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(2) Redaction HAS/~~HAS NOT~~ been done.

Clement Yong  
District Judge  
2 December 2020

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**  
**[2020] SGFC 100**

Maintenance Summons No 1567 of 2020  
HCF/DCA 94 of 2020

Between

**VNH**

*... Complainant*

And

**VNG**

*... Respondent*

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**JUDGMENT / GROUNDS OF DECISION**

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*[Family Law] — [Maintenance of Child]*

## TABLE OF CONTENTS

<b>INTRODUCTION.....</b>	<b>1</b>
<b>FACTS .....</b>	<b>2</b>
<b>THE PARTIES.....</b>	<b>2</b>
<b>THE PARTIES' CASES .....</b>	<b>2</b>
<b>THE COMPLAINANT'S CASE.....</b>	<b>2</b>
<b>THE RESPONDENT'S CASE .....</b>	<b>3</b>
<b>ISSUES TO BE DETERMINED .....</b>	<b>4</b>
<b>DECISION.....</b>	<b>5</b>
<b>CONCLUSION .....</b>	<b>16</b>

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**VNH  
v  
VNG**

**[2020] SGFC 100**

Family Court — Maintenance Summons No 1567 of 2020  
District Judge Clement Yong  
30 September 2020 and 08 October 2020

2 December 2020

**District Judge Clement Yong:**

**Introduction**

1 This is an application under section 69(2) of the Women's Charter by the Complainant-Wife ("the Complainant") against the Respondent-Husband ("the Respondent") for an order of \$1,000 per month for the maintenance of the children to the marriage.

2 As the Respondent indicated a willingness and ability to provide such a sum for the children every month, I made an order for the same. The Respondent has now filed an appeal against my decision.

3 I set out below the grounds of my decision.

**Facts*****The Parties***

4 Parties got married on 24 December 2010 and are presently undergoing divorce proceedings in the Syariah Court.

5 The Complainant is 36 years old. She is employed as a senior radiographer in a local tertiary institution.

6 The Respondent is 38 years old. He is employed as a senior technician at a local hospital.

7 There are two children to the marriage, to whom I shall refer to as [H] and [A]. At present, [H] is eight years old and is attending student care. [A] is three years old and is attending childcare.

**The Parties' Cases*****The Complainant's case***

8 The Complainant claims that the Respondent has not been pulling his weight during the marriage in respect of financially providing for the children. It was not until the divorce proceedings started in 2019 that the Respondent started to contribute to some of the household expenses.

9 The Complainant has a gross monthly income of \$6,337 and her net take-home salary is \$5,115. Her monthly personal expenses are \$2,631 and the children's total monthly expenses add up to \$2,542, \$1,250 being the expenses for [H] and \$1,092 being the expenses for [A]<sup>1</sup>.

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<sup>1</sup> Figures as stated in Notes of Evidence ("NE"), Day 1, Page 26, Lines 19 to 29

10 The Complainant states that save for \$279.60 paid by the Respondent towards the school fees of the children, the remainder of the children's expenses is currently borne by her. Prior to filing this application, the Complainant had asked the Respondent to contribute to the expenses of the children, but he declined to do so<sup>2</sup>.

11 The Complainant believes that providing for their children should be a joint effort and the financial burden should not fall on her alone. In the premises, on the recognition that the Respondent has a lower salary than her, the Complainant wishes for the Respondent to contribute towards 40% of the children's expenses<sup>3</sup>. This works out to approximately \$1,000 given the children's total expenses of \$2,542.

### *The Respondent's case*

12 The Respondent tendered a bundle of documents which sets out his affidavit of assets and means. He has a gross income of \$3,606.91 and his last drawn take home salary is \$2,870<sup>4</sup>. His personal expenses per month amount to \$1,419<sup>5</sup>.

