IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 20

Maintenance Summons No 454 of 2024

Between

XTG

… *Applicant*

And

XTH

… *Respondent*

Maintenance Summons No 1672 of 2024

Between

XTH

… *Applicant*

And

XTG

… *Respondent*

GROUNDS OF DECISION

[Family law – enforcement of maintenance order – arrears accrued more than three years as of time of application under section 121(3) of Women's Charter – whether special circumstances exist]

[Family law – enforcement of maintenance order – onus on Respondent to show 'good cause' not mere cause – whether social welfare benefits amount to showing good cause for non-payment of maintenance]

[Family law – variation of maintenance order – special needs child – whether social welfare benefits amount to change in circumstances – assessing reasonable expenses where special needs child is concerned –whether social welfare benefits absolve a parent from paying maintenance]

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Family Justice Courts – Maintenance Summons No 454 and 1672 of 2024

District Judge Kathryn Thong
11 February, 10 April, 17, 18 and 23 June 2025

24 October 2025

District Judge Kathryn Thong:

Introduction

1 These proceedings concerned the maintenance of a pair of 10-year-old twins who suffer from autism. They are largely non-verbal and need help with daily living. The offspring of the mother, ("M"), a South African national and the Father, ("F"), a French national working in Singapore since 2015, the twins presently reside in France with the M.

2 In 2018, while the family was still residing in Singapore, the M obtained a maintenance order ("MO") in favour of the twins. The MO provided for a monthly maintenance sum of $1,600 in total for both children. In addition, the F was to bear all school related expenses as well as a sum of $1,500 as

accommodation/rental expenses. Eventually, the M would move to France with the twins shortly after the MO was issued while the F remained in Singapore.

3 In February 2024, the M filed for enforcement of the said MO *vide* MSS 454/2024, alleging to have received only one payment thereunder, and sought to enforce arrears from May 2018 onwards.

4 A few months later in July 2024, the F applied for variation of the MO to 'zero', *vide* MSS 1672/2024 and for the variation to be backdated to 2018 when the children started living in France as they were enjoying government benefits which presumably exceeded their needs.

5 Eventually I found that the M was entitled to arrears of **$105,600** from 2020 onwards. As for the F's application, I ordered that he pay a reduced amount of maintenance of $1,091 from July 2025 onwards and rejected his request for backdated variation to 2018.

6 These grounds of decision set out the court's views on how social welfare benefits may be considered in the context of applications for enforcement and variation, and in particular whether they can amount to showing good cause for a payer defaulting in his maintenance obligations, and merit a reduction in maintenance.

7 It also suggests general considerations in assessing reasonable expenses for a special needs child and seeks to elucidate the threshold of the legal burden on respondents in enforcement proceedings.

8 The names of the children in these grounds of decision are pseudonyms.

Brief facts

9 Parties had resided in Singapore from 2015 onwards when the F's work brought him here from France. Unfortunately, parties' relationship broke down. In 2018, when the twins, Madeline and Antonio were three years old, the M applied for maintenance and obtained the MO on 6 April 2018. A few days later on 11 April 2018, parties entered into a consent order in an application launched by the F under the Guardianship of Infants Act ("the OSG orders"). Under the latter, parties had joint custody of the twins, and the M was allowed to relocate to France with the children while the F would be allowed to visit them annually.

10 Shortly after the OSG orders were granted, the M went to Cameroon to work and the children were cared for by her mother. Here and there, she got some financial support from her family members as the F did not send her maintenance. In the enforcement proceedings, the F would explain he had refused to do so as his payments into the designated bank account stated in the MO had bounced in September 2018, and he did not trust the alternative bank account number the M later personally furnished him.

11 The twins were only diagnosed with autism sometime in 2019-2020. As the health authorities in Cameroon were unable to care for the twins, the M moved to France where the children could receive the necessary interventions and social welfare benefits. In the meantime, her request to the F to pay the maintenance into her French bank account was ignored. Between seeking government assistance for early intervention for the children and searching for appropriate school placements, the M would state that claiming maintenance arrears from the F was not her top priority.

12 In 2020, the M informed the F via Whatsapp that the children had severe special needs that required intervention. Her message was, according to the F, a bolt from the blue. In his own words[1],

> [35] Eventually, I received a Whatsapp message from [the M] saying that she had relocated to France with the children and that I should continue transferring the monies to a new bank account in France. I did not adhere to this as this was not what was in the said order. I was also not sure whose [account] this was as [the M] was only informing me about the account at that time. Following this, [the M] stopped communicating with me and she refused to give me details about her and the children's whereabouts and deprived me from accessing or communicating with the children once again.
>
> [36] Then suddenly in 2020, when the children were about 5 years old, [the M] sent me many photographs of the children and was sharing with me contacts from their school in France. I contacted the school shared by [the M] and a specialist in the school informed me that both the children, Madeline and Antonio were exhibiting verbal autism, with serious developmental delays. I was devastated upon receiving the said information and it made me wonder what [the M]'s intention was, for her to get the school to share this information with me at this point in time. **I was emotionally drained and eventually, I stopped communicating with [the M] and blocked her on Whatsapp and I was also trying to focus on my life and my employment here in Singapore.**
>
> **[37] Since then she did not communicate with me nor update me about the children. For the reasons as set out in the narrative above, I did not contact her and she did not contact me and we just proceeded with life.**
>
> **[own emphasis]**

13 This appeared to be the general state of affairs between parties until the M filed for enforcement. The F then appointed a registered French lawyer practising in a firm in Singapore, who attempted negotiations with the M to no avail. The said counsel then rendered an expert opinion on the benefits the M

[1] [35] – [37] of the F's affidavit of evidence in chief, affirmed on 30 September 2024.

was potentially receiving in France. Suffice to say, parties were unable to resolve both applications out of court and both matters were fixed for hearing.

