

**IN THE GENERAL DIVISION OF  
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2026] SGHC 57**

Divorce (Transferred) No 5225 of 2009  
(Summons No 2878 of 2024)

Between

Leong Yim Ling

*... Plaintiff*

And

Moey Park Moon

*... Defendant*

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**GROUND OF DECISION**

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[Family Law — Maintenance — Wife]

## **TABLE OF CONTENTS**

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<b>FACTS.....</b>	<b>2</b>
<b>THE PARTIES' CASES.....</b>	<b>6</b>
<b>ISSUES TO BE DETERMINED .....</b>	<b>9</b>
<b>WHETHER THE DEFENDANT'S SPOUSAL MAINTENANCE OBLIGATIONS SHOULD BE RESCINDED.....</b>	<b>10</b>
<b>WHETHER THE DEFENDANT'S MAINTENANCE OBLIGATIONS SHOULD BE CONVERTED TO LUMP SUM MAINTENANCE .....</b>	<b>19</b>
<b>THE QUANTUM OF THE LUMP SUM MAINTENANCE.....</b>	<b>20</b>
<b>CONCLUSION.....</b>	<b>29</b>
<b>COSTS.....</b>	<b>30</b>

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**Leong Yim Ling**  
v  
**Moey Park Moon**

**[2026] SGHC 57**

General Division of the High Court — Divorce (Transferred) No 5225 of 2009  
(Summons No 2878 of 2024)

Pang Khang Chau J

7 March, 27 October, 3 November 2025

17 March 2026

**Pang Khang Chau J:**

1 In HC/SUM 2878/2024 (“SUM 2878”), the defendant sought a rescission of his spousal maintenance obligations to the plaintiff. This was the latest episode in an acrimonious relationship that has seen the parties face off in numerous contested proceedings before the courts in the decade or so following the end of their marriage. Indeed, SUM 2878 was the defendant’s third attempt at seeking a variation of his spousal maintenance obligations. He brought SUM 2878 on the ground that his retirement and advanced age constituted a material change in circumstances. I dismissed the defendant’s application but converted his periodic maintenance obligations to an order for lump sum maintenance. The defendant has appealed against my decision.

## **Facts**

2 The plaintiff, Ms Leong Yim Ling, and the defendant, Mr Moey Park Moon, were married on 12 July 1984.<sup>1</sup> They have a son who was born in 1994.

3 The plaintiff filed for divorce in HC/DT 5225/2009 on 27 October 2009,<sup>2</sup> and final judgment was granted on 27 February 2013.<sup>3</sup> The ancillary matters were dealt with in an order of court dated 28 January 2013 (ORC 1313/2023) (the “AM Order”).<sup>4</sup> The AM Order imposed on the defendant the following maintenance obligations towards the plaintiff:<sup>5</sup>

- (a) Pay the plaintiff spousal maintenance of \$4,000 per month with effect from 1 January 2013 (para 15.1);
- (b) Pay 80% of the outpatient medical bills of the plaintiff (which are not post-surgery) provided that certain conditions are met, including that the originals of the bills are made available for the defendant’s inspection and certified true copies are given to him (para 15.3);
- (c) Pay 95% of all of the plaintiff’s hospital and surgical bills including outpatient bills for services incurred within 90 days from and including the date of discharge from hospital, provided

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<sup>1</sup> Mr Moey Park Moon’s supporting affidavit dated 3 October 2024 (“Mr Moey’s supporting affidavit”) at para 5.

<sup>2</sup> Mr Moey’s supporting affidavit at para 6.

<sup>3</sup> Mr Moey’s supporting affidavit at para 7.

<sup>4</sup> Mr Moey’s supporting affidavit at para 6.

<sup>5</sup> *Leong Yim Ling v Moey Park Moon* [2019] SGHC 26 at [19] (Plaintiff’s core bundle dated 28 February 2025 (“PCB”) at pp 20–21); ORC 1313/2013 at paras 15.1, 15.3–15.6 and 19 (PCB at pp 7–8).

that the defendant’s written consent is obtained before the bills are incurred unless in the case of emergency (para 15.4);

- (d) Pay each dental bill of the plaintiff which is \$100 or less and 80% of any dental bill above \$100 (*ie*, 80% of the excess) (para 15.5);
- (e) Pay 80% of the optical bills of the plaintiff subject to a maximum of \$600 for his 80% share in each year (para 15.6);
- (f) Pay an additional \$300 per month to the plaintiff for travel (para 19).

4 After the AM Order was made, a series of applications were taken out by the defendant to, among other things, vary his spousal maintenance obligations contained in the AM Order.

5 On 19 June 2015, the defendant filed HC/SUM 3022/2015 (“SUM 3022”) seeking a variation of various parts of the AM Order including paras 15.1 to 15.6 and para 19.<sup>6</sup> In particular, he sought a reduction of the spousal maintenance amount contained in para 15.1 from \$4,000 to \$2,000 a month.<sup>7</sup> SUM 3022 was heard and dismissed by Woo Bih Li J (as he then was) (“Woo J”) on 2 October 2015.<sup>8</sup>

6 Subsequently, the defendant filed HC/SUM 1041/2018 (“SUM 1041”) on 28 February 2018 to seek the substitution of all of his maintenance obligations to the plaintiff (including those contained in paras 15 and 19 of the

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<sup>6</sup> [2019] SGHC 26 at [6] (PCB at p 6).

<sup>7</sup> Ms Leong Yim Ling’s reply affidavit dated 11 December 2024 (“Ms Leong’s reply affidavit”) at para 11(a).

<sup>8</sup> [2019] SGHC 26 at [8] (PCB at p 18).

