

- (1) This judgment DOES/~~DOES NOT~~ need redaction.
(2) Redaction HAS/~~HAS NOT~~ been done.

Phang Hsiao Chung
District Judge
3 November 2025

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2025] SGFC 119

FC/OADV 78/2025
HCF/DCA 92/2025

Between

XTW

... Applicant

And

XTX

... Respondent

MSS 2631/2024
HCF/DCA 92/2025

Between

XTX

... Applicant

And

XTW

... Respondent

GROUNDS OF DECISION

Family Law - Maintenance - Child

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**XTW
v
XTX and another matter**

[2022] SGFC 119

Family Court — OADV 78/2025 and MSS 2631/2024
District Judge Phang Hsiao Chung
31 July 2025

3 November 2025

District Judge Phang Hsiao Chung:

Facts

1 The parties are the father (the “Father”) and the mother (the “Mother”) of a boy (the “Child”) born in 2009.

2 On 7 March 2013, the Mother commenced divorce proceedings against the Father in D 1145/2013. By an Interim Judgment granted on 12 August 2013 (the “Interim Judgment”), the marriage between the parties was dissolved by reason that the Father had behaved in such a way that the Mother cannot reasonably be expected to live with the Father.

3 Paragraph 3 of the Interim Judgment contained the following orders, which were made by consent of both parties:

- (a) Both parties are given joint custody, care and control of the [Child].
 - i. The [Father] shall have care and control of the [Child] from Sunday 8pm to Friday 12pm with reasonable access to the [Mother].
 - ii. The [Mother] shall have care and control of the [Child] from Friday 12pm till Sunday 8pm with reasonable access to the [Father].
- (b) Each party is entitled to spend time with the [Child] during Chinese New Year. This shall be in alternate years, starting with the [Father] in 2014.
- (c) Every June and December school holidays, the [Mother] is entitled to bring the [Child] overseas for a period up to 10 days. The [Mother] must give the [Father] the full itinerary ie. date, place and contact number for the overseas trip at least 7 days before the travel.
- (d) The [Father] is to pay \$40,000 as lumpsum maintenance for the [Mother]. The payment shall be made in the following arrangements:
 - i. \$20,000/- upon the return of the [Child] to the [Father] with the [Child's] passport.
 - ii. \$20,000/- paid to [the Mother's solicitors] as stakeholders and to be released to the [Mother] upon the extract (sic) of the Final Judgment.
- (e) The [Father] is to commence payment of \$500/- per month as maintenance for the [Child] upon his return to Singapore. Payment shall be made into the [Mother's] POSB Savings [account number redacted]. Thereafter, payment shall be made on the last date of each calendar month.
- (f) In addition, the [Father] shall bear all of the [Child's] school fees, medical, dental and all educational related expenses up to tertiary level.
- (g) That each party is to keep his/her own assets in sole name.
- (h) Parties shall be given liberty to apply.

4 On 28 November 2024, the Mother applied by MSS 2631/2024 to enforce the child maintenance order in paragraph 3(e) of the Interim Judgment. The Mother declared in her complaint that: (a) under the Interim Judgment, the

Father was ordered to pay \$500 per month for the maintenance of the Child; and
(b) the Father was in arrears of \$18,000 as at 28 November 2024.

5 On 7 February 2025, the Father applied by FC/OADV 78/2025 for paragraph 3(e) of the Interim Judgment to be deleted, and for costs to be ordered against the Mother.

6 I heard both applications on 31 July 2025.

(a) As regards FC/OADV 78/2025, I ordered that the amount payable by the Father to the Mother as maintenance for the Child under paragraph 3(e) of the Interim Judgment be reduced to \$200 per month with effect from 1 June 2023.

(b) As regards MSS 2631/2024, I made the following orders:

(i) The Father is to pay the Mother maintenance arrears of \$18,000 (as at 28 November 2024) in 36 monthly instalments of \$500 per month, the first payment to be paid by 15 August 2025, and thereafter, the subsequent payments are to be made by the 15th day of each subsequent month.

