

Singapore Family Law

Cross-Border Financial Relief, Forum &
Child Support

IAFL Manila Conference

Financial and Support Panel



The usual Singapore framework

Financial relief is ordinarily ancillary to the divorce proceedings.



STAGE 1

Interim Judgment

Grants the divorce. Does not itself determine the financial consequences of the marriage.



STAGE 2

Ancillary matters

- Division of matrimonial assets
- Spousal maintenance
- Child maintenance
- Custody / care and control / access



THEN

Final Judgment

Generally extracted after the ancillary matters have been dealt with.

Starting point: Singapore financial relief is ordinarily part of the divorce process — it is not a free-standing claim.

Chapter 4A: what if the divorce happened overseas?

Singapore has a limited statutory route to financial relief following foreign matrimonial proceedings.



1. Qualifying foreign proceedings

Divorce, annulment or legal separation obtained by judicial or other proceedings abroad.



2. Recognition

The foreign divorce / annulment / separation must be recognised as valid in Singapore.



3. Singapore connection

Either party domiciled in Singapore, or habitually resident in Singapore for at least one year.



4. Permission

The Singapore Court's permission is required before the financial-relief application.

Chapter 4A is a statutory gateway to financial relief after foreign matrimonial proceedings.

Chapter 4A: jurisdiction & permission

There are threshold requirements before the Court considers the merits.

Women's Charter ss 121C–121D



Jurisdiction

At the relevant statutory time, at least one party must be:

- domiciled in Singapore; OR
- habitually resident in Singapore for a continuous period of one year.



Permission

The applicant must obtain the Court's permission to make the financial-relief application.

The Court must be satisfied that there are substantial grounds for making the application.

Chapter 4A: the s 121F appropriateness factors

Even with jurisdiction and permission, the Court asks whether Singapore should grant the financial relief.

s 121F(1): Before making an order, the court considers whether in all the circumstances it would be appropriate for a Singapore court to make it — if not satisfied, the court must dismiss the application.

(a) Parties' connection with Singapore

(b) Connection with the country of the divorce / annulment / separation

(c) Connection with any other foreign country

(d) Financial benefit received or likely under a foreign agreement or law

(e) Relief under any foreign order, and compliance with it

(f) Any foreign right to apply for relief — and reasons if not exercised

(g) Availability in Singapore of matrimonial assets for a s 121G order

(h) Likely enforceability of any s 121G order

(i) Time elapsed since the divorce / annulment / separation

What can Singapore order under Chapter 4A?

Section 121G connects the Chapter 4A gateway to Singapore's ordinary financial powers.



Chapter 4A requirements satisfied

The Court may make orders of the type it could have made under the relevant Singapore provisions.



Division / transfer of matrimonial
assets

s 112



Spousal maintenance

s 113



Child maintenance

s 127(1)

Before the percentage: define the matrimonial pool



Assets acquired during the marriage

Generally central to the matrimonial pool.



Pre-marital assets, gifts & inheritances

Require separate analysis under the statutory definition and case law.



Foreign-situs assets

Not necessarily outside the Singapore Court's consideration in the division exercise.



Disclosure, tracing & enforcement

Can become decisive where assets are held through companies, trusts or multiple jurisdictions.

Section 112: what does “just and equitable” require?

The Court must consider all the circumstances, including the statutory factors below.

(a) Each party’s financial contributions to acquiring, improving or maintaining matrimonial assets

(b) Debts / obligations incurred for the joint benefit or benefit of a child

(c) The needs of the children

(d) Contributions to family welfare — including home-making and caring for family / dependants

(e) Any agreement concerning ownership / division of matrimonial assets

(f) Any period of rent-free occupation or other benefit from the matrimonial home to the exclusion of the other

(g) Assistance / support given by one party to the other, including support facilitating occupation or business

(h) Matters referred to in s 114(1)

ANJ v ANK [2015] 1 SLR 1043: the structured approach

A methodology for organising the assessment of contributions — not a rigid statutory formula.

1

Direct contributions

Assess each party's financial contributions to the matrimonial assets → direct-contribution ratio.

2

Indirect contributions

Assess financial and non-financial contributions to the family → indirect-contribution ratio.

3

Overall ratio

Derive an overall ratio by averaging / appropriately weighting the two components.

4

Adjust

Consider whether other s 112 circumstances justify adjustment to arrive at a just and equitable outcome.

Direct ratio → indirect ratio → overall ratio → check / adjust for the wider s 112 circumstances

Prenuptial & financial agreements

TQ v TR [2009] SGCA 6; Women's Charter



A valid financial / prenuptial agreement is an important circumstance in the Court's assessment.



Weight depends on its terms, the circumstances in which it was made and the subject matter of the provision.



Maintenance is subject to statutory safeguards; the Court retains powers in appropriate circumstances.



Child maintenance is different: the statutory duty to maintain a child cannot simply be contracted away.

Cross-border drafting should anticipate

- Governing law
- Jurisdiction
- Disclosure
- Independent advice
- Formalities
- Enforcement

Child support

Women's Charter ss 68–69 and 127



The duty

Parents have a duty to maintain their children, whether or not the child is in their custody.



Needs and means

The Court considers the child's financial needs and the parents' means and earning capacity.



Relevant circumstances

The child's age, education and arrangements, and the parents' financial circumstances.



Structure, variation & enforcement

Orders may meet ongoing needs; variation and enforcement matter especially in cross-border cases.



Forum

The forum question can arise independently in child-maintenance proceedings.

Forum disputes

Forum non conveniens can determine the case before substantive financial issues are reached.

The usual question: is there another available forum which is clearly or distinctly more appropriate?



Residence / domicile
and the children's
location



Location of assets,
witnesses and
evidence



Governing law and
factual centre of
gravity



Cost, convenience
and procedural
effectiveness



Whether the
alternative forum can
grant effective relief
and whether an order
can be enforced

Chapter 4A adds its own statutory appropriateness inquiry under s 121F.

