190. I now come to the end of my decision and have some words for the parties going forward.

191. To the Father, I understand that you love this Child very much and would like to have an equal voice in all matters affecting the Child. That is not possible in a post marriage scenario and I have explained why. I also appreciate that it is disappointing to realize that your views of parenting do not align with the legal position. To avoid any further misunderstandings, I have articulated the matters which you share this responsibility with the Mother and the matters in which you don't. If you are dissatisfied, you may appeal. If you don't appeal, then understand that resisting my decision will ultimately bring unnecessary conflict which you and the Mother do not need. Your fight has gone on long enough. Throughout the proceedings, I sensed that you are a man with a lot of drive. It cannot be easy to draft 700 page affidavits as an individual. I also know that you are a loving Father and have contributed to the Child's growth, but there is no need to be a martyr when it comes to earning more money for this Child's expenses. I am sure that if you devote your efforts and adopt a flexible mindset to increasing your income, you will succeed.

192. To the Mother, I know that you have struggled too. You face a battle on three fronts. To keep your full time job. To raise this child. To negotiate all this while being embroiled in the current proceedings with the Father for the last 5 years. You are tired, but it takes a strong person to do all these things and I acknowledge that this Child would not be where he is today without your contribution as a Mother and breadwinner.

193. To both parties, the time for acrimony is past. 5 years is long time and you still have 14 more years till this child turns 21. Try to make life a little easier for each other. I have done what I can to anticipate future issues where conflict may arise, which is why my final order is unfortunately quite long. As far as possible, I have tried to set the stage for you both have a clearer beginning going forward. I hope that where the order is not specific, both of you will have the good sense to find a solution that benefits the Child and limits acrimony.

194. Don't worry about this child. He still has two parents looking after him and if both of you are able to minimize friction and arguments, I believe he will do just fine in life.

Goh Zhuo Neng

District Judge

Muhammad Aadil bin Dafir (I.R.B Law
LLP) for the Plaintiff;

Defendant in Person.

Annex A – Prayers in FC/SUM 1680 of 2024 filed on 29 May 2024 - Father’s application to vary the proportion of maintenance he must pay in respect of the Child.

Prayers Sought:

1. I wish to pray the Honourable Court to vary the Order of Court dated 06 March 2020, paragraph 3 to read as follows:

a: Paragraph 3 of the Order Of Court dated 06 March 2020 shall be deleted and replaced with the following clause “The Father shall pay the Mother as monthly child maintenance for their child “the appropriate percentage” of all the child's expenses (except overseas holidays) upon production of official receipts / bills into the Mother's nominated bank account.

b: Or Second Alternative B as follows

Second alternative, “The Mother and the Father to pay for their own respective child expenses for the child when the child resides with each parent. For future anticipated child's expenses (school education) both parties to have mutual agreement in writing, the Father shall pay directly to the service provider, “the appropriate percentage” of the official bill. All non-agreeable expenses shall be at each parent's own expense”.

“The appropriate percentage” ratio for each respective parent’s child maintenance contribution is to be decided by the gross income earnings of each parent as a percentage of both parents’ total income earnings.

Annex B - FC/SUM 2583 of 2024 filed on 14 August 2024 – Mother’s application to vary the terms of the Father’s access to the child and for sole authority in issues relating to the Child’s education.

Prayers Sought

1. I pray that paragraphs 1 and 2 of the Decree dated 20 October 2021 to be deleted and replaced with the following:

Paragraph 1

1.1 “The Plaintiff (or “Mother”) and the Defendant (or “Father”) shall have joint custody of the child of the marriage, namely [L] (Birth Certificate No, xxx) (the “Child”), with care and control to the Mother. The Mother shall be solely authorized to make all decisions in relation to the Child's education, which includes the school the Child shall attend and all other school related matters. Additionally, the Father will not visit the school nor communicate with the school in any form or way until the Child finishes Secondary School, which includes teacher parent meetings or any school functions. The Mother will update the Father about the Child's progress in school. The Mother will share with the Father the Child's report card when the Child is in Primary and Secondary School. The report card and all other school documents will be handled and signed solely by the Mother.”

