

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF
SINGAPORE**

[2025] SGFC 143

FC/OADV 511/2025

HCF/DCA 154/2025

Between

XWT

... Applicant

And

XWU

... Respondent

GROUND OF DECISION

[Family Law — Custody — Variation — Material change in circumstances]
[Family Law — Custody — Care and control — Access]
[Family Law — Maintenance for Child — Variation — Material change in
circumstances]

TABLE OF CONTENTS

INTRODUCTION.....	1
BRIEF BACKGROUND	2
VARIATION OF THE CHILD’S CARE ARRANGEMENTS	5
WAS THERE A MATERIAL CHANGE IN CIRCUMSTANCES?	6
HOW SHOULD THE ORDERS BE VARIED?	11
VARIATION OF THE CHILD MAINTENANCE ORDERS	18
CONCLUSION.....	22

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

XWT

v

XWU

[2025] SGFC 143

Family Justice Courts - FC/OADV 511/2025
District Judge Marcus Ho
29 October 2025; 27 November 2025

2 January 2026

District Judge Marcus Ho:

Introduction

1 This was an application filed by the Applicant Father (“Father”) to vary orders relating to the custody, care and control of and access to the child of the marriage (“Child”), with a consequential variation of the orders for maintenance of the Child. Whereas the previous orders made on 12 February 2025 stipulated that the Respondent Mother (“Mother”) would have sole care and control of the Child and that the Father would have weekly access with the Child for up to 7 hours every Saturday, the Father sought orders for sole custody and sole care and control of the Child. I ordered that the orders be varied to the effect that the Father shall have sole care and control of the Child, with the Mother having liberal access with the Child. The Mother has since filed an appeal against my decision.

Brief background

2 The parties were married on 30 October 2011. There is one child of the marriage, who was just under 6 years old at the time of my decision on 27 November 2025. The Father commenced divorce proceedings on 15 March 2022. The interim judgment was granted on 22 August 2022. Orders on the ancillary matters were made on 22 June 2023 (“22 June 2023 Orders”) and 5 July 2023 (“5 July 2023 Orders”).

3 The 22 June 2023 Orders provided for, among other things, parties sharing joint custody of the Child, care and control to the Mother, and unsupervised access to the Father of 3 hours every weekend. The Father appealed against the weekly access orders. After hearing the appeal, the Appellate Court ordered that the matter be remitted to the trial judge to receive new evidence that the parties had sought to tender at the appeal hearing and to determine if the 22 June 2023 Orders needed to be revised in light of the new evidence. The Appellate Court also made interim orders for the Father to have supervised access to the Child for 5 hours every weekend for the next 12 months. On the Father’s application, the access orders were subsequently varied on 12 February 2025 (“12 February 2025 Orders”) as follows:

(a) *The Father shall have unsupervised access to the Child for up to 7 hours every Saturday between 10.00am and 5.00pm (both times inclusive).*

(b) *The Father may have such access at a location other than the Mother’s residence, but must be accompanied by the Child’s paternal grandmother, or another appropriate female relative, when such access takes place at a location other than the Mother’s residence. When the access takes place at a location other than the Mother’s residence, the*

Father must inform the Mother of the location where the Father will exercise his right to access, and the Father is to pick up the Child from the Mother's residence and return the Child to the Mother's residence.

(c) *The Father must inform the Mother at least 2 days in advance if the Father wishes to have access to the child at the Mother's residence. If the Father wishes for any relative to accompany him during such access, the Father must inform the Mother of this at least 2 days in advance. The Mother shall permit the Father to be accompanied by the Child's paternal grandmother, or another appropriate relative, when the Father has such access.*

(d) *If the Father's access on a Saturday has to be cancelled because it cannot be accommodated by the Mother, the Father shall be entitled to have make-up access on the next day, or on a subsequent Sunday. The parties are to agree at least 2 days in advance on the arrangements for any such make-up access.*

(e) *Nothing in this Order precludes the parties from discussing and agreeing to any other access arrangements.*

4 Around two and a half months after the 12 February 2025 Orders were made, the Mother sent a message to the Father, informing him that she had an upcoming business trip, and suggested that the Child stayed overnight with the Father and his mother for four nights in the end of May 2025.¹

5 Having agreed on the Child staying over with the Father and his mother from 31 May 2025 to 3 June 2025, the Mother handed the Child over to the