(ii) The Father is to show proof of payment for 3 months starting in August 2025.

(c) I also ordered each party to bear his or her own costs for both applications.

7 The Enforcement Order generated by the Integrated Family Application Management System (“iFAMS”) for MSS 2631/2024 elaborated on the orders in MSS 2631/2024 in the following terms:

1. [The Father] is to pay to [the Mother] arrears of \$18,000.00 as at 28 November 2024 (excluding maintenance for July 2025) on or before the dates set out as follows:
 - a. \$500.00 on or before 15 August 2025 and the remaining \$17,500.00 in instalments of \$500.00 on or before the 15th day of each month with effect from 15 September 2025.
2. The above-mentioned sums are to be deposited by [the Father] into [the Mother's] POSB Bank account number [redacted].
3. For the avoidance of doubt, the maintenance payable under the existing Maintenance Order remains payable.
4. Upon [the Father's] failure to pay any of the above-mentioned instalments of the maintenance arrears in accordance with the above-mentioned instalment plan, the full amount owing shall become immediately due and enforceable.
5. [The Father] is to show proof of payment at the FJC Service Hub (Family Justice Court building) at 03.00 pm on each of the days set out below:

	Arrears amount to be paid	Maintenance amount to be paid	Total amount to be paid	Date on which attendance in Court is required
1	\$500.00	\$0.00	\$500.00	22 August 2025
2	\$500.00	\$0.00	\$500.00	22 September 2025
3	\$500.00	\$0.00	\$500.00	22 October 2025

6. Until the above arrears are fully paid, the Summons issued against [the Father] shall remain in force and [the Father] shall attend Court as and when directed by the Court.
7. In the event that [the Father] fails to make any one or more payments required to be made under this Order, [the Father] may be directed to attend before the Court and be dealt with under section 71 of the Women's Charter 1961 and may be required to show cause why he should not be subject to further orders under section 71(1) of the Women's Charter.

8. In respect of the above-mentioned dates when [the Father] is to show proof of payment, the attendance of [the Mother] shall be dispensed with unless payment is not received.
9. [The Father] is permitted to show proof of payment as set out above through the Family Justice Courts' iFAMS online system provided that such proof of payment is submitted no later than 3 working days prior to the dates set out above. For the avoidance of doubt, [the Father] is required to attend at the above-mentioned stipulated place to show proof of payment on each of the dates set out above unless specifically excused by a notice in writing from the Court that [the Father's] proof of payment is in order.
10. Each party is to bear his/her own costs.

8 On 14 August 2025, the Father filed a Notice of Appeal against the whole of my decision given on 31 July 2025 in FC/OADV 78/2025 and MSS 2631/2024.

The parties' cases

9 The Father filed a total of 3 affidavits for FC/OADV 78/2025 and MSS 2631/2024. These are (in the sequence in which the affidavits were filed):

- (a) the Father's affidavit in response to MSS 2631/2024 filed on 31 January 2025 ("FA1");
- (b) the Father's affidavit in support of FC/OADV 78/2025 filed on 7 February 2025 ("FA2"); and
- (c) the Father's affidavit in support of FC/OADV 78/2025 filed on 7 April 2025 ("FA3").

10 The Mother did not file any affidavit for MSS 2631/2024. However, she submitted a Monthly Expenses Form dated 25 December 2024 ("M1"), and a

Calculation of Arrears form dated 24 December 2024, both of which were attached to her solicitors' written submissions for the hearing. The Mother filed one affidavit for FC/OADV 78/2025.