13 It is not disputed that parties are still living together<sup>6</sup>. The Respondent says that he contributes to the household family expenses<sup>7</sup>. He does not agree with the Complainant's position that she contributes fully to the family

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<sup>2</sup> NE, Day 1, Page 58, Line 20

<sup>3</sup> NE, Day 1, Page 61, Line 13

<sup>4</sup> NE, Day 1, Page 92, Line 8

<sup>5</sup> NE, Day 1, Page 92, Line 21

<sup>6</sup> NE, Day 1, Page 76, Lines 25 to 26

<sup>7</sup> R1 at Pages 4 to 5

expenses<sup>8</sup>. In his affidavit, he asserts that he currently spends \$574 on the family's expenses and approximately \$450 on the children's expenses each month<sup>9</sup>. On examination by the Court, the Respondent states that he spends \$1,026 on the children every month<sup>10</sup>, and is willing and able to continue spending this amount on them every month<sup>11</sup>.

14 The Respondent takes the position that some of the expenses for the children were incurred by the Complainant without reference to or consultation with him. He also claims that the approximate amount of \$2,500 which the Complainant spends on the children is too high<sup>12</sup>. Instead, the Respondent states that \$800 a month is sufficient<sup>13</sup> for the expenses of both children.

#### **Issues to be determined**

15 As this is an application under section 69(2) of the Women's Charter, I first must consider if the Respondent has neglected or refused to provide reasonable maintenance for the children who are unable to maintain themselves.

16 If the above is proven by the Complainant, I next must consider the issue of what would be a reasonable amount for the Respondent to pay towards the maintenance of the children.

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<sup>8</sup> NE, Day 1, Page 64, Line 18

<sup>9</sup> R1 at Pages 4 to 5

<sup>10</sup> NE, Day 1, Page 89, Line 29

<sup>11</sup> NE, Day 1, Page 90, Line 24

<sup>12</sup> NE, Day 1, Page 96, Line 7

<sup>13</sup> NE, Day 1, Page 88, Line 26

**Decision**

17 On the first issue of whether the Respondent has neglected or refused to provide reasonable maintenance for the children who are unable to maintain themselves, I find this to be answered in the positive.

18 Factually, there is some dispute as to how much the Respondent contributes to the children's expenses. The Complainant provides a figure of about \$280, whilst the Respondent has been inconsistent in this case. In his affidavit, he states a figure of \$450. In his list of expense, he states \$921, and in oral evidence, he states \$1,026.

19 I can accept that parents do not usually account for their expenditure and financial contributions to the family and children down to the last dollar and cent. On the available evidence before me, I find on a balance of probabilities that the Respondent contributes a figure somewhere in the region of \$280 to \$450 a month towards the children's maintenance. His claim of spending \$1,026 on the children is unsupported by evidence and I am unable to give any weight to this assertion.

20 For reasons which I will set out below, I find that a reasonable amount for the maintenance of both children is \$2,322. This means that even if the Respondent currently spends up to \$450 on the children's maintenance, this paltry amount falls short of the reasonable maintenance amount under which he owes a statutory duty to provide the children. I therefore find that the Respondent had neglected to provide reasonable maintenance for the children, when asked to do so by the Complainant.

21 The Complainant's position on how much she spends every month on [H]'s expenses is as follows:

S/N	Expenditure item	Cost (in \$)
1.	Student care	290
2.	Student care school holiday surcharge	25
3.	Tuition	180
4.	Phonics classes	180
5.	Swimming classes	100
6.	Religious class and registration and uniform	48.3
7.	Stationaries	1.67
8.	Reading and learning materials	3.33
9.	School books and uniform	16.67
10.	Pocket money	40
11.	Learning journey	10
12.	Photo taking	1.167
13.	Insurance - Pru Extra	20.33
14.	Food (extra)	40
15.	Medical expense	30
16.	Toiletries	50
17.	Toys	3.33
18.	Clothing and footwear	8.33
19.	[Weekend expense] Transport	20
20.	[Weekend expense] Food	20
21.	[Weekend expense] Attraction for kids	100
22.	Clothes and shoes	12.5
23.	OCBC Kids Savings	50
24.	Groceries	200
<b>TOTAL</b>		<b>1,450.63</b>



22 The Respondent did not take any issue with whether these expenses were indeed incurred by the Complainant. Instead, he took the position that some of the expenses incurred were either incurred without consultation with him, or that they were unnecessary, or that he was already paying for some of these expenses.

23 The Respondent did not dispute the reasonableness of the expenses in s/n 3, 4, 6, 7, 8, 9, 10, 11, 12, 18 and 22<sup>14</sup>. I therefore accept that these are reasonable expenses for [H].

