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Balancing Care and  
Conflict: The  
Appointment of  
Deputies for a Man  
Lacking Mental  
Capacity

*WVH v WVG* [2025] SGHCF  
22

8 May 2025

**LEGAL  
UPDATE**

# In this Update

*WVH v WVG* [2025] SGHCF 22 concerned the appointment of deputies for a man who lacked mental capacity. The Court held that it was both more appropriate and in the man's best interests for his children, rather than his partner, to be appointed as deputies for his property and affairs and personal welfare. However, the Court allowed his partner to continue visiting him at his care centre.

**03**  
INTRODUCTION

**03**  
BACKGROUND

**04**  
DECISION OF THE  
GENERAL DIVISION  
OF THE HIGH  
COURT (FAMILY  
DECISION)

**05**  
COMMENTARY

## **INTRODUCTION**

*WVH v WVG* [2025] SGHCF 22 concerned the appointment of deputies for a man who lacked mental capacity. The Court held that it was both more appropriate and in the man's best interests for his children, rather than his partner, to be appointed as deputies for his property and affairs and personal welfare. However, the Court allowed his partner to continue visiting him at his care centre.

Our update discusses this decision.

## **BACKGROUND**

The cross-appeals arose from a dispute concerning the appointment of deputies over the property and affairs and personal welfare of a 72-year-old man, "P", who had been diagnosed with dementia and certified as lacking mental capacity. Previously, P had developed an extra-marital relationship with his partner. Thereafter, he separated from his wife, moved in with his partner, and divorced his wife.

P's children then applied to be appointed as joint deputies over P's property and affairs and personal welfare but did not disclose P's relationship with his partner to the Court. A deputyship order ("**Deputyship Order**") was subsequently granted in their favour. However, when P's children later filed a summons for an order to prevent the partner's access to P, the Court, now aware of the relationship between P and P's partner, ordered for the summons to be served on her.

In response, P's partner filed applications to revoke the Deputyship Order and for an interim order to add her as a third deputy. The District Judge ("**DJ**") dismissed the partner's application to revoke the Deputyship Order but appointed her as a joint deputy with P's children over the management of P's personal welfare. However, the management of P's property and affairs was to remain with his children.

The parties brought cross-appeals against the DJ's decision. P's partner appealed against the DJ's dismissal of her application to revoke the Deputyship Order, and P's children appealed against the rest of the decision. Following mediation, the parties signed a Settlement Agreement, which provided for P's partner's cross-appeal to be dismissed entirely, for P's children's appeal to be allowed, and for the parties to "work towards persuading and easing P to stay in an Assisted Living Facility" ("**ALF**").

However, disagreement soon arose among the parties. Notably, P's partner was dissatisfied that P's children had admitted P to an ALF without her consent and withdrew her consent to the extraction of the draft consent orders contained in the Settlement Agreement.

On the contrary, the children alleged that P's partner had been uncooperative regarding P's admission to the Care Centre and behaved

abusively towards its staff. They further claimed that she had agitated P and encouraged him to leave the Care Centre. In one instance, P's partner had brought P out of the Care Centre despite physician recommendations to the contrary in light of P's focal seizures. On another occasion, although P had been prescribed thick fluids and a pureed diet, P's partner shouted at Care Centre staff who followed such instructions and took P out on home leave, stating she would give him a regular diet instead. In response, P's partner asserted that the Care Centre staff had not acted in P's best interests, whereas she had done so. She also expressed concern that if she was removed as deputy, the children would not care for P, which may lead him to commit suicide.

Regarding the settlement agreement, P's children maintained that the Settlement Agreement ought to be enforced, and that P's partner had committed a repudiatory breach by failing to consent to the extraction of the draft consent orders. However, P's partner argued that the children had breached the terms of the Settlement Agreement by admitting P to the ALF without consulting her. In response, P's children contended that the Settlement Agreement did not require the partner's opinion or consent to be sought for P's admission to an ALF.

### **DECISION OF THE GENERAL DIVISION OF THE HIGH COURT (FAMILY DIVISION)**

After reviewing the terms of the Settlement Agreement, the Court held that P's children were not under an obligation to obtain the partner's consent before admitting P to an ALF. The Agreement merely required the parties to encourage P to stay in an ALF, and P's children had not breached any term by proceeding with his admission.

While the Court accepted that P's partner had P's interests at heart, it concluded that the terms of the Settlement Agreement were in P's best interests. Given the breakdown in relations between the parties and their inability to cooperate, the Court determined that P's children were more appropriate deputies in relation to P's property and affairs, given that P had not made a will, and his estate will devolve to his children upon death.

## **KEYPOINT**

*P has not drawn up a will and thus when he dies, his estate will devolve to his children. The law as it stands, reserves nothing from P's estate for someone in Z (P's partner)'s position except, perhaps, to compensate her for expenses reasonably incurred in looking after him.*

Further, the Court found that staying in an ALF appeared to be in P's best interests, as it offered a regular schedule with activities and therapy to improve P's cognitive abilities, as well as opportunities to interact with other residents. Conversely, it was not in P's best interests for P's partner to encourage him to disregard medical advice and the rules of the ALF. The partner's claims regarding unsatisfactory care provided by the ALF lacked supporting evidence, and her actions appeared to have sown discord between P and his children.

Consequently, the Court held that P's partner should not be a co-deputy managing P's personal welfare, and that P's children were to remain as joint deputies for the same. Nevertheless, given the partner's longstanding relationship with P and that P appears to enjoy her company, it would be in P's best interests to allow her to continue visiting him at the ALF.

## **COMMENTARY**

Much aligned with the principles set out in the Mental Capacity Act 2008, this case underscores the fundamental inquiry at the core of the appointment of deputies - the best interests of the vulnerable individual concerned. The Court takes a holistic view in assessing the individual's best interests, and is attentive to both physical and emotional wellbeing. In this case, the Court gave due consideration to the potential cognitive benefits of a structured environment at the ALF, as well as the importance of preserving meaningful personal relationships for P. This reflects a careful but compassionate judicial approach to matters involving individuals who lack mental capacity.

This case also sheds light on the Court's approach to cases where conflict arises among joint deputies and cooperation is no longer possible. In response to such discord, the Court takes a pragmatic approach and determines who would be the more appropriate deputy for P. By doing so, the Court ensures that parties are able to move forward with decision-making that remains effective and centred on the long-term welfare of the vulnerable individual.

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