AM Order) with an order that he pay a lump sum maintenance to the plaintiff in instalments.<sup>9</sup> SUM 1041 was heard by Woo J in 2018 along with other applications filed by both parties and ultimately dismissed. Woo J’s grounds of decision for SUM 1041, as well as his reasons for previously dismissing SUM 3022, are found in *Leong Yim Ling v Moey Park Moon* [2019] SGHC 26 (“2019 GD”).<sup>10</sup>

7 In SUM 3022, one of the grounds upon which the defendant sought a reduction in his spousal maintenance obligations was his reduction in salary after switching jobs (see 2019 GD at [23]–[24]).<sup>11</sup> He claimed that he had no choice but to resign from his previous job because the plaintiff was harassing him in various ways, including by making allegations about him to his superiors, which resulted in him being given a lesser role and leaving him with no choice but to resign out of shame. Woo J accepted that, if the defendant had left his previous job for genuine reasons, and even if the plaintiff’s harassment was not the main reason, that could constitute a material change in circumstances such as to justify a variation in the spousal maintenance orders (see 2019 GD at [38]).<sup>12</sup> However, the defendant based his argument on the plaintiff’s harassment and Woo J did not accept that as the main reason for the defendant leaving his job. Instead, he found that the defendant likely left his previous job so as to obtain a pretext to pay less maintenance (2019 GD at [39]–[40]).

8 As for SUM 1041, the defendant decided to withdraw his offer to pay the plaintiff a lump sum maintenance in instalments and instead primarily

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<sup>9</sup> Ms Leong’s reply affidavit at para 11(d), p 84; [2019] SGHC 26 at [12] (PCB at p 19).

<sup>10</sup> PCB at pp 14–39.

<sup>11</sup> PCB at p 22.

<sup>12</sup> PCB at p 26.

sought a reduction in maintenance for the plaintiff (2019 GD at [49]).<sup>13</sup> His main reason for doing so was that his income had “fallen substantially”. He also reiterated that the plaintiff’s harassment had contributed significantly to his loss of employment (2019 GD at [59]).<sup>14</sup> Woo J dismissed SUM 1041 as he was of the view that the defendant could not repeat the same allegations that he made in SUM 3022 to justify his application to reduce the quantum of maintenance in SUM 1041 (2019 GD at [50] and [83]).<sup>15</sup> Woo J also suggested that the defendant’s income earning capacity was “not as poor as he wanted the court to believe” (2019 GD at [88]).<sup>16</sup> That being said, Woo J felt that there was some merit in the defendant’s position that the plaintiff was abusing the benefit of the defendant’s obligations to pay her medical, dental and optical bills (as contained in paras 15.3, 15.5 and 15.6 of the AM Order) (2019 GD at [90]).<sup>17</sup> Accordingly, he agreed with the defendant that the plaintiff should be paid a fixed sum regardless of how much she spent on medical, dental and optical expenses and substituted paras 15.3, 15.5 and 15.6 of the AM Order with an order that the defendant was to pay the plaintiff \$850 per month with effect from 1 May 2018 (2019 GD at [91]–[94]) (the “Variation Order”).<sup>18</sup>

9 Finally, the defendant filed the present application, HC/SUM 2878/2024 (“SUM 2878”), on 3 October 2024. This time, he sought a complete rescission

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<sup>13</sup> PCB at p 28.

<sup>14</sup> PCB at p 30.

<sup>15</sup> PCB at pp 28 and 36.

<sup>16</sup> PCB at p 37.

<sup>17</sup> PCB at pp 37–38.

<sup>18</sup> PCB at p 38.

of his spousal maintenance obligations toward the plaintiff as contained in the AM Order and the Variation Order.<sup>19</sup>

### **The parties' cases**

10 The defendant submitted that there had been a material change in circumstances from the time of the AM Order and Variation Order to justify the complete cessation of his spousal maintenance obligations.<sup>20</sup> In this regard, the defendant relied on two “inter-related material changes in circumstances”: (a) his retrenchment that led to the loss of his previous employment income, and (b) his advanced age of 67 years which would affect both his ability and obligation to continue working.

11 In relation to his retrenchment, the defendant highlighted that he was employed as the “Managing Director” of Marsh (Singapore) Pte Ltd and earning a monthly salary of around \$36,958.92 at the time of the AM Order and he was working as a “Senior Risk Engineer” in HDI Global SE with a monthly salary of around \$17,465.75 at the time of the Variation Order.<sup>21</sup> However, he had since lost his employment and relied on his savings and investments for his old age.<sup>22</sup> According to the defendant, after a number of successful attempts at extending his employment, he was not able to do so any further because his employer was unwilling to re-employ him “for his own health and safety (as

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<sup>19</sup> Mr Moey’s supporting affidavit at para 9.

<sup>20</sup> Defendant’s written submissions dated 3 March 2025 (“DWS”) at para 9.

<sup>21</sup> DWS at paras 10(a)–(b).

<sup>22</sup> DWS at para 10(c).

well as the company’s insurance liability exposure)”.<sup>23</sup> His employment therefore came to an end on 31 August 2024.<sup>24</sup>

12 As for his advanced age, the defendant highlighted that he had already worked past the retirement age and that this was not a situation where he voluntarily resigned from his job but was one where he pleaded with his company to re-employ him past the retirement age.<sup>25</sup> The defendant submitted that his advanced age would have a severe impact on whether or not he would be in a position to find re-employment commensurate with his former income.<sup>26</sup> He also said that, while his savings would enable him to continue meeting his maintenance obligations for some time, this would eventually be unsustainable as his known maintenance obligations would amount to at least \$1,236,000 over the next 20 years while his living expenses would amount to \$494,326.15 over the same period.<sup>27</sup> Additionally, the defendant urged the court to consider, among other things, that the plaintiff had not sought any form of employment over the years and that she had sufficient funds for her own retirement.<sup>28</sup> The defendant submitted that the plaintiff had received substantial sums over the years and ought to have made adequate provisions for the day when he is eventually unable to work.<sup>29</sup> In the round, the defendant emphasised that the intention of spousal maintenance was “not to create a lifetime dependency and/or a free meal ticket, but to allow the ex-wife to transition to a post-divorce

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<sup>23</sup> DWS at paras 11(a)–(f).

<sup>24</sup> DWS at para 11(g).

<sup>25</sup> DWS at paras 12(a)–(b).

<sup>26</sup> DWS at para 15(a).