24 In respect of s/n 1 and 2 for the student care and related expenses for [H], the Respondent's position is that the Complainant made the unilateral decision to enrol [H] without consulting him. The Complainant explained that student care was necessary because both parents are working and there is no one else to take care of [H] after school. The Respondent did not refute this. I therefore accept these expenses to be necessary and reasonable.

25 In respect of s/n 5 for the swimming lessons of [H], the Respondent's primary objection to this was that the Complainant enrolled [H] for swimming lessons without a discussion with the Respondent. The Complainant explained that [H] enjoys swimming and since both parents are unable to teach him, she had to enrol him for classes. The Respondent did not offer any evidence to the contrary. In fact, the Respondent ostensibly agrees that the child enjoys swimming as he had on occasions asked to go to the swimming complex. I accept that going for swimming lessons at a cost of \$100 a month is not inconsistent with the child's best interests. This expense is therefore reasonable and allowed.

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<sup>14</sup> NE, Day 1, Page 50, Lines 14 to 23

26 In respect of s/n 13 for an insurance expense of approximately \$20, the Respondent does not agree to this as the Complainant had purchased this without discussion with him. The Complainant disagreed and highlighted that a discussion had indeed taken place between parties and the insurance agent, and because the Respondent took a long time to give an answer, she decided to purchase the policy. Weighing this at a cost of approximately \$20 a month, against the full benefits that such a policy brings to [H], I assess this expense to be reasonable and allow it in the calculations.

27 In respect of s/n 14, 15, 16 and 17, the Complainant claims to spend approximately \$123 on food, medical expenses, toiletries and toys on [H]. In respect of s/n 19, 20, and 21, these are the expenses which the Complainant incurs on behalf of [H] for the weekends. The Respondent does not dispute that these expenses are necessary or reasonable. Instead, he claims that he has also contributed to these expenses. The Complainant accepts this to be the case but clarified that the Respondent started contributing only after the divorce proceedings commenced. For the present purposes, I am satisfied that these expenses are reasonable and allow it in the calculations.

28 In respect of s/n 23, which is an amount of \$50 incurred monthly by the Complainant by way of her contribution towards the kids savings account of [H], the Respondent claims that this item was incurred without transparency. For reasons different from that given by the Respondent, I decline to include this item in the list of reasonable expenses, as I find that savings are not strictly speaking a necessary expense. I therefore need not consider the issue of disclosure or discussion in respect of this item.

29 Finally, the Respondent disagreed with s/n 24, which is an amount of \$200 which the Complainant spends on the monthly groceries for [H]. The

Respondent claims that \$200 a month is too high an amount for [H]’s groceries<sup>15</sup>. Instead, the Respondent suggests that both children only require \$200 per month to spend on groceries<sup>16</sup>. Taking this to its logical conclusion, this means that each child will be allocated a budget of \$100 per month for groceries, or approximately \$3.33 each day. I find this figure to be wholly unrealistic and disproportionate to the children’s actual financial needs. I accept the Complainant’s position that \$200 per month is a reasonable and necessary amount to spend on groceries for [H].

30 Adjusting for s/n 23 which I disallow, I find the total reasonable amount incurred each month for the expenses of [H] to be approximately **\$1,400**.

31 I next set out the Complainant’s position on how much she spends every month on [A]’s expenses:

S/N	Expenditure item	Cost (in \$)
1.	Childcare	279.6
2.	Tuition	120
3.	Religious class monthly free	35
4.	Religious class registration	15
5.	Religious class uniform	0.83
6.	Stationary	1.67
7.	Reading and learning materials	3.33
8.	Photo taking	2.08
9.	Insurance - Pru extra	20.33
10.	Food (inclusive of milk powder)	120

<sup>15</sup> NE, Day 1, Page 87, Lines 22 to 24

<sup>16</sup> NE, Day 1, Page 88, Line 14

11.	Medical fees	30
12.	Toiletries (includes diapers)	50
13.	Toys	3.33
14.	Clothing and footwear	8.33
15.	[Weekend] Transport	20
16.	[Weekend] Food	20
17.	[Weekend] Attraction for kids	100
18.	Clothing and shoes	12.50
19.	OCBC Kids Savings	50
20.	Groceries	200
<b>TOTAL</b>		<b><u>\$1,092</u></b>

32 Similar to the position he takes in respect of [H]’s expenses, the Respondent did not take any issue with whether [A]’s expenses were indeed incurred by the Complainant. Instead, he took the position that some of the expenses incurred were either incurred without consultation with him, or that they were unnecessary, or that he was already paying for some of these expenses.

