

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 3

District Court Appeal (Family Division) No 28 of 2022

Between

WBU

... Appellant

And

WBT

... Respondent

In the matter of Divorce No 2059 of 2020

Between

WBT

... Plaintiff

And

WBU

... Defendant

GROUND OF DECISION

[Family Law — Maintenance — Child]

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WBU

v

WBT

[2023] SGHCF 3

General Division of the High Court (Family Division) — District Court
Appeal (Family Division) No 28 of 2022
Debbie Ong JAD
21 July, 16 November 2022

26 January 2023

Debbie Ong JAD:

Introduction

1 This judgment touches on some legal principles on a parent's duty to maintain his or her child.

2 The plaintiff (the "Father") and the defendant (the "Mother") obtained an interim judgment of divorce on 4 November 2020. They have a child who is 5 years old. The order for the ancillary matters (the "AM Order") was made on 24 February 2022 and the District Judge ("DJ") ordered, among other things, that the Father was to pay to the Mother a monthly amount of \$1,035 as child maintenance with effect from 28 February 2022. In arriving at this sum, the DJ found that the child's reasonable maintenance was \$3,450 and apportioned it in the proportion of 70:30 between the Mother and the Father respectively. The

Mother appealed against this order, giving rise to HCF/DCA 28/2022 (“DCA 28”).

3 The AM Order also contained orders on custody, care and control and access. However, owing to difficulties with access, these orders were subsequently superseded by the DJ’s orders made on 4 March 2022 (the “4 March Access Order”) which included, amongst other things, an order for the Father to have supervised visitation with the child at the Divorce Support Specialist Agency (“DSSA”) once a week for 8 sessions, with an access review to be fixed after the DSSA report is submitted to the Court (the “Access Review”). The Mother appealed against the 4 March Access Order in HCF/DCA 37/2022 (“DCA 37”). The hearing of DCA 37 proceeded together with the hearing of DCA 28 on 21 July 2022. I noted at that hearing that the DSSA review and the multi-disciplinary support involving counsellors had previously been effective in resolving some of the difficulties surrounding access. I therefore directed the Access Review ordered by the DJ to proceed as intended. Noting that the DSSA report had not yet been submitted to the court, I adjourned and put on hold DCA 37, and will hear parties after the Access Review has been completed by the DJ.

4 My decision on 16 November 2022 was thus rendered only for DCA 28, in respect of the appeal on the maintenance for the child. I held that the child’s reasonable expenses should be \$4,000 and that maintenance should be apportioned between the Mother and Father in the proportion of 65:35. These are the full grounds of my decision pertaining to the issue of child maintenance in DCA 28.

The parties' cases

5 The Mother argued that the DJ erred in the determination of the child's reasonable expenses. She contended that the DJ failed to have regard to the circumstances of the case, particularly the standard of living to which the child was accustomed. She also argued that the DJ erred in respect of the proportion in which the parties were to bear the child's reasonable expenses. In her view, the DJ's ordered proportion was contrary to the principle that both parents bear equal responsibility and failed to take into account the Father's ability to contribute equally. The Mother's position was that the child's reasonable expenses should be increased from \$3,450 to \$9,575, with the Father bearing 34% of this larger sum. In the alternative, should her position on the child's reasonable expenses be rejected, the Mother sought an order that the Father should bear 50% of the existing sum of \$3,450.

6 The Father submitted that the child's reasonable expenses were correctly determined to be \$3,450, and that the Mother's proposed figure was inflated. He also argued that the DJ did not err in apportioning the child's maintenance in the proportion of 70:30 between the Mother and the Father respectively. He emphasised that the Mother's income far exceeded his and that he had suffered financial setbacks during the COVID-19 pandemic as he had been a commercial pilot.

Issues to be determined

- 7 The issues to be addressed in DCA 28 were:
- (a) whether the DJ erred in her determination of the child's reasonable expenses; and
 - (b) whether the DJ erred in her apportionment of child maintenance between the parties.

Whether the DJ erred in her determination of the child's reasonable expenses

8 The DJ found the child's reasonable expenses to be \$3,450. On appeal, the Mother argued that the DJ erred in the determination of the child's reasonable expenses and submitted that the proper quantum should have been \$9,575.