Source: Spiliada framework; Singapore courts apply a fact-sensitive connecting-factor analysis.

Key takeaways

1

Financial relief is ordinarily part of the divorce process
not a free-standing claim.

2

Chapter 4A is a statutory gateway after foreign proceedings
jurisdiction, permission and s 121F appropriateness.

3

Define the pool, then apply ANJ v ANK
direct → indirect → overall ratio → adjust under s 112.

4

Prenups carry weight, not finality
child maintenance cannot simply be contracted away.

5

Forum can decide the case first
clearly or distinctly more appropriate forum?

**International Academy of Family Lawyers
International Family Law Conference – Manila, the Philippines
Monday 12 October 2026**

**Hypothetical – Panel on Financial Support and
Property Relations**

John Spender
Principal, Kennedy Partners Lawyers

Facts

Constance Santos, a Filipino citizen, and **James Anderson**, an Australian citizen, met while both were working in Singapore.

They married in **Manila in 2008**. At the time of the marriage:

- Constance was 30 and working as a senior marketing executive in Manila;
- James was 34 and working for an Australian investment bank in Singapore;
- both intended to make Singapore their long-term home.

They have two children:

- **Lucas**, now 15; and
- **Sofia**, now 12.

The children were born in Singapore and have lived there virtually all their lives. Both attend international schools in Singapore.

The prenuptial agreement

Three weeks before the wedding, the parties signed a **prenuptial agreement in Singapore**.

The agreement was drafted by a Singapore solicitor acting for James. Constance received a copy of the draft only **10 days before the wedding** and was advised by a Filipino lawyer in Manila whom she consulted for approximately one hour.

The agreement provides:

1. each party retains ownership of all property owned before marriage;
2. all property acquired in either party's sole name during the marriage remains that party's separate property;
3. neither party shall have any claim against the other's pre-marital or separately acquired assets;
4. James shall pay child maintenance of S\$2,000 per month per child;
5. in the event of divorce, the parties agree that **Australian law shall govern the interpretation and effect of the agreement**;
6. disputes concerning the agreement shall be submitted to the **courts of Singapore**.

The prenuptial agreement (continued.)

The agreement contains no express provision dealing with property acquired jointly.

Constance says she understood that the agreement was essentially an acknowledgment that James's pre-marital wealth would remain his. She says she did not understand that she was giving up a potential claim to the family home, future assets or spousal maintenance.

James says Constance understood the agreement fully, had independent legal advice, and signed it voluntarily.

The parties' financial circumstances

At the time of marriage, James had:

- A\$2 million in investments in Australia;
- an apartment in Sydney worth A\$1.2 million; and
- A\$500,000 in cash.

Constance had:

- approximately S\$100,000 in savings; and
- a small condominium in Manila worth approximately S\$250,000/ ₱12 million.

During the marriage, James's career flourished.

The parties' financial circumstances (continued)

By 2025 he had accumulated approximately:

Australia

- Sydney investment property — A\$4 million
- Australian share portfolio — A\$6 million
- Australian superannuation — A\$2.5 million

Singapore

- Bukit Timah family home — S\$6.5 million
- Singapore investment portfolio — S\$3 million
- private company shares — S\$4 million

The parties' financial circumstances (cont.)

The family home is registered **solely in James's name**.

James says that most of the Singapore assets were acquired from his employment income and investment returns and therefore fall within the prenup.

Constance says that:

- she gave up her career after Lucas was born;
- she became the primary caregiver for both children;
- she managed the household and supported James's career;
- she contributed her savings towards the family's expenses;
- she supervised renovations of the Singapore home;
- she managed the children's education and activities;
- and she made substantial non-financial contributions to the marriage.

She returned to work part-time in 2021 but earns only S\$7,000 per month.

James now earns approximately **S\$80,000 per month**.

The breakdown

In 2025, the marriage broke down.

James moved to Australia for approximately eight months and commenced proceedings there, arguing that Australia was now his principal residence.

Constance remained in Singapore with the children.

She subsequently commenced divorce proceedings in **Singapore**, asserting that Singapore was the family's habitual home and that the children had their strongest connection with Singapore.

James argues that:

1. Australia is the proper forum;
2. the prenup is governed by Australian law;
3. the Singapore court should respect the parties' contractual allocation of property;
4. Constance expressly waived spousal maintenance;
5. the Australian assets should not be disturbed by a Singapore order; and

The breakdown (cont.)

6. the Singapore court should give effect to the parties' choice of Australian law.

Constance argues that:

1. Singapore is the natural forum;
2. the children and family have been based in Singapore for almost two decades;
3. the Singapore court has jurisdiction over the divorce and ancillary matters;
4. the prenup should be given little or no weight because of the circumstances in which it was signed;
5. she did not have meaningful independent legal advice;
6. the agreement is manifestly unfair given the parties' radically different financial positions;
7. her waiver of maintenance should not prevent the Singapore court from making an appropriate maintenance order; and
8. the Singapore court should consider the entire matrimonial asset pool, including the Australian assets.

The jurisdictional complication

Before the Singapore proceedings can be determined, James obtains a **divorce decree in Australia**.

The Australian court:

- dissolves the marriage;
- records that the parties' children should remain living primarily with Constance;
- makes an order requiring James to pay child support of S\$2,000 per month per child;
- and declares that the parties' **prenup is valid and enforceable under Australian law**.

However, the Australian proceedings do **not** finally determine the division of the Singapore matrimonial assets.

The jurisdictional complication (continued.)

Constance was represented by Australian solicitors in the proceedings but argues that the Australian court's findings concerning the prenup should not be treated as conclusive in Singapore because:

- the Singapore property was not before the Australian court;
- Singapore was the children's and family's long-term home;
- and the Australian court was applying Australian law.