<sup>27</sup> DWS at para 15(b).

<sup>28</sup> DWS at para 12(d).

<sup>29</sup> DWS at para 15(c).

life” and that the plaintiff had 12 years since the AM Order to “make the appropriate arrangements”.<sup>30</sup> He also argued that it would be desirable to allow for a clean break between the parties.<sup>31</sup>

13 Finally, in the alternative, the defendant proposed that it would be just and equitable for the court to grant a final lump sum maintenance so as to allow the parties a clean break.<sup>32</sup>

14 In opposing the defendant’s application, the plaintiff argued that the defendant had not demonstrated a material change in circumstances or any good cause for a variation of his spousal maintenance obligations.<sup>33</sup> She emphasised that a large portion of the defendant’s submissions had already been raised in SUM 3022 and SUM 1041, which were both dismissed by Woo J.<sup>34</sup> The plaintiff also doubted the defendant’s assertion that he was unemployed or that he would have difficulty finding employment and sought to persuade the court that the defendant’s financial situation was much better than he made it out to be.<sup>35</sup> According to the plaintiff, there was no evidence that the defendant’s health had declined and contributed to his unemployment.<sup>36</sup> She submitted that, even if the defendant was unemployed from 31 August 2024 to date, this would be insufficient to constitute a material change in circumstances as “this was only

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<sup>30</sup> DWS at para 15(d).

<sup>31</sup> DWS at para 15(e).

<sup>32</sup> DWS at para 12(e).

<sup>33</sup> Plaintiff’s written submissions dated 28 February 2025 (“PWS”) at paras 25–26.

<sup>34</sup> PWS at para 26.

<sup>35</sup> PWS at paras 27–40.

<sup>36</sup> PWS at paras 41–49.

a short period of unemployment” and the defendant had “intentionally failed to explain why alternative employment is not feasible”.<sup>37</sup>

15 Further, the plaintiff claimed that her medical conditions had deteriorated and that it would be impossible for her to continue treatment or take her medication if the defendant’s spousal maintenance obligations were rescinded.<sup>38</sup> She also asserted that she had no savings for retirement as alleged by the defendant.<sup>39</sup> In particular, she argued that it would be impossible for her to obtain a decent paying job due to her lack of experience and the attention which the parties’ son, who has Asperger’s Syndrome, requires.<sup>40</sup> She was now 65 years of age and had devoted her entire life to taking care of their son and, hence, had no choice but to continue being a homemaker.

16 Finally, the plaintiff also submitted that the defendant’s existing maintenance obligations should be converted to a lump sum maintenance to allow parties a clean break.<sup>41</sup>

### **Issues to be determined**

17 As noted at [13] and [16] above, the parties were in agreement that, if I were to dismiss the defendant’s application for a completion cessation of his spousal maintenance obligations, the existing order for periodic maintenance should be converted to an order for lump sum maintenance. As such, the following issues arose for my determination:

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<sup>37</sup> PWS at para 46.

<sup>38</sup> PWS at paras 50–56.

<sup>39</sup> PWS at paras 57–68.

<sup>40</sup> PWS at para 64.

<sup>41</sup> Plaintiff’s supplemental submissions dated 15 October 2025 (“PSS”) at para 3.

- (a) whether the defendant’s spousal maintenance obligations should be rescinded;
- (b) if the defendant’s spousal maintenance obligations were not rescinded, whether they should be converted to a lump sum maintenance; and
- (c) if so, what the quantum of the lump sum maintenance should be.

**Whether the defendant’s spousal maintenance obligations should be rescinded**

18 The court’s power to rescind or vary a maintenance order is found in ss 72 and 118 of the Women’s Charter 1961 (2020 Rev Ed) (the “Women’s Charter”):

**Rescission and variation of order**

**72.**—(1) On the application of any person receiving or ordered to pay monthly sums under this Part and on proof of a *change in the circumstances* of that person, or that person’s wife, incapacitated husband or child, or for other good cause being shown to the satisfaction of the court, the court by which the order was made may rescind the order or may vary it as it thinks fit.

...

**Power of court to vary orders for maintenance**

**118.** The court may at any time vary or rescind any subsisting order for maintenance, whether secured or unsecured, on the application of the person in whose favour or of the person against whom the order was made, or, in respect of secured maintenance, of the legal personal representatives of the latter, where it is satisfied that the order was based on any misrepresentation or mistake of fact or where there has been any *material change in the circumstances*.

[emphasis added]

As the maintenance order sought to be varied in the present application is an order made pursuant to s 113 of the Women’s Charter, the relevant provision to be applied in the present case is s 118 of the Women’s Charter.

19 It has been observed in *ATS v ATT* [2016] SGHC 196 (“*ATS*”) (at [12]) that a variation application under s 72 and/or s 118 of the Women’s Charter is *not a de novo* application and that it is presumed that the final maintenance order was appropriate at the time it was made. The variation court should therefore not approach the issue as if it were making a final maintenance order. As stated in *ATS* (at [13]) (and affirmed in *BZD v BZE* [2020] SGCA 1 (“*BZD*”) at [10]), when the “change in circumstances” condition is invoked as a ground for varying a maintenance order, the court should examine whether:

- (a) such change being alleged is a change from circumstances prevailing during the ancillary matters hearing;
- (b) such change being alleged arose *after* the ancillary matters hearing; and
- (c) such change being alleged is sufficient to satisfy the court that a variation or rescission of maintenance is *necessitated* (in light of the factors that determined the final maintenance order made at the ancillary hearing) (citing *Tan Sue-Ann Melissa v Lim Siang Bok Dennis* [2004] 3 SLR(R) 376 at [26]).

20 In particular, it was emphasised in *BZD* (at [14]) that the inquiry is not simply whether there has been any material change *per se* since the maintenance order sought to be varied was made but, rather, whether the change is “sufficiently *material* such that it is no longer fair to expect the *status quo* to remain”.