Paragraph 2

1.2 “The Child shall stay with the Mother on all school days. The Father shall see the Child weekly from 8pm on Friday evening till 10am on

Sunday morning, starting on the week after the date of the Order of Court. The Father shall fetch the Child from Bishan MRT outside the gantry area at 8pm on Fridays and the Mother shall fetch the Child from Serangoon MRT outside the gantry area at 10am on Sundays. When the Child has enrichment or extra classes during the Saturdays where the Father has access, the Father will be responsible for sending and fetching the Child from the said enrichment or extra classes during his access period. In the event that the Plaintiff moves residence, the Plaintiff will decide on a new handover location and update the Defendant accordingly. There shall not be any other location for the handover unless agreed upon by both parties. The Mother and/or her nominees which include her family members are responsible for fetching and sending the Child to and from school, until the Child is independent enough to move around on his own.

1.3 For the March and September School holidays, the Father shall have access to the child on the first half of the school holiday. The Father shall fetch the Child from Bishan MRT outside the gantry area at 8pm on Friday and the Mother shall fetch the Child from Serangoon MRT outside the gantry area at 1pm on Wednesday the following week. The Child shall be with the Mother until school reopens on Monday.

1.4 For the June and December School holidays, the Father shall have access to the child on alternate weeks. On the first week, the Father shall fetch the Child from Bishan MRT outside the gantry area at 8pm on Friday and the Mother shall fetch the Child from Serangoon MRT outside the gantry area at 1pm on Saturday the following week.

1.5 On the third and fifth week (if applicable), the Father shall fetch the Child from Bishan MRT outside the gantry area at 1pm on Saturday and the Mother shall fetch the Child from Serangoon MRT outside the gantry area at 1pm on Saturday following week. The Child shall be with the Mother until school reopens on Monday.

1.6 If school starts in the middle of a week where the Father is supposed to have access to the Child, the Child will be with the mother on that said week from the previous Saturday to allow the child ample time to prepare for the start of school.

1.7 Both the Plaintiff and the Defendant shall give the other party at least 1 week written notice in advance if either party were to travel out of Singapore with the Child. The notice must indicate the country the Child is travelling to, the dates and duration of travel, the travel itinerary, the location of the Child's accommodation in that country, and a phone number by which the Child can be contacted. The Child's Passport will remain in the custody of the Mother and be handed over with the Child when the Father takes access for the period when overseas travel takes place. The passport will be returned to the Mother with the Child when that period of access ends.

1.8 There shall be no make-up access unless agreed to by the parties."

Annex C - FC/SUM 931 of 2025 filed on 28 April 2025 – Father’s application for sole care and control, sole authority in issues relating to the Child’s health and education, as well as the variation of maintenance and other orders relating to the school holiday school vacation, overseas, special day access, the Mother’s ability to change her residence, the making of derogatory and alienating remarks and a penal notice.

Prayers Sought:

1. VARIATION OF DECISIONMAKING AUTHORITY

A. Education:

I. The Applicant Father shall have the sole and final decision-making authority over all matters pertaining to the Child’s education, including but not limited to:

- Selection of schools, curricula, and extracurricular activities.
- Enrolment, transfers or withdrawal from education institutions.
- Engagement of tutors, educational therapists, and / or specialists.

II. The Respondent Mother shall be notified in writing (email) of proposed education decisions prior to implementation. The Applicant Father will take into account her views, but he retains final authority.

B. Health / Healthcare:

I. The Applicant Father shall have the sole and final decision-making authority over all matters pertaining to the Child’s health / healthcare, including but not limited to:

- Medical treatments, surgeries, and / or therapies.
- Selection of healthcare providers, and / or specialists.
- Vaccinations, mental health interventions, and / or dietary plans.

II. The Respondent Mother shall be notified in writing (email) no later than 24 hours in emergencies. Or 7 days in advance for non-emergency decisions.

C. Religion:

I. Decisions regarding the Child's religious upbringing will remain as Joint Decision-Making.

II. In the event of disagreement, the parties shall attend Court Mediation facilitated by the Family Justice Court's Resolution Centre. If still unresolved, either party may apply to Court for directions.

2. PROHIBITION AGAINST PARENTAL ALIENATION

A. The Respondent Mother is strictly prohibited from:

I. The Mother is prohibited from making derogatory remarks, false accusations and statements about the Father to the Child that undermines the Father's parental status and relationship with the Child. Remarks which are insulting, demeaning, abusive, malicious, degrading, hateful are to be prohibited.