She now seeks recognition of the Australian divorce in Singapore **but does not accept that all of the Australian court's financial findings should automatically follow from recognition of the divorce.**

The Philippines complication

The **Manila condominium** originally owned by Constance has appreciated substantially and is now worth **₱35 million**.

During the marriage, James paid approximately ₱10 million towards renovations and mortgage payments.

James claims:

"That property is part of the matrimonial estate."

Constance says:

"It is my property, it is in my name, and whatever rights James has must be determined under Philippine law."

James therefore asks the Singapore court to take account of the Manila property in determining the overall financial division.

Constance argues that Philippine law governs the proprietary status of Philippine real property.

Child support in the Philippines

A year after the conclusion of the proceedings in Singapore, **Constance moves back to the Philippines with Lucas and Sofia**, to be closer to her family.

The children are enrolled in international schools in Manila.

Lucas is an avid golfer and takes part in golfing competitions. Constance brings him to various competitions around the world three to four times in a year. Sophia has learning difficulties and requires weekly therapy sessions.

Constance is of the view that the earlier agreed sum of S\$2,000 / 97,000.40 PHP per child is grossly insufficient. She intends to take out an application in the Philippines to seek **an increase in child support for the children**.

In the meantime, Constance has started a lucrative wig-making business in Manila. While she did not earn as much as she did as a senior marketing executive before the marriage, she is earning considerably more than when she worked part-time in Singapore.

Constance's income is sufficient to meet a significant portion of the children's ordinary living expenses, but she maintains that the children's expenses have increased substantially since the Singapore proceedings, particularly because of their international schooling, Lucas's golfing competitions and Sofia's weekly therapy. She contends that child maintenance should be assessed by reference not only to her own ability to contribute but also to the father's substantially greater financial resources and the children's accustomed standard of living.

**IAFL Introduction to International Family Law
12 October 2026, Manila, Philippines**

**FAMILY LAW IN AUSTRALIA
A BRIEF SUMMARY**

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Federal and State Systems



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Australian Families



Federal law – Family Law Act 1975

Family Law Act 1975 (covers all of Australia except Western Australia, which has its own Family Law Act)

Deals with married couples, also de facto couples and same sex couples (since 2009)

Divorce (including same sex couple divorce, since 2017)

All children under 18 – biological children, adopted children, step children, children treated as members of the family

Child arrangements – parenting responsibility, care of children, time spent with children

Financial matters – including pre nuptial/pre de facto agreements, and division of property upon relationship breakdown

Federal Law – Child Support

Child Support (Assessment) Act 1989

Provides for payment of child support/child maintenance

For children up to age of 18, or extends to the end of school, if the child turns school, if the child turns 18 in the last year of their schooling

Applies to married couples, de facto couples or anyone with the care of children

Child Support (Collection) Act 1989

Provides for registration and collection of child support liabilities

BUT adult child maintenance – for children over 18, is covered by the Family Law Act, where children are full time students or disabled and requiring support

State Laws

State Laws cover other areas of family law

- Adoption – of children by persons other than parents – step parents, foster parents, other interested persons
- Surrogacy/assisted reproductive treatment – including overseas surrogate arrangements, what is legal and not legal in each State
- Child protection – if children require protection from abuse, neglect, risk for authorities to intervene and take children from carers and put in place protective measures (Children's Court)
- Family violence intervention orders/apprehended violence orders – if adults require protection from family violence – for authorities to make orders protecting adults from family violence (Local courts, Magistrates Courts)

Divorce



Divorce

- Only one ground of divorce in Australia
- Irretrievable breakdown – which has one basis, separation for 12 months
- Can be separated under one roof ie still living in the same home
- Can add up periods of separation if the periods of reconciliation are less than 3 months
- Divorce is entirely separate to property settlement or parenting arrangements or anything else – there is only one link, that if you have been divorced for 12 months, you need to seek the leave of the court, to issue property settlement
- To get a divorce you must be either:
 - An Australian citizen
 - Regard Australia as your home and plan to live there indefinitely or
 - Have ordinarily lived in Australia for the 12 months right before filing the application

Parenting



Parenting – the best interests of the child

Considerations for the parenting pathway

- (a) what arrangements would promote the **safety** (including safety from being subjected to, or exposed to, family violence, abuse, neglect, or other harm) of:
- (i) the child; and
 - (ii) each person who has care of the child (whether or not a person has parental responsibility for the child);
- (b) any **views** expressed by the child;
- (c) the **developmental, psychological, emotional and cultural needs** of the child;
- (d) the **capacity** of each person who has or is proposed to have parental responsibility for the child to provide for the child's developmental, psychological, emotional and cultural needs ;
- (e) the **benefit to the child of being able to have a relationship with the child's parents**, and other people who are significant to the child, where it is safe to do so.

International children's matters

- An Australian Court can make orders relating to children outside of Australia if the following conditions apply:
 - The child is an Australian citizen
 - The child is ordinarily resident of Australia
 - A parent or party to the proceedings is an Australian citizen, ordinarily resident in Australia or present in Australia

OR the exercise of jurisdiction aligns with an international treaty eg Hague Convention on Child Abduction

HOWEVER these rules are qualified by international conventions like the Hague 1996 Convention which emphasizes habitual residence when deciding which country's courts should intervene

Property settlement



Property adjustment/settlement

Property includes everything – assets held personally, via a company, via a trust of which you have control and benefit, superannuation/pension – nothing is excluded, no special treatment of initial assets, inheritances, gifts

Four step process

- Identify assets and liabilities
- Assess contributions to those assets including financial contributions, contributions as homemaker and parent, non financial contributions
- Look at current and financial circumstances eg age, health, income earning capacity, care of children, to determine adjustment
- Finally confirm the outcome is just and equitable

International property matters

Australian courts will deal with property anywhere in the world as long as it “not an inappropriate forum”.