The court's findings

Did s 121(3) of the Women's Charter apply and if so, were there special circumstances?

14 A preliminary issue was whether the M was entitled to enforce more than three years' worth of maintenance given the restriction under section 121(3) of the Women's Charter ("the Charter"):

> (1) 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.**
>
> **[own emphasis]**

15 The Women's Charter ("Charter") does not specify what qualifies as "special circumstances" under section 121(3). Generally, these are circumstances which are sufficiently persuasive in themselves that to ignore them would do great injustice to the party receiving maintenance (see *Koay Guat Kooi (mw) v Eddie Yeo* [1997] SGHC 197 at [12]).

16 The purpose of the time bar is to ensure that a respondent is not blindsided by a sudden and large amount of arrears that might cause hardship to him. This however, must be balanced against the hardship the applicant suffers if the time bar were to apply, and the principle that a respondent should not be permitted to profit from his/her own wrong.

17 I find that there were special circumstances in the present case. Taking care of a pair of young, non-verbal autistic twins on her own while also desperately seeking intervention for them, it was understandable that enforcing

maintenance was not the M's priority. This is especially given the opportunity cost of having to fly to Singapore or appointing Singapore lawyer(s) to take out the necessary legal proceedings.

18 That said, I only allowed the M to claim unpaid maintenance from 2020 onwards. I accepted that there had been poor to almost no communication between the parties and insofar as the F's reason for defaulting was because he was unaware of the children's whereabouts, by 2020 it would have been patently clear to him that the children were residing in France when the M messaged him over Whatsapp and shared with him a list of specialists in Singapore he could reach out to in order to secure intervention for the children.

19 From January 2020 till June 2025 (the month of the hearings), this was a period of 66 months. The arrears for this period came up to $105,600 based on the fixed monthly maintenance of $1,600. I disallowed the M's claim for arrears in relation to the children's therapy and related expenses as I agreed with counsel for the F, Mr Dodwell, that these fell outside the scope of the MO as they did not appear to be required by the children's school. The court can only enforce what an order provides for. Arrears for accommodation expenses were also excluded from enforcement at the M's request – she candidly pointed out that her accommodation was being paid for by the French government.

Has the F 'shown good cause' for failing to pay maintenance?

20 Having established the quantum of arrears that was enforceable under section 71 of the Charter, the next inquiry was whether the F had furnished good reasons at law, for failing to pay maintenance.

To 'show cause' and 'show good cause'

21 Section 71 enforcement proceedings are commonly known as 'show cause' proceedings. In *Lai Ching Kin v Ng Chin Chye* [2001] SGDC 228 at [10], it was held that:

> …the quintessential characteristic of enforcement proceedings is the opportunity that is made available to the Respondent to "show cause" (which is the term found in the summons that is served on Respondents generally…)…or in simple language, "show reason" why the maintenance in arrears should not be enforced in full…or in part.

22 The Family Justice (General) Rules 2024, P.3, r.15(3) provides that if the enforcement court intends to impose a sentence of imprisonment for arrears owing as of the time of the enforcement application, the court must, before imposing the sentence of imprisonment, require the respondent's personal attendance in court and -

> (b) give the respondent the opportunity –
>
> (i) to prove to the satisfaction of the Court that the respondent has made the payment or payments required to be made under a maintenance order; or
>
> (ii) to **show cause** for the respondent's failure to make the payment or payments.

23 In *Words, Phrases & Maxims Legally & Judicially Defined*[2], the learned author observes that the expression "show cause":

> … does not imply that a mere opportunity of submitting an explanation is enough. It implies that adequate opportunity of leading evidence in support of the contentions raised against his [*sic*] must be given and where necessary, opportunity of cross-examining witness of the other side and of addressing arguments be afforded. *Shyamlal v State of UP* AIR 1954 All 235 at 234.

[2] Anandan Krishnan, *Words, Phrases & Maxims Legally & Judicially Defined,* Vol. 8, (2008 Ed, Lexis Nexis), p 664.

24 From the above definitions of 'show cause', it can be gleaned that it is an important *procedure* where a respondent explains his/her default and to that end, the respondent is to be allowed to examine and cross-examine witnesses.

25 That the term 'show cause' in the context of maintenance enforcement proceedings has historically been used in subsidiary legislation rather than primary legislation, may give rise to the perception that 'show cause' is primarily a matter of procedure.

26 But 'show cause' also has a substantive dimension to it, which is that the respondent's explanation must persuade the court that there was good reason for his/her conduct.

27 This requirement for the explanation to satisfy the court is rather implicit and it may not be readily apparent to parties in enforcement proceedings what the content of the burden to 'show cause' consists of. Indeed, if the casual excuses respondents in enforcement proceedings often give are any indication, some exposition on the content of this obligation could be helpful.

28 In the case of *VUJ v VUK* [2021] SGFC 87, the court listed some examples where the court found that a respondent had shown cause, and I gratefully reproduce [21] of the judgment here:

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

> with the terms of the maintenance order (see *TDR v TDS* [2014] SGDC 183 at [22] – [27]);
>
> (c) where a complainant had used monies belonging to the respondent to pay for expenses which were within the scope of the maintenance order such that the respondent should be treated as having paid for those expenses (see for eg. *TXY v TXZ* [2017] SGFC 21); and
>
> (d) where a respondent had a good track record of payment but is facing genuine financial difficulties in keeping up with the payments (see for eg.*VSP v VSQ* [2021] SGFC 71, a case involving financial difficulties brought about by the COVID-19 pandemic).