11 The Father gave the following evidence in his affidavits.

(a) The Father is working as a Senior Business Development Manager with a monthly gross income of \$8,540 and a monthly take-home or nett pay of \$7,359.¹

(b) The Father's monthly expenses amount to \$2,385,² and the Child's monthly expenses amount to \$2,221.70.³

(c) Although the Interim Judgment gave the Mother care and control of the Child from Friday 12 pm to Sunday 8 pm, the Mother did not actually take over care and control of the Child during this period each week.⁴

(d) For the first 3 months after the Interim Judgment was granted, the Mother did care for the Child from Friday evenings till Sunday mornings, but over time, this was reduced to just one overnight stay from Saturday evening to Sunday around noon on certain weekends.⁵

¹ See FA1 paragraph 7, and FA3 paragraphs 8 and 13.

² See FA1 paragraph 8, and FA3 paragraph 15.

³ See FA1 paragraph 9, FA2 paragraph 12, and FA3 first paragraph 17. (There are 2 paragraphs numbered "17" in FA3.)

⁴ See FA1 paragraph 12, FA2 paragraph 10, and FA3 second paragraph 17 subparagraphs 1 and 2.

⁵ See FA2 paragraph 10, and FA3 second paragraph 17 subparagraph 2.

(e) From August 2017⁶ or August 2020⁷, the Mother would only arrange to have dinner with the Child on some Saturdays, and the Child did not stay over with the Mother.⁸

(f) As the Father has been the parent taking care of the Child and managing the Child's expenses, the Mother is not entitled to enforce the order for the maintenance of the Child against the Father.⁹

(g) The Father paid \$500 per month to the Mother for child maintenance for only around 6 months after the Interim Judgment was granted (i.e. from August 2013 to January 2014). The Father stopped making the payment "when the Child no longer stayed with the [Mother], and when she had ceased providing any financial support towards the Child's expenses".¹⁰

(h) The Father knew that the Mother paid for the Child's meal when the Mother and the Child ate out together, and that the Mother gave the Child some cash on an ad-hoc basis (around \$20) to supplement his pocket money when they met.¹¹

12 The Mother gave the following evidence in her affidavit for FC/OADV 78/2025 filed on 9 June 2025 ("MA1").

⁶ See FA1 paragraph 12.

⁷ See FA2 paragraph 10, and FA3 second paragraph 17 subparagraph 2.

⁸ See FA1 paragraph 12, FA2 paragraph 10, and FA3 second paragraph 17 subparagraph 2.

⁹ See FA1 paragraphs 14 and 15, FA2 paragraph 12 and FA3 second paragraph 17 subparagraph 4.

¹⁰ See FA2 paragraph 14, and FA3 second paragraph 17 subparagraph 6.

¹¹ See FA2 paragraph 15, and FA3 second paragraph 17 subparagraph 6.

(a) The Mother always tried to take care of the Child during her designated time from Friday 12 pm to Sunday 5 pm. On the weekends when the Mother had to work, she made other arrangements to make sure she still spent time with the Child and stayed involved in his life by “coordinating a replacement time” with the Father.¹²

(b) The Father often made it hard for the Mother to spend time with the Child. There were “many times” when the Mother’s parenting time was limited because the Father “gave last minute reasons” or “didn’t communicate properly”. There were several weekends when the Mother was told that the Child could not stay over, and could only meet for dinner, usually because of schoolwork or exams. There were also multiple occasions when the Mother was not informed by the Father, and found out from the Child, that the Child had travelled overseas with the Father. The Father deliberately limited the Child’s time with the Mother by using different excuses.¹³

(c) The Mother also gave in to the Child’s requests to change the Mother’s care and control period. The requests could be made during festive seasons or for other excuses (e.g. to attend Buddhism class or to visit the Father’s mother).¹⁴

(d) The order in the Interim Judgment requiring the Father to pay the Mother \$500 per month as child maintenance was made by consent. When the Father stopped making those payments, the Mother did not

¹² See MA1 paragraph 4.

¹³ See MA1 paragraphs 5 to 7.

