

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 22

District Court Appeal No 121 of 2023

Between

- (1) WVH
- (2) WVI

... Appellants

And

WVG

... Respondent

District Court Appeal No 123 of 2023

Between

WVG

... Appellant

And

- (1) WVH
- (2) WVI

... Respondents

JUDGMENT

[Mental Disorders and Treatment — Management of patients' property and affairs]

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WVH and another
v
WVG and another appeal and other matters

[2025] SGHCF 22

General Division of the High Court (Family Division) — District Court
Appeals Nos 121 of 2023 and 123 of 2023 and Summonses Nos 289 of 2024
and 30 of 2025
Choo Han Teck J
27 March 2025

8 April 2025

Judgment reserved.

Choo Han Teck J:

1 The cross-appeals arise from a dispute concerning the appointment of deputies over the personal welfare, property and affairs of a 72-year-old man, “P”. The first appellant in HCF/DCA 121/2023 (“DCA 121”) who is the first respondent in HCF/DCA 123/2023 (“DCA 123”), is P’s second daughter (“X”), a 34-year-old broker in an investment bank. The second appellant in DCA 121 who is the second respondent in DCA 123, is P’s youngest son (“Y”), a 29-year-old bank executive. P’s eldest daughter is not a party in the proceedings. The respondent in DCA 121 and the appellant in DCA 123 is “Z”. She is a 63-year-old Singaporean woman who began an extra-marital relationship with P in 2014 when P was still married to his wife, his children’s mother. Z works as a patient service officer in a hospital.

2 P separated from his wife in 2014 and moved in with Z and two of her adult children. In 2016, he was injured in a motorcycle accident in Krabi, Thailand. Although he initially showed signs of recovery, his health declined from 2018. He was diagnosed with dementia in January 2020. His wife filed for divorce in April 2021 and interim judgment was granted on 9 November 2021. A medical report dated 2 June 2022 certified P's lack of mental capacity.

3 In July 2022, X and Y applied *vide* FC/OSM 233/2022 ("OSM 233") to be appointed as joint deputies over P's personal welfare, property and affairs. Throughout the proceedings, his children did not disclose the relationship between P and Z to the court. Z was neither served nor informed of the application. OSM 233 was granted in September 2022. In April 2023, P's children filed a summons for an order that Z be prevented from access to P. That was when P's relationship with Z came to the court's attention and the District Judge ("DJ") ordered that the summons be served on Z.

4 Z then filed FC/OSM 253/2023 ("OSM 253") in August 2023 to revoke the deputyship order made in OSM 233. She also filed FC/SUM 3230/2023 for an interim order to add her as a third deputy of P. On 1 December 2023, the DJ dismissed OSM 253 and appointed Z as a joint deputy with X and Y over the management of P's personal welfare. The management of P's property and affairs was ordered to remain with his children. The DJ also ordered P to continue staying with his children if there was no agreement among the deputies regarding P's living arrangements. Z was permitted to visit and care for P daily if she wished to and was made jointly responsible for the management of P's health.

5 The parties brought cross-appeals against the DJ's decision. DCA 123 is Z's appeal against the DJ's decision to dismiss OSM 253. DCA 121 is P's

children's appeal against the whole of the DJ's decision save for the dismissal of OSM 253. The parties applied *vide* HCF/SUM 289/2024 and HCF/SUM 30/2025 to file further evidence. I granted both applications for further evidence as there were no objections.

6 As the parties engaged in settlement discussions, the timelines for the cross-appeals were initially held in abeyance. The parties then signed a settlement agreement dated 12 June 2024 on issues related to the cross-appeals (the "Settlement Agreement"). The Settlement Agreement provided, *inter alia*, for Z's appeal to be dismissed in its entirety and X and Y's appeal to be allowed. The parties also agreed to "work towards persuading and easing P to stay in an Assisted Living Facility ('ALF')". An ALF, unlike a regular nursing home, provides housing and care to elderly who require help with daily activities but are able to maintain some degree of independence. The Settlement Agreement included two draft consent orders which were signed by the solicitors of both parties and filed with the court on 2 July 2024. The draft consent orders were supposed to be extracted, and that would have been the end of the matter.