¹ Page 64 of the Father's Affidavit filed on 1 August 2025 ("FA1")

Father in the morning of 31 May 2025, before departing Singapore that afternoon. The parties continued to exchange WhatsApp messages about the Child through the rest of the day.²

6 The next morning, the Mother sent the Father a lengthy message, stating that she had “*decided to be based in Bangkok for the next few years.*” The Mother told the Father that he had “*every right to feel upset or surprised*”, and asked that “*during this period, [he] can continue being [the Child’s] stable anchor.*”³

7 While this news came as a surprise to the Father, he put his head down and began to make arrangements to care for the Child without the Mother’s physical assistance. This included hiring a helper for additional support and transferring the Child into another preschool nearer to his home (“Preschool B”). The Child started attending Preschool B on 3 July 2025.⁴

8 On 10 July 2025, the Father received a call from Preschool B, informing that the Mother appeared at Preschool B and picked the Child up. On 14 July 2025, the Mother sent an email to the Child’s previous preschool (“Preschool A”), copying the Father, informing them that the Child would be re-enrolling and returning to Preschool A the next day. In this email, the Mother told the Father to withdraw the Child from Preschool B, and thanked him for his support and involvement throughout the past month. The Mother did not inform the Father of this decision prior to this email.⁵

² Page 67 of FA1

³ Page 72 of FA1

⁴ Page 207 of FA1

⁵ Page 231 of FA1

9 Since 10 July 2025, the Father’s access with the Child has been as per 12 February 2025 Orders.

10 On 1 August 2025, the Father filed the present application seeking a variation of the prevailing orders in the following terms:

- (a) That the Father shall have sole custody, care and control of the Child;
- (b) That trusteeship of the Child Development Account for the Child be transferred by the Mother to the Father within 1 month from the date of these orders;
- (c) That the Mother shall have reasonable access to the Child; and
- (d) That the Mother shall pay to the Father a monthly maintenance of \$1,200 per month for the Child with effect from the date of these orders.

11 On 15 September 2025, the Mother filed a summons seeking an increase in the maintenance orders made. The Mother subsequently stated in her written submissions that she wanted to withdraw her summons. I accordingly granted her permission to do so, with costs of \$1,500 (all-in) payable by the Mother to the Father.

Variation of the Child’s care arrangements

12 The Court’s power to vary orders relating to a child’s care arrangements stem from Section 128 of the Women’s Charter 1961 (“Charter”), which provides as follows:

Power of court to vary order for custody, etc.

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 misrepresentation or mistake of fact or where there has been any material change in the circumstances.

13 The Father's case, in gist, was that the series of events across June and July 2025 amounted to a material change in circumstances that necessitated the variation he sought. The Mother did not agree that these events amount to a material change in circumstances, and urged the Court to focus on the fact that she has now returned to Singapore and resumed her role as the Child's primary caregiver.

Was there a material change in circumstances?

14 Just because the arrangements reverted to what they were does not mean that nothing had changed. In my view, the events that unfolded in June and July 2025, though they took place only a few months after the 12 February 2025 Orders were made, were sufficiently significant developments that constituted a material change in circumstances.

15 First, it appears to me that the prevailing orders were premised on an assessment that the Mother would be the most suitable caregiver for the Child. In connection to this, it would not be a stretch to say that the orders envisioned the Mother being rooted in Singapore and caring for the Child's day-to-day needs in Singapore, to afford the Child the kind of stability that care parents are obliged to provide. In the Mother's own words, the orders were made "*after*

*careful consideration by the Court of all circumstances, including.... the stability and continuity of care I have consistently provided.”*⁶

16 However, the Mother’s decision to leave Singapore for Bangkok shattered the illusion of stability that the Court had expected her to provide the Child. Further, and beyond the fact of the Mother’s departure, the manner in which she went about it suggested that she may no longer be the most suitable caregiver for the Child:

(a) For starters, it was clear to me that the Mother had embarked on this trip with the intention of leaving Singapore for at least an extended period. At the hearing, the Mother’s Counsel tried to characterise the Mother’s travel to Bangkok as a “*short business trip*” that was “*extended because she needed a break*”. However, there was no evidence that this was merely a “*short business trip*”. This may have been what the Mother represented to the Father in her message of 21 May 2025,⁷ but it is clear that the Mother was not being truthful then, something she later acknowledged when she “*sincerely apologise[d] for not telling [the Father] earlier.*”⁸ While in the Mother’s affidavit she referred to the Child’s time with the Father as a “*short-term caregiving arrangement*”,⁹ and claims that she had “*clearly communicated that this was a temporary arrangement*”,¹⁰ there was in fact no clear communication of this being a temporary arrangement. On the contrary, there was clear