¹⁴ See MA1 paragraph 10 and pages 6 to 12 and 14.

enforce the order at that time as the Mother was concerned that doing so might damage the relationship between the Child and the Mother.¹⁵

(e) The child maintenance of \$500 per month was agreed on the basis that the Mother would exercise care and control of the Child from Friday 12 pm to Sunday 5 pm, and would cover the Child's expenses during this period. However, the Mother has been deprived of meaningful care and control time with the Child. Nevertheless, the Mother continued to give the Child cash whenever she had the opportunity to meet him. There was therefore no material change in circumstances to justify varying the order for the maintenance of the Child, as the care and control arrangements for the Child remained unchanged.¹⁶

13 During the hearing on 31 July 2025, I asked the parties' counsel to address the Court on the following matters:

- (a) when did the Child stop staying with the Mother at any time from Friday to Sunday, as envisaged by the Interim Judgment ("First Issue");
- (b) after the Child stopped staying with the Mother in the manner envisaged by the Interim Judgment, what form of provision of "accommodation, clothing, food and education" did the Mother provide the Child, and what was the period of such provision ("Second Issue"); and

¹⁵ See MA1 paragraph 12.

¹⁶ See MA1 paragraphs 13 to 15.

(c) when did the Father stop paying the Mother maintenance for the Child (“Third Issue”).

14 The Father’s counsel submitted as follows:

(a) On the First Issue, there was no specific date or point in time when the Child stopped staying with the Mother. Instead, it was gradual decrease over time. In the Interim Judgment, it was 2 nights. Slowly it became 1 night, from Saturday afternoon to Sunday morning or afternoon. Eventually, it became just weekend meals with the Mother. The Father could not pinpoint a certain point when overnight access stopped. However, since August 2020, the Mother would arrange to have dinner with the Child only on Saturdays.

(b) On the Second Issue, the Father’s position was that the Mother’s financial provisions for the Child were limited to paying for the Child’s meals, giving additional pocket money, and buying items when the Mother and the Child went shopping together. The Father was unable to quantify the extent of the Mother’s financial provisions for the Child. However, the Father’s counsel agreed that the Mother spends about \$250 per month on the Child.

(c) On the Third Issue, the Father stopped making payments after January 2014.

15 The Mother’s counsel submitted as follows:

(a) On the First Issue, the Child stopped staying overnight with the Mother from May 2023 onwards. This was supported by a WhatsApp message sent by the Child to the Mother on 3 April 2023, which was

exhibited at page 10 of MA1. Before that, the Mother would care for the Child during the designated time from Friday to Sunday, as stated in paragraph 4 of MA1.

(b) On the Second Issue, the Mother covered the Child's expenses during the period she had care and control of the Child, as stated in paragraph 13 of MA1. The Mother gave the Child pocket money amounting to \$120 per month, and spent \$30 per week for other expenses for the Child, as set out in M1. The Father admitted, in paragraph 8 of his counsel's written submissions, that the Mother had incurred "ad hoc expenses involving paying for [the Child's] meals and buying for [the Child] items / toys when they meet, and giving [the Child] cash as additional pocket money".

(c) On the Third Issue, the Father stopped paying child maintenance in February 2014.

Decision

FC/OADV 78/2025

16 Section 68 of the Women's Charter 1961 (2020 Rev Ed) requires each parent of a child to maintain or contribute to the maintenance of the child, whether the child is in the parent's custody or the custody of any other person, either by providing the child with such accommodation, clothing, food and education as may be reasonable, having regard to the parent's means and station in life, or by paying the cost thereof.

17 Paragraph 3(a), (e) and (f) of the Interim Judgment contained consent orders that envisaged that:

- (a) both parties would have joint custody, and shared care and control, of the Child;
- (b) the Father would have care and control of the Child from Sunday 8 pm to Friday 12 noon, with reasonable access to the Mother;
- (c) the Mother would have care and control of the Child from Friday 12 noon to Sunday 8 pm, with reasonable access to the Father;
- (d) the Father would pay the Mother \$500 per month as maintenance for the Child; and
- (e) in addition, the Father would bear all of the Child's school fees, medical expenses, dental expenses and educational related expenses up to tertiary level.