29 It is not difficult to appreciate in the scenarios outlined above why the court found that the respondent had shown good reasons for not paying maintenance. Less intuitive for respondents though, is why the court refuses to accept a lack of a respondent's access to his/her child, or a respondent's unilateral deduction from the fixed maintenance sum expenses which the respondent incurred for the child on his/her own volition (and without the care and control parent's consent or knowledge), as amounting to 'showing cause'.

30 Why do such reasons not amount to 'showing cause'? It is this court's view that how enforcement proceedings have proceeded in the courts thus far is for the respondent to show '*good* cause' that would excuse his default in paying maintenance.

31 The term 'good cause' appears in section 72 of the Charter, which sets out the threshold for the rescission and variation of a maintenance order:

> **72.**—(1) On the application of any person receiving or ordered to pay monthly sums under this Part and on proof of a change in the circumstances of that person, or that person's wife, incapacitated husband 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.
>
> [own emphasis]

32 Section 91O of the recently amended Charter[3] also requires a respondent to "show good cause" as to why he defaulted on his maintenance obligations under a show payment order, failing which, the default term of imprisonment takes effect:

> 91O.—(1) Where a court has specified a term of imprisonment under section 81(2)(d) or (4)(a)(ii) in respect of a respondent, the court may sentence the respondent to imprisonment if —
>
> (a) the respondent fails to prove to the satisfaction of the court, by any date specified under section 81(2)(c) or (4)(a)(i) in respect of an amount to be paid, that the respondent has paid that amount by the date specified in the order under section 81(2)(b) or (4)(a)(i)(A) (as the case may be) for payment of that amount; and
>
> (b) the court is satisfied that the respondent has shown no good cause for his or her failure mentioned in paragraph (a).

33 While not defined in the Charter, 'good cause' is defined in Black's Law Dictionary (12th Ed., 2014)[4] as:

> A legally sufficient reason. **Good cause is often the burden placed on a litigant (usu. by court rule or order) to show why a request should be granted or an action excused**…Also termed good cause shown; just cause; lawful cause; sufficient cause.
>
> [own emphasis]

34 It is: "Reason which is found to be adequate or proper and justified by a court or a competent authority dealing with the matter." [5]

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[3] The Charter as of 16 January 2025.

[4] Black's Law Dictionary, Chief Editor Bryan A. Garner, Twelfth Edition, Thomson Reuters, p.275.

[5] Anandan Krishnan, *Words, Phrases & Maxims Legally & Judicially Defined,* Vol. 8, (2008 Ed, Lexis Nexis), p 118.

35 Webster's Third New International Dictionary (2002 ed) defines 'good cause' as: "a cause or reason sufficient in law, or that is based on equity or justice or that would motivate a reasonable man under all the circumstances."[6]

36 If 'good cause' is required before a maintenance order can be varied or rescinded, and to avoid imprisonment for breaching a show payment order, then it seems only logical that the same threshold be imposed when there has been a default in maintenance. Indeed, the intrinsic importance of maintenance demands as such. It is not enough for a respondent to simply "show reason" – he/she must "show good reason" that satisfies the Court. As Sachs LJ put in *Jones v Jones* [1970] 3 All ER 47 at 55:

> …'good cause' …is a phrased adopted by Lord Denning MR both in Baker v Bowkett's Cakes Ltd [1966] 2 All ER 290…'[g]ood reason' is a phrase used by Lord Goddard in Battersby v Anglo-American Oil Co Ltd [1944] 2 All ER 387; [1945] KB 23. For my part, I would prefer that **no gloss be put on these two phrases, which have a precisely similar meaning.**
>
> [own emphasis]

37 A respondent in enforcement proceedings needs to proffer good reasons that are established at law or founded in equity, buttressed by sufficient and cogent evidence, as to why he or she should be excused from the default in maintenance. This is the burden of proof the respondent bears.

38 Whereas the traditional term of 'show cause' may appear to litigants to refer primarily to the procedure of allowing a respondent to provide an explanation for his default and to challenge opposing arguments and evidence made against him, the phrase 'show good cause' renders it expressly clear that the respondent also produces legally sufficient reasons for his request in order that his conduct is excused.

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[6] Webster's Third New International Dictionary (2002 ed.), p 978.

39 So while an enforcement application may often be referred to as a 'show cause' proceeding, it is this Court's view that the burden is really for a respondent to 'show good cause'. This is consistent with the prevailing practice in the Family Justice Courts and aligns with the burden of proof in the Charter for variation proceedings, and a respondent explaining his default under a show payment order.

The Father's reasons for defaulting on the maintenance

40 The F in his affidavit spoke of how the M had not given him access to the twins and how he was unable to see the children despite having joint custody of them. I found that even if this were true, it was irrelevant. A child's basic needs require no articulation – it is a matter of common sense that a child needs food, shelter, clothing and education provided for them because they are unable to provide for themselves. As the High Court in *UHA v UHB* [2019] SGHCF 12 remarked at [48]:

> A parent ought to be aware that provision for basic needs would be required, whether or not a specific request for basic needs has been made.

41 While the Court's remarks above were in the context of an application for a maintenance order, the same reasoning applies equally in enforcement proceedings. Every child needs to be maintained regardless of whether there is an order in force, and whether the parent has access to the child. Such is the duty of a parent enshrined under section 68 of the Charter – it exists independently of an order.