21 It is axiomatic that a husband is *prima facie* obliged to maintain his former wife beyond his retirement and up to the former wife’s remarriage or the death of either party (*Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 (“*Foo Ah Yan*”) at [17], citing *Yow Mee Lan v Chen Kai Buan* [2000] 2 SLR(R) 659 (“*Yow Mee Lan*”) with approval). The following passage from *Yow Mee Lan* (at [95]) is particularly instructive:

... the husband if he were paying monthly maintenance *could not expect to be relieved entirely from this obligation by reason of retirement*. In the normal case of an order for the periodic payment of maintenance, the husband is able to go back to the court and ask for a variation of the order if his financial circumstances change for any reason including retirement. At that stage, the court will *assess the parties’ needs and assets* and adjust the maintenance order so as to be fair to both parties. In some cases, it is possible that the maintenance order will be discharged entirely but this is not the most probable outcome of such a variation application. In any event, *prima facie*, the husband’s obligation to maintain the wife would continue beyond his retirement and up to her remarriage or the death of either party.

[emphasis added]

22 Three propositions may be extracted from the foregoing passage:

- (a) *prima facie*, the husband’s obligation to maintain the wife would continue beyond his retirement and up to her remarriage or the death of either party;
- (b) a husband paying monthly maintenance could not expect to be relieved *entirely* from this obligation by reason of retirement;
- (c) where a husband seeks a variation of the maintenance order because his financial circumstances change for any reason including retirement, *the court will assess the parties’ needs and assets* and adjust the maintenance order so as to be fair to both parties.

23 In the present case, the defendant sought to rely on *VOX v VOY* [2021] SGFC 11 (“*VOX*”) as a case in which the court found that the ex-husband’s retirement and consequential loss in income and income earning capacity amounted to a material change in circumstances which justified the maintenance order being varied to provide for the ex-husband’s maintenance obligations to come to an end after a reasonable duration following the hearing.<sup>42</sup> It is true that, in that case, the learned District Judge (“DJ”) had accepted (at [17]) that the ex-husband’s retirement and consequential loss in income and income earning capacity would amount to a material change in circumstances under s 118 of the Women’s Charter. However, another principle relied on by the DJ in that case (at [18]) was that an ex-husband’s retirement may not always warrant the variation or rescission of the maintenance order. Rather, what matters is whether he continues to have the *financial ability* to meet the maintenance order (citing *Foo Ah Yan* at [17]). In that regard, the DJ ultimately found (at [19]–[23]) that, while the ex-husband would have been fully conscious of the extent of his financial situation when he went into retirement, his financial ability to continue to meet his maintenance obligations would not be sustainable beyond a certain point. In so finding, the DJ considered that there was *no evidence of other continuing sources of income*.

24 Another case which the defendant sought to rely on was *VJD v VJE* [2020] SGFC 88 (“*VJD*”), where the DJ ordered a rescission of the husband’s spousal maintenance obligations in a consent order on the basis that his depleting financial assets, lack of income and other income streams, advanced years and ill-health which preclude employment, and obligation to maintain his present wife, when *taken together*, presented a material change in circumstances. In that case, the consent order was entered into in 2001 and the

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<sup>42</sup> DWS at para 13.

husband had to resign from his employment just five years later at the age of 56 due to his ill health (see [23]). He continued to maintain the ex-wife for more than 13 years thereafter until he became concerned that he would not have any funds left to provide for his present wife if he continued to maintain the ex-wife in accordance with the consent order (see [26] and [28]). It is apposite to note that the DJ had accepted the husband’s evidence of the total value of his assets over that of the wife, who sought to persuade the court that the husband had hidden away an immense wealth (see [30]–[31]), and was ultimately persuaded that the husband’s circumstances at the time of entering into the consent order had materially changed “when compared to his present *financial and personal situation*” [emphasis added] (see [45]).

25 The approaches taken in *VOX* and *VJD* were also consistent with the approach taken in *Wong Lai Kum v Lim Khee Tee* [2012] SGHC 151 (“*Wong Lai Kum*”). In *Wong Lai Kum*, Tay Yong Kwang J (as he then was) found that the husband had shown sufficient evidence to demonstrate a material adverse change in his financial circumstances due to his loss of employment (although he ultimately declined to vary or rescind the husband’s maintenance obligations as the source of those obligations was a consent order and an application to set aside the consent order should have been brought before the Family Court). However, it was clear that Tay J did not rest his finding on the fact of retirement alone as he reasoned (at [25]) that “[i]n showing that he did not have savings, assets or income since the end of 2005 [ie, the year in which the husband’s employment ended], the husband has demonstrated ... that he has not been able to pay maintenance since that time” [emphasis added], after citing with approval the following proposition from *Halsbury’s Laws of Singapore* Volume 11 (LexisNexis, 2006 Reissue, 2006) at [para 130.700]:

A maintenance order may also be rescinded where either the payor proves that he is *no longer able to pay any sum(s) of*

*money* or that the beneficiary is no longer in any financial need.  
[emphasis added]

26 The same approach was also adopted in the more recent case of *DIL v DIM* [2024] SGHC 139 (“*DIL v DIM*”). In acceding to the husband’s application to vary the maintenance order, Choo Han Teck J did not treat the mere fact of the husband’s retirement as sufficient to justify a variation but undertook a detailed analysis of the husband’s ability to pay having regard to his assets and his obligations to his new family (*DIL v DIM* at [5], [7] and [9]).

27 Thus, the authorities do not support the defendant’s position that his cessation of employment and his alleged inability to continue working are sufficient to justify rescinding the maintenance order. On the contrary, the cases considered above bear out the propositions from *Yow Mee Lan* which I have summarised at [22] above and, in particular, the proposition that a husband paying monthly maintenance could not expect to be relieved entirely from his maintenance obligation by reason of retirement. This is because the prospect of a spouse’s retirement would have already been borne in mind by any court making a maintenance order as it is a certainty that no one would be employed for the whole of his life. In other words, it would have been completely foreseeable at the time a court makes a maintenance order that the spouse who is subject to maintenance obligations would experience a complete cessation of employment income one day. Therefore, except in cases like *VJD* where the husband had to retire at an unexpectedly young age due to his ill-health (see [24] above), the *event* of retirement cannot be properly characterised as a material change in circumstances arising after the ancillary matters hearing since the *prospect* of retirement would have already been present at the time the of the ancillary matters hearing. For this reason, the authorities considered above consistently adopt the position that, *prima facie*, the husband’s obligation to maintain the wife would continue beyond his retirement.