18 The Interim Judgment recognised the differences between the means of the Father (who was earning a monthly gross income of \$8,540 when I heard the applications) and the Mother (who was earning a monthly gross income of \$2,100 when I heard the applications). Therefore, paragraph 3(e) of the Interim Judgment required the Father to contribute \$500 each month to the Mother's maintenance of the Child during the periods in that month when the Mother had care and control of the Child, while paragraph 3(f) of the Interim Judgment required the Father to bear all of the Child's school fees, medical expenses, dental expenses and educational related expenses up to tertiary level.

19 Under paragraph 3(a)(ii) of the Interim Judgment, the Mother was to have care and control of the Child from Friday 12 noon to Sunday 8 pm. As this order contemplated that the Child would stay overnight with the Mother, the Mother's duty under section 68 of the Women's Charter 1961 extended to

providing the Child with suitable accommodation while the Mother had care and control of the Child. The cost of renting premises that can accommodate both the Mother and the Child does not vary according to the number of days in a month that the Child stays overnight with the Mother. Therefore, so long as the Child continued to stay overnight with the Mother at any time in a month:

- (a) the Mother's duty to maintain the Child extended to providing the Child with suitable accommodation;
- (b) the Mother would have to incur the costs of providing such accommodation, regardless of the number of days when the Child stayed overnight with the Mother; and
- (c) there was no reason to reduce the Father's contribution to the Mother's maintenance of the Child merely on account of the Child staying overnight with the Mother on fewer days per month than contemplated under paragraph 3(a)(ii) of the Interim Judgment.

20 There is some evidence that the Child was still staying overnight with the Mother until 2023.

- (a) The following exchange of WhatsApp messages between the Child and the Mother on 3 April 2023 (reproduced from page 10 of MA1) suggests that as at 3 April 2023, the Father had agreed that Child would stay overnight with the Mother from Friday, 7 April 2023 (which was Good Friday in 2023) to Saturday, 8 April 2023.

Child:

Mummy, daddy say friday go your house then saturday come back [19:27]

Are you free on firday? [19:27]

Mother:

Yes can bae. But why? [19:29]

Child:

Ok [19:31]

I can only stay next friday [19:31]

Other days cannot stay [19:31]

Cause firday good frieay [19:31]

Friday [19:31]

(b) The following exchange of WhatsApp messages between the Mother and the Father on 4 and 5 March 2023 (reproduced from page 44 of FA1, page 15 of FA2, and page 66 of FA3) suggests that the Child stayed overnight with the Mother from Saturday, 4 March 2023 to Sunday, 5 March 2023.

[4 Mar 2023]

Mother:

Hi there. I'm coming later around 5 plus [3:26 PM]

Father:

Ok will let [the Child] know [3:28 PM]

Mother:

Hi. I've reaching [5:08 PM]

Father:

Will ask [the Child] to meet u at Cash Converter [5:09 PM]

Tomorrow fetch [the Child] at 9.35 am as he has Buddhism class [5:11 PM]

Mother:

Ok thanks [5:21 PM]

Father:

[The Child] at cash converter now [5:23 PM]

Mother:

Yes. [5:23 PM]

Father:

He cannot find u [5:23 PM]

Mother:

Nope. He did managed [5:59 PM]

[5 Mar 2023]

Father:

Good morning will fetch [the Child] at 9.35 am [9:06 AM]

Mother:

Ok [9:13 AM]

21 These exchanges contradicted the Father's claims that from August 2017 (according to paragraph 12 of FA1) or August 2020 (according to paragraph 10 of FA2, and the second paragraph 17 of FA3), the Mother would only arrange to have dinner with the Child on some Saturdays, and the Child did not stay over with the Mother. These exchanges also supported the Mother's claim that the Father dictated when the Child could stay overnight with the Mother, and prevented the Mother from exercising care and control of the Child to the full extent of the Mother's entitlement under the Interim Judgment.