Applicable legal principles for quantifying maintenance

9 Maintenance is ordered to provide for the reasonable needs of the child, having regard to all the relevant circumstances of the case: see s 69(4) of the Women's Charter 1961 (2020 Rev Ed) (the "Charter"). The mere fact that the parties have been paying for certain items during the marriage does not automatically render such expenses *reasonable* expenses for the purposes of determining maintenance. Instead, parties should show how their projected expenditure for the child's expenses is reasonable having regard to all relevant circumstances, including the child's standard of living and the parents' financial means and resources. Further, the changed circumstances following the marital breakdown of the parents' relationship are relevant as the breakdown of a household invariably has an impact on the family's financial needs and resources.

10 It follows that in seeking to quantify the child’s reasonable expenses, parties should avoid an overly mathematical approach where receipts are adduced to prove every single item of expenditure. This is not to say that no evidence is ever required to support proposals for what is sought as reasonable maintenance; it depends on the type of expenses sought, and of course, on the facts of each case. While receipts are useful as an indication of the child’s accustomed standard of living, they are not necessarily conclusive of what the child’s reasonable expenses are. It may be helpful for parties to apply their minds to drawing up what can be described as a ‘budget’, whereby broad categories of the child’s estimated needs are identified, and a corresponding reasonable sum is proposed for each category (see, for example, the table set out below at [13]). It was observed in *UEB v UEC* [2018] SGHCF 5 (at [13]):

While it is a very useful practice to determine whether each item in the list of expenses submitted by the Wife is a reasonable one, one should not be overly mesmerised by the approach of reaching a maintenance sum only by totalling up every item of expense as if it were a legal requirement. The law provides that the court shall take into account various factors in deciding the maintenance award. 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. A child’s needs and expenses may also fluctuate from month to month; similarly, household expenses may fluctuate over time. Setting out regular specific expenses nevertheless enables the other party and the court to assess broadly whether the expenses are reasonable.

11 In applying this “budget” approach to quantify maintenance, two points are worthy of note. First, the budget instils accountability between the parties in their continuing roles as co-parents, serving as a baseline financial framework for the parties in respect of their expenses concerning the child. Second, considering the categories of expenses within a “budget framework” is consistent with the notion that deciding how best to provide for the child (which

includes what exactly to spend on in providing for the child) is a parenting matter. Thus, the court will not be overly prescriptive in how these budgeted monies are specifically applied to various detailed items of expenses. In drawing up the appropriate budget, parties may disagree over decisions such as what to spend on for the child's benefit, including what the child is to eat, what enrichment classes the child should attend, and even which lifestyle habits to cultivate in the child. These are fundamentally parenting decisions involving parents' views and aspirations for their child which are personal and unique to each set of parents. A court of law is not the most appropriate forum to resolve such parenting matters. Instead, it is a fundamental part of the parties' parental responsibility to attempt to resolve their differences and come to a compromise for the child's best interests. Even after a marriage has broken down, the mutual "give and take" which is the very pith and marrow of family decision-making should not cease. Choo Han Teck J has observed in *UYT v UYU and another appeal* [2021] 3 SLR 539 (at [5]):

"Family Law" is a misnomer, for a happy family generally has no need for law nor does law need to intrude into a happy family. Decisions such as sending a child of the family for tertiary education, whether at home or abroad, are discussed and settled within the family, sometimes with a tinge of regret, sometimes with great sacrifice, but always with the comforting feel of give and take. By the time the WC is invoked to resolve domestic problems, it usually means that the family can no longer mediate within itself. Section 69 WC directs how such problems are to be resolved, but it is not a complete guide for the court to make these kinds of decisions in a way that a happy family would make them. *It is one thing for a family to give and take within itself, and another for a third party to determine how they should do it.*

[emphasis added]

12 Disputes stemming from differences in parenting choices should only be brought to the court for resolution as a last resort. The parties should also

consider mediation and therapeutic services in assisting them with such parenting issues.

What are the child's reasonable expenses?