28 Instead, the court’s inquiry should focus on whether the husband’s retirement *when considered together with the husband’s overall financial circumstances* constitute a material change in circumstances which renders the husband no longer capable of fulfilling his maintenance obligations. The evidence before the court regarding the defendant’s financial circumstances showed that he owned five immovable properties in Malaysia (two in Johor Bahru, one in Kuala Lumpur, one in Shah Alam and one in Ipoh),<sup>43</sup> four insurance policies (with a total value of \$121,491.05) and two investment accounts (with a combined balance of at least \$92,310.77 based on the parties’ agreed-upon exchange rate of \$1 to MYR 3.25).<sup>44</sup> Moreover, he had received a substantial sum of \$327,381.10 in withdrawn funds from his CPF accounts in October 2024 when he renounced his Singapore permanent residency in order to return to Malaysia after his retirement.<sup>45</sup> Further, based on the most recent balances in the bank account statements disclosed by the defendant, he would have had at least \$378,749.68 in savings as at late 2024/early 2025.<sup>46</sup> In the four years prior to his retirement, the defendant was earning an average of \$246,000 per year.<sup>47</sup> As for expenses, the defendant stated that his monthly living expenses was about MYR 6,694 and he also had to service the outstanding mortgages on his immovable properties to the tune of MYR 9,200 to MYR 9,400 per month.<sup>48</sup>

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<sup>43</sup> Mr Moey’s reply affidavit at para 12(p).

<sup>44</sup> Mr Moey’s reply affidavit at paras 5, 12(q), (r), pp 146–151; PSS at para 36.

<sup>45</sup> Mr Moey’s reply affidavit at para 14(b).

<sup>46</sup> Mr Moey’s reply affidavit at para 12(e), pp 81, 84, 87, 89, 100, 107 and 120.

<sup>47</sup> PSS at para 34.

<sup>48</sup> Mr Moey’s reply affidavit at para 12(n) and (o).

29 In my view, the foregoing financial information demonstrates that, despite the cessation of his employment income, the defendant had sufficient alternative financial resources to continue paying maintenance of \$5,150 per month to the plaintiff (comprising the following sums provided for in the AM Order and the Variation Order: (a) the base sum of \$4,000 per month pursuant to para 15.1 of the AM Order, (b) the sum of \$300 a month for travel expenses pursuant to para 19 of the AM Order, and (c) the sum of \$850 a month for medical, dental and optical expenses pursuant to the Variation Order (see paras [3] and [8] above)).

30 The defendant submitted that “it would be unreasonable for the Honourable Court to punish the Defendant for leading a frugal lifestyle since the Divorce and working past the Retirement Age to save as much money as possible”.<sup>49</sup> In my view, since it is axiomatic that a husband is *prima facie* obliged to maintain his former wife beyond his retirement and up to the former wife’s remarriage or the death of either party (see [21]–[22] above), it would be neither “punitive” nor unreasonable to expect a husband to fund his maintenance obligations from his retirement savings (provided that his financial circumstances allowed him to do so).

31 Finally, I did not place much weight on the defendant’s argument that spousal maintenance was not intended to create a lifetime dependency and/or free meal ticket for the plaintiff but to allow her to transition to a post-divorce life and that the plaintiff had 12 years since the AM Order to “make the appropriate arrangements”.<sup>50</sup> First, while it is correct as a matter of law that spousal maintenance was not intended to create a lifetime dependency, this

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<sup>49</sup> DWS at para 15.c.iii.

<sup>50</sup> DWS at para 15(d).

would have been an argument more properly made in 2013 when the AM Order was made. As noted at [19] above, in an application for variation, it is presumed that the final maintenance order was appropriate at the time it was made and the variation court should not approach the issue as if it were making a final maintenance order. Therefore, the fact that no long stop date was included in the AM Order meant that there was very little justification for me to take this argument into account in the present application to rescind the defendant’s maintenance obligations.

32 This was especially so when there was no real change in the plaintiff’s ability to find employment between the date of the AM Order and the time of this application. Unlike the case of *VOX*, where the DJ found (at [29]) that the ex-wife’s incoming earning capacity had improved significantly, the plaintiff’s ability to find employment had in fact changed for the worse in the intervening years. I was persuaded by the plaintiff’s submission that, given the disabilities suffered by the parties’ son, she had to give up her job in the early years of the marriage in order to become a “full-time stay-home mother” to take care of him and, having missed the opportunity to re-enter the workforce earlier, would find it impossible to secure meaningful employment now at the age of 65.<sup>51</sup>

33 I was therefore not persuaded, in the light of the defendant’s present financial circumstances, that his retirement had materially affected his ability to continue fulfilling his maintenance obligations. As such, there was no material change in circumstances which necessitated the rescission of those obligations.

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<sup>51</sup> PWS at para 64; Ms Leong’s reply affidavit at paras 58–61.

**Whether the defendant’s maintenance obligations should be converted to lump sum maintenance**

34 Given my decision not to rescind the defendant’s spousal maintenance obligations, I proceeded to consider if the defendant’s maintenance obligations should be replaced with an order for lump sum maintenance. As noted above, the parties were *ad idem* that I should order a lump sum payment in lieu of the defendant’s existing maintenance obligations if I were to decline a rescission of those obligations. For the reasons given below, I accepted that this was an appropriate case for me to accede to the parties’ joint request to convert the defendant’s periodic maintenance obligations to a lump sum maintenance.