22 The Mother admitted through her counsel that from May 2023 onwards, the Child stopped staying overnight with the Mother. Thereafter, the Mother's only expenses in relation to maintaining the Child comprised pocket money of \$120 per month and miscellaneous expenses of \$30 per week (or approximately \$130 per month, calculated from \$30 per week times 52 weeks per year divided by 12 months). By the Mother's own admission, the amount that she now spends per month on the Child amounts to no more than \$250. While there is evidence suggesting that the Father had prevented the Mother from exercising care

and control of the Child to the full extent of the Mother's entitlement under the Interim Judgment, this did not change the fact that over time, there was an actual reduction in the amount incurred by the Mother in maintaining the Child. This constituted a change in the circumstances sufficient to justify reducing the amount of the maintenance contributed monthly by the Father.

23 The Mother is also liable to contribute to the maintenance of the Child. On the evidence, the Father's monthly gross income is \$8,540, while the Mother's monthly gross income is approximately \$2,100. As the Father's monthly gross income is slightly more than 4 times the Mother's monthly gross income, in line with the parties' relative earning capacities, I decided that the Father should bear 80% of the amount of \$250 that the Mother pays each month for the maintenance of the Child. I therefore reduced the amount of the Father's contribution to the Mother's maintenance of the Child from \$500 per month to \$200 per month.

24 I then considered whether the variation in the amount of maintenance should be backdated. As the Mother admitted that the Child stopped staying overnight with her from May 2023 onwards, it would not be fair to require the Father to contribute \$500 per month to the Mother's maintenance of the Child after May 2023. I therefore backdated the variation in the amount of maintenance to 1 June 2023, and ordered that the amount payable by the Father to the Mother as maintenance for the Child under paragraph 3(e) of the Interim Judgment be reduced to \$200 per month with effect from 1 June 2023.

MSS 2631/2024

25 It is not disputed that the Father stopped contributing to the Mother's maintenance of the Child from February 2014. There is inconsistency in the Father's evidence as to whether the Child stopped staying overnight with the Mother from August 2017¹⁷ or August 2020¹⁸. Regardless of the position adopted by the Father, there is evidence, including from the Father's affidavits,¹⁹ that the Child continued to stay overnight with the Mother in 2023.

26 During the period from February 2014 to the time the Child stopped staying overnight with the Mother, the Child continued to receive at least accommodation and food from the Mother. Therefore, there was no reason to reduce the Father's liability for the agreed maintenance during that period.

27 Although the Father (by his own admission) has been in arrears since February 2014, the Mother only claimed maintenance arrears of \$18,000 as at 28 November 2024. Simple arithmetic will show that the Mother did not claim the full amount of maintenance that the Father had denied the Mother, based on the Father's admission of when he stopped paying maintenance.

28 Both parties assumed that section 91R(4) of the Women's Charter 1961 applied to this case. Section 91R(4) of the Women's Charter 1961 states:

(4) Maintenance arrears are not recoverable in any proceedings (whether commenced before, on or after the date of commencement of section 24 of the Family Justice Reform Act 2023) from the defaulter if the amount accrued due more than 3 years before the commencement of the proceedings, unless —

¹⁷ See FA1 paragraph 12.

¹⁸ See FA2 paragraph 10, and FA3 second paragraph 17 subparagraph 2.

¹⁹ See the exchange of WhatsApp messages between the Mother and the Father on 4 and 5 March 2023 set out at page 44 of FA1, page 15 of FA2, and page 66 of FA3.

- (a) other proceedings to recover the amount from the defaulter had previously been commenced within 3 years (or any longer period that the court in those proceedings may have allowed) after the amount accrued due; or
- (b) the court, under special circumstances, otherwise allows.

29 The predecessor of section 91R(4) of the Women’s Charter 1961 is section 121(3) of the Women’s Charter 1961 as in force immediately before 16 January 2025, which has a different ambit, and states:

(3) No amount owing as maintenance is recoverable in any suit if it accrued due more than 3 years before the institution of the suit unless the court, under special circumstances, otherwise allows.