13 Turning to the present matter, I set out the DJ's decision and the Mother's position on appeal as to the child's reasonable expenses in the following comparison budget table:

| S/N | Description | DJ's finding (\$) | Mother's submission in DCA 28 (\$) |
|------------|---|--------------------------|---|
| 1. | Child's share of housing related expenses | 150 | 2,000 |
| 2. | Food and groceries | 500 | 1,500 |
| 3. | Books/edutainment/crafts/ toys | 175 | 1,400 |
| 4. | Medical including TCM | 100 | 700 |
| 5. | Enrichment | 500 | 1,400 |
| 6. | Caregiver allowance | 450 | 1,000 |
| 7. | Vitamins/supplements | 100 | 100 |
| 8. | School | 1,300 | 1,300 |
| 9. | Clothing/shoes/diapers | 100 | 100 |
| 10. | Essential household items | 75 | 75 |
| | Total | 3,450 | 9,575 |

14 An appellate court will be slow to interfere in the orders made by a lower court unless it can be demonstrated that it has committed an error of law or principle, or has failed to appreciate certain material facts: see *ANJ v ANK*

[2015] 4 SLR 1043 at [42]. The Mother appealed against the DJ's findings in respect of Items 1 to 6 of the table above, and a recurring premise throughout her arguments was that these were reasonable expenses because they were actual expenses paid by her. However, as explained above (at [9]), the mere fact that one party shows that such expenditure was made does not automatically render that expenditure reasonable in the context of determining maintenance.

15 In my view, there was no reason to interfere with the DJ's allocation of the reasonable sums on the various categories of expenses, save for one category of the child's share of housing related expenses that will be elaborated on at [25] to [32] below.

Food and groceries

16 The DJ allowed \$500 for food and groceries. The Mother submitted that the sum should be \$1,500 instead. She claimed that this sum was premised on actual expenditure, of which she had receipts for the months of June, July and August 2021. The receipts showed that the Mother was accustomed to spending at least \$1,050 per month (in those months) on largely organic food ingredients for the child. The Mother also pointed to the monthly sum of \$180 that the Father stated he spent on food and groceries for the child, on the occasions when he prepared meals for the child during access. She argued that her proposed figure was reasonable as it was also consistent with the Father's stated expenditure, taking into account that the Mother prepared more meals for the child every month. According to the Mother, both parties wanted to provide their only child with what they considered was the best.

17 The Mother further claimed that the child's high expenses were due to his history of febrile fits, reflux and eczema, which caused her to give the child only the freshest and most nutritious food consisting of largely organic produce.

The DJ, however, noted that on the evidence before the court, it appeared that only one such episode of febrile fits was confirmed, and there were no medical reports or other evidence tendered by the Mother to show that the child indeed had a history of febrile fits as asserted.

18 Both the receipts that the Mother had produced for food and groceries and the Father's stated expenditure on those occasions where he prepared meals for the child during access went towards showing the parties' willingness to indulge their child, but did not necessarily show that the sum of \$2,000 was reasonable in respect of food and groceries for the child's daily meals. The changed circumstances following the marital breakdown of the parties' relationship was also relevant as parties were no longer in consensus as to the high expenditure on the child's meals. Given that the parties are unable to resolve this issue, the court will decide on a reasonable sum for the child's daily needs with regard to all relevant circumstances, and if any party wishes to go above and beyond to provide what they regard to be best for the child, they are free to contribute additional funds or pay for these items themselves. I found \$500 to be a reasonable sum for the 5-year-old child's daily needs in respect of food and groceries.

Books/edutainment/crafts/toys and enrichment

19 The DJ allowed \$175 for books/edutainment/crafts/toys. The Mother submitted that the sum should be \$1,400. She argued that the parties prioritised their child's early education and that her proposed sum represented actual expenditure incurred. In this regard, the Mother produced receipts of significant expenditure from June 2021 to September 2021 on books/edutainment/crafts/toys.

20 As for enrichment classes, the DJ took into account the young age of the child and allowed a sum of \$500. The Mother submitted that the sum should be \$1,400 instead and argued that this sum was premised on actual expenditure. According to the Mother, the child's enrichment expenses included swimming classes at \$260 per month, art classes at \$175 per month, core learning such as English/phonics, Mathematics, Mandarin and Science classes at an average of \$552 per month and Mother Tongue/bilingual speech and drama classes at \$420 per month.

21 Again, the question was what a reasonable sum would be for this category of expenses. I found the Mother's sums to be far higher than was reasonably needed for the child, considering his young age as well as the fact that the child had not yet started school.

Medical expenses including Traditional Chinese Medicine ("TCM")

22 The DJ allowed \$100 for medical expenses, including TCM. The Mother submitted that the sum should be \$700 and explained that these were for TCM treatments and TCM medicinal herbs for the child's immunity. She premised this sum on her average expenditure of \$692 per month from January 2021 to April 2021 on the child's TCM treatments alone. The Mother referred to receipts from January 2021 to April 2021, which reflected that payment was made for "transportation", "consultation" and "pediatric massage". Each receipt reflected a charge of about \$150.

