

Khoo Beng Kee Andrew v Willie Annie Prisila
[2010] SGHC 27

Case Number : Divorce Petition No 3081 of 1991 (Summons No 600149 of 2009)
Decision Date : 20 January 2010
Tribunal/Court : High Court
Coram : Choo Han Teck J
Counsel Name(s) : Leong Chooi Peng (R Ramason & Almenoar) for the petitioner; Lauren Ong Ting Lan (Seah Ong & Partners) for the respondent.
Parties : Khoo Beng Kee Andrew — Willie Annie Prisila

Family Law

20 January 2010

Choo Han Teck J:

1 This began as an application by the petitioner who was the present applicant (husband) to vary the consent order dated 26 January 1994 in which he was ordered to pay the respondent (wife) and the three children of the marriage a total of \$1,800 a month in maintenance. The children were born on 24 December 1983, 15 September 1987, and 26 October 1988 respectively. They were thus 20, 21, and 25 years old respectively by 15 July 2009 when I varied the 1994 orders. The respondent remarried in 2000. The respondent cross-applied to reinstate the insurance policies that the applicant had agreed to maintain for the benefit of the children, but had since being terminated by him. The insurance policies were dealt with initially in the 1994 consent order. Nothing arose from the rescission of the maintenance orders I made on 15 July 2009, but the applicant now appeals against my orders made on 20 November 2009 concerning the insurance policies. On 15 July 2009, I ordered that there be no order on the respondent's application to reinstate the insurance policies but with liberty to either party to apply. The reason was that counsel were unable to tell me whether the insurance companies were willing to reinstate the policies.

2 The relevant portion of the 1994 orders made by Judicial Commissioner K S Rajah is as follows: "The [applicant] shall not discontinue the insurance policies for the issues of the marriage without an Order of Court." Miss Ong, counsel for the respondent at first submitted that the insurance company was prepared to reinstate the policies but at a higher premium. However, the applicant had not responded to say if he agreed to pay the higher premium. By the time the hearing resumed, it was not clear whether the insurance company's offer had lapsed. Miss Leong, counsel for the applicant, and Miss Ong then exchanged submissions on the question of the reinstatement of the insurance policies. On 20 November 2009 I granted an order in terms of prayers 1 (b) and (c), and 2 (a) and (b) of the respondent's application to reinstate the policies, or, in the event that the insurers no longer maintain such policies, for equivalent policies.

3 Miss Leong submitted that the respondent was not entitled to any such orders for two reasons. First, she submitted that the applicant had already offered to reinstate and the offer was rejected. The applicant had indeed written by letter of 17 June 2009 to offer to reinstate. The offer was not accepted by the respondent because she prudently wanted to be protected in case the insurers impose terms for reinstatement which terms might be onerous to the beneficiaries. Secondly, counsel argued that I was *functus officio* having made my orders on 15 July 2009. There were no orders on

the respondent's application as I stated above that counsel were unable to assist me with details. By 20 November 2009, after further submissions, it became evident to me that the applicant would not reinstate the policies unless ordered to do so.

4 For the reasons above, I granted orders in relation to the reinstatement of the insurance policies.

Copyright © Government of Singapore.