⁶ Paragraph 21 of the Mother’s Affidavit filed on 15 September 2025 (“MA1”)

⁷ Page 64 of FA1

⁸ Page 72 of FA1

⁹ Paragraph 23 of MA1

¹⁰ Paragraph 24(a) of MA1

communication that this was *not* going to be a temporary arrangement, with the Mother informing the Father of her decision to be based in Bangkok for the next few years, offering to make arrangements during a transition period for her mother to take care of the Child occasionally, and requesting that she can still spend time with the Child and visit her whenever she returns to Singapore.¹¹ In the Mother’s own words, she was moving to Bangkok to “*start over*” and to “*rebuild something that one day [she] can be proud to share with the Child*”.¹² Nothing in the words used by the Mother suggested that this was going to be a short-term affair.

(b) The fact is that the Mother never provided the Father with any real ‘end-date’ to her sojourn. If the Mother had indeed considered this to be a temporary arrangement, then she had been irresponsible in her communication of this plan, and misleading in what she told the Father in her messages on 1 June 2025, especially since she had suggested that the Father was at liberty to change the Child’s daily routines including transferring her school and the location of her enrichment classes¹³. I found it disappointing that even after several months had passed, the Mother continued to downplay what had happened in June and July 2025. The Mother’s attempt to sweep this episode under the rug suggested a lack of repentance and ownership over her actions, as well as a failure to recognise that she may have fallen short in terms of her standards as a parent.

¹¹ Page 72 of FA1

¹² Page 73 of FA1

¹³ Pages 73 and 74 of FA1

(c) Further, the Mother could have informed the Father of her plan to leave far earlier than she did, having herself said that this decision to move “*wasn’t made lightly or suddenly*”.¹⁴ Instead, she chose to wait until after she had left Singapore to break the news. Later on, she could have informed the Father that she was returning to Singapore, but did not, instead choosing to spring a surprise by picking the Child up from school at a time when everyone concerned was just going about their own routine. The Mother therefore left the Father with no opportunity to prepare himself for her departure or make the necessary arrangements for her return, much less to prepare the Child for the sudden changes occasioned by the Mother. The Mother’s clandestine approach to both her departure and her return suggested either a worrying level of uncertainty about her care plan, or a deplorable level of secrecy in the way in which she would go about her parenting, with little regard to the Father and the Child. Neither suggested that she would be able to provide a stable environment for the Child if she were to remain as the Child’s sole caregiver.

17 Second, given the initial orders for the Father to have supervised access to the Child, and the relatively restrictive and limited access later granted to the him, it also appeared to me that the orders were premised on the Father being more limited in his ability to care for the Child. However, it now appears that the Father may be a far more capable caregiver than he had been given credit for:

(a) Prior to the Mother’s departure, she shared her observation of how happy the Child was whenever she was with the Father and his

¹⁴ *ibid*

mother, and that the Child had in fact asked her on a few occasions to spend more time with the Father.¹⁵ This is testament to the quality of the time the Father has been able to spend with the Child notwithstanding his relatively limited access with her, as well as the level of comfort that the Child had with the Father at the time.

(b) Significantly, the Mother herself must have thought the Father to be a competent enough caregiver when she decided to leave the Child in his care for what was supposed to be a period of a few years. The Mother had, in a message to the Father on 1 June 2025, thanked him for “*continuing to be [the Child]’s anchor during this period*”, and “*appreciate[ed] the love, effort and consistency [he was] giving her*”.¹⁶ Such was the apparent trust in his ability to care for the Child that she had even offered to “*let the full care and control be transferred to [the Father]’*”.¹⁷ The Mother had also informed the Child’s preschool that the Father would, moving forward, be “*taking over the full care of [the Child]’*” and will have “*full authority to make decisions regarding [the Child]’s education, including the option to transfer her to another school.*”¹⁸

(c) It is evident from the pictures provided by the Father that the Child bonded well with him during the period that the Mother was away in Bangkok.¹⁹ That the Father was able to rise to the occasion to institute a care plan for the Child in the circumstances that were foisted on him

