

REGISTRAR'S EMPOWERMENT CLAUSES



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The information provided below is general in nature and is not intended as legal advice. The Family Justice Courts (“FJC”) cannot provide legal advice or assist with drafting the contents of any document.

For guidance in drafting court orders, parties may refer to the Family Orders Guide, a copy of which is available on the Singapore Courts website¹.

1) What are Registrar’s Empowerment Clauses (“REC”)?

These are orders that the Court dealing with ancillary matters or variation of orders may grant under section 31 of the Family Justice Act. These orders empower the Registrar to sign documents to effect the sale and transfer of matrimonial assets. Such powers are usually exercised by the Duty Judicial Officer (“DJO”).

2) Categories of REC

(a) **Category A orders:** Orders empowering the