

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 38

MSS No. 1268 of 2025

Between

YAI

And

YAJ

JUDGEMENT

Family Law – Maintenance – Child – Enforcement of maintenance order – Whether maintenance payable where adult child pursuing diploma course and undergoing work attachment while earning income – “whether or not while in gainful employment” – Section 69(5)(c) Women’s Charter 1961

Family Law – Maintenance – Child – Enforcement of maintenance order – Whether father entitled to pay maintenance directly to child instead of care parent as required by order

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YAI

v

YAJ

[2026] SGFC 38

Family Court – MSS No. 1268 of 2025

District Judge Kow Keng Siong
3, 17 and 19 March 2026

19 March 2026

District Judge Kow Keng Siong:

Introduction

1 These maintenance enforcement proceedings raise the following issues.

(a) First, pursuant to s 69(5)(c) of the Women's Charter 1961 (“**Charter**”), a parent may be required to maintain an adult child who is studying at an educational establishment or undergoing vocational training, whether or not the child is in gainful employment. Does this provision require a father to continue maintaining an adult child when she is receiving payments from work attachment in her diploma course?

- (b) Second, can a father refuse to pay child maintenance, as required by a court order, on the basis that he had instead given his son an ATM card to pay for the child's expenses?

Background

2 The background to these issues is as follows. Pursuant to a consent order, the Father is required to pay to the Mother (the care parent) (a) \$400 per month for the maintenance of the daughter; and (b) \$300 per month for the maintenance of the older son. (For completeness, the parties have a younger son. Under the consent order, the Father has care and control of that child.)

3 It is undisputed that from October 2023 to March 2026, the Father had defaulted on maintenance payments for his daughter and older son (“**default period**”). The key issues for determination in these proceedings are, *first*, whether the Father has provided good reasons for his default, and *second*, whether he should be excused from paying the arrears: *XTG v XTH* [2025] SGFC 112 at [21] to [37].

The daughter's maintenance

The Father's case

4 The Father contends that he is not obliged to maintain the daughter because she had become an adult and was earning an income during her work attachment.

Undisputed facts

5 The relevant facts are largely undisputed. The daughter turned 21 on 31 January 2024. She was pursuing a diploma course that ended in October 2025. The course included a work attachment component. She had received payments during the attachment.

Disputes regarding the work attachment

6 Before assessing the merits of the Father's position, two crucial points of dispute regarding the daughter's work attachment needs to be addressed.

Duration of the attachment

7 The first is its duration. The Mother states that the attachment lasted *about three months*.¹ On the other hand, the Father claims the daughter told him that she had worked *eight months* and attended school for only two months. Neither party produced supporting documents nor called the daughter to testify.

8 In the absence of such evidence, I prefer the Mother's account. A three-month attachment is consistent with the typical duration of work attachments, whereas an eight-month attachment appears unusually long.

Payments during the attachment

9 The second point of dispute is how much the daughter had received during her attachment. The Father claims that it was \$2,200 per month, while the Mother contends that it was about \$600 per month. These bare claims

¹ Applicant's Affidavit of Evidence-in-Chief dated 08.11.25 at [8].

surfaced, for the first time, during submissions. Again, I am left with no independent evidence to assess the credibility of the parties' claims.

10 I approach the second issue by assessing whether the Father has discharged his burden of proving that the daughter had earned \$2,200 per month during the attachment. The burden is on him because he would be liable to pay the maintenance arrears if no further evidence at all were given by either side – since it is not disputed that he had defaulted: s 104 of the Evidence Act 1893 (“**Evidence Act**”). Further, it is his case that he has a legal right to withhold maintenance because the daughter was allegedly earning a significant income during the attachment: s 103 of the Evidence Act.

11 I find that the Father has failed to discharge his burden of proof. These are my reasons.

(a) The Father's claim regarding the daughter's income is based on what the child had allegedly told him. In other words, his case is based on hearsay evidence. He ought to have asked her to provide evidence at the hearing. (She is already an adult and the usual concerns about child witness testimonies do not apply in her case.) He did not do so. Neither did he explain why. In the absence of the daughter's evidence, the Father's claim carries very little weight.

(b) Further, I find that \$2,200 per month is a very significant sum of money to pay to a student on work attachment. In my judgement, the Mother's claim that the daughter had received only \$600 per month is more credible.