¹⁵ Page 64 of MA1

¹⁶ Page 74 of FA1

¹⁷ Page 72 of FA1

¹⁸ Page 93 of FA1

¹⁹ Pages 143 to 144, 146 to 175 of FA1

is testament to his dexterity and adaptability as a parent. There were no serious complaints raised about the Father's ability to care for the Child during the period that the Mother was away in Bangkok. While the Mother made various allegations and complaints about the Father in her affidavit, the majority of them appear to refer to a period prior to June 2025.²⁰ Apart from the fact that these allegations were not supported by any objective evidence, the fact that the Mother had these gripes with the Father, yet still found it fit to leave the Child in his care, either suggested that she had in fact thought much more highly of the Father's ability to parent than she had previously represented through the course of litigation (and in her affidavit), or suggested how little she cared about how the Child would be taken care of during her period of absence.

18 Given the above changes in the circumstances, it was clear to me that the Child's care arrangements should not so simply go back to the way they were before, and that a variation of the orders were warranted.

How should the orders be varied?

19 I next turned to the question of *how* the orders should be varied to best support the Child's welfare.

20 Having considered the evidence before me, I was of the view that the following adjustments would be appropriate:

- (a) Clause 1 of the 22 June 2023 Orders shall be varied in the following manner by deleting and replacing the entire clause:

²⁰ See paragraphs 38, 40, 47 (save for paragraph 47(d)) and 48 of MA1, and paragraph 26 of MS

(i) ~~By consent~~, the Father and Mother shall have joint custody of the Child with sole care and control to the ~~Mother~~ Father.

(b) Clauses 1(a) to (d) of the 12 February 2025 Orders shall be deleted and replaced with the following:

(i) The Mother shall have liberal access to the Child. This shall be discussed and agreed between the parties. In the event that the parties are unable to agree, the Mother shall have access to the Child as follows:

(A) On Tuesdays and Wednesdays, from after school to 8.00pm. The Father shall pick the Child from the Mother's residence at the end of the Mother's access.

(B) On Fridays after school to Saturday 8.00pm. The Father shall drop the Child off at the Mother's residence at the end of her access.

(C) Save for the Chinese New Year and Christmas holidays, alternate public holidays, from after school on the eve of the public holiday to 8.00pm on the day of the public holiday.

(D) The parties' time with the Child during the Chinese New Year and Christmas holidays are to be divided equally.

(E) To avoid doubt, references to 'after school' include the Child's afterschool care at Preschool A. Parties are nevertheless at liberty to pick the Child up

anytime after the end of the morning session which the Child is enrolled into, if they wish.

(ii) Both parties are at liberty to travel with the Child for up to 4 overseas trips a year, not exceeding 14 days per trip unless otherwise agreed between the parties. The party intending to travel shall inform the other party of the intended trip at least 1 month prior to the intended travel. The party intending to travel shall provide the other with the flight / accommodation details, itinerary, and emergency contact details at least 7 days prior to the date of intended travel. The Father shall hand over the passport to the Mother 3 days before the intended travel and the Mother shall return the same within 3 days upon return. There shall be no make-up time for either party for these trips.

(iii) Unless otherwise agreed between the parties, the Child shall continue her enrolment in Preschool A. The Father shall be responsible for the Child's transport to and from school, save for the days when the Mother picks the Child up directly from school.

21 I explain my decision as follows.

22 In her message to the Father on 1 June 2025, the Mother admitted that she had been “*silently struggling for a long time*”, that she had “*reached a point of exhaustion*”, and that she had been “*drowning in debt*”.²¹ In a message to the Father’s mother, the Mother said that “*there were moments where [she] could*

²¹ Page 73 of FA1

barely afford proper meals for both [the Child] and [herself].”²² It appears that the Mother had struggled to cope with the demands of being a single parent to the extent that she felt that need to uproot her life and move to Bangkok to “heal” and to “rebuild [herself] from the inside out”.²³ It is unclear if her situation has changed, particularly since the Mother never provided any explanation for choosing to cut short her time in Bangkok.

23 The Mother also did not appear to have a strong support system. The Mother had told the Father on 1 June 2025 that her mother “*has been physically weak lately, and she’s currently taking care of [the Mother’s nephew] alone...she really can’t handle two kids at the same time. [The Mother’s nephew] is very active, and [the Mother’s mother] already struggles with managing him on her own due to her weaker physical strength.*”²⁴ The Mother never referred to any other available caregiver who would be able to assist her with looking after the Child. In a message to the Father’s mother, the Mother said that she has “*no stable support system*”.²⁵ This, coupled with her professed struggles with caring for the Child, suggested that she may have difficulty assuming sole care of the Child in the longer term.