30 Section 91R of the Women’s Charter 1961 is contained in the present Part 9 of the Women’s Charter 1961. When section 91R, and the rest of the present Part 9, of the Women’s Charter 1961 came into operation on 16 January 2025, they only applied to certain classes of maintenance orders.

31 Part 9 of the Women’s Charter 1961 was replaced by section 24 of the Family Justice Reform Act 2023 (Act 18 of 2023) (the “FJRA”). Section 121 of the Women’s Charter 1961 was deleted by section 25 of the FJRA. Section 45(13) to (15) of the FJRA sets out the saving and transitional provisions for sections 24 and 25 of the FJRA in the following terms:

(13) Subject to regulations made under subsection (15), despite sections 16, 19, 20, 21, 22, 24, 25 and 35(b), sections 69, 71, 71A, 71B, 71C, 74, 75, 76, 77, 121, 121G(2) and Part 9 of the Women’s Charter 1961, as in force immediately before the date of commencement of sections 16, 19, 20, 21, 22, 24, 25 and 35(b), continue to apply as if sections 16, 19, 20, 21, 22, 24, 25 and 35(b) had not been enacted.

(14) Subsection (13) ceases to apply to any class of maintenance orders, and in the circumstances, as may from time to time be prescribed under subsection (15).

(15) The Minister charged with the responsibility for law may, by regulations prescribe —

- (a) the classes of maintenance orders and circumstances for the purposes of subsection (14); and
- (b) such provisions of a saving or transitional nature consequent on the regulations made under paragraph (a) as the Minister may consider necessary or expedient.

32 By virtue of section 45(13) of the FJRA, Part 9 and section 121 of the Women’s Charter 1961, as in force immediately before 16 January 2025, continue to apply to the enforcement of maintenance orders as if sections 24 and 25 of the FJRA had not been enacted. However, the Minister for Law may make regulations under section 45(15) of the FJRA to prescribe a class of maintenance orders to which, and the circumstances in which, section 45(13) of the FJRA would cease to apply. Where the Minister for Law has made such regulations, then by virtue of section 45(14) of the FJRA, section 45(13) of the FJRA would cease to apply to the prescribed class of maintenance orders, and consequently, the present Part 9 (including section 91R) of the Women’s Charter 1961 will apply to that class of maintenance orders.

33 The regulations made by the Minister for Law under section 45(15) of the FJRA were the Family Justice Reform Act 2023 (Cessation of Application of Section 45(13)) Regulations 2024 (G.N. No. S 994/2024) (the “Cessation Regulations”). When the Cessation Regulations came into operation on 16 January 2025, regulation 3 of those Regulations provided for the cessation of the application of section 45(13) of the FJRA in the following terms:

Cessation of application of section 45(13) of Act

3. For the purposes of section 45(14) of the Act, section 45(13) of the Act ceases to apply on or after 16 January 2025 to any relevant maintenance order in respect of which —

- (a) there is at least one concluded maintenance enforcement application; and
- (b) there is no pending maintenance enforcement application.

34 MSS 2631/2024 was commenced on 28 November 2024. When section 24 of the FJRA (and consequently, the present Part 9 of the Women’s Charter 1961) came into operation on 16 January 2025, the version of the Cessation Regulations that applied to MSS 2631/2024 was the version as in force on 16 January 2025. Although the maintenance order that the Mother sought to enforce in MSS 2631/2024 (namely, paragraph 3(e) of the Interim Judgment) was a “relevant maintenance order” (as defined in regulation 2(1) of the Cessation Regulations), there was no previous maintenance enforcement application made in respect of that maintenance order. Therefore, section 45(13) of the FJRA did not cease to apply to paragraph 3(e) of the Interim Judgment. Consequently, by virtue of section 45(13) of the FJRA:

- (a) the present Part 9 (including section 91R) of the Women’s Charter 1961, which came into operation on 16 January 2025, did not apply to MSS 2631/2024; and
- (b) Part 9 of the Women’s Charter 1961, as in force immediately before 16 January 2025, continued to apply to MSS 2631/2024, as if the present Part 9 (including section 91R) of the Women’s Charter 1961 had not been enacted.