II. The Mother is prohibited from making derogatory remarks, false accusations and statements about the Father to any / all third parties and individuals who has dealings with the Child (be it Government based or

private companies) that undermines his parental authority with these third parties. Remarks which are insulting, demeaning, abusive, malicious, degrading, hateful are to be prohibited.

III. The Mother is prohibited from engaging in any / all forms of acts and communications (not limited to messaging / phone calls / emails / letters) which will interfere with the Father's decisions on education, and tarnish the image and reputation of the Father to all of the Child's Education providers (be it Government based or private institutions), unless authorized by the Family Court.

3. PROHIBITION AGAINST MOTHER'S MOVING OF RESIDENCE

A. The Mother is prohibited from moving residence with immediate effect. She is not to move residence to jeopardise the Child's currently enrolled / attending [E] Primary School's education in any form and manner. Until the Child has completed his Primary School Education (Primary 1 to 6) and his Secondary School Education (Secondary 1 to 4) at [E] Primary and [J] Secondary Schools respectively.

4. VARIATION OF CARE AND CONTROL

A. The Applicant Father shall have the primary / sole Care and Control of the Child.

I. The Respondent Mother shall hand over the Child's original passport and birth certificate to the Applicant Father within seven days.

II. The Respondent Mother shall hand over all of the Child's primary school textbooks and all learning materials needed by the Child for his primary school education within seven days.

III. The Respondent Mother shall hand over all items / materials from her Care and Control usage to the Father within seven days of this Order to facilitate the Child's transition.

5. VARIATION OF CHILD ACCESS

A. With the Variation of Care and Control to the Applicant Father. The Respondent Mother shall have reasonable Child Access to the Child as follows:

I. Every Tuesday and Thursday from 5:00 PM to 7:30 PM. The Mother is to also ensure that the Child has his dinner during her Access.

II. Every Sunday from 11:00 AM to 3:00 PM. The Mother is to also ensure that the Child has his lunch during her Access.

III. The Father shall handover the Child to the Mother for her Access at location / venue which is convenient for the Child. The Mother is to return the Child to the Father at location / venue which is convenient for the Child. The Father to decide the locations / venues with priority to the Child's convenience.

B. With the status quo of the current Care and Control Orders. The Applicant Father shall have increase Child Access from Wednesday 8:30 AM to Sunday 10:00 AM every week.

6. CHILD'S OVERSEAS TRAVEL

A. Travel Notice:

I. If either party wishes to bring the Child overseas, they are to notify the other party with at least four weeks' prior notice in writing; this Order to remain status quo and irregardless of the duration of the overseas travel and country to visit. The Travel Notice to include details of the following:

- Dates of travel (departure from Singapore and arrival back to Singapore).
- Flight and / or transport (Airline flight numbers, bus / passenger vehicle licence plate).
- Accommodation (location and hotel room numbers).
- Travel itinerary (Daily schedule, transportation, destinations, activities, tour durations / dates).
- Full name of persons accompanying on the trip (photos of Singapore certified identifications: NRIC) for traceability by the Singapore authorities if required.
- Child's directly contactable details in case of emergencies.

II. If either party brings the Child overseas, the non-travelling parent to have liberal video call access to the Child. Purposeful attempts to prevent this access is not allowed.

III. The Child's passport will be in the custody of the Father, and be handed over with the Child when the Mother takes access for the period when the overseas travel takes place. The passport will be returned to the Father together with the Child when the overseas travel expires.

7. CHILD MAINTENANCE

A. With the Variation of Care and Control to the Applicant Father. The Mother shall pay the Father as monthly Child Maintenance for their Child's incurred expenses at the Father's. The Mother shall contribute as Child Maintenance an "appropriate percentage" of the Child's overall expenses. The "appropriate percentage" is derived / decided by the gross income earnings of each parent, as a percentage of both parents' total income earnings. As per the records from the Father's Variation Application of Child Maintenance FC/SUM 1680/2024 (filed on 29 May 2024), it's proceedings.

8. PUBLIC HOLIDAYS AND SPECIAL DAYS ACCESS

A. That the Father be granted Public Holiday Access to the Child for the following Singapore public holidays each year. The Father had not had any Public Holiday Access since the parties divorced in year 2020, 6 years to date. The new Orders to effect from the first day of year 2026; being 01 January 2026:

I. The Father shall have the Child for alternate Public Holidays each year. The Father will have access on the first Public Holiday of the year and the Mother on the second Public Holiday of the year, and alternate so on so forth, based on this sequence of gazetted Public Holidays being [New Year's Day, Hari raya puasa, Good Friday, Labour Day, Vesak, Hari raya haji, National Day, Deepavali, Christmas]. With the exception of Chinese New Year, whereby the Father shall have the Child for Chinese New Year Eve (from 12 noon) till the end of Chinese New Year First Day, every year.