24 To add to the Mother’s challenges, her own working situation appeared to be in flux. The Mother said that her “*career collapsed*”²⁶ prior to her moving to Bangkok. While the Mother did not provide any details about her work, it is

²² Page 79 of FA1

²³ Page 73 of FA1

²⁴ Page 72 of FA1

²⁵ Page 78 of FA1

²⁶ Page 73 of FA1

apparent that the Mother had a job while she was in Bangkok,²⁷ although there is no information as to whether this was the same job that she used to have before leaving Singapore. The Mother nevertheless tendered her resignation from this job on 20 August 2025. The Mother did not provide any explanation for this on affidavit, though she explained in her resignation email that this was because “*recent events and personal circumstances have taken a significant toll on [her]*”.²⁸ At the time of the hearing, there was no evidence as to the Mother’s current employment status. It was unclear if she had returned to the workforce, or when she intends to do so. It was unclear what her working hours were, or what they might be. There was no explanation as to how the Mother would cope with caring for the Child if and when she returned to work, given her evidence of her mother’s inability to assist in caring for the Child, and since she has not engaged a helper.

25 Given the above circumstances, I was not confident that the Child’s interests would be best served by remaining in the Mother’s sole care at this juncture. She did not appear to be in a position to support the Child in the manner it was previously envisioned that she would. The Mother’s surreptitious decision to leave for Bangkok and her equally sudden decision to return unannounced, coupled with the present uncertainty over her situation (with her mounting debts, current unemployment and the lack of support system) did not assure me that she is able to provide the Child with the stability she requires.

26 I would add that I had found it troubling that the Mother never thought it important to provide more clarity about why she left for Bangkok and why she chose to cut short her time there. If the Mother needed an extended break

²⁷ Page 82 of FA1

²⁸ Page 61 of MA1

for the betterment of her own mental wellness, she could have said so up front, and the Father may not have begrudged the Mother of this. If the Mother started to have cold feet about her relocation, or simply could not adapt to life in Bangkok, she could also have said so and offered the reasons for her return. Any such challenges she may have faced in adapting to life in a foreign country could have been understandable too. However, the Mother instead tried to obfuscate the reasons for her trip and failed to provide any explanation for why she decided to return. This made it difficult for any empathy to be shown toward her and did not provide any assurance that she would not risk jeopardising the Child's welfare by doing something like that again.

27 In contrast, the Father's present situation differed significantly from what the Mother had to offer. As established by the Mother's own act of leaving the Child with the Father for an extended period, there were no serious concerns about the Father's ability to care for the Child, or with the Child living and interacting with the Father's new family. By the Mother's own admission, the Father was gainfully employed, earning a healthy salary, and possessed greater resources than the Mother.²⁹ The Father appears to have a better support system around him to assist him in his care for the Child. This includes the support of his mother, who the Mother had acknowledged for her "*unwavering love for [the Child]*",³⁰ and who appears to be fairly involved in caring for the Child.

28 As such, I was of the view that the Child's interests would be advanced if the Father were to assume sole care and control of the Child. On the evidence, I found that the Father would be able to provide a more solid and assured base from which the Child can grow and thrive in the long term. I found that the

²⁹ Paragraphs 90 and 93 of MA1

³⁰ Page 79 of FA1

resources and support system available to the Father allows more flexibility in the Child's options, especially as she looks forward to entering primary school in 2027.

29 Of course, it would have been remiss of me to ignore the fact that the Mother has been the Child's main caregiver for the majority of the Child's life, and there is no evidence that there has been a breach of the bond between the Mother and the Child. I appreciate that these orders represent a significant change to the Child's routine, but these were no more significant a change than what the Mother was prepared to subject the Child to in June 2025. In my view, the impact of the change in care arrangements on the Mother-Child relationship could be mitigated by orders that will continue to foster their bond through generous access orders that allow them to spend a substantial amount of time with each other. For this reason, I ordered that the Mother shall have liberal access to the Child.