35 The version of the Cessation Regulations as in force on 16 January 2025 continued to apply until immediately before 1 October 2025. As such, section 91R of the Women’s Charter 1961 did not apply to MSS 2631/2024 when the matter was heard on 31 July 2025. As the Mother only claimed arrears of \$18,000, but the total amount of maintenance that the Father had failed to pay

under paragraph 3(e) of the Interim Judgment was significantly more than that, I assessed the amount of maintenance arrears as at 28 November 2024 to be \$18,000 (calculated from \$500 times 12 months times 3 years). To be clear, even after taking into account the reduction in the Father's contribution to the Mother's maintenance of the Child from \$500 to \$200 with effect from 1 June 2023, the total amount that the Father failed to contribute towards the Mother's maintenance of the Child in the 4-year period from December 2020 to November 2024 would have exceeded \$18,000.

36 The parties did not submit on whether section 121(3) of the Women's Charter 1961 (as in force immediately before 16 January 2025) might apply to MSS 2631/2024 in place of section 91R(4) of the Women's Charter 1961.

37 Even if section 91R(4) of the Women's Charter 1961 (or section 121(3) of the Women's Charter 1961 as in force immediately before 16 January 2025) had applied to MSS 2631/2024, I was of the view that there were special circumstances, under section 91R(4)(b) of the Women's Charter 1961 (or section 121(3) of the Women's Charter 1961 as in force immediately before 16 January 2025), for the Court to allow the Mother to recover \$18,000 of maintenance arrears from the Father. The amount of \$18,000 would have represented 3 years of arrears, if the Court had not reduced the Father's contribution to the Mother's maintenance of the Child from \$500 to \$200 with effect from 1 June 2023. Given the Father's egregious failure to comply with paragraph 3(e) of the Interim Judgment since February 2014, despite the Father's ability to contribute to the Mother's maintenance of the Child, it would not be fair to reduce the amount of arrears that the Mother would otherwise have been entitled to recover under paragraph 3(e) of the Interim Judgment, had the Court not reduced the Father's liability for maintenance. Further, even after

taking into account the reduction in the Father's contribution to the Mother's maintenance of the Child from \$500 to \$200 with effect from 1 June 2023:

(a) the amount of \$18,000 was less than the amount that the Father would have been liable to pay in the 4-year period from December 2020 to November 2024; and

(b) the \$18,000 of maintenance arrears that the Court allowed the Mother to recover from the Father would have represented amounts that accrued due no more than 4 years before the commencement of MSS 2631/2024.

38 After I assessed the amount of maintenance arrears as at 28 November 2024 to be \$18,000, the Father's counsel proposed that the Father pay \$500 per month towards the maintenance arrears, in addition to the \$200 per month that will be payable as maintenance moving forward.

39 I therefore ordered the Father to pay the maintenance arrears of \$18,000 (as at 28 November 2024) in 36 monthly instalments of \$500 per month, with the first payment to be paid by 15 August 2025, and with subsequent payments to be made by the 15th day of each subsequent month. I also ordered the Father to show proof of payment of the arrears for 3 months starting in August 2025, given that the Father had failed to contribute to the Mother's maintenance of the Child since February 2014.

Costs

40 Both parties' counsel proposed that each party should bear his or her own costs for both applications.

41 As each party had succeeded in the application taken out by that party but failed in the application taken out by the other party, I agreed with the position on costs proposed by both parties' counsel. I therefore ordered each party to bear his or her own costs for both applications.

Phang Hsiao Chung
District Judge

Ms Nur Amalina Binte Saporin (Adel Law LLC) for the Father,
applicant in FC/OADV 78/2025 and respondent in MSS 2631/2024;
Ms Fang Yashi (Malcus Poh Law Corporation) for the Mother,
respondent in FC/OADV 78/2025 and applicant in MSS 2631/2024.