23 The receipts for the child's TCM treatments suggested that there would have to be multiple sessions of such treatments in a single month in order for the sum to amount to \$700 monthly. In the circumstances, this sum appeared to be more than was reasonably needed. I found \$100 for medical expenses, including TCM, to be a reasonable sum.

Caregiver allowance and child's share of housing related allowances

24 The DJ allowed \$450 in respect of the caregiver allowance to be paid to the child's maternal grandmother, who had been helping to care for the child. The Mother submitted that the sum should be \$1,000, which was the comparable rate of otherwise hiring a domestic helper. She also pointed to actual transfers of around \$6,000 that she had made to her mother.

25 As to housing related expenses, the undisputed evidence was that the Mother and the child had been living at the apartment of the Mother's sister since late 2020. The DJ allowed \$150 in respect of utilities and internet but did not include any sum for accommodation. In her view, there was "no evidence before [the court] as to why the [Mother] is not able to purchase her own accommodation given the monies in her CPF account as well as her earning capacity". In this respect, the Father emphasised that the Mother had substantial CPF funds of \$320,515.76 as of 4 November 2020. Further, according to the DJ, there was "no information as to what the [Mother] exactly pays to her sister as rental and if she actually pays rental". The DJ also stated that she was unable to take into consideration the market rental given that there was no information on how many people resided in the Mother's sister's house.

26 On appeal, the Mother submitted that since late 2020, there were 4 persons residing in her sister's house. She claimed that she paid her sister \$2,500 per month as rental for herself and the child out of a notional \$5,000 rental, which she stated was below comparable market value rent of \$6,200 per month. The child's half share should therefore be \$1,250. The Mother submitted that after including maintenance and conservancy charges, as well as property tax, \$2,000 was a reasonable sum for all housing expenses, including utilities and internet.

27 The Mother referred to evidence of bank transfers to support her position. On the face of the documents before the Court, the Mother’s bank statements evidenced three transfers of \$2,500 each in June 2021, July 2021, and August 2021. In these same set of bank statements, there was also a transfer of \$2,253.42 to “THE MANAGEMENT CORPORATION ...” in July 2021. In the same affidavit, the Mother also exhibited screenshots of a “PropertyGuru” webpage showing that rent of a 3-bedroom unit in her sister’s condominium would cost \$6,200 per month to rent.

28 The Mother also argued that if she did not reside with her sister, she would have to rent or purchase her own accommodation. This would entail either rental or servicing mortgage repayment, which she argued should be factored into the child’s expenses, in addition to maintenance fees and property tax incurred.

29 In my view, it was necessary to adjust the sum for this category of expenses as the DJ did not allocate a sum for accommodation expenses. I accepted that the Mother contributed in some way towards the residence of herself and the child at her sister’s home. The documentary evidence of payments made in 2021 (as outlined above at [28]) supported the Mother’s account that she contributed towards their accommodation and that she made payments towards the maintenance and conservancy charges. Further, there was also evidence of the Mother making payment towards the maintenance and conservancy charges earlier on, in late 2020, which was when the Mother said she first moved in. As the Mother and her sister were family members, there was likely an informal and flexible arrangement such that the Mother might pay for some expenses related to the home or make monetary contributions. Similarly, the caregiver allowance paid to the Mother’s mother was a payment within the context of an extended family.

30 In light of this, using a broad-brush approach, I added a sum for payments towards the extended family for accommodation and appreciation for caregiving support. I found \$450 for caregiver allowance to the child's maternal grandmother and \$550 for accommodation expenses to the Mother's sister to be reasonable sums, bearing in mind that these would be payments within the context of extended family arrangements. While it would be reasonable to expect the Mother to contribute in some way towards the extended family's expenses, it is difficult practically to count the precise dollars and cents, or have a strict insistence on the market value of the help equivalent to that received from her extended family. By virtue of the familial bond between them, there would have been mutual give and take in such arrangements.

31 Thus, a broad-brush approach is appropriate and I found that the child's reasonable monthly expenses should be \$4,000 instead of \$3,450 in total.