Contrasted with “more appropriate forum”, in other jurisdictions

- **Global Asset Pool:** Australian courts can include foreign real estate, offshore bank accounts, international business interests and overseas pensions in the pool of assets
- **Orders *In Personam*:** Australian courts make orders *in personam* (against the person, rather than directly *in rem* against the foreign land itself). This means the court orders a party personally to sign documents or transfer funds, which is effective if that person is subject to the court's jurisdiction
- **Connection to Australia:** The court must have proper jurisdiction over the parties (e.g., citizenship, ordinary residence, or domicile in Australia)

“Pre nups”



Financial agreements

- Marriage agreements
 - Before marriage
 - During marriage
- De facto agreements
 - Before relationship
 - During relationship

These will be binding if certain conditions are met, most importantly:

- Each party receives advice from an Australian legal practitioner
- The advice covers the effect of the agreement, and the advantages and disadvantages of entering into the agreement

Child Support



Child support

- Child support is based on a legislative formula which takes into account
 - Taxable income
 - How many children and what age
 - Care of children
- Plus a list of other factors eg you are allowed to have a second job and to have that not brought into account
- An application is made for child support by filling in a form, the government agency then calculates child support

Child support if the formula is not appropriate

- Ability to make an application for administrative review to a tribunal, which can reconsider the matter
- Ability to apply to the Federal Circuit and Family Court of Australia, to appeal the review
- Ability to enter into private arrangements called Binding Child Support Agreements
- Parties need to get legal advice to enter into a Binding Child Support Agreement

Child Support – international issues

Child in Australia and parent overseas

What if the child is in Australia and the paying parent is overseas?

- Child Support can make the assessment of child support and collect the child support
- It depends on whether the paying parent is in a reciprocating jurisdiction – that is a country with whom Child Support has an agreement in place.
- If it is a **reciprocating jurisdiction** Child Support can send an assessment to that country, to enforce and collect the payments there. Local courts will recognise the assessment, register the liability and collect it.
- Some 80 countries are reciprocating jurisdictions – eg most of Europe, India, UK, United States and the Philippines

Child support – international issues contd

Paying parent in Australia and child overseas

A parent living outside Australia can apply for an assessment if the other parent resides in Australia **and** the child is an Australian citizen, ordinarily resident in Australia, or present in Australia on the day of the application.

Alternatively, the overseas parent can apply if they live in a reciprocating jurisdiction.

Other jurisdictions

Excluded jurisdictions

- These countries do not accept Child Support assessments. It is however possible to get an Australian court order which can be sent to the other country for enforcement
- Countries include
- Israel
- Pacific island nations including Brunei, Cook Islands, Niue, Papua New Guinea, Samoa

Non reciprocating jurisdictions

- These countries do not cooperate with Child Support at all.
- Over 100 countries include China, Indonesia, Vietnam, Thailand, Lebanon, UAE, much of the Middle East

International Academy of Family Lawyers:
Introduction to International Family Law Conference

Financial Support

- and -

Property Relations

October 12, 2026
University of the Philippines BG





One spouse is abroad, one spouse is a Filipino living in the Philippines. How can the Filipino spouse demand support from the spouse abroad?

Financial Division: Key Principles

Under **Article 74** of the Family Code of the Philippines, the property relationship between husband and wife shall be governed by the following order:



1

Marriage settlements, if there is one executed before the marriage;

2

By the provisions of the **Family Code**, if no marriage settlement; and

2

By the local **custom**.



Financial Division: Key Principles

*Default property relations
if there is no marriage settlement:*

August 3, 1988
Effectivity of the Family Code



Marriages prior to
August 3, 1988:

**Conjugal Partnership
of Gains (CPG)**

Marriages from
August 3, 1988 onwards:

**Absolute Community
of Property (ACP)**



Financial or Prenuptial Agreements

Art. 75 of the Family Code allows future spouses to enter into a marriage settlement and agree upon the specific property regime, such as ACP, CPG, Complete Separation of Property (CSP) or mixed

To be valid, the agreement must be:

1. In **writing**;
2. **Signed by both parties**, and
3. **Made before the celebration of marriage** (**Arts. 76-77**, Family Code)

To be enforceable against third persons, it must be registered in the local civil registry where the marriage contract is recorded as well in the proper registries of properties (**Art. 77**, Family Code)



Financial or Prenuptial Agreements

Art. 80 of the Family Code provides

In the absence of a contrary stipulation in a marriage settlement, the property relations of the spouses shall be governed by Philippine laws, regardless of the place of the celebration of the marriage and their residence

This rule shall not apply

1. Where both spouses are aliens;
2. With respect to the extrinsic validity of contracts affecting property not situated in the Philippines and executed in the country where property is located; and
3. With respect to the extrinsic validity of contracts entered into in the Philippines but affecting property situated in a foreign country whose laws require different formalities for its extrinsic validity.



Jurisdiction for Financial Matters

Divorce is **not legally recognized** under Philippine law and produces no binding effect between the parties.

GENERAL RULE

EXCEPTION

Art. 26. x x x Where a marriage between a Filipino citizen and a foreigner is validly celebrated and a divorce is thereafter validly obtained abroad by the alien spouse capacitating him or her to remarry, the **Filipino spouses shall have capacity to remarry under Philippine law.** (As amended by Executive Order 227)



Jurisdiction for Financial Matters

*Available financial relief
for Filipinos who cannot avail of Art. 26(2):*

VOLUNTARY DISSOLUTION

LEGAL SEPARATION

VAWC



Jurisdiction for Financial Matters

VOLUNTARY DISSOLUTION

The spouses can file for dissolution of the conjugal properties under **Arts. 134 to 138** of the Family Code.

May be **VOLUNTARY** or for cause.

During the pendency of the action, the ACP or CPG shall pay for the support of the spouses and children. (**Art. 137**, Family Code)

Upon dissolution, the spouses shall have CSP as the property regime governing their marriage.