The Father to manage the schedules stated and reminders to the Mother, so as to avoid any unnecessary disputes.

II. All observed Public Holidays / Holiday-In-Lieu/ non-gazetted Public Holidays (eg. Polling Day) are also considered as a Public Holiday and counted as one day of Public Holiday Access. For this category of Public Holidays, each individual day of 24 hours will be shared equally between parties, 12 hours each. Exercising of the respective parties 12 hours access to be wholly continuous and utilised by the end of each calendar year, so as to avoid unnecessary confusion and disputes. For this category of access, if the day falls on the Mother's regular access day, it shall mean that the Father is entitled to 12 hours of in-lieu access. Vice versa, if the day falls on the Father's regular access day, it shall mean that the Mother is entitled to 12 hours of access of in-lieu access. Respective parties can choose to utilise their in-lieu access on dates they desire, as long the Child's schooling schedule and welfare is not affected. The Father to manage the schedules stated and reminders to the Mother, so as to avoid any unnecessary disputes.

III. The timings of full day Public Holiday Access will start from 8:30 AM on the day itself up to the next day 8:30 AM. The timing for the Public Holiday's non-Access party to hand over the Child will be at 8:30 AM on the day of the Public Holiday itself. The timing for the Public Holiday non-Access party receiving the Child will be at 8:30 AM on the Public Holiday's following day.

IV. In the event of dispute, parties are to clarify with the Court without the need to file for any Variation Application to waste Court resources.

B. That the Father be granted “Special Days Access” to the Child. These “Special days” are pivotal to maintaining emotional bonds and creating lasting memories for the Child and his Father. As follows:

I. Child’s Birthday: That the Father be granted Access to the Child for the second half of the Child’s birthday every year, regardless of whose parent’s care day it falls on. From 1:00 PM to 9:00 PM.

II. Father’s Day: That the Father spends the entirety of Father’s Day with the Child annually. From 8:30 AM to the next day 8:30 AM.

III. Father’s birthday: That the Child spends the entirety of the Father’s birthday with the Father annually. From 8:30 AM to the next day 8:30 AM.

9. PENAL NOTICE TO THE RESPONDENT MOTHER

A. Penal Notice to be attached to this Varied Order for the Respondent Mother’s compliance. Any breach of this Order by her, may result in contempt proceedings.

Annex D – The Order as it has evolved since 2020.

FC/ORC 1xxx of 2020 made on 6 March 2020 (Variations in Bold)	Date of Variations/Orders
Parties agree that there be joint custody of the child, [L] of the marriage with sole care and control to the Mother, and reasonable access to the Father. In respect of the child's choice of school (except for play school which shall be decided by the Mother until the child is 3 years of age) both parties shall discuss and agree. In the event of a deadlock between the parties, the <u>Mother shall be authorized to make all decisions on the preschool institutions or childcare that the Child shall attend, and notify the Father of her choices.</u>	Varied by FC/ORC 5xxx/2021 dated 20 October 2021 in FC/SUM 2789 of 2021
The Child's living arrangements shall continue to be as follows: The child shall stay with the Mother from 10am Sundays until 8.30am on Friday morning and the Father on Friday morning until Sunday mornings. The	Varied by FC/ORC 5xxx/2021 dated 20 October 2021 in FC/SUM 2789 of 2021