35 First, a clean break was obviously desirable in the present case given the history of acrimony between the parties and the protracted litigation which such acrimony had engendered. Apart from the two variation applications that were previously taken out by the defendant (*ie*, SUM 3022 and SUM 1041) and the application before me, there had been no fewer than five other summonses that were commenced by both parties since the time of the AM Order including a summons for discovery in the course of the hearing of this application.<sup>52</sup>

36 Second, the record shows that the defendant has repeatedly defaulted on his maintenance obligations. The plaintiff had to commence four separate applications to enforce the defendant’s maintenance obligations over the years.<sup>53</sup> There is therefore reason to believe that the defendant may likely default again in future.

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<sup>52</sup> Ms Leong’s reply affidavit at para 11.

<sup>53</sup> Ms Leong’s reply affidavit at paras 7 and 15.

### **The quantum of the lump sum maintenance**

37 The defendant's position was that the quantum of the lump sum maintenance should be \$30,000.<sup>54</sup> The plaintiff submitted that the defendant's proposal of \$30,000 was unreasonable as it would only cover her and their son's living expenses for approximately five-and-a-half months.<sup>55</sup> She required a bigger sum because she was unable to re-enter the workforce, their son was solely reliant on her to provide for him financially, her medical conditions had deteriorated significantly, and most of her savings had been depleted to meet her monthly expenses.<sup>56</sup> Instead, the plaintiff proposed a lump sum maintenance of \$494,000, which is derived from a multiplier of eight years and a multiplicand of \$5,150 per month.<sup>57</sup>

38 A lump sum maintenance of \$30,000 in the context of the facts and circumstances of the present case is, for all intents and purposes, akin to an order for nominal maintenance. Such an order would only be justified if I had accepted the defendant's case that there had been a material change in circumstances. Since I had found that there was no material change in circumstances, it follows that I could not accept the defendant's proposed quantum of \$30,000 for lump sum maintenance. Instead, the appropriate approach for determining the lump sum maintenance is the multiplier/multiplicand approach proposed by the plaintiff.

39 The appropriate multiplier for a lump sum maintenance award is typically calculated by taking the average of the average life expectancy of a

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<sup>54</sup> Mr Moey's reply affidavit at para 23.

<sup>55</sup> PSS at para 29.

<sup>56</sup> PSS at para 29.

<sup>57</sup> PSS at para 30.

woman (*ie*, 85 years) and the usual retirement age of a Singapore male worker (*ie*, 65 years) less the wife's present age (*Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 ("*Wan Lai Cheng*") at [89], citing *Ong Chen Leng v Tan Sau Poo* [1993] 2 SLR(R) 545 at [89]). This is then multiplied by the amount representing the periodic maintenance award to derive the lump sum award (*Wan Lai Cheng* at [90]–[91]). The *Wan Lai Cheng* formula would yield a multiplier of ten years in the present case given that the plaintiff was 65 years of age at the time of the hearing of this application. The plaintiff therefore submitted that her proposed multiplier of eight years represented a discount from the multiplier of ten years which would be derived from an application of the *Wan Lai Cheng* formula.<sup>58</sup> I agreed with this submission and therefore accepted that a multiplier of eight years is reasonable in this present case.

40 As for the multiplicand, the plaintiff submitted that this should be the sum of \$5,150 per month payable currently under the AM Order and the Variation Order (see [29] above). In my view, once I have decided to replace the existing maintenance obligations with an order for lump sum maintenance, I am not bound to adopt the monthly figures provided for in the existing maintenance order as the multiplier. Instead, I am entitled to undertake an updated evaluation of the plaintiff's needs and assets in order to arrive at the appropriate multiplier.

41 The plaintiff provided the court with a breakdown of her monthly expenses, comprising \$1,488.10 for household expenses (the plaintiff is living with the parties' 31-year old son) and \$3,470.64 for personal expenses (*ie*, total

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<sup>58</sup> PSS at para 32.

monthly expenses of \$4,959.74).<sup>59</sup> The defendant submitted that the amount which the plaintiff spends on her own expenses each month is closer to \$1,500 only.<sup>60</sup> The defendant arrived at this estimate by going through the credit card statements for the plaintiff's VISA credit card ending with "6730" ("the "6730 Credit Card") to exclude expenses incurred on account of the parties' son and also by going through the plaintiff's POSB bank statement and adopting a broad brush approach of attributing half the amount spent from the POSB bank account to the parties' son and half to the plaintiff.<sup>61</sup>

42 While I agreed with the defendant that his spousal maintenance obligations should not extend to the expenses of the parties' adult son, I disagreed with the estimate of \$1,500 per month suggested by the defendant. First, given the defendant's position that the plaintiff has an undisclosed credit card ending with "0046" (the "0046 Credit Card") and that she also has at least one other undisclosed bank account,<sup>62</sup> it is not open to the defendant to argue that the figure of \$1,500 derived only from the 6730 Credit Card and the POSB bank account represents the totality of the plaintiff's spending. The defendant cannot have his cake and eat it too. Second, the figure of \$4,958.74 provided by the plaintiff is well-substantiated by receipts and other supporting documents.<sup>63</sup> I therefore have little reason to doubt the veracity of this figure. However, I note from the description given by the plaintiff in the breakdown of expenses that some of the items included in this figure were expenses incurred solely for the

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<sup>59</sup> Ms Leong's supplemental affidavit at para 8.

<sup>60</sup> Defendant's supplementary written submissions dated 20 October 2025 ("DSS") at para 8.d.

<sup>61</sup> DSS at para 8a. to c.

<sup>62</sup> DSS at para 24.d. and e.

<sup>63</sup> Ms Leong's supplemental affidavit at pages 13 to 208.

parties' son.<sup>64</sup> These items amounted to about \$480 per month. I would therefore deduct \$480 from \$4,958.74 to arrive at an estimated figure of \$4,500 for the plaintiff's monthly expenses.

43 I turned next to consider whether the plaintiff had assets or other independent means of support to help defray part of her monthly expenses of \$4,500. The plaintiff submitted that she was solely reliant on the defendant to provide financially for her.<sup>65</sup> On this issue, I did not think that the plaintiff had been completely candid with the court.