Jurisdiction for Financial Matters

VOLUNTARY DISSOLUTION

If not filed **jointly**, a spouse may file on the following grounds:

1. Civil interdiction
2. Judicially declared an absentee
3. Court-decreed loss of parental authority
4. Abandonment or failure to comply with obligations under **Art. 101**
5. Abuse of administration
6. Separated in fact for at least one year and reconciliation is highly improbable



Jurisdiction for Financial Matters

LEGAL SEPARATION

An aggrieved spouse can file an action for legal separation under **Art. 55** of the Family Code.

The spouses can live separately but the marriage bonds are not severed. (**Art. 63**, Family Code)

The ACP or CPG shall be dissolved and liquidated, and the share of the guilty spouse shall be forfeited in favor of the common children, previous children, or innocent spouse, in that order. (**Arts. 43(2), 63(2)**, Family Code)

Obligation for mutual support ceases, but the court may order the guilty spouse to support the innocent spouse. (**Art. 198**, Family Code)



Jurisdiction for Financial Matters

LEGAL SEPARATION

An aggrieved spouse may file on the following **grounds**

1. Abuse
2. Compelling the petitioner to change religious or political affiliation
3. Corrupt or induce the petitioner, a common child, or a child of the petitioner, to engage in prostitution
4. Final judgment of imprisonment of more than six years
5. Drug addiction or habitual alcoholism
6. Homosexuality
7. Subsequent bigamous marriage
8. Sexual infidelity or perversion
9. Attempt against the life of the petitioner
10. Abandonment without cause for more than one year



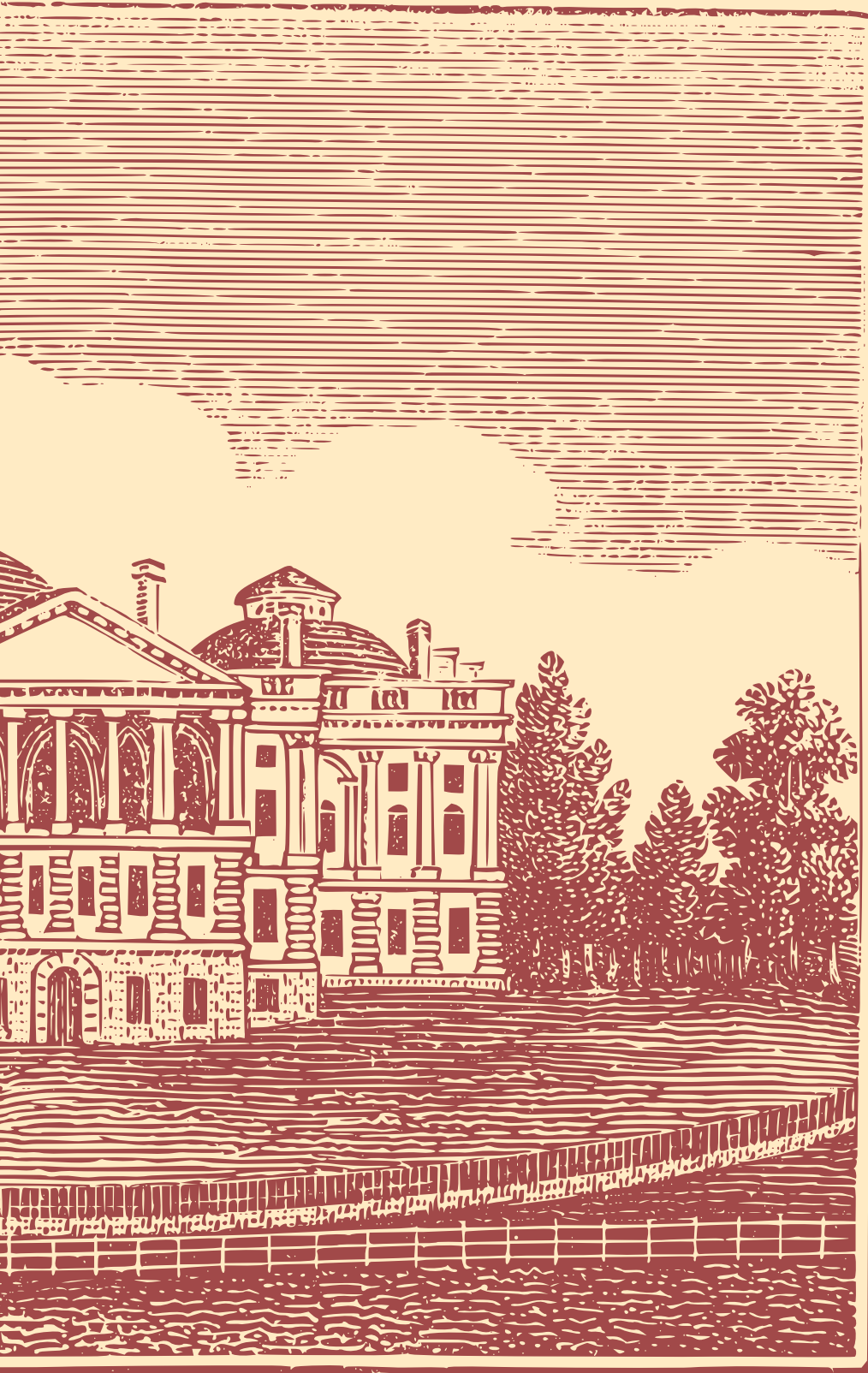
Jurisdiction for Financial Matters

ANTI-VIOLENCE AGAINST WOMEN AND CHILDREN

Under Philippine jurisdiction, depriving or threatening to deprive the woman or her children of financial support legally due her or her family, or deliberately providing the woman's children insufficient financial support, committed with the purpose or effect of controlling or restricting the woman's or her child's movement or conduct, is a criminal offense punishable under **Sec. 5(e) of Republic Act 9262**, or the Anti-Violence against Women and Children (VAWC) Act.