42 Where a maintenance order has been made, it is expected to be complied with regardless of a parent's subjective feelings. It is worth iterating that:

> All court orders must be complied with. A litigant is entitled to receive what he or she is entitled to under a court order.
>
> (at [15] of *UNE v UNF* [2018] SGHCF 15)

43 The F's alleged lack of access even if it were proven, was irrelevant to the F's liability to pay. It was not a reason that can be sustained at law or equity.

44 For completeness, I add that if the F genuinely had concerns over access, it was always open to him to take out proceedings in Singapore where he is based, or in France, for access to the children. After all, he appeared to have easy access to French counsel and affordability of counsel was not an issue.

45 It appeared that the F's alleged difficulties with access was a smokescreen - he simply did not want to maintain the twins. This as much was clear when he stated that he blocked the M when she reached out to him in 2020 about the children's condition. Instead, he "just wanted to focus on his life in Singapore (see [12] above)."

46 It is this court's view that the F had wilfully shut his eyes towards the needs of his children and his maintenance obligations under the MO. He appeared to have accepted that the children were living in France when he blocked the M on Whatsapp in 2020, yet he refused to pay the maintenance into a French bank account which details the M had provided back in 2018. His basis for not doing so because it was a different account number from that in the MO was with respect, rich. On one hand he was expecting of the M a fastidious adherence to the MO down to a technical detail of a bank account number, yet on the other hand, he was blatantly breaching the MO by refusing to pay maintenance despite the M herself providing an alternative bank account. Clearly, he was contravening the spirit and substance of the MO.

47 Another ground the F had relied on to preclude enforcement, was that the children were being maintained in France and receiving generous benefits from the government. The M was receiving the following benefits based on her own evidence:

S/n	Item/Benefit	Amount	Beneficiary	Remarks from the M
1	Basic Allowance	192 euros	Children	
2	Family support allowance	561 euros	Children/family	Benefit given where there is an absent parent and is to be given back to the government when the absent parent pays up
3	Personalised housing	278 euros	For housing	The M has to pay a further 322 euros out of her own pocket as the utilities bill can reach 600 euros
4	Disability allowance	285 euros	For children	
5	Mean tested allowance	323 euros	For children	
6	Single parent surcharge	334 euros	For Mdm herself	For single parent
7	Increased active salary income	562 euros	For Mdm herself	Due to the M's inability to work given the children's disability

48 The children's school fees, medical, dental and insurance were free, due to the children's condition.

49 In view of the foregoing, the F submitted that the MO not be enforced against him, especially since it had been made in the context of Singapore's standard of living as reflected in the judge's brief grounds of decision when it issued the MO. Mr Dodwell stated in his submissions, "the order was contextually and geographically specific, reflecting the financial demands of raising children in Singapore without state support."[7]

50 The F submitted that:

> …the relocation of the Mother and children to France combined with their access to comprehensive, ongoing, and state-funded support under the French social welfare system renders the continued enforcement of [the MO] unnecessary, unjustified, and inequitable. The French government, through the Caisse d'Allocations Familiales ("CAF"), provides a robust system of family-related welfare benefits, including monthly cash transfers and subsidies covering housing, education, childcare, and healthcare.[8]
>
> …
>
> The family's eligibility for these entitlements is directly linked to the Father's nationality and status. As a result, the Mother and children receive substantial and regular public financial assistance that directly meets the essential needs for which [the MO] was originally intended.[9]

51 In my view, the above reasoning was *ex post facto*. When the F ceased to pay maintenance, he was unaware of the specific benefits the children and the M were receiving. He simply was not interested in maintaining the children.

[7] At [16] of the F's written submissions.

[8] Ibid at [18].

[9] Ibid at [19].

Would the M be "profiting" if the MO was enforced?

52 But leaving aside the F's subjective basis for not paying maintenance, objectively speaking, should the fact that the French government was financially supporting the children during the period of default amount to good cause for not paying the maintenance? Would the fact that the children had received government benefits since 2020 mean that the M will be receiving a windfall or profiting somewhat should the MO be enforced against the F, a point alluded to in the F's submissions?

53 There are three considerations at play in this context. The first is that court orders are to be adhered to unless and until varied or discharged by law. In *Madison Pacific Trust Limited and ors v PT Dewata Wibawa* [2020] SGHC 184 at [73] the High Court cited Mark S W Hoyle, *Freezing and Search Orders* (Informa, 4th Ed, 2006) at para 9.17 (cited with approval in *Pertamina Energy Trading Ltd v Karaha Bodas Co LLC and others* [2007] 2 SLR(R) 518 at [82]) as follows:

> It is no defence to contempt proceedings to allege that the order should not have been made, or has been discharged. **An order of the court must be obeyed while it stands**, and a breach is still contempt even if, at a later stage, the order is in fact discharged. **The same principle applies if the original order was wrongly made; the defendant's remedy is to apply for its immediate discharge while keeping to its terms.**
>
> [own emphasis]

54 Court orders are to be obeyed, until varied or discharged at law.

55 Second, the law does not assist the indolent. The F has been based in Singapore since 2018 and has had access to local lawyers. In fact, he was legally represented in the maintenance proceedings and could have easily obtained legal advice on his ongoing maintenance obligations. This he could have done

as early as September 2018 when his transfers to the M's Cameroon bank account bounced and she had furnished him her French bank account details, or in 2020, when he received the M's Whatsapp messages of the children suffering from severe autism and being in France. The F could have then taken out an application to vary or rescind the MO to cease his maintenance obligations owing to the benefits the children were receiving from the French government. He did none of this.