44 During the course of these proceedings, the defendant commenced HC/SUM 1972/2025 ("SUM 1972") to seek disclosure of various documents and/or information pertaining to the plaintiff's financial circumstances.<sup>66</sup> These included documents and information relating to the plaintiff's bank accounts, credit card transactions and moneys she received. I heard SUM 1972 on 8 September 2025 and granted most of the defendant's requests in order to assist me with assessing what the plaintiff's needs and assets were for my determination of SUM 2878. Unfortunately, however, the plaintiff had failed to disclose the requisite documents and/or information in three main respects.

45 First, I had ordered the plaintiff to produce the details of the bank account which she utilised to pay for the premiums of an insurance policy which she owned, namely NTUC Income Enhanced IncomeShield Preferred (the

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<sup>64</sup> Ms Leong's supplemental affidavit at para 8.

<sup>65</sup> DSS at para 14.

<sup>66</sup> HC/SUM 1972/2025 ("SUM 1972") dated 11 July 2025 at para 1; Mr Moey Park Moon's supporting affidavit for SUM 1972 dated 10 July 2025 ("Mr Moey's supporting affidavit for SUM 1972") at paras 13–19.

“Health Insurance Policy”), and its accompanying rider.<sup>67</sup> The defendant sought disclosure of this because the bank account passbook that had already been disclosed by the plaintiff did not appear to show any records of the insurance premiums paid to NTUC Income and hence he suspected that there was some other bank account that the plaintiff had not disclosed.<sup>68</sup> The plaintiff, however, claimed that she used “cash” to pay for the insurance policies and referred to a notice of payment for the Health Insurance Policy which purported to show that she did so.<sup>69</sup> She appeared to be suggesting that she paid for the insurance premiums using *physical* cash and was using the notice of payment to back up that assertion.<sup>70</sup>

46 I do not agree with the plaintiff that the reference to “cash” in the notice of payment from NTUC Income should be construed as a reference to physical cash. In the middle of the payment notice is a table showing the amount of premium covered by “Government subsidies and support”, the amount of premium “Payable by MediSave” and the amount of premium “Payable by Cash”. Read in context, it is clear that the word “cash” in the payment notice is not a reference to physical cash but a reference to any form of payment coming directly from the policyholder as opposed to payment by MediSave or by government subsidies. This is made even clearer by the sentence under the table which reads: “For Cash payment, please make payment via *ePayment* services”

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<sup>67</sup> Minute sheet for hearing of HC/SUM 1972/2025 dated 8 September 2025 (“SUM 1972 minute sheet”) at p 1; Disclosure Table annexed to SUM 1972 dated 10 July 2025 (“Disclosure Table”) at pp 1–2 s/n 1(c).

<sup>68</sup> Defendant’s written submissions for SUM 1972 dated 26 August 2025 (“SUM 1972 DWS”) at para 7(f).

<sup>69</sup> Plaintiff’s written submissions for SUM 1972 dated 25 August 2025 (“SUM 1972 PWS”) at para 18; Ms Leong Yim Ling’s supplemental affidavit dated 26 March 2025 (“Ms Leong’s supplemental affidavit”) at p 110.

<sup>70</sup> Ms Leong Yim Ling’s reply affidavit for SUM 1972 dated 30 July 2025 (“Ms Leong’s reply affidavit for SUM 1972”) at paras 16 and 18.

[emphasis added]. Finally, below that sentence is a line which read “Other cash payment options”, under which options such as internet banking, AXS station and ATMs are listed. I was therefore sceptical that the plaintiff actually handed over physical bank notes to NTUC Income at a physical counter. To my mind, this assertion appeared to be inherently incredible considering that the payments ranged in the thousands (with one such payment being \$5,736).<sup>71</sup> Nonetheless, I decided to give the plaintiff the benefit of the doubt and a chance to explain how she paid the insurance premiums. I made it clear to the parties that, in order for the plaintiff to comply with her disclosure obligations, she would need to match the premium payments to her bank account statements.<sup>72</sup> If the plaintiff insisted on her narrative that she paid the premiums using physical bank notes, she would need to expressly state so in an affidavit and provide the details surrounding those physical payments (such as which office she made the payments at and receipts showing that the payment was by physical bank notes).

47 In the affidavit which she filed to comply with my orders in SUM 1972 (the “Compliance Affidavit”), the plaintiff’s response was that she “used to bring huge stacks of cash notes to NTUC Income to pay for [the Health Insurance Policy]” but “recently stopped doing so since 2024”.<sup>73</sup> She then disclosed that she had been using a POSB joint account which belonged to her and the parties’ son to pay for the premiums for the Health Insurance Policy and exhibited bank statements to show the same. This was a complete volte-face from the plaintiff’s earlier responses in her reply affidavit for SUM 1972 which was filed just two months earlier, where she only asserted that she had paid the

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<sup>71</sup> Ms Leong’s supplemental affidavit at pp 110–117.

<sup>72</sup> SUM 1972 minute sheet at p 1.

<sup>73</sup> Ms Leong Yim Ling’s supplemental affidavit for SUM 1972 dated 30 September 2025 (“Ms Leong’s compliance affidavit”) at para 5 s/n 1.

premiums in cash and no mention was made of such a change in her practice of doing so.<sup>74</sup> Moreover, her response in the Compliance Affidavit was woefully inadequate. It was completely bereft of the sort of details on the purported physical cash payments which I had directed her to include and no explanation was provided for why she suddenly stopped her practice of “bring[ing] huge stacks of cash notes to NTUC Income” in 2024. The court was therefore left none the wiser on how she had effected the premium payments before 2024 and where the money for the premium payments came from.

48 Secondly, I ordered the plaintiff to disclose the credit card statements from January 2024 to January 2025 for two VISA Credit Cards (the “6730 Credit Card” and the “0046 Credit Card”).<sup>75</sup> The defendant had sought this disclosure because there were receipts exhibited by the plaintiff in an earlier affidavit showing that some payments were made using these two credit cards and hence the statements were needed to ascertain the source of funds for the cards.<sup>76</sup> In her written submissions for SUM 1972, the plaintiff simply asserted that she did not have any undisclosed bank accounts and that it was “evident from her withdrawals that her living expenses [were] paid for in cash”.<sup>77</sup> The latter, of course, was patently untrue because the earlier receipts exhibited by the plaintiff as evidence of her expenses did show that some payments for *her own* expenses (such as medical and dental expenses) were made through VISA.<sup>78</sup> In any case, in the Compliance Affidavit, the plaintiff’s response to the disclosure order was that the credit cards belonged to the parties’ son and that

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<sup>74</sup> Ms Leong’s reply affidavit for SUM 1972 at paras 15, 16 and 18.