33 The Respondent did not dispute the reasonableness of the expenses in s/n 6, 7, 8 and 18<sup>17</sup>. I therefore accept that these are reasonable expenses for [A].

34 In respect of s/n 1, the Respondent does not dispute the necessity of this expense. He claims to be paying for it, and the Complainant agrees, albeit with

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<sup>17</sup> NE, Day 1, Page 50, Lines 14 to 23

the caveat that the Respondent started doing so only after the divorce proceedings started<sup>18</sup>. This expense is reasonable and therefore allowed.

35 In respect of s/n 2, 3, 4 and 5, the Respondent objects to these expenses for [A]'s tuition classes and religious classes as the Complainant did not discuss with him prior to enrolling [A] for these classes. The Complainant explains that she places [A] in these classes so that her time will not be wasted at home. The Respondent on the other hand feels that for a 3-year-old child, it is preferred that she spends most of the time with her parents. As this expense of \$120 for tuition was mainly incurred in order to occupy [A]'s time, it accordingly falls outside the realm of what is reasonable. However, I find that \$50 a month for religious classes is reasonable and allow this expense.

36 In respect of s/n 9, the Respondent does not find this expense necessary as his employer already provides insurance coverage for [A]. The Complainant agrees this to be the case but gave an example where of an occasion when [A] got into an accident, and the Respondent refused to first pay out of pocket for the child's hospital bills and later make a claim from his company's insurance for reimbursement. This was not disputed by the Respondent. On the other hand, the Complainant suggests that she was not out of pocket on that occasion because the medical bills were covered by the insurance policy. In view of this, I accept this expense of approximately \$20 to be reasonable and allow it in the calculations.

37 In respect of s/n 10, 11, 12, 13 and 14, the Complainant claims to spend approximately \$211 on food, medical expenses, toiletries, toys and clothing on [A]. In respect of s/n 15, 16, and 17, these are the expenses which the

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<sup>18</sup> NE, Day 1, Page 42, Line 10

Complainant incurs on behalf of [A] for the weekends. The Respondent does not dispute that these expenses are necessary or reasonable. Instead, he claims that he has also contributed to these expenses. The Complainant accepts this to be the case but clarified that the Respondent started contributing only after the divorce proceedings commenced. For the present purposes, I am satisfied that these expenses are reasonable and allow it in the calculations.

38 In respect of s/n 19, this is an expense of \$50 per month incurred towards the kids savings account of [A]. The Respondent claims that it is not in the interest of a 3-year-old child to open a savings account and claimed in any event he was not aware of this expenditure. For similar reasons I had given above in relation to savings for [H], I also decline to include this item in the list of reasonable expenses for [A] as I do not find that savings are strictly speaking a necessary expense.

39 Finally, in respect of s/n 20, which is an expense of \$200 spent on groceries for the benefit of [A], the Respondent's position is that \$100 per month is sufficient for [A]. For the reasons I have stated above, I am unable to agree with the Respondent. I accept the Complainant's position that \$200 per month is a reasonable and necessary amount to spend on groceries for [A].

40 Having adjusted for s/n 2 and 19 which I disallow, I find the total reasonable amount incurred each month for the expenses of [A] to be approximately **\$922**. This means that the total amount of reasonable expenses for [H] and [A] is **\$2,322**. In arriving at this figure, I have also considered the manner in which the parties expect the children to be educated, and the standard of living enjoyed by the children before the Respondent failed to provide reasonable maintenance.

41 Given that the Respondent has neglected to provide maintenance for the children, and given my finding in the paragraph above, I accordingly order the Respondent to pay a monthly allowance of \$1,000 to the Complainant for the maintenance of the children, apportioned at \$500 per child. I elaborate below how I arrived at this figure.