56 Last but not least, it is to be emphasised that "A litigant is entitled to receive what he or she is entitled to under a court order" (see [15] of *UNE v UNF*).

57 In view of the principles outlined above, it is my view that the M having received government benefits on behalf of the children, whether they were equal to or even exceeded her entitlement under the MO during the period of default, did not amount to good cause as to why the MO ought not to be enforced against the F. And on this note, I rejected the submission that any variation of the MO be backdated to 2018 for the same reasons.

58 For completeness, I add that I find it unlikely that the M would be "profiting" from the enforcement of the MO. She explained having to refund the French government the Family Support Allowance once the F pays up the arrears. This was also alluded to by the F's own French lawyer, who prepared an expert opinion on the benefits the M was likely receiving in France. Therein, the said French lawyer mentioned that a recovery claim may be filed against the debtor (the missing/defaulting parent). This would not be inconsistent with the M's claim that the government can claw back such monies from her.

59 Second, the M testified (and this was undisputed) how she would be out of pocket for the utilities by some 322 euros each month and additionally, how she has paid for therapeutic interventions for the children (which she has not been allowed to claim as arrears in these enforcement proceedings). Ultimately, it was apparent that the M has been out of pocket for the children's expenses all these years, and the enforcement monies will go some way towards addressing this.

Orders made on the enforcement application

60 The arrears from January 2020 to date (including June 2025) stood at $105,600. The aggregate amount appears staggering, but is only so because of the long period of default.

61 The F's nett pay exceeded $20,000 per month and based on his latest notice of assessment, his average monthly income was some $30,000.

62 Taking these figures into account, the long period of default, and the large amount of arrears, I ordered that the arrears be paid off in monthly instalments as follows:

(i) Sum of $5,000 by 20 September 2025.

(ii) Sum of $5,000 by 20 October 2025.

(iii) Sum of $5,000 by 20 November 2025.

(iv) Sum of $10,000 by 20 December 2025.

(v) Sum of $5,000 by 20 January 2026.

(vi) Sum of $5,000 by 20 February 2026.

The F was ordered to show payment online for each of these payments. The remaining arrears were to be paid off in monthly instalments of $5,000 with effect from 20 March 2026.

The variation application

Parties' respective positions

63 As adverted to earlier, the F had applied for the MO to be varied to 'zero' and such variation to be backdated to when the children started residing in France and started receiving government benefits. Mr Dodwell submitted that the "children's welfare is adequately provided for without reliance on contributions from the Father." Additionally, he pointed out a "financial surplus" for them as they were being maintained at a standard of living that is "comparable, if not superior, to what was envisaged when [the MO] was originally made in the context of Singapore."

64 Counsel also contended that there was no financial hardship demonstrated by the M in relation to the children's upkeep. Imposing maintenance on the F would thus be "an unnecessary and duplicative financial obligation, which is inconsistent with the principles of proportionality and equity underpinning Singapore's family law regime."

65 The M on the other hand stated that at the time the MO was made, the children were not yet diagnosed with autism, and that the F's variation application was a red-herring designed to confuse. It would be unjust if the F was allowed to escape his maintenance obligations by applying for backdated variation. He also ought not to rely on the French government for the children's maintenance when he was more than capable of supporting them as their father.

66 The M thus asked that the current clauses in the MO remain, save for the clause pertaining to accommodation as this was provided by the French government. She submitted having to pay for the children's food, specialists, clothes, toys and holidays, and their needs can be expected to evolve as they grow up. She also has to top up 322 euros for utilities each month. She was unable to work as she needed to care for them and ferry them to their various therapies.

Has there been a change in circumstances or good cause to vary the maintenance order?

67 Section 72 empowers the court to vary a maintenance where there has been a change in circumstances or good cause to do so. There was indeed a change in circumstances, given that at the time the MO was made, the children were undiagnosed and parties were residing in Singapore with the judge stating that her determination on the MO was "premised on the children remaining in Singapore and incurring expenses in Singapore." Now that the M is residing in France and receiving benefits, this also amounts to a change in circumstances.

The F's objections to the children's expenses

68 Some of the twins' needs were disputed by the F as seen at s/n 8-11 of the table below:

S/n	Item	The M's claim	The F's claim	Remarks
1	Childcare/school fees	-	-	Free

2	Medical, optical dental expenses	-	-	Free
3	Enrichment classes	-	-	-
4	Transport	-	-	-
5	Milk powder	-	-	-
6	Food, groceries dining (divided by 3 pax)	166.66 euros (total for the twins)	166.66 euros	Agreed
7	Clothes/diapers/personal grooming	100 euros (total for the twins)	100 euros	Agreed
8	Computers/IT gadgets/other equipment	357.52 euros	33.79 euros	
9	Motor skills specialist sessions	360 euros (total for both twins)	0	Father says not consulted and not proven to be medically necessary;
10	Special education support	400 euros (total for both twins)	0	

11	Horse-riding oriented therapy	500 euros (total for both twins)	0	breaches joint custody order
12	Top up of 322 euros for housing (divided by 3 pax) based on M's evidence	215 euros (total for both twins)	-	This category of expense is added by the Court
	Total	2099.18 euros ($2,784)	300.45 euros ($444)	
	Nett total after factoring in 1361 euros of children's benefits	**- 738.18 euros**	**1060.55 euros**	

69 The table above brings into sharp contrast what parties desire for the children. In particular, it was the various therapies and intervention that the F objected to, because he had not been consulted and there was no proof that these were medically necessary.