Whether the DJ erred in her apportionment of child maintenance between the parties

32 Having determined the quantum of the child's reasonable expenses, the next question was how the maintenance obligation ought to be apportioned between the parties. While both the DJ and the Mother took into account the proportion of the parties' income over the last four years, they disagreed over the precise apportionment ratio. The DJ decided on apportionment in the ratio of 70:30 between the Mother and the Father respectively. On appeal, the Mother argued that the correct ratio should be 66:34 assuming that I accepted her proposed quantum of the child's reasonable expenses. In the alternative, if I did not accept her position on the increased quantum, she argued that the apportionment should be equal despite the disparity in parties' income, on the basis of the Father's capability to contribute equally.

Applicable legal principles for apportioning maintenance

33 The Mother submitted that the starting point should be that maintenance be apportioned equally, such that parents bear financial responsibility equally. In support of her argument, she referred to the decision of Kan J (as he then was) in *TBC v TBD* [2015] 4 SLR 59 (“*TBC*”) at [27]:

Each parent stands in the same parent-child relationship with the child or children and each parent has the duty to maintain the child or children. Against that backdrop, the starting point should be that the parents bear the financial burden equally. One parent’s burden should not be decreased just because the other parent is wealthier, and one parent’s burden should not be increased just because the other parent is less well off. However, this should not be an inflexible rule; if one parent is unable to contribute equally with the other parent, then that parent should contribute what he or she can, and the other parent should make up the shortfall, so that the child will receive the full measure of maintenance. The norm should not be that parents contribute in proportion to their means because that will place unequal burdens on them for no good reason.

34 In my respectful view, *TBC* was decided on its own facts and should not stand for the general proposition that equal apportionment is the starting point. In *TBC*, the wife’s take-home income was \$5,200 and the husband’s take-home income was \$14,075. The child’s reasonable expenses were determined to be \$1,440. Kan J was satisfied that since there was no evidence suggesting that parties could not afford to bear the child’s expenses equally, to order equal apportionment for maintenance would not place unequal burdens on the parties despite the difference in financial means.

35 I am of the view that there should not be a starting point that parents bear the financial burden of child maintenance equally. While both parents have the *equal parental responsibility* to care and provide for their children (see s 46(1) and s 68 of the Charter), it does not necessarily follow that every component of this duty must be borne equally in numerical terms, nor is it

possible to divide the parenting duties in strictly mathematical ways. Instead, the financial obligations of parents may differ depending on their means and capabilities (see *UHA v UHB* [2020] 3 SLR 666 at [36]). In respect of maintenance, the Court of Appeal noted in *AUA v ATZ* [2016] 4 SLR 674 (at [41]):

Undergirding these provisions [*ie* ss 68 and 69(4) of the Charter] 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.

[emphasis added]

36 It would thus be undesirable to assume, as a general rule or a starting point, that the financial obligation of maintenance should be borne equally in numerical terms between the parties. Marriage entails both financial and non-financial obligations – each spouse contributes in different aspects towards the marriage, and they fulfil different roles according to their individual capabilities in ensuring the welfare of the child.

37 In *AKC v AKD* [2014] 3 SLR 1374, the wife relied on the case of *BNH v BNI* [2013] SGHC 283 for the proposition that even if one parent earns less than the other, both parents may still have to bear the children’s expenses equally. Choo Han Teck J opined that there should not be a rigid rule to the effect that the costs of maintenance of children should be equally borne by both parties; such a rule would go against the express wording of s 69(4) of the Women’s Charter which mandates that the entirety of the circumstances have to be taken into account in assessing reasonable maintenance. I agree. Choo J noted that the wife earned close to four times the husband’s annual income.

Ordering a monthly maintenance of \$4,500 (sought by the wife) would require the husband to fork out close to half of his income for maintenance alone. In the circumstances, Choo J ordered the husband to make a lump sum payment of \$300,000 or \$3,500 monthly maintenance for the two children of the marriage.

38 I add that financial capacity need not be rigidly ascertained by sole reference to income alone. Consistent with s 69(4)(b) of the Charter, the court should consider the parties' "income, earning capacity (if any), property and other financial resources", as well as significant liabilities and financial commitments. For instance, a party who earns no income but has substantial savings or had received substantial inheritance would well be able to afford to bear a higher burden of the maintenance obligation, if reasonable in the circumstances of the case. The court should also have regard to the assets received by parties after the division of their matrimonial assets.