12 In summary, I find that the payments to the daughter from the work attachment was about \$600 per month.

Three relevant periods

13 Having resolved the factual disputes, I proceed to assess the merits of the Father's case for defaulting on his daughter's maintenance. In this regard, I note that there are three distinct periods where the maintenance was to have been paid. *First*, the period before the daughter turned 21. *Second*, the period after she turned 21 – but outside the work attachment. *Third*, the work attachment period itself.

Period before the daughter turned 21

14 I begin with the first period. The Father stopped paying maintenance from October 2023, approximately 4.75 months *before* the daughter turned 21.² He provided no explanation for defaulting on his maintenance payments during this period.

15 In the circumstances, I find that the Father must pay **\$1,900** for this period of arrears – i.e., \$400 per month x 4.75 months.

Period after the daughter turned 21 but outside the work attachment

16 Next, I consider the period where the daughter continued pursuing her diploma after turning 21. This period ran for 21 months – i.e., from 31 January 2024 to October 2025.³ Excluding the three-month work attachment, this means that she had no income for about *18 months*. Is the Father liable to pay maintenance during this period when the daughter was already an adult?

² The maintenance is payable on the 5th day of each month: see the maintenance order in the MEO report at Annex A.

³ The daughter completed her diploma in October 2025.

Section 69 of the Charter

17 To answer this question, I find s 69 of the Charter to be relevant. Under s 69(1), parents have a duty to maintain their children. Section 69(2) goes on to provide that –

The court *may*, on due proof that a parent has neglected or refused to provide reasonable maintenance for his or her child who is unable to maintain himself or herself, order that parent to pay monthly sums or a lump sum for the maintenance of that child.

[emphasis added]

18 A maintenance order ordinarily ceases to be in force when the child turns 21: s 69(6). However, s 69(5) stipulates the following.

The court shall not make *an order under subsection (2)* for the benefit of a child who has attained 21 years of age or for a period that extends beyond the day on which the child will attain that age *unless a court is satisfied* that the provision of maintenance is *necessary* because –

...

(c) the child is ... receiving instruction at an educational establishment or undergoing training for a trade, profession or vocation, *whether or not while in gainful employment* ...

[emphasis added]

19 Several points regarding s 69(5)(c) bear highlighting.

(a) This provision gives courts a *discretion* in deciding whether to order maintenance where an adult child is receiving education or training. In such cases, a maintenance order may be made if “a court is satisfied” that the provision of maintenance is “necessary”.

(b) According to s 69(5)(c), such an order may be made “whether or not [the adult child is] in gainful employment”. An example of this is where a child needs to work part-time to fund his or her education. In such cases, the phrase “whether or not while in gainful employment” ensures that the child is not automatically disqualified from maintenance merely because he or she studies while working.

(c) That said, the phrase should not be construed to mean that maintenance must be ordered regardless of the adult child’s income. This is because the key issue remains whether the provision of maintenance is “necessary”. If the income substantially meets the child’s reasonable expenses, a court may conclude that maintenance is *unnecessary* – and if the parent is facing financial hardship, *unfair* as well.

20 To sum-up, where an adult child remains in education or training and is unable to support himself or herself financially, s 69(5)(c) gives a court the discretion to order a parent to pay maintenance. Where the child is earning an income, a court will consider whether the child still requires financial support when deciding whether to order maintenance.

Section 69(5)(c) is relevant

21 Section 69(5)(c) deals with the *making* of a fresh maintenance order. It does not deal with the *enforcement* of an existing maintenance order. Is s 69(5)(c) still relevant?

22 In my judgement, the answer ought to be yes. This is because s 69(5)(c) reflects Parliament’s intention to recognise that maintenance is reasonable for an adult child who remains in education or training and is unable to support

himself or herself financially. In my view, there is no principled reason why a court should disregard this intention when determining whether a parent has provided good reasons for not paying maintenance to an adult child who is in a similar situation.

The Father is liable to maintain the daughter

23 In the present case, the daughter was a full-time student with no income for 18 months. I find that the Father is obliged to continue to maintain her during this period. He has not provided a good explanation for failing to do so.

24 In the circumstances, I find that the Father ought to pay the maintenance arrears for this period. This amounts to **\$7,200** – i.e., \$400 per month x 18 months.

Work attachment period

25 Next, I turn to the period when the daughter was on work attachment. As stated earlier, I found that she had received about \$600 per month during this three-month period.

26 I begin by noting that the daughter should not be deemed to be “in gainful employment” merely on the basis that she had received payments during work attachment. *First*, the attachment was undertaken as part of her course of study – and was thus, in substance, an extension of her education. *Second*, no evidence was produced to show that the child was under a contract of employment with the entity that she was attached to during the relevant period.