Forum Disputes



Laws relating to family rights and duties, or to the status, condition and capacity of persons are **binding upon citizens of the Philippines**, even though living abroad. (**Art. 15**, Civil Code)

Real property as well as personal property is subject to the **law of the country where it is situated**. x x x (**Art. 16**, Civil Code)

The forms and solemnities of contracts, wills, and other public instruments shall be governed by the **laws of the country in which they are executed**. x x x (**Art. 17**, Civil Code)

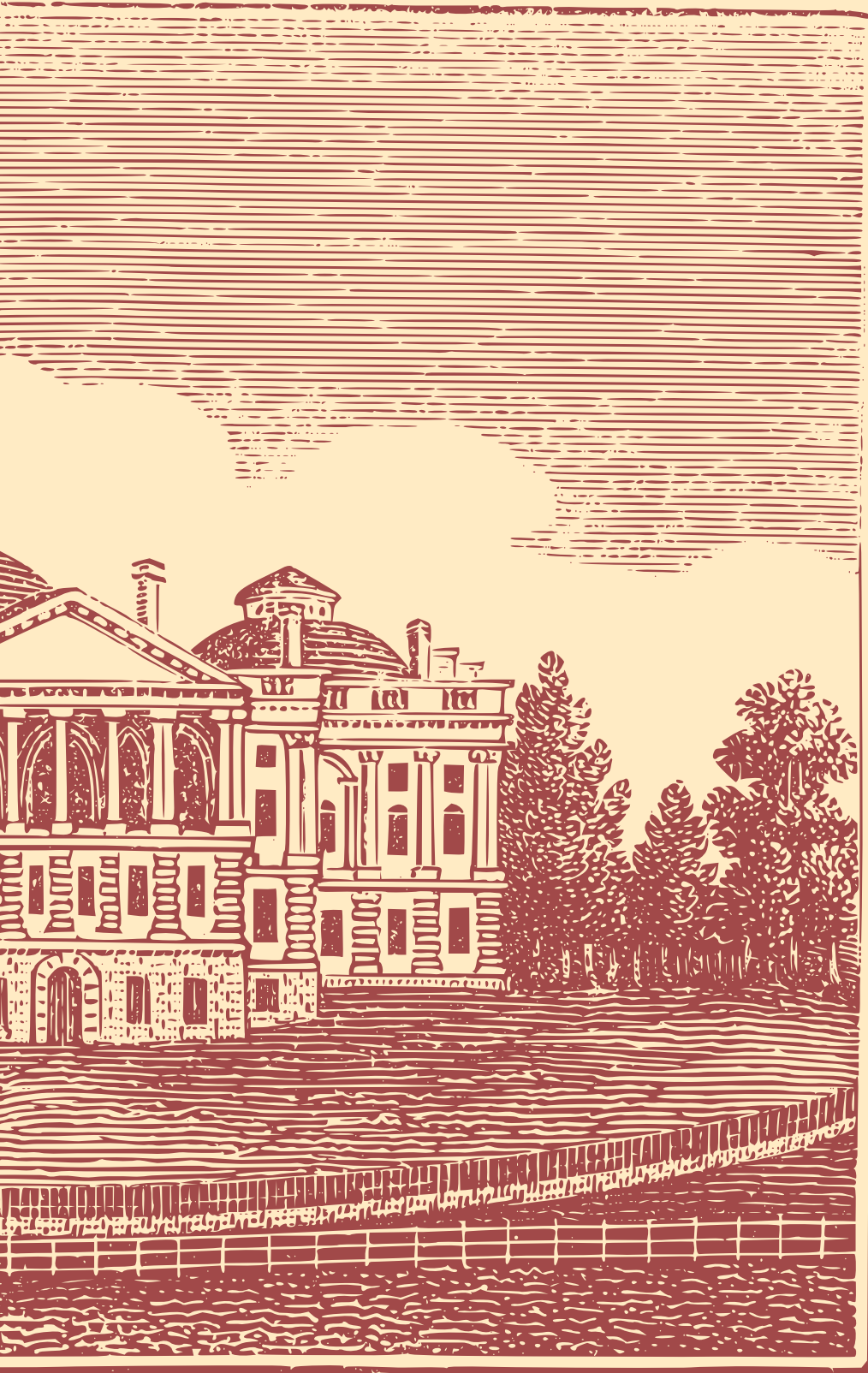
Forum Disputes

MOST SIGNIFICANT RELATIONSHIP TEST

As held in *Alcañeses v. Alcañeses*, citing *Saudi Arabian Airlines v. Court of Appeals*

‘ There is no specifically prescribed means to resolve a conflict of laws problem. **Choice of law varies depending on the circumstances**

Before a choice can be made, it is necessary for us to determine under what category a certain set of facts or rules fall. This process is known as characterization, or the **doctrine of qualification**. It is the process of deciding whether or not the facts relate to the kind of question specified in a conflicts rule. The purpose of characterization is to enable the forum to select the proper law.



Forum Disputes

MOST SIGNIFICANT RELATIONSHIP TEST

Our starting point of analysis is a factual situation, event, or operative fact. An essential element of conflict rules is the indication of a "test" or "connecting factor" or "point of contact". Thus, choice-of-law rules invariably consist of a **factual relationship** and a **connecting factor or point of contact**, such as the situs of the res, the place of celebration, the place of performance, or the place of wrongdoing.