'Reasonable maintenance'– an objective-subjective approach and its application to 'special needs' children

70 In assessing reasonable maintenance for a child, the court is largely concerned with the reasonableness of the nature and quantum of such expenses (*UHA v UHB* [2019] SGHCF 12). This is largely an objective exercise, but concurrently one that requires a value judgment of the court as to what is

reasonable against all the circumstances of the case. Hence, the High Court observed at [47]:

> Suppose, hypothetically, the mother of a child does not consult the father about enrolling the child in horseback-riding classes that cost $1,500 a month. The father is of the view that their family of five, with a monthly household income of $9,000, cannot afford such an expense, and such expenses are in any case not the more common ones such as those arising from academic tuition classes or music and swimming enrichment classes. If the father refuses to pay for the horseback-riding classes, can he be said to have refused to provide reasonable maintenance? Another hypothetical example is where a mother purchases a car for their 19-year-old child and requests the father to pay for the car, being the child's "transport expenses". Some disagreement or resistance to less common and reasonable expenses is not inevitably a refusal to provide maintenance. **Naturally, this assessment of reasonableness is dependent on all the facts and circumstances of the case including the standard of living enjoyed by the child and the family.**
>
> [own emphasis]

71 There is thus in my view, an objective-subjective approach that the court adopts when assessing what *type* of expense is reasonable for a child.

72 Likewise, with the quantum of expenses, there is similarly an objective-subjective approach. Hence, the court does not require receipts to assess what a reasonable quantum for groceries would be for an average Singaporean household – the universal, shared experience or knowledge of how much bread, milk costs etcetera is needed by an average family and how it is necessary for daily living – means that receipts are not strictly required:

> The law does not require that every specific item of expense be proved by receipts or assessed on specific values, as if on a reimbursement exercise. More exceptional expenses though, such as certain medical needs and costs, ought to be supported by evidence. ([13] of *UEB v UEC* [2018] SGHCF 5)

73 However, where the family in question enjoys a higher standard of living than the average Singaporean family, then for the same type of expense, it can be contemplated that a higher quantum may be reasonable to align with or approximate towards the family's standard of living, insofar as this is reasonable in the circumstances of the case. There is thus the element of subjectivity that still hews to the requirement of reasonableness.

74 Hence, where more extraordinary expenses are concerned, these should be proven. Even so, the court may find that while such expenses are being incurred, they do not necessarily fall within the ambit of reasonableness. In *WLE v WLE* [2023] SGHCF 14, the High Court remarked at [21]:

> The fact that an item of expenditure has been paid for does not necessarily mean that it is a reasonable expense for which maintenance must be ordered under the Charter: see *WBU v WBT* [2023] SGHCF 3 at [9]. Moreover, these payments were made post-divorce and the decision to incur this expenditure is, in my opinion, a unilateral decision of the Husband based on his parenting style. The law does not hold back the Husband from indulging the daughter, but it also cannot compel the Wife to contribute to such indulgence. In the unfortunate breakdown of a family, the question of maintenance is limited Version No 2: 05 Apr 2023 (17:15 hrs) *WLE v WLF* [2023] SGHCF 14 15 to a test of reasonableness. Accordingly, the court will only order divorcing parties to pay what is reasonable for the child, and no more. The reasonable expenses of the daughter, as calculated, is $1,941.67 but I will round it to $2,000.00.

75 In the present case, the children's expenses were certainly not run-of-the mill. The F submitted that the intervention and therapy were not proven to be medically necessary and hence he ought not to pay on them (aside from the fact that he was not consulted).

76 While indeed there were no reports produced by the M stating the medical necessity of these interventions, what was available however, were reports speaking of the twins benefitting from such therapy and intervention and

the positive progress they had made. The F did not challenge the veracity of such reports nor produce any expert report rebutting the utility of such intervention and therapy for the twins.[10]

77 The High Court at [67] of *AZZ v BAA* [2016] SGHC 44 observed, a care and control parent

> …is in a far better position than [the access parent] to know what will best promote the children's welfare at any point in time, both in the short-term and for the long-term.
>
> [own emphasis]

78 The F's objection grounded on the lack of consultation would have held more sway had he not chosen to deliberately distance himself from the children. Indeed, it appeared that he was determinedly uninvolved in the children's lives since the consent order in the OSG proceedings was entered into on 10 April 2018 where it had merely provided that the F, a France national, "shall endeavour to visit [the children in France] on an *annual* basis and have reasonable access" to them. During the proceedings, it emerged that it was the M who had insisted on this clause to ensure he could be involved in the children's lives. Yet, there was no evidence in the proceedings or rebuttal of the M's account, that the F had never carried out this thin obligation.

79 Further, no response was forthcoming from the F when the M wrote him a letter seeking specialist intervention for the twins and furnishing him the

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[10] For completeness, I did not find that The M was seeking to artificially inflate the children's expenses with these interventions. The reports and receipts variously indicate interventions that started in 2020 and in 2023 and 2024. Further, the M has not sought an increase in the maintenance order despite it having been made seven years ago with the M stating that she appreciated the F may have moved on with his life.

contact details of various specialists in Singapore; he had also blocked the M on Whatsapp in 2020 to focus on his life in Singapore despite his claim that he was heartbroken upon hearing their diagnosis.

80 The F's actions – and inaction – made it patently clear that he wanted nothing to do with the twins. In my view, his deliberate failure to exercise his custodial rights means he cannot now rely on those same rights to insist on being consulted on the children's therapy and intervention before he is made to pay on them. While this Court will not go so far as to suggest there is an estoppel by conduct, it is hard to see how the ends of justice would be served if the M, the sole caregiver of special needs twins, was to be penalised for giving up on engaging the F.