27 I note that the payment of \$600 per month is more than the \$400 monthly maintenance payable by the Father. In the circumstances, is he still required to maintain his adult daughter?

28 In my judgement, the answer is yes. The payment of \$600 per month should not be viewed in isolation. It ought to be considered together with the fact that the daughter would likely have incurred additional expenses while on work attachment. Such expenses include meals outside the home and at non-school prices, work attire, and other incidental costs. It bears emphasis that the burden is on the Father to prove that the payment of \$600 per month was more than sufficient to cover *both* (a) her additional expenses arising from the attachment and (b) her maintenance. He has failed to do so.

29 Accordingly, I find that the Father ought to pay the maintenance during the attachment period. This comes to **\$1,200** – i.e., \$400 per month x three months.

Payable arrears

30 Adding the sums in [15], [24] and [29], the maintenance arrears come to **\$10,300**.

31 In my view, it would be appropriate for this amount to be set off against the payments that the Father had made to the daughter during the default period.

32 In this regard, his POSB bank statements (account no: XXX 172) between 1 January to 30 June 2025 (“**POSB statements**”) show several transfers to the child.⁴ According to the Mother, eight of these were *not* for the

⁴ These bank statements are contained in the MEO’s report.

daughter's benefit.⁵ She did not dispute the rest. These come to a total of \$320.⁶ Accordingly, the arrears payable for the daughter's maintenance is **\$9,980** – i.e., \$10,300 minus \$320.

The older son's maintenance

The Father's reasons for not paying maintenance

33 Next, I turn to the older son's maintenance. The Father contends that he should not be required to pay the maintenance to the Mother because the son had stayed at his apartment during the default period, and he had been paying the child's expenses directly. Additionally, he could no longer afford to pay maintenance to the Mother given the increased costs in maintaining his two sons, which include renting a bigger apartment to accommodate them.

Which parent had been maintaining the older son?

34 There are two key issues to be determined in this case. *First*, where did the older son stay during the default period? *Second*, which parent bore his expenses during this period?

35 In this regard –

- (a) It is common ground that the Father had travelled overseas frequently between October 2023 and January 2025 and had thereafter resided overseas until this hearing.

⁵ Applicant's Affidavit of Evidence-in-Chief dated 08.11.25 at [10].

⁶ These consist of \$40 (06.03.25), \$100 (07.04.25), \$30 (11.04.25), \$50 (13.04.25), and \$100 (28.04.25).

(b) The Mother claims that the children were staying with her most of the time – although they would occasionally stay at the Father’s apartment overnight. It is also her case that she was the one maintaining them – by giving them money, e.g., for food, school allowances as well as schoolbooks and uniforms.

(c) According to the Father, the Mother did not give the sons allowances regularly, and that she would typically buy only simple items for them, such as biscuits and drinks. He claims that the sons were staying predominantly at his apartment during the default period and that he had covered all their expenses – by (1) ordering food for them (even when he was overseas) and (2) allowing them to use his ATM card. Referring to his POSB statements, he asserts that save for the rental payments of \$3,800 per month, the rest of the transactions were done by his sons.

36 I find that *both* parents had contributed to maintaining the older son during the default period.

(a) The parties live only about 15 minutes apart, making it plausible that the child had resided in their homes at different points in time. I note that neither party has taken a contrary position regarding this.

(b) While the older son was staying at her flat, the Mother would have provided for his daily needs. Her evidence that she had provided funds for his school allowances, books and uniforms is inherently credible.

(c) At the same time, the evidence shows that the Father had also paid for the older son’s expenses. The Mother did not dispute the

Father's evidence that he had given his POSB ATM card to the sons for this purpose. Numerous transactions in the POSB statements involve food, transport and other daily expenses. Since the Father was overseas during the relevant period, it is likely that the sons were responsible for these transactions. The Mother had accepted that some of them were for the older son's benefit.⁷

Must the Father still pay maintenance to the Mother?

37 Given my finding that the Father had contributed to maintaining the older son during the default period, is he still required to pay the child's maintenance to the Mother?

38 To answer this question, I find that the extent and nature of these contributions is relevant.

39 In this regard, the Father claims that he spends \$4,230 per month on the older son.⁸ I reject this claim. It is unsupported by evidence and is implausible. Such an amount for maintaining a teenager is plainly excessive.⁹

40 That said, I note that the monthly payments incurred on the Father's ATM card that may relate to the older son may still be significant. After consideration, I find that the Father must still pay the child's maintenance to the Mother. Let me explain.