<sup>75</sup> SUM 1972 minute sheet at p 3; Disclosure Table at pp 10–11 s/n 7.

<sup>76</sup> SUM 1972 DWS at paras 15–16; DSS at para 16.

<sup>77</sup> SUM 1972 PWS at para 31.

<sup>78</sup> See, *eg*, Ms Leong’s supplemental affidavit at pp 124–126, 134–140 and 142–146.

he had exhibited the requisite credit card statements in his affidavit.<sup>79</sup> However, while the son did exhibit the credit card statements for the 6730 Credit Card in his affidavit, not a single statement for the 0046 Credit Card was produced.<sup>80</sup> The plaintiff had therefore fallen short of her disclosure obligations in respect of the statements for the 0046 Credit Card. This raised the very real prospect that there was an undisclosed bank account out of which payments for the 0046 Credit Card were made.

49 Lastly, I had also ordered the plaintiff to disclose the details on a loan which she purportedly received.<sup>81</sup> Essentially, the defendant sought disclosure of these details because there was a cheque of \$30,520, purportedly for the payment of legal fees, which was first disclosed by the plaintiff.<sup>82</sup> This likewise raised the question of whether the plaintiff had an undisclosed bank account out of which this payment was made.<sup>83</sup> The plaintiff's case was that the funds were borrowed.<sup>84</sup> However, she was not willing to divulge the identity of the lender as the loan was allegedly extended on the basis that the lender's identity would not be revealed to the defendant.<sup>85</sup> According to her, the lender was "not willing to get involved in this lawsuit as she does not want to get involved with someone who cheated on the entire family and refuses to provide for his own son (i.e.,

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<sup>79</sup> Ms Leong's compliance affidavit at pp 5–6 s/n 6–7.

<sup>80</sup> Mr Timothy Moey Weng Kit's affidavit dated 30 September 2025 at para 12, pp 17–76.

<sup>81</sup> SUM 1972 minute sheet at p 3; Disclosure Table at p 11 s/n 8.

<sup>82</sup> Mr Moey's supporting affidavit for SUM 1972 at para 19(a)(i); Ms Leong's reply affidavit for SUM 1972 at para 36.

<sup>83</sup> Mr Moey's supporting affidavit for SUM 1972 at para 19(b)(i).

<sup>84</sup> Mr Moey's supporting affidavit for SUM 1972 at p 29.

<sup>85</sup> PWS at para 35.

the Defendant)".<sup>86</sup> In the Compliance Affidavit, the plaintiff disclosed a bank account statement which showed the cheque payment which she claimed she "managed to persuade [the lender] to provide".<sup>87</sup> However, she was still "regrettably unable to answer [the request for the name of the lender to be disclosed] due to the agreement reached between the Lender and [herself]". She also expressed her hope that the court would not fault or penalise her.

50 At the hearing of SUM 1972, I had already indicated that I could not understand the plaintiff's explanation as to why the lender would wish to remain anonymous as the disclosure of the lender's identity was not to assist the defendant with his variation application but rather to assist the plaintiff with resisting that application (to the extent that it would put paid to the defendant's assertions that the plaintiff had some undisclosed bank account and was in a better financial position than she made herself out to be).<sup>88</sup> Having chosen to continue resisting the disclosure of the lender's identity in blatant violation of the court's order, the plaintiff must bear the consequences of her choice. This was especially so when the information that was disclosed, *viz*, the bank account statement, did not have any value in so far as dispelling the defendant's assertion that there was an undisclosed bank account was concerned. The statement did not show who the bank account belonged to and, if anything, would have only added fuel to the defendant's case that there was a hitherto undisclosed bank account belonging to the plaintiff.

51 An adverse inference may be drawn against a person when there is a substratum of evidence that establishes a *prima facie* case of concealment and

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<sup>86</sup> Ms Leong's reply affidavit for SUM 1972 at para 37.

<sup>87</sup> Ms Leong's compliance affidavit at pp 6–7 s/n 8 and p 48.

<sup>88</sup> SUM 1972 minute sheet at p 3.

that person has some particular access to the information that he is said to be hiding (*WZF v WZG* [2025] SGHCF 1 at [58], citing *BPC v BPB and another appeal* [2019] 1 SLR 608 at [60]). In particular, the person must have withheld production of evidence *without good reasons* for doing so (*Tan Teck Koon v Tong Guat Hwa* [2016] SGHCF 2 at [10]). Given the plaintiff's prevarication and her obvious failure to abide by three of the court's disclosure orders as detailed above, I determined that an adverse inference ought to be drawn against the plaintiff that she had undisclosed assets and was in a better financial position than she made herself out to be.

52 I decided to give effect to this adverse inference in two ways: (a) by reducing the multiplicand from \$4,500 to \$3,800 per month, and (b) by rescinding the defendant's obligation under para 15.4 of the AM Order (as amended by para 5 of the Variation Order) to pay for 95% of the plaintiff's hospital and surgical bills. Consequently, the entirety of the defendant's maintenance obligation would be replaced by a lump sum maintenance order for \$364,800. In the light of the defendant's financial circumstances as outlined at [28] above, I considered that a lump sum maintenance of \$346,800 would not cripple the defendant financially.

### **Conclusion**

53 In conclusion, I dismissed the defendant's application for a rescission of his spousal maintenance obligations. However, in lieu of the entirety of defendant's maintenance obligations as contained in the paras 15 and 19 of the AM Order as amended by the Variation Order, I ordered the defendant to pay a lump sum maintenance of \$364,800 to the plaintiff.