30 To the Father's credit, at the hearing, the Father's counsel clarified that in proposing reasonable access to the Mother, the Father did not intend to impose a limit on the access afforded to the Mother, save that the Mother's access to the Child should take into account factors such as the parties' schedules and the Child's sleep schedule. This, coupled with the Father's compliance with the 12 February 2025 Orders (notwithstanding the events that had unfolded) made me inclined to believe that if the Father was granted sole care and control of the Child, he would continue to facilitate the Mother's access in a manner that would preserve the quality of the Child's relationship with her. With this in mind, I did not prescribe any fixed access arrangements so as to encourage parties to discuss and work out the minutiae of the arrangements between themselves as a starting point. I nevertheless also provided a default

set of arrangements that allow the Mother to have access with the Child on four days a week, in the event that parties are unable to come to a consensus.

31 I was also of the view that the Child should continue in Preschool A. The Child has been enrolled in this school for some time and could benefit from being in a familiar environment as she navigates this transition within the family. While the Child's step-sibling attends a different preschool and the Father argued that it would be beneficial for both of them to attend the same preschool, I note that the Child is two years older than her step-sibling and would only be spending another year in kindergarten. The school that her step-sibling attends is also different from Preschool B, and would have therefore required yet another change in the Child's school. The Child remaining in Preschool A also presented the added benefit of being closer to the Mother's home, thus facilitating her access with the Child.

32 For completeness, I did not agree that the Father should be granted sole custody of the Child. The Father has not satisfactorily proven that this was justified. I was of the view that the prevailing order for joint custody adequately reflects the roles that both parents should continue to play in the Child's life. It goes without saying that pursuant to the order for joint custody, parties should not make any significant educational decisions to the exclusion of the other. This includes unilaterally removing the Child from her preschool without the other's knowledge and consent. Looking forward, parties should also discuss and agree on the primary school that the Child should be enrolled into.

Variation of the Child maintenance orders

33 Section 118 of the Charter provides for the Court's power to vary orders for maintenance where there has been a material change in the circumstances:

Power of court to vary orders for maintenance

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

34 Given the change in the care and control orders, it followed that the current maintenance orders ought to be varied too, particularly since the Mother would no longer be the parent with care and control. However, I did not agree with the Father this should simply translate to a reversal of the maintenance order, i.e. for the Mother to pay to the Father the sum of \$1,600 per month that he was ordered to pay to her pursuant to the 5 July 2023 Orders.

35 The maintenance obligations stipulated in the 5 July 2023 Orders were ostensibly premised on, among other things, the Child's expenses at the time, the Father's superior income, and the amount of time each party were to spend with the Child. Based on the terms of my access orders, though the Mother's time with the Child would be reduced, she should continue to spend a substantial amount of time each week with the Child. The Mother would accordingly continue to bear a fair share of the Child's day-to-day expenses that would be incurred during their time together, thus spreading the overall cost of these daily expenses.

As such, and considering the disparity between the parties' income, where it was not disputed that the Father earned a monthly income of at least \$10,000 more than what the Mother earned or would be able to earn, I was of the view

that there should be no fixed maintenance amount payable by either party to the other. I did not think it would be necessary or fair for the Mother to pay to the Father any fixed maintenance amount for the purposes of defraying the Child's daily living expenses with him. I also saw no reason why the previous orders for the Father to continue being responsible for the Child's insurance premiums should cease.

36 Rather, I found that the more measured approach would be to order that parties share the burden of the more costly variable expenses such as the Child's school fees, enrichment classes and medical expenses. I found that it would be fair that parties bear this in the proportion of the parties' income, akin to the arrangements therein the 5 July 2023 Orders for both parties to contribute cost of the Child's medical, dental or ophthalmology expenses.

37 In this regard, the Father's position is that the parties' income ratio should be determined at 70:30 based on the Father earning a gross monthly income of \$18,541.24 and the Mother having an income earning capacity of \$8,000 per month. The Mother did not dispute the Father's income but argued at the hearing that her income should be assessed at somewhere between \$7,200 to \$8,000 per month. Taking the Father's estimate at its highest, I noted that his proposed income ratio of 70:30 was not materially different from the ratio of 72:28 adopted in the 5 July 2023 Orders. As such, I did not think that an adjustment in the proportion of the parties' payments was warranted, even though the changes in the circumstances at play in this case may warrant a variation of other aspects of the prevailing orders. I thus retained the original ratio of 72:28 for the purposes of determining the proportion of the parties' payments toward these shared variable expenses.