Mother shall fetch the child from Serangoon MRT at 10am on Sundays and the Father shall fetch the child from Bishan MRT at 8.30am on Fridays. In alternate weeks (or any 2 weeks to be decided by the Mother) the Father shall fetch the child from Bishan MRT on Thursdays at 1.30pm instead of Fridays. <u>Both parties shall be responsible for ensuring that the Child is sent to and picked up from his preschool/childcare while the Child is staying with them.</u> Both parties may agree to vary these arrangements by mutual agreement provided it is in writing.	
The Father shall pay the Mother as monthly maintenance for their child 65% of all the child's expenses (except overseas holidays) within 7 days of production of receipts/bills into the Mother's nominated bank account.	
Both the Mother and the Father shall give the other party at least 1 month's written notice in advance if either	Inserted by FC/ORC 5xxx/2020 dated 25

party were to travel out of Singapore with the Child. The notice must indicate the country the Child is travelling to, the dates and duration of travel, the travel itinerary, the location of the Child's accommodation in that country, and a phone number by which the Child can be contacted. The Child's passport will remain in the custody of the Mother, and be handed over with the Child when the Father takes access for the period when overseas travel takes place. The passport will be returned to the Mother with the Child when that period of access ends.	November 2020 in FC/SUM 1323/2020
Both the Mother and the Father shall notify each other of all the child's medical appointments and share the medical reports of the Child. The Mother will indicate to all medical institutions attended by the Child that the Father is the alternative contact of the Child.	Inserted by FC/ORC 5xxx/2020 dated 25 November 2020 in FC/SUM 1323/2020

There shall be no make-up access unless agreed to by the parties	Inserted by FC/ORC 5xxx/2021 dated 20 October 2021 in FC/SUM 2847 of 2021
The Child's school holidays access is to be shared equally between the Mother and the Father.	Inserted by FC/ORC 2xx/2022 dated 10 June 2022 in HCF/DCA 143 of 2021 (Appeal against FC/SUM 2124, 2789, 2847 of 2021)

Annex E – My Orders in these Applications

1. All orders in the Order dated 6 March 2020 (as varied over time) which address the custody care and control access and maintenance of the Child will be deleted and replaced with the following orders:

“Custody

1. The parties shall have joint custody of the Child, [L], with sole care and control to the Mother.

Education Decisions

2. In respect of the Child’s education, the choice of secondary school and his choice of subjects in secondary school will be an issue of joint custody.
3. The Mother will be the sole point of contact with the Child’s primary and secondary school, his teachers, parents of his classmates and any other member of the school’s staff on all matters concerning the Child. She will also have sole authority to decide on whether the Child shall attend any excursions or activities (including the extra-curricular activities) proposed or organized by the school and does not need to consult the Father. There is no need for the Mother to notify the Father when the Child attends any events or activities proposed or organized by the school unless it requires or allows the attendance of both parents and is not set out in the Child’s ClassDojo application (or equivalent).

4. The Mother will have sole authority to decide on whether the Child attends tuition classes for the Child's academic subjects in school ("**Tuition**") or non-academic enrichment classes ("**Enrichment**") and the vendors for Tuition and Enrichment. Likewise, she will be the sole point of contact with the vendors and its staff.
 - (a) For Tuition, the Mother must consult the Father first for his views on the choice of subject and vendor and he shall have 48 hours to respond, after which the Mother may exercise her sole authority to make the decision, which she must notify to the Father of her choice.
 - (b) For Enrichment, there is no need for the Mother to consult the Father, but she must notify the Father of her choice if this takes place during his access.
5. The Mother may schedule Tuition and Enrichment to take place during the Father's access with the Child, but the total amount of time scheduled for Tuition and/or Enrichment may not exceed 1 hour on each day of access.
6. The Father will be given access to the ClassDojo application (or equivalent) used by the Child's primary or secondary school to disseminate information on the Child's education and assessments, but for avoidance of doubt, only the Mother will be permitted to contact the Child's teachers, parents of his classmates and any member of the school's staff through the ClassDojo application (or equivalent).

7. The Father will be provided with soft copies of the Child's Report Book/Card by the Mother within 24 hours after receipt of the Report Book/Card. However, the Mother shall be authorized to sign the Child's Report Book/Card on behalf of both parents.
8. The Father will be entitled to attend all events and activities organized by the Child's primary or secondary school, which require the attendance of both parents (e.g. Parent Teacher Meetings) or which both parents may attend (e.g. School Sports Day). On such occasions, he may speak with the Child's teachers, classmates and their parents.

Healthcare Decisions

9. The Mother will only need to notify the Father if the Child is unwell and has to be absent from school for more than 1 day. This notification should be provided on the day the Mother is aware the Child will be absent from school for more than 1 day and in writing with a brief description of the issue causing the Child to be absent and how long he will be absent from school.
10. In respect of healthcare issues, the Mother will have sole authority to decide whether the Child should see a general practitioner, traditional Chinese medicine practitioner, specialist, dentist or dental surgeon to be treated for any medical or dental issues, without need for the Father to be present. The Mother will only need to notify the Father of any medical or dental treatment that the Child has undergone. Notification should be given within 1 day of such treatment in writing with a brief description of the issue, the name of the medical/dental professional and the treatment. As an exception,

notification is required only if the treated condition results in the Child being absent from school for more than 1 day. The Father will not be permitted to contact the medical/dental professional who has seen and treated the Child.