81 Pertinently, for the F to now raise objections to the children's therapy, means that if such objections are allowed, the M will have to alter the children's routines and lifestyles after having single-handedly raised them for the last seven years, devoid of the F's input. This would indubitably be detrimental to the children's interests, especially when they have made progress.

82 All this said, it would be desirable for the F to consider playing a more active role in the children's lives as he remains their father and the children can only benefit from his care and concern of them. If he had been an absent father before, he can choose to be an active one today which the M stressed she was always desirous of.

83 Where special needs children are concerned, it is this Court's view that the element of subjectivity may necessarily have to be take on a broader role while still being subject to the touchstone of reasonableness.

84 There is no universal definition of 'special needs', though the OCED (Organisation for Economic Cooperation and Development) has described this as "…a term used in many education systems to characterise the broad array of needs of students who are affected by disabilities or disorders that affect their learning and development. There is a wide range of policy responses to provide support to students with special education needs."[11]

85 Indeed, with special needs children, their needs can be varied and multifarious, particularly in terms of the intervention and therapies required. In assessing what is reasonable for a special needs child, it is this Court's view that the Court can accord *greater latitude* to the care and control parent in deciding the type of care and therapy the child receives because *generally*, it will be the care and control parent who is most uniquely placed to understand the child's needs. This already is the general position (see [77] above) and must apply with greater force where special needs children are concerned, especially where they are uncommunicative or have certain dispositions which only their caregiver understands. The experience of caring for special needs children is less amenable to generalisation and there should be some leeway afforded to the care and control parent's assessment which may have to take into account even the child's own subjective preferences and predilections.

86 How would this play out? Suppose the following hypothetical. Parties are residing in Singapore and the care and control parent seeks to secure intervention in the UK for their 8-year-old son who is autistic. Objectively speaking, the nature of the intervention and the quantum of the expenses

[11]See https:/www.oecd.org/en/topics/sub-issues/special-education-needs.html (last accessed on 6 October 2025).

involved would unlikely be reasonable. This is because local intervention is quite readily available.

87 What if however, the parties had relocated from the UK to Singapore six months ago and the child had already been undergoing intervention before the family arrived in Singapore whereupon parties' marriage immediately broke down? The stress of the divorce proceedings has adversely impacted the child and the care and control parent strongly believes that their son needs a familiar environment. Progress in Singapore has also been much slower than in the UK. In these circumstances, the care and control parent's claim for the expenses incurred in flying the child to the UK for intervention, does not appear *wholly* unreasonable.

88 Of course, the court will also have to consider parties' financial positions against the total expenses for such intervention, amongst other factors. After all, section 69(4) of the Charter provides that the court "shall have regard to all the circumstances of the case".

89 In another hypothetical, what if a care and control parent seeks out an experimental therapy or intervention for a condition with no medical opinion evidence of its benefits? In this regard, the court may have to assess the reasonableness of the parent's belief that the intervention is likely to work on the child and to this end, subjective considerations may be taken into account such as the child's proclivities and behavioural traits. While an experimental therapy unbacked by clinical trial results may sound like claptrap to one, if a special needs child is refusing conventional therapy and the untested therapy represents a sliver of hope of successful intervention, is it wholly unreasonable to give it a try?

90 The assessment of what is reasonable for special needs children thus cannot be viewed through a simple, singular lens of whether a particular expense is objectively reasonable in nature or its quantum – what is *un*reasonable for an average child may be reasonable for a special needs child. For instance, it may be reasonable for a special needs child who is non-verbal or devoid of social skills to undergo animal-assisted therapy. This may not, *without more*, be reasonable for children who do not have special needs, and the court may be slow to allow for animal-assisted therapy if conventional therapy is available.

91 And even as there is the requirement of reasonableness, it should not be forgotten that:

> **The paramount consideration in all proceedings involving children is the welfare of the child. This principle is the "golden thread" that runs through all proceedings directly affecting the interests of children**: *BNS v BNT* [2015] 3 SLR 973 at [19]). The welfare principle ensures that the children's interests are not side-lined while their parents litigate over their various disputes. Parental responsibility is crucial in upholding the welfare principle and is a serious *legal* obligation not to be taken lightly. (at [1] of *WKM v WKN* [2024] SGCA 1)
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> [own emphasis]

92 All this said, in assessing the reasonableness of the type of intervention, there must be a modicum of evidence that: (a) such intervention is required; (b) is ongoing and benefitting the child, or (c) has not yet commenced but is likely to benefit the child. Where there is little objective evidence suggesting an intervention's utility or benefit, the Court may have to be more circumspect in allowing such expenses to be claimed, whilst being sensitive to the fact that the care and control parent is likely to have more insight into what the child requires. The absence or lack of evidence does not necessarily mean the intervention or therapy is unreasonable; its presence *generally* militates towards its reasonableness, unless the other parent can prove otherwise.

93 At this juncture, it is apposite to address a frequent contention often raised by payers of maintenance, which is that the care and control parent is artificially inflating expenses. This often rears its head in maintenance, variation and sometimes, enforcement proceedings.

94 Certainly, it is not uncommon for expenses to be inflated and exaggerated in such proceedings. However, to cynically run such an argument in relation to therapy and intervention expenses for a special needs child, ignores the realities of raising and caring for a special needs child and is rather affronting to the care and control parent. Most such parents act in good faith; they genuinely believe in the need for intervention and are anxious for early and successful intervention. Almost always, the care and control parent also bears part of the costs of the intervention and therapy. Such intervention thus comes at a personal cost as well – there is no pecuniary gain from this.

