

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 38

District Court Appeal No 8 of 2024

Between

WTP

... Appellant

And

WTQ

... Respondent

GROUND OF DECISION

[Family Law — Maintenance — wife — variation of maintenance orders due to material change in circumstances]

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

WTP

v

WTQ

[2024] SGHCF 38

General Division of the High Court (Family Division) — District Court
Appeal No 8 of 2024
Choo Han Teck J
24 October 2024

29 October 2024

Choo Han Teck J:

1 The appellant husband, aged 55 years old, and the respondent wife, aged 56 years old, were married on 3 May 1995 in China. They had one child together, aged 24 years old, who is currently studying medicine at university. Their marriage lasted about 15 years before the appellant filed for divorce on 26 January 2010. Interim judgment (“IJ”) was granted on 14 October 2010 and final judgment was issued on 17 January 2011. The ancillary matters were agreed upon by consent (the “Consent Order”) and included the appellant paying \$1,000 a month towards the maintenance of the respondent and the child respectively. At the time of the divorce, the appellant worked as an architect. After the divorce, he sought his fortune in China by starting a business that provides design services for projects there (the “Company”). He also remarried in 2011 and had two children with his current wife. His current wife and two children are living in Singapore.

2 According to the appellant, although his design business in China took off and was doing well initially, the Company started to struggle after 2016, and this led to him finding it difficult to make maintenance payments. This resulted in him being in arrears for the maintenance payments and enforcement action being taken out against him by the respondent. In the proceedings below, the appellant sought to rescind or vary downwards the monthly maintenance he was responsible for paying to the respondent. This was on the grounds that there had been a material change in the circumstances of the appellant such that he was no longer able to provide maintenance for the respondent. It was not disputed that as the child was already an adult, the appellant was no longer liable to pay maintenance for the child pursuant to the Consent Order. The judge below dismissed the appellant's application as she was of the view that the appellant had not discharged his burden of proof to show that there was a material change of his circumstances.

3 HCF/DCA 8/2024 ("DCA 8") was the appellant's appeal against the dismissal of his application to vary the maintenance order. Counsel for the appellant, Mr Jeremy Cheong, submitted that the judge below had erred in arriving at the conclusion that there was no material change in the appellant's circumstances because she had considered irrelevant factors that ought not to have been taken against the appellant. In my view, such a submission would have been persuasive had the appellant discharged the burden of proof on him in showing a material change in his circumstances — but he failed to do so. The nub of the appellant's case was that his Company was performing poorly. To that end, the appellant adduced as supporting evidence financial statements of the Company, showing the Company in poor health, which were purportedly submitted to the Chinese tax authorities. No other evidence of the appellant's financial situation was available. No detailed bank records were provided, nor was any credit card statements produced.

4 In my view, the appellant's reliance on the financial statements of the Company showing it to be in poor health was not sufficient to show a material change in the appellant's circumstances. A fuller and more detailed picture of the appellant's finances was required. The appellant may remain asset rich, notwithstanding the Company's poor performance in recent years. The appellant may have an unreasonably high expenditure every month which renders any claim of inability to pay to the respondent her monthly entitlement moot. In other words, the appellant has not discharged his burden of proof. As such, DCA 8 was dismissed.

5 At the hearing, the respondent stated that her health was not in a good state and as such she was now unemployed. She stated that she would accept any judgment, and in any event, the appellant would not pay. She explained that "[e]ven the \$1,000 has not been paid". It must be made clear that the appellant remains responsible and liable to pay to the respondent \$1,000 a month in maintenance, as long as his maintenance obligation remains in force. He also remains responsible and liable to pay for any past and future arrears (and any interest if applicable) that may have accumulated over time as a result of his non-compliance. The respondent is fully entitled to take enforcement action against him if payment is not forthcoming.

6 No order as to costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Cheong Yon-Wen Jeremy and Nurul Nabilah Binte Salim
(JCP Law LLC) for the appellant;
Respondent in person.