7 However, the parties had multiple disagreements after the settlement. On 27 June 2024, Y brought P to an ALF agreed upon by X and Y (the "Care Centre") and tried to explain to him the reasons for this move and why it was for his benefit. However, P was unhappy with the move, and Z was unhappy that P's children sent him to the Care Centre without her consent. She felt that the children had reneged on the Settlement Agreement by not seeking her consent before admitting P to the Care Centre. Since P's children demonstrated that they "[did] not wish to follow" the Settlement Agreement, she withdrew her consent to the extraction of the draft consent orders at a pre-trial conference on 23 July 2024.

8 Y claims that around June 2024, he was informed by the Care Centre that it had only one vacancy for dementia patients left. Y and X thus decided to place P there as it was the best of all the ALFs they had visited. He says that Z was uncooperative and told P that she was also against the move, and that moving was only Y's idea. This caused P to be very angry at Y. Thereafter, Z began to visit P at the Care Centre and often caused a commotion when she was there.

9 Y says that Z has been abusive towards the staff at the Care Centre. She has also been agitating P and encouraging him to move out of the Care Centre. Z sent an email to the Care Centre on 7 July 2024, accusing them of "very stressful and unprofessional services" and alleging that P was being "abused mentally" by the professional care staff. According to the staff, Z even told P that he was "in prison". On 6 August 2024, P attended a psychiatric assessment conducted by one Dr Tan. According to Dr Tan's report dated 13 August 2024, the nursing staff were able to coax P to take his medication whenever Z did not intervene. However, when Z did intervene, she would instruct P to take some medications and avoid others. As a result, P had discarded some of his medications in the dustbin. Dr Tan also noted in her medical report that Z's conduct triggered P's "bouts of agitation" because he would usually insist on leaving the facility against the staff's advice.

10 Furthermore, Y says that Z stayed beyond visiting hours on many occasions. The nursing staff had explained to Z that there would be fewer staff on duty after 8pm, so she should leave the Care Centre on her own and dissuade P from seeing her off. Otherwise, one of the staff would have to accompany P and there would be fewer people caring for the other residents. However, Z continued to allow P to walk her to the bus stop. The specific dates and timings of these incidents were noted down by the staff of the Care Centre and sent to

Y *via* WhatsApp. According to Y, Z also threatened to report the Care Centre to the media for attention.

11 The parties' relationship deteriorated over the next few months. Y alleges that there were multiple instances of Z bringing P out of the Care Centre without consulting him and his sister. There were also signs of blood extraction on P's left arm on 25 September 2024, even though the children were not aware of any planned medical appointments P had that day. Y also says that Z admitted P to a hospital on 31 October 2024 and again on 29 November 2024 without informing him or his sister. At the hospital, P was diagnosed to have suffered focal seizures and was discharged on 3 December 2024. Dr Singh, a family physician who was responsible for P's medical care at the Care Centre, advised that P should remain in the Care Centre for at least two weeks without day leave and home leave. This was to ensure that P was free of seizures and other medical issues. Dr Singh's recommendation was conveyed to Z by the Care Centre on 5 December 2024, and his children's counsel communicated the same to Z's counsel on 6 December 2024. However, Z showed up at the Care Centre on the afternoon of 6 December 2024, demanding to bring P back to her home. She caused a commotion and the police were involved. She eventually brought P out of the Care Centre after signing a form acknowledging the risks of acting against the doctor's advice and only returned P to the Care Centre on 8 December 2024.