⁷ Applicant's Affidavit of Evidence-in-Chief dated 08.11.25 at [10(1)] to [10(4)].

⁸ He also claims that he had spent \$3,150 per month on the younger son: MEO's report at pages 11 to 14.

⁹ The older son was born in February 2009: MEO's report at page 14.

(a) As stated earlier, the Father bears the burden of proving his case that the expenses covered by his ATM card had met *all* the older son's maintenance needs and that the Mother did not need to make any further payments for the child whatsoever. He has failed to discharge this burden. I say this because it is unclear, for instance, *who* the relevant transactions were for – e.g., were they for the younger son (whom the Father was obliged to maintain as the care-parent), the older son, himself, or a third party. Additionally, he did not show *what* the transactions were for. Further, if the transactions were made by the older son, it is not possible to tell from the POSB statements whether they were to meet basic needs or to feed unnecessary extravagances.

(b) Further, the Father failed to disprove the Mother's case that she had been maintaining the older son. This is not surprising since he was overseas during the default period and is thus unable to rebut her evidence. I find it plausible that the child had turned to her occasionally for funds to pay for necessities since she is the only parent in Singapore at the material time.

How much should the Father pay?

41 I come to the issue of how much the Father is liable to pay during the default period. I find that precise accounting of how much each party had spent in maintaining the older child is impossible. In the circumstances, adopting a broadbrush approach, I find that it is appropriate to require the Father to pay 50% of the ordered maintenance. This amounts to \$150 per month. For the 30-month default period,¹⁰ this comes to a total of **\$4,500**.

¹⁰ The period is from October 2023 to March 2026.

Orders made

42 Accordingly, the total maintenance arrears payable is **\$14,480** (i.e., \$9,980 + \$4,500).

Payment of arrears

43 I order the arrears shall be paid (a) in *four monthly instalments*, (b) of *\$3,620 per month*, (c) by the fifth day of each month – commencing *5 April 2026*.

44 In fixing the instalment amount, I have considered the following.

(a) Apart from bare assertions, the Father has failed to produce credible and reliable evidence of his financial means. Indeed, he has failed to make a full and frank disclosure of his assets and income. For instance, he has failed to disclose bank statements from his bank account no. XXX3061.

(b) Further, based on his claim that he spends \$4,230 per month on the older son, the Father should have no difficulty paying the instalment amount.

Current maintenance for the older son

45 For the avoidance of doubt, the current maintenance of \$300 per month for the older son remains payable.

Show-payment orders

46 To ensure that the Father complies with the above orders, I further give the following directions.

- (a) There shall be *four monthly mentions* for the Father to show that he has made the payments.
- (b) The first mention shall be on *9 April 2026*.
- (c) Default in showing payment will result (i) in *six days' imprisonment* for the arrears and (ii) *one day's imprisonment* for the current maintenance.

Final observations

47 The terms of a maintenance order must be obeyed. If the order requires payment to a care-parent, the paying parent is not free to unilaterally devise his or her own method of compliance. Once a party departs from the prescribed mode of payment, the court is forced into precisely the sort of avoidable uncertainty and dispute that the order was meant to prevent – whether payments were made, whether they were intended as maintenance, and whether they truly benefited the child.

48 The rule is simple: court orders may only be varied by the court – they cannot be rewritten by the parties themselves.

49 In the case of the older son, I have credited part of the Father's direct payments as satisfying his maintenance obligation. This is a pragmatic recognition of what was actually paid. It is not an endorsement of his approach. This decision should not be construed as an explicit variation of the 2018 order

or a tacit licence for him to disregard its terms on the mode of payment moving forward. If the Father believes that the 2018 order should no longer apply, then he ought to initiate the relevant application.

Costs

50 The uncertainty created in this case regarding the older son's maintenance was avoidable. By disregarding the terms of the maintenance order and substituting his own arrangement, the Father has created the very dispute the order was meant to prevent. Costs are therefore warranted.

51 I order the Father to pay **\$3,000** in costs. The purpose of this costs order is not punitive. It is to reinforce the simple principle that court orders must be complied with as written unless and until they are varied by the court. The costs are to be paid by 5 August 2026.

Kow Keng Siong
District Judge

Jailani, Hawa Zinat (Assameur LLC) for Mother
Father appeared in person.