11. If there is a medical issue requiring the Child to be warded in hospital for any treatment or surgery, this is a matter of joint custody requiring the Father's approval. If this medical issue is urgent, the Mother has sole authority to make the decision for the Child to be warded in hospital for treatment or surgery, but must notify the Father of her decision within 1 hour. After the Child is warded in hospital, then both parents may visit the Child but subject to the regulations that the hospital imposes on visitors.

12. If the Child requires medical or dental treatment while he is in the care of the Father, the Father may bring him to see a general practitioner, traditional Chinese medicine practitioner, specialist, dentist or dental surgeon to be treated for any medical or dental issues, without need for the Mother to be present. The Father must notify the Mother of any medical or dental treatment that the Child has undergone within 1 day of such treatment with a brief description of the issue, the name of the medical/dental professional and the treatment.

13. If the Child requires medical treatment while he is in the care of the Father, and such treatment is required on an urgent basis and requires the Child to be warded in hospital, the Father shall have the authority to make the decision for the Child to be warded in hospital for treatment or surgery, but must notify the Mother of his decision within 1 hour. After the Child is

warded in hospital, the both parents may visit the Child but subject to the regulations that the hospital imposes on visitors.

Backdating of Orders on Education and Healthcare Decisions

14. The Court's orders on education and healthcare decisions as set out in paragraphs 2 to 13 above will be backdated to take effect from 1 January 2025.

Father's Regular Access to the Child

15. During the school term, the Father will have regular access to the Child from Friday 1.30pm till Sunday 10am.
16. In the months of January, February, April, May, July, October, the Father's regular access will begin on Thursday 2.00pm and end on Sunday 10.00am. This will occur once a month only and the Mother will have full discretion and authority to determine and change the date of this Thursday access.

School Vacation Access

17. The parties will share the following School Vacation periods as determined by the Ministry of Education:
- (c) The March and September Vacations – The Father's access from the preceding week will continue till Wednesday 1pm of the vacation week.

The Mother will then take the Child for the remainder of the vacation week.

(d) The Mid-Year and Year End Vacations with effect from the 2025 Year End Vacation.

- a. Parties will alternate each week with the Child in periods from Saturday 1pm to the following Saturday 1pm. In odd years, the Child will start the school vacation with the Father, and in even years the Child will start the school vacation with the Mother.
- b. In years where the final week of the school vacation begins on Saturday 1pm, but ends before the following Saturday 1pm, that week of school vacation will also be treated as part of the rotation of school vacation weeks without make up access being given to the parent whom the Child is with in the final week of the school vacation.
- c. As an illustration, the division of the school vacation holidays from 22 November 2025 to 31 December 2025 are set out below.

Year End Vacation 2025 (Odd Year)	
Period	Parent that the Child is with
1 st Week Saturday 1pm to 2 nd Week Saturday 1pm	Father

2 nd Week Saturday 1pm to 3 rd Week Saturday 1pm	Mother
3 rd Week Saturday 1pm to 4 th Week Saturday 1pm	Father
4 th Week Saturday 1pm to 5 th Week Saturday 1pm	Mother
5 th Week Saturday 1pm to 6 th Week Saturday 1pm	Father
6 th Week Saturday 1pm to last day of Vacation 1pm	Mother

Holiday Access

18. Parties will alternate the Holidays with the Child, with the Father taking the next Holiday after this Order.
19. The parent that has the Child on a Holiday will have the Child from 10am to 10am the next day. If the next day is a school day, that parent will be responsible for sending the Child to school even if school begins before 10am.
20. A “Holiday” is defined as a school Holiday determined by the MOE, or a gazetted Public Holiday. If a Holiday falls on the weekend and a holiday in lieu is given on the following Monday, that Monday is considered the date of the Holiday. However, a Holiday does not include the 1st and 2nd days of Chinese New Year, or any Holiday that falls during a School Vacation.