12 P was admitted again to the hospital on 28 December 2024. He saw a speech therapist before being discharged on 7 January 2025 because the doctors observed that he was presenting with "[m]oderate oropharyngeal dysphagia" and "[c]ognitive communication deficits". The speech therapist and doctor recommended that P be given thick fluids and a pureed diet by tablespoon. The Care Centre was informed of the hospital's advice and communicated the same to Z. Y claims that subsequently on 13 January 2025, Z was on a call with P

when she shouted through the phone at the staff and asked them why P had been given pureed food. This caused P to become agitated, and he only calmed down after the staff relented and gave him soft bread for lunch. On 17 January 2025, Z brought P out on home leave and informed the staff that she would give P a regular diet despite being informed that he should consume a soft and minced diet in accordance with the speech therapist’s recommendation.

13 Counsel for Z, Mr Manickavasagam, argues that Z has been P’s “pillar of strength” and has taken care of him throughout his good and bad times, while P’s children have “paid very little attention” to P. He claims that the staff of the Care Centre have “an axe to grind” against Z and that they “have not taken care of P to his best interest”. Mr Manickavasagam also says that Z has made many of P’s complaints known to the staff of the Care Centre, but they were ignored. He exhibited messages from P, claiming that these messages show how P is “living in hell on earth” and that Z is his “only saviour”. In P’s messages to his second daughter dated 30 July 2024, P wrote that the Care Centre was “like a prison” and that he would “rather die than stay here”. P also texted his son on the same day, saying that he “[felt] like dying already”. Mr Manickavasagam submits that Z has been acting in P’s best interests and that if she were to be removed as a deputy, the children would “not care about P and P might commit suicide”.

14 Z claims that the children could have kept P at home and arranged for a domestic helper to look after him, however, they “simply chose to send [P] to [the] ALF” to rid themselves of this responsibility. She claims that the children and the Care Centre have failed to give P a medicine called “Glipizide” from 27 June 2024 to 15 August 2024 and as a result of their negligence, P’s kidneys were damaged. She also alleges that the staff have failed to supervise P’s consumption of medication on various occasions. Z emphasises that she had

already been looking after P at her home even before she was appointed as a deputy. She says that she had “done a wonderful job” looking after P before he was admitted to the Care Centre and is willing to continue to do so if the children do not wish to employ a helper to look after him.

15 On the other hand, P’s children say that Z was aware, after their two days of mediation, that P would require more dedicated care as his needs increased. This was one of the reasons why the Settlement Agreement provided for the parties to encourage P to stay at an ALF. P’s children also claim that although P took time to adjust to his life at the Care Centre, the staff and doctors have indicated that he has since been adjusting well. However, as noted by Dr Tan, P’s progress was continually stunted by Z’s actions as she tended to influence him to believe that the Care Centre was a “prison”. P’s children contend that Z’s claim that the nursing staff were negligent is baseless. They say that after visiting several ALFs, they found the Care Centre to be the “best in class” because it has a regular schedule and activities to help P with his cognitive and physical therapy.

16 Regarding the Settlement Agreement, X and Y’s position is that it ought to be enforced, and that Z had committed repudiatory breach by failing to give her consent for the extraction of the draft consent orders. Z, on the other hand, says that the children had breached the terms of the Settlement Agreement by admitting P to the Care Centre without consulting her. In response, X and Y say that the Settlement Agreement does not require Z’s opinion or consent to admit P to an ALF.

17 The Settlement Agreement was signed by X, Y and Z and their respective solicitors following a full-day mediation on 25 April 2024 and a half-day mediation on 12 June 2024. Each party was legally represented at the

mediation. The private mediation culminated in the execution of the Settlement Agreement on 12 June 2024. Clauses 11 and 12 of the Settlement Agreement provide as follows:

(A) PENDING P’S TRANSFER TO THE ALF (AS DEFINED AT PARAGRAPH 11 BELOW), THE PARTIES AGREE AS FOLLOWS:

...

11. The Parties agree that they will work towards persuading and easing P to stay in an Assisted Living Facility (“ALF”).