39 Both parents have the *equal duty to maintain* the child (see s 68 of the Charter), but this does not necessarily translate to bearing an *equal quantum* of maintenance. Each case must turn on its own facts. Suppose, hypothetically, the quantum of a child's reasonable expenses is \$1,000. Let us say that in one scenario ("Scenario (1)"), one parent earns \$10,000 while the other earns \$20,000 a month. It is assumed that both parents do not have much in other financial resources. Equal apportionment will result in each parent paying \$500 towards maintaining the child. This is affordable and does not place too heavy a burden on the parent who earns less (at \$10,000 a month). In such a situation it would seem that both parents have the financial means to pay a maintenance sum of \$500 each. While there is no starting point of equal apportionment, to order equal apportionment in such a circumstance would nevertheless be reasonable and fair, and consistent with a broad-brush approach. Let us then vary the hypothetical situation to another scenario ("Scenario (2)"). In Scenario

(2), one parent earns \$10,000 while the other earns \$2,000. If a maintenance quantum of \$1,000 is apportioned equally, the spouse who earns less (at \$2,000 per month), will have to use one-quarter of his or her monthly income for such a maintenance sum. This would seem to be a significant financial burden to that spouse. In such a situation, it will seem more reasonable for the spouse earning \$10,000 to bear a higher proportion of the maintenance sum.

What was the appropriate maintenance apportionment between parties in this case?

40 The DJ's approach was to take into account the proportion of the parties' income over the last four years, which she relied on to arrive at each party's share of the child's reasonable expenses. On appeal, the Mother disputed the DJ's ratio of 70:30 between the Mother and the Father respectively, and argued that the correct ratio should be 66:34. However, I noted that the DJ had arrived at the ratio after considering the Mother's submission in the proceedings below that the ratio should be 68.7:31.3.

41 Having regard to the parties' annual income based on their IRAS Notices of Assessment for the last four years, the proportion of the Father and Mother's respective incomes was as follows:

| Year | Father (\$) | Mother (\$) |
|--------------|----------------|------------------|
| 2018 | 141,893 | 257,129 |
| 2019 | 157,073 | 309,636 |
| 2020 | 163,069 | 314,936 |
| 2021 | 144,352 | 316,633 |
| Total | 606,387 | 1,198,334 |

| | | |
|------------------|---------------------|---------------------|
| Per month | 12,633 (34%) | 24,965 (66%) |
|------------------|---------------------|---------------------|

42 The Father's monthly income was in excess of \$12,000, and the ratio of the Father's income to the Mother's income was about 34:66.

43 In my view, it would be fair that the Father bears 35% of the child's monthly expenditure of \$4,000, which is \$1,400 per month. I adjusted the apportionment of the child's maintenance to the ratio of 65:35 between the Mother and the Father respectively.

The Father's Letter to Court Dated 14 December 2022

44 Following my decision that I had given, the Father subsequently wrote to the Court on 14 December 2022 seeking a clarification on the effective date for the commencement of the payment of the ordered revised maintenance sum. I directed that the revised maintenance order was to take effect from the date of the DJ's order.

45 Apart from this, the Father in his letter also raised the point that in determining the child's reasonable monthly expenses, both the DJ and the High Court in DCA 28/2022 had taken into consideration the sum of \$1,300 being the child's school fees. He asserted that this sum was ordered based on the parties' agreement for the child to be enrolled in the Nanyang Academy of Fine Arts ("NAFA"). The Father claims, however, that the child had not attended NAFA to date.

46 This point pertains to an issue of fact which, if the Father thought to be relevant to the question of the child's reasonable expenses, should have been raised for determination during the hearing of the appeal. However, this contention was not raised, and this was a new issue raised by way of

correspondence after the order had been made. I repeat my views above at [9] - [12] – the parties should exercise grace and flexibility in how the maintenance sums should be used. By this maintenance order, the parties have been given a “budget” representing the reasonable expenses for the child.

47 A maintenance order may be varied if there is a material change in circumstances or any other good cause but going to the court ought to be the last resort in parenting matters. It is to be expected that the exact amounts a child will need will change over time, and if parents file court proceedings for variation each time there is a change, there is something precious that we will have lost in our society made up of family units, for parenting is to be carried out cooperatively by parents themselves. Parents must *find the resolve* to overcome the difficulties in co-parenting by a strong *commitment to discharging their parental responsibility*. Litigation has harmful effects on the child – materially, because the family loses in incurring litigation expenses, and psychologically, because conflict affects the whole family in ways not easily visible.

Debbie Ong JAD
Judge of the Appellate Division

Wong Kai Yun and Darryl Chew Zijie (Chia Wong Chambers LLC)
for the appellant;
Yeo Khee Chye Raymond (Raymond Yeo) for the respondent