95 At the same time, it is recognised that there is a wide spectrum of 'special needs' in terms of type and severity and one cannot discount the *possibility* of the care and control parent being overzealous in "diagnosing" or "labelling" their child. That said, an official diagnosis may take too long to obtain and the care and control parent may be acting on little more than one's parental instincts. The parent should not be prejudiced simply for not producing an official report or memo, but each case ultimately turns on its unique facts.

96 Ultimately, the burden still rests on a parent claiming maintenance (or seeking a variation or enforcement as the case may be) to prove the reasonableness of such expenses and there is no presumption that any therapy or intervention a parent *unilaterally* decides upon is reasonable for the purpose of claiming or enforcing maintenance for a special needs child.

To what extent should state benefits be considered in assessing maintenance?

97 The benefits received by the M are a financial resource for the M and should be factored into the calculation of maintenance that is needed. However, I do not imagine state supported schemes or benefits to be munificent in the same way that parents themselves can be expected to be with their children. Social welfare benefits usually cater for a baseline standard of living – this is apparent from how *none* of the state benefits the children receive appear to be dedicated towards therapy or intervention.

98 If the benefits the M and the children are receiving appear to be on the high end, this underscores the severity of the children's disabilities and the M's predicament as a single mother who is the twins' sole caregiver. Put another way, it is the unenviability of their situation that allows them to claim this amount of benefits, not that they are enjoying a "comparable or superior standard of living, to what was envisaged by the MO".

99 Maintenance is a fundamental, parental responsibility. Government benefits, like any other financial resource (eg. savings, inheritance, donations, sponsorship), do not and should not absolve a parent altogether from paying maintenance. The Court has repeatedly iterated the "equal but differentiated responsibilities" of parents, and the fact that one parent is able to fully financially support a child does not mean that the other parent is then allowed to abdicate his/her responsibility to maintain the child – see *AUA v ATZ* [2016] 4 SLR 690 at [41] and [45]:

> [41] Section 68 states that a parent's duty is to provide what is "reasonable having regard to his or her means and station in life". This is buttressed by s 69(4) of the Charter, which specifically directs the court to have regard to "all the circumstances of the case", including, among other things, the income and earning capacities of the wife and child in deciding what sum to order in maintenance. Undergirding

> these provisions is the principle which we would, to borrow an expression from another area of the law, call the principle of common but differentiated responsibilities: **both parents are equally responsible for providing for their children, but their precise obligations may differ depending on their means and capacities** (see *TIT v TIU* [2016] 3 SLR 1137 at [61]). The Charter clearly contemplates that parents may contribute in different ways and to different extents in the discharge of their common duty to provide for their children.
>
> [45] …the welfare of the child was best advanced if both parents played an active role in the upbringing of the child, even if they might not continue to live together. We affirm this principle and we hold that it applies with equal force to the area of material provision**. Even if one parent were fully capable of providing for the child's material needs, it would still be in the best interests of the child, and consistent with the scheme of the Charter as a whole, that the law recognises and enforces the joint responsibility of both parents to maintain the child. This is I keeping with the principle of common but differentiated responsibilities**…
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> [own emphasis]

100 The Court is not the child's parent[12]. Neither is any government. To suggest that the government is fully supporting a child and hence maintenance need not be paid, makes a mockery of one's parental duty and responsibility.

Eventual variation of the maintenance order

101 Given that it was only after the making of the MO that the children were diagnosed with autism, the order ought to be varied such that their special needs can be catered for.

102 The children's basic living expenses are provided for by the government benefits. The therapy and interventions are the main source of divergence in parties' estimates. After factoring in the state benefits the M was receiving, the

[12] See [28] of *UXH v UXI* [2019] SGHCF 24.

M had a deficit of 738.18 euros according to her estimates, while the F's estimates yielded a surplus of 1060.56 euros.

103 In the present case, it was evident that the therapy the children had been attending was benefitting them. Given the circumstances of the case and how they had been raised by the M single-handedly, I saw no reason to vary the maintenance order to 'zero', which would effectively exclude the therapy and intervention expenses, finding that to do so would be inimical to the twin's best interests.

104 Instead, the sum of $1,600 in the MO should be replaced with the sum of $1,091 in total for both children – this is the equivalent of 738.18 euros based on the exchange rate stated on the Monetary Authority of Singapore's website as of 18 June 2025 ($1.4776 to 1 euro). This was to take effect from 25 July 2025 onwards. By addressing this deficit through a reduced sum of maintenance, this ensures that the children's needs are not compromised whilst at the same time sufficiently taking into consideration the benefits the children are already receiving. I had considered the high-income earning capacity of the F and the children's standard of living which was adverted to by the judge who issued the MO.

105 I further varied the order to provide for a clause that allows for therapy/intervention options not covered under the MO or by insurance, to be discussed between parties. This was to promote the F's right as a joint custodial parent. The M readily agreed to such a clause and this was welcomed by Mr Dodwell as well. The F would not be liable to pay on such expenses if he was not consulted but if he was and there was no agreement, he would bear 50% of such expenses.

106 Costs of $1,000 was ordered to be paid by the F to the M for the enforcement application and each party was to bear their own costs for the variation application.

Conclusion

107 Despite their geographical distance and emotional baggage, I hope the F and the M can find a way to coparent and for the F to be involved in his children's lives.

Kathryn Thong
District Judge

Applicant in person
Alfred Dodwell (Dodwell& Co LLC) - for the Respondent