(B) THE PARTIES AGREE THAT WHILE P IS STAYING IN THE ALF:

12. The Parties agree that each of them will, to the best of his/her efforts, encourage and ease P to stay at the ALF where P will be taken care of by professionals and to participate in specially curated programmes to assist in his cognitive health focus ...

18 None of the clauses in the Settlement Agreement expressly states that P’s children must obtain consent from Z before admitting P to an ALF. Neither can such an obligation be implied from the wording of the terms. The clauses merely oblige the parties to encourage P to stay in an ALF. P’s children have therefore not breached any term by sending P to the Care Centre. In my view, the Settlement Agreement is a binding contract that ought to be enforced.

19 More importantly, although I accept that Z had P’s interests at heart, I am of the opinion that the terms of the Settlement Agreement are in P’s best interests. It is clear to me that the parties’ relationship has broken down and they are unable to work together for P’s welfare. The question, therefore, is whether P’s children or Z is the more appropriate deputy for P.

20 With regard to P’s property and affairs, his children are the more appropriate deputies. There are bank statements showing that \$200,000 was transferred from P’s account to Z’s account in 2022, after P was already

diagnosed with dementia. In the Settlement Agreement, Z also agreed to repay \$90,000 of the \$200,000 that she received. Z maintains that she is “not after [P] for his money”. She also says that when P had mental capacity, she had sought his help for her financial problems, but he never gave her any money. Instead, she offered him shelter in her home after he separated from his wife and has been spending money on him over the years. Regardless of her intentions, X and Y, as well as their eldest sister, are the heirs to P’s estate. P has not drawn up a will and thus when he dies, his estate will devolve to his children. The law as it stands, reserves nothing from P’s estate for someone in Z’s position except, perhaps, to compensate her for expenses reasonably incurred in looking after him. Thus, I think that it is more appropriate for X and Y to manage P’s property and affairs.

21 Given P’s current condition, staying in an ALF such as the Care Centre appears to be in P’s best interests. The Care Centre offers a regular schedule with activities and therapy to improve P’s cognitive abilities. There are also other residents with whom P can interact. It is inevitable that elderly patients such as P require more time to adapt to a new environment and routine. Instead of persuading P to listen to the staff and doctors, however, Z has been intentionally encouraging him to disregard medical advice and flout the rules of the Care Centre. This is not in P’s best interests. She claims, with no supporting evidence, that the care provided by the staff at the Care Centre is unsatisfactory. She seems to have sown discord between P and his children by telling him that his children had abandoned him. In the circumstances, I am satisfied that Z should not be a co-deputy managing P’s personal welfare. X and Y should remain as joint deputies for P’s personal welfare, property and affairs.

22 Nevertheless, I find that it would be in P’s best interests to allow Z to continue visiting him at the Care Centre. Z maintains that her only motive in

pursuing the current proceedings is to take care of him. She has been together with P since 2014 and P appears to enjoy her company. Clause 12 of the Settlement Agreement provides that the parties agree to abide by the rules and regulations of the Care Centre, including but not limited to visiting P only during the visiting hours. Z shall be at liberty to visit P every Monday, Wednesday, Friday and Sunday. X and Y shall be at liberty to visit P every Tuesday, Thursday and Saturday. Where the Care Centre allows overnight access for P, Z's overnight access to P shall be limited to the first and third weeks of each month, from Friday 6.30pm to Sunday 1pm. If P is unwell, Z shall not have overnight access. The parties should abide by the terms of the Settlement Agreement. I will only add that the right of access can be reasonably enlarged so long as none of the parties' agreed rights are adversely affected. Hence, on days that one party is unable to visit P, the other party shall have liberty to do so.

23 For the above reasons, DCA 121 is allowed and DCA 123 is dismissed. Each party is to bear its own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

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Straits Law LLC) for the appellants in DCA 121 of 2023 and the
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