The lex fori - **the law of the forum** - is particularly important because matters of 'procedure' not going to the substance of the claim involved are governed by it; and because the lex fori applies whenever the content of the otherwise applicable foreign law is excluded from application in a given case for the reason that it falls under one of the exceptions to the applications of foreign law. '



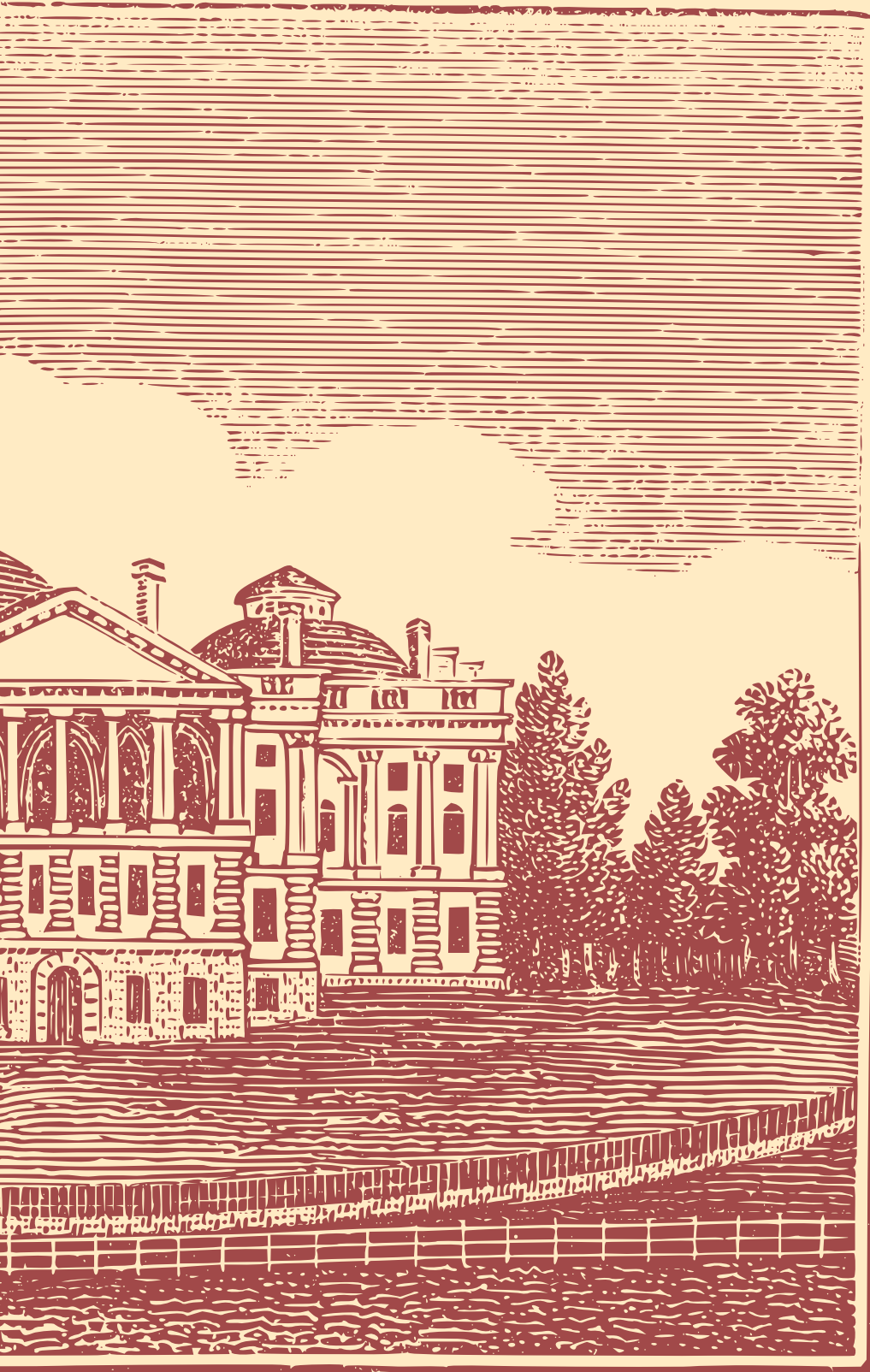
Forum Disputes

APPLICABILITY OF FOREIGN DECISION

A foreign decision is not automatically effective and enforceable under Philippine law.

In *Lavadiav. Luna*, the Supreme Court explained that divorce between two Filipinos is void and ineffectual under the nationality rule. Hence, any settlement of property involving Filipinos submitted as an incident of a divorce obtained in a foreign country lacks competent judicial approval, and cannot be enforceable against the assets of the husband who contracts a subsequent marriage.

The mere execution of an Agreement did not per se dissolve and liquidate the CPG. The **approvabf the Agreement by a competent court** was still required under **Arts. 190 and 191** of the Civil Code.