Chinese New Year Period Access

21. The parties will follow the following arrangement for the Chinese New Year period (defined as the period after school or at 1pm on Chinese New Year’s eve (whichever is earlier) with effect from 2026.

Period	Child is with Parent in Even Years /Odd Years
After school or at 1pm on Chinese New Year’s Eve (whichever is earlier) to 6pm on the First Day of Chinese New Year.	Father/Mother
6pm on the First Day of Chinese New Year, to 10am on the Third Day of Chinese New Year. If the Third Day of Chinese New Year is a school day, the parent will be responsible for sending the Child to school even if school begins before 10am.	Mother/Father

Special Date Access

22. During the Child’s Birthday and the Father’s Birthday (“**Special Date**”), the Father shall have access to the Child as follows:

- (a) If the Special Date falls on a day where the Father has access to the Child but no overnight access, the Father's access on that date will be extended to 2.30pm on the day.
- (b) If the Special Date falls on a day where the Father has overnight access to the Child, the access is deemed to be consumed and there shall be no make-up access.
- (c) If the Special Date falls on a day where the Father does not have access to the Child, the Father will have access to the Child from 5pm to 8pm.

Overseas Access

23. Both the Mother and the Father are at liberty to take the Child overseas during the Child's time with them. The travelling parent shall give the other party at least 1 week's written notice in advance if either party were to travel out of Singapore with the Child when the Child is with them. The notice must provide the following details:

- (a) The country the Child is travelling to and the cities they will be visiting.
- (b) The dates and duration of travel.
- (c) Flight details.
- (d) The location of the Child's accommodation in that country/city.
- (e) A phone number by which the Child can be contacted.

The Child's passport will remain in the custody of the Mother, and be handed over with the Child when the Father takes access for the period when

he is travelling overseas with the Child. The Father will return the passport to the Mother with the Child when returning the Child at the end of his time with the Child.

24. The non-travelling parent will be entitled to a video phone call with the Child on the following basis:

- (a) If the period of travel is less than 3 days – A single call not exceeding 5 minutes over the whole period of travel.
- (b) If the period of travel is more than 3 days – Two calls not exceeding 5 minutes over the whole period of travel.
- (c) The travelling parent will have sole authority and discretion to determine when the call takes place.

Priority and Overlapping of Access

25. Where there is a clash between the time the Child spends with a parent, the arrangement with the higher ranking will prevail, with (a) being the highest rank and (f) the lowest:

- (a) School Vacation Access
- (b) Holiday Access
- (c) Chinese New Year Period Access
- (d) Father's Special Date Access
- (e) Father's Regular Access

(f) Mother's Care and Control

26. Where the time that the Child spends with a parent under more than one arrangement overlaps, the overlapping arrangements will be treated as a single period of access or time spent with that parent.

No Make Up Access

27. There will be no make-up access, including but not limited to access that cannot be exercised due to being of lower priority, access that overlapped with other access arrangements, or even for time spent travelling to send or pick-up the Child for Tuition or Enrichment when the Child is with them.

General Provisions

28. The Mother shall have sole authority to determine the locations where the Father should pick-up the Child at the start of his time with the Child and to return of the Child at the end of his time with the Child. Any decision by the Mother to change the locations must be communicated in writing.
29. Both parties are authorized to nominate any member of their household (including partners or helpers) or their family members (each, a “**Nominee**”) to pick-up/handover or return/receive the Child at the start and end of each other's time with the Child. The identity of the nominee must be notified to the other parent in writing.

30. While the Child is in their care, each parent (or their Nominees) must send the Child to or pick-up the Child from Enrichment, Tuition, school or to school activities, following the exact start and end timings for the school, school activities or the Enrichment, Tuition vendors. In the year that the Child turns 12, he may attend school or these activities and classes on his own.

Child Maintenance

31. From the period from June 2022 to February 2026, the Father will pay the Mother \$350 per month as maintenance for the Child.
32. From March 2026 onwards, the Father will pay the Mother \$575 a month as maintenance for the Child.
33. 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.

Penal Notice

34. There shall be a penal notice inserted into the Order, applying to both parties.”

Costs

2. In FC/SUM 1680 of 2024, each party will bear their own costs.
3. In FC/SUM 2583 of 2024, the Father will pay the Mother \$4,000.00 in costs.
4. In FC/SUM 931 of 2025, the Father will pay the Mother \$3,000.00 in costs.