42 It is trite law<sup>19</sup> that 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.

43 As a starting point, if both parents were made to contribute equally to the children's reasonable maintenance amount of \$2,322, this would mean that each parent ought to contribute approximately \$1,161. However, this starting point can be departed from if there are good reasons to do so. On the facts, I do not find any such reasons to depart. The reason I order the Respondent to pay the lesser figure of \$1,000 is because this was the amount sought by the Complainant.

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<sup>19</sup> *TBC v TBD* [2015] SGHC 130 at [27]

44 The Respondent has a monthly take-home income of \$2,870. After deducting his personal expenses of \$1,419, there will be a balance of \$1,451. This means that after contributing \$1,000 towards the children's maintenance, he will still be left with approximately \$450 to spend on other items, such as household expenses or on himself if he so wishes. Therefore, my order was made having carefully considered the children's financial needs and balanced against the Respondent's ability to pay.

45 In any event, the Respondent will not be prejudiced by such an order given that he is more than able and willing to pay this amount, as evidenced from the following exchange<sup>20</sup>:

*Court: with---I see, include items A, B---sorry, A, C, and D. These look like the amounts you spend on the children every month. So, tell me, based on your own calculations, how much do you currently spend on the children every month?*

*Witness: Okay. Hold on, Sir, please. It's, uh, \$1,026.*

*Court: 1,026,---*

*Witness: Correct.*

*Court: correct?*

...

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<sup>20</sup> NE, Day 1, Pages 89 to 90



*Court: And you are willing to spend money on both children every month,---*

*Witness: Mmm hmm.*

*Court: correct? So, I want to know how much you are willing to spend on them in future.*

*Witness: O---*

*Court: So,---*

*Witness: okay.*

*Court: I ask you, are you willing and able to continue spending the same amount of \$1,026 on them every month?*

*Witness: Yes, correct, Sir.*

46 For completeness, I am also mindful of the Respondent's position that some of the children's expenses cited by the Complainant are already borne by him, such as their weekend activity expenses, as well as some of their food, medical and toiletry expenses. Whilst that may well be the case, the Court is unable to go into a forensic accounting exercise to calculate the precise contributions made by the Respondent to arrive at a figure to offset against the sum of \$1,000 made in the order. It is also not necessary for the Court to do so in this case for the reason I set out below.

47 What appears to be clear is that the Respondent only started contributing to the children's expenses after divorce proceedings had commenced. The Complainant had raised this point multiple times in the course of her giving evidence. Crucially, this remains unrebutted as the Respondent did not adduce any evidence to show otherwise, nor was it his case that this was not true. It is

not a satisfactory state of affairs for the Complainant to bear sole responsibility for all of the children's expenses whilst the Respondent on the other hand is given latitude to decide on a whim how much he feels like contributing and when. Having this order in place means that practically, the parameters of the Respondent's obligations to maintain the children are set out clearly for him, and he need not pay anything outside the scope of the order if he does not wish to. This will bring certainty to all parties and hopefully prevents the animosity between the adults from spilling into the lives of the children, to their detriment.

48 The Respondent also expresses some unhappiness<sup>21</sup> at the order having been made despite the issue of custody and care and control<sup>22</sup> not yet being decided by the Syariah Court in the divorce proceedings. It should be highlighted that an obligation by a parent to pay reasonable maintenance under section 69(2) of the Women's Charter is triggered upon his refusal or neglect to do so. This is precisely what had happened in the present case, and issues of custody and care and control are not relevant considerations under this application.

### **Conclusion**

49 In view of the foregoing, I order the Respondent to pay \$1,000 a month to the Complainant for the maintenance of both children, to be paid on the first day of each month starting November 2020 by way of bank transfer into the Complainant's OCBC account.

50 As both parties are litigants in person, I make no order as to costs.

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<sup>21</sup> NE, Day 2, Page 9, Line 18

<sup>22</sup> NE, Day 1, Page 101, Line 5

51 In conclusion, I highlight that the order I make does not preclude both parents from spending more on the children if they wish to. Parties will do well to remember that even though their marriage may have broken down, the children should not have to suffer the consequences of what are essentially differences between adults.



Clement Yong  
District Judge



The Complainant in Person;  
The Respondent in Person.

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