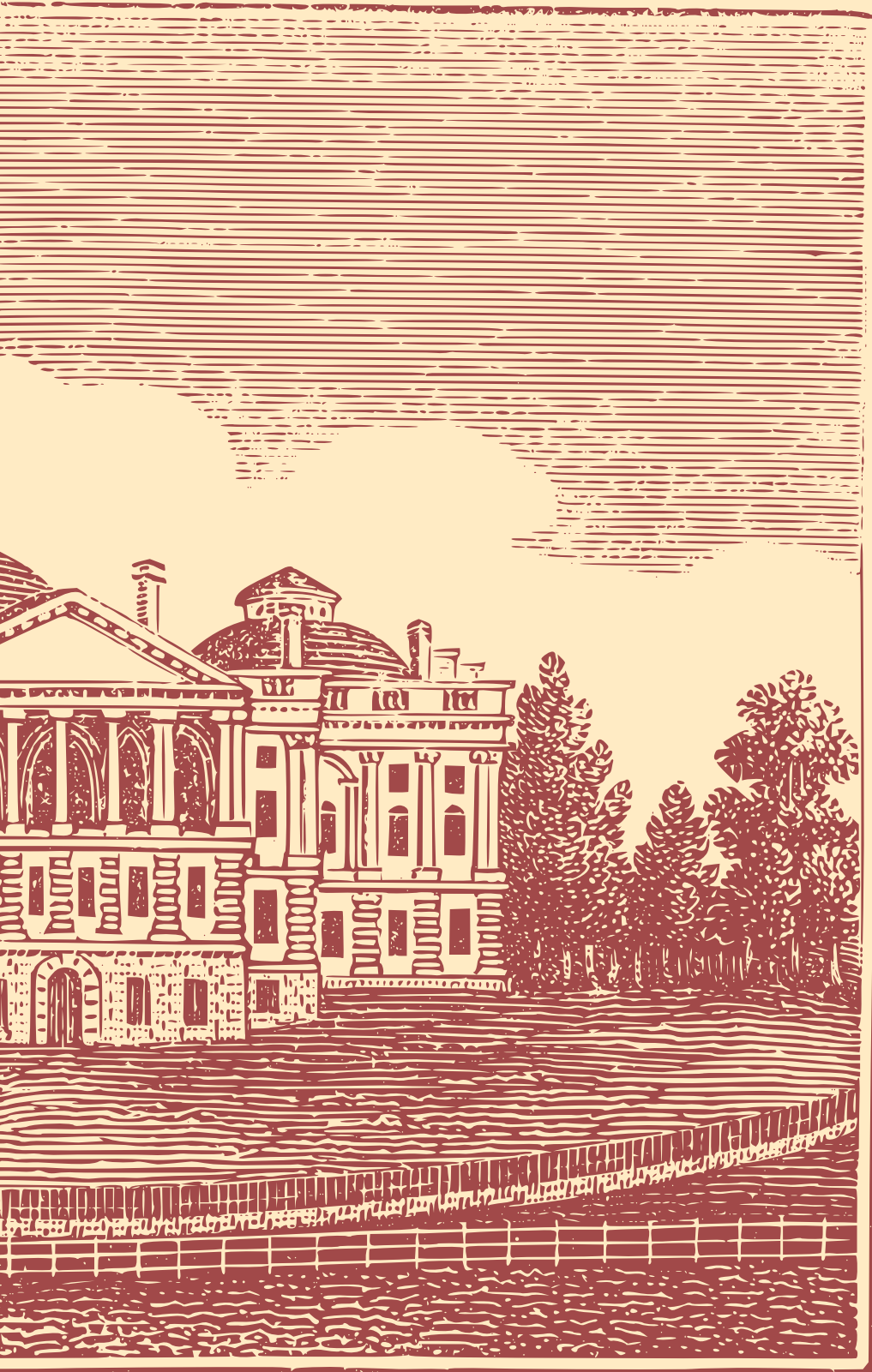


Forum Disputes

APPLICABILITY OF FOREIGN DECISION

In *Republic v. Manalo*, it was held that there is **no real and substantial difference** between a Filipino who initiated a foreign divorce proceedings and a Filipino who obtained a divorce decree upon the instance of his or her alien spouse. In the eyes of the Philippine and foreign laws, both are considered as Filipinos who have the same rights and obligations in an alien land. The circumstances surrounding them are alike. Were it not for **Art. 26**, both are still married to their foreign spouses who are no longer their wives/husbands.

Hence, to make a distinction based on the superficial difference of whether they initiated the divorce proceedings is unfair. The treatment gives undue favor to one and unjustly discriminates against the other.



Child Support

INTERNATIONAL LAWS ACCEDED & RATIFIED IN THE PHILIPPINES

Convention on the Rights of the Child (CRC)

November 20, 1989

Ratified: August 21, 1990

Took effect: September 20, 1990

Hague 2007 Convention on the International Recovery of Child Support and Other Forms of Family Maintenance

Ratified: June 22, 2022

Took effect: October 1, 2022



Child Support

PHILIPPINE DOMESTIC LAWS

Support comprises of the following

1. Everything indispensable for sustenance, dwelling, clothing, medical attendance, education and transportation in keeping with the financial capacity of the family
2. The education of the person entitled to be supported shall include his schooling or training for some profession, trade or vocation, even beyond the age of majority
3. Transportation shall include expenses in going to and from school, or to and from place of work (**Art. 194**, Family Code)



Child Support

PHILIPPINE DOMESTIC LAWS: WHO ARE RESPONSIBLE

The following are **obliged** to provide child support:

1. Parents and their legitimate children and the legitimate and illegitimate children of the latter;
2. Parents and their illegitimate children and the legitimate and illegitimate children of the latter (**Art. 195(3)(4)**, Family Code)

The obligation of child support is **presumed** even if the person is a foreign national. The burden is on the one alleging to prove the absence of any obligation of child support, as held in the case ***Del Soccorov. VanWilsem***



Child Support

PHILIPPINE DOMESTIC LAWS: WHO ARE RESPONSIBLE

For Legitimate Children

1. Spouses jointly responsible ([Art. 70](#), Family Code)
2. ACP or CPG is liable ([Art. 70, 94 and 121](#), Family Code)
3. If CSP, from income or fruits of separate properties, or from spouses' separate properties ([Art. 70](#), Family Code)

For Illegitimate Children

Both parents are responsible, BUT in proportion to the resources of each ([Art. 200](#), Family Code)



Child Support

PHILIPPINE DOMESTIC LAWS: WHO ARE RESPONSIBLE

The amount of support shall be **in proportion to the resources or means of the giver and to the necessities of the recipient** and shall be reduced or increased proportionately. (**Arts. 201 and 202**, Family Code)

The obligation to give support shall be **demandable from the time the person who has a right to receive the same needs it for maintenance**, but it shall not be paid except from the date of judicial or extrajudicial demand. Nonetheless, during pendency of the case, support pendente lite may be claimed in accordance with the Rules of Court. (**Art. 203**, Family Code)



Child Support

PHILIPPINE DOMESTIC LAWS: PROHIBITIONS

Philippine domestic laws, specifically **Art. 2035** of the Civil Code, prohibits compromise agreements for future support.



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Maraming Salamat

Thank You
Very Much



October 12, 2026
University of the Philippines BGC