38 For completeness, as the Mother did not provide any more recent income documents, I did not accept that there should be any decrease in her share of this ratio. While the Mother may currently be unemployed, this was the result of her voluntary resignation. There was no evidence, nor was there any suggestion, that she is unable to earn an income of at least the amount she used to earn.

39 In summary, I ordered that clauses 7 to 11 of the 5 July 2023 Orders be varied as follows:

- (a) Clause 7 (providing for the Father's obligation to pay monthly maintenance of \$1,600 for the Child into the Mother's designated bank account) be deleted;
- (b) Clause 8 (providing for the Father's obligation to pay for the Child's insurance premiums for policies entered into prior to 5 July 2023) shall remain;
- (c) Clause 9 shall varied in the following manner by deleting and replacing the entire clause:

For medical, dental or ophthalmology expenses for the Child, the parties shall seek to first claim from their respective employee benefits. In the event that parties are out of pocket, they shall share the expenses in the ratio of 28:72, where the Plaintiff shall be responsible for 72% of the expenses. In the event that ~~the Mother~~ either party pays for the expenses first, the ~~Father~~ other party shall reimburse the ~~Mother~~ paying party within 7 days of production of receipts by email.

- (d) Clause 10 shall be varied in the following manner by deleting and replacing the entire clause:

~~The Mother is at liberty to claim from the Father for the Child's outstanding medical bills arising no earlier than April 2023. Parties shall share the cost of all of the Child's school fees and current enrichment/tuition classes in the ratio of 28:72, where the Plaintiff shall be responsible for 72% of the expenses. In the event that either party pays for the expenses first, the other party shall reimburse the paying party within 7 days of production of receipts by email. Parties shall discuss and agree on the Child's enrolment in any other enrichment classes and shall share the cost of such classes in the ratio of 28:72. If a party enrolls the Child into an enrichment/tuition class not agreed between the parties, that party shall solely bear the cost of this class.~~

- (e) Clause 11 shall be varied in the following manner by deleting and replacing the entire clause:

Trusteeship of the Child Development Account for the Child shall be transferred by the ~~Father~~ Mother to the ~~Mother~~ Father within 1 month of the date of ~~the FJ~~ this order.

Conclusion

40 I urged parties to discuss and work out an arrangement within the confines of the liberal access afforded to the Mother so as to gradually ease the Child into the new care arrangements I had ordered. In this regard, I clarified at the hearing on 27 November 2025 that my orders for the Mother's access would

commence only from 2 December 2025 with the Father picking the Child up from the Mother's residence at 8.00pm. This was to allow parties the time to discuss and reach an agreement on the terms of the Mother's liberal access.

41 Flowing from the outcome of his application, the Father sought indemnity costs of \$8,000, while the Mother argued that there should not be any costs granted against her. After hearing and considering the parties' submissions, I ordered costs of \$5,000 (all-in) for the application, payable by the Mother to the Father.

42 It is trite that costs follow the event. It was the Mother's actions that resulted in this application, which she strenuously resisted, but which I had substantially allowed in the Father's favour. The Mother's approach toward her defence of the application revealed a lack of recognition of the impact of her actions. There was no acknowledgment that her conduct left much to be desired, nor did she express any regret over what she had put the Child through. The Mother could have also been more forthcoming with information such as her reasons for leaving Singapore and then returning after a month, which could have assisted the Court in having a better understanding of her circumstances. However, not only did the Mother fail to sufficiently address this, the Mother made certain submissions that further clouded the truth; for instance, by insisting that she left Singapore for a short business trip which she later extended due to emotional and health reasons,³¹ even though this was not made out on the objective evidence, and was not even consistent with the Mother's own affidavit evidence. In the circumstances, I found it appropriate to make an order of costs against the Mother at a relatively higher quantum for a half-day hearing, noting that in the Mother's written submissions, she had herself sought costs of

³¹ Paragraph 21 of the Mother's Written Submissions filed on 16 October 2025 ("MS")

\$15,000 against the Father if the application was dismissed for the “*unnecessary costs and inconvenience occasioned to [her]*”.³²

Marcus Ho
District Judge

Yong Hong Kit Clement (Yang Fengji) and
Arika Gin Ong (Beyond Legal LLC) for the Applicant Father;
Remya Aravamuthan (High Street Chambers
LLC) for the Respondent Mother.

³² Paragraphs 30 and 33(B) of MS