

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 14

District Court Appeal No 68 of 2023

Between

VEG

... Appellant

And

VEF

... Respondent

JUDGMENT

[Family Law — Child — Maintenance of child]

[Family Law — Consent orders — Variation]

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VEG

v

VEF

[2024] SGHCF 14

General Division of the High Court (Family Division) — District Court
Appeal No 68 of 2023
Choo Han Teck J
26 January, 5 February 2024

22 February 2024

Judgment reserved.

Choo Han Teck J:

1 The parties were married on 22 October 2006. They have one daughter, turning 17 years old this year. Interim judgment (“IJ”) was granted on 8 October 2012, and the ancillary matters were dealt with under the same IJ court order, on an uncontested basis. The court order was subsequently varied, by consent, on 21 October 2021, in FC/SUM 3741 of 2021. The respondent wife applied to vary that court order, in FC/SUM 695 of 2023, to amend the orders regarding the daughter’s maintenance payable by the appellant husband. The District Judge (“DJ”) below allowed the application in part, and against which, the appellant husband now appeals.

2 The appellant works as a consultant in Saudi Arabia, earning \$16,690 a month. The respondent is a freelance consultant in the Food and Beverage industry. She does not have a fixed monthly income, but she says that she earns

an average of \$4,000 a month. The DJ accepted this, based on the respondent's bank and CPF statements, and the Inland Revenue Authority of Singapore's confirmation that there were no Notices of Assessments for the respondent in the past three years.

3 Counsel for the appellant, Mr Leonard Loh, submits that the respondent did not provide full and frank disclosure of her documents in relation to her monthly income. He says that as the respondent was a DBS Treasures customer, there is a service fee of \$50 per month that is payable if the customer fails to keep an ending balance of at least \$200,000 at the end of each month. However, the documents adduced before the DJ below show that no such service fee was deducted, despite the respondent's low credit balance of a few thousand dollars.

4 At the hearing before me on 26 January 2024, I asked the respondent, who appeared in person, to produce her DBS Treasures statements for the past 12 months ("the Statements") and allowed her to file an explanatory note. Although she agreed to do so, the respondent only produced those statements for the months of January 2023 to August 2023. Her explanation is that she closed her DBS Treasures accounts in August 2023, and, therefore, does not have the statements from August 2023 onwards.

5 The Statements reveal that the respondent maintained four DBS bank accounts. Three of which had been disclosed to the DJ. The last one, however, was a DBS Portfolio where she held investment assets worth about \$200,000. This investment account and its relevant bank statements were not adduced before the DJ. Only the statements pertaining to the other three accounts were adduced.

6 The Statements also reveal that on 29 August 2023, she liquidated her investment assets and transferred the liquidation proceeds to one of the remaining three accounts, thereby losing her DBS Treasures customer status. As it stood, the respondent's total credit balance as of 31 August 2023 was \$197,650.92.

7 In her explanatory note, the respondent says that the moneys in the DBS accounts were an inheritance from her father (who died in 2016), for her and her daughter. It was given to her as a reserve fund in case the appellant did not provide for them. I am of the view that these statements and explanations were important information that should have been given to the DJ. Although I accept that the respondent is indeed earning \$4,000 a month as a freelancer, the large amount of undisclosed investment funds, which she claims to be for her and her daughter, cannot be overlooked. These funds would have been relevant in the DJ's assessment of whether there had been a material change in circumstances warranting a change in the agreed maintenance payments. The respondent liquidated the funds less than a month after this appeal was filed on 31 July 2023. Both the timing and the reason behind the liquidation were not explained by the respondent.

8 With that in mind, I now consider whether the variation ordered by the DJ was warranted. The DJ increased the monthly sum payable for accommodation costs from \$850 to \$1,200 and imposed an additional expense of overseas living expenses should the daughter be sent abroad for overseas studies. She found that there had been a material change in circumstances because the original sum of \$850 was agreed over 10 years ago and there has been an increase in rent from \$2,600 to \$3,900. She also found that the \$350 increase per month was "not a large sum and within the [appellant's] financial

capacity to pay, after taking into account what the [respondent] was also paying for the [daughter's] monthly expenses”.

9 In my view, there was no material change in circumstances that warranted the variation of the court order regarding the increase in accommodation costs and the additional overseas living expenses. The substantial amount of (now liquidated) moneys in the respondent's bank account, and the monthly interest earned on those moneys, would be sufficient to cover the additional \$350 that the respondent is seeking from the appellant. In any event, as found above (at [7]), the DJ below had no sight of the investment account moneys due to the lack of full and frank disclosure by the respondent. This alone would be sufficient to disallow the variation regarding these orders.

10 Regarding the daughter's tuition expenses, the DJ varied the monthly sum payable by the appellant from \$610 to \$680. The respondent concedes that the daughter no longer goes to the tuition centre in question and accordingly, no longer requires the variation, which I would have disallowed in any event, for the same reasons above (at [9]).

11 Regarding the mode of payment for the daughter's tuition (\$610 per month) and psychiatric expenses (\$2,400 per year), the DJ varied the order from the appellant paying on a reimbursement basis, to the appellant paying directly to the tuition centre and psychiatrist clinic. In my view, there is no reason to disturb the DJ's finding. The variation here went towards the mechanism of the payment, and the parties' substantive bargain remained unchanged. The DJ implemented this variation to prevent further acrimony between the parties, and this was, in my view, a sensible order.

12 Mr Loh submits that the DJ should not have allowed the variation in ordering that no receipts for the spending of the daughter's pocket money nor travel log are required. The parties agree to the monthly sum of \$150 for the daughter's pocket money and transport expenses, but the original consent order did not require receipts to be kept. Mr Loh argues that the appellant wants the daughter to keep a record of her expenses so that she can build good spending habits, but the variation imposed by the DJ prevents him from exercising his parental duty. In my view, the DJ's order must be seen in the context of the appellant's previous lapses in providing timely maintenance that amounted to \$51,942.68. The variation imposed by the DJ, in this specific case, facilitates the performance of the maintenance orders, without disturbing the substantive bargain agreed between the parties. This should not, however, prevent the appellant from instilling a sense of thriftiness in the daughter. The appellant may still ask the daughter to keep a record of her expenses, but not at the expense of providing monthly maintenance. They are two different matters. There is thus no reason to disturb the DJ's decision to vary this order.

13 The order below is varied accordingly. There will be no order as to costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Loh Weijie, Leonard and Faustina Joyce Fernando (Selvam LLC) for
the appellant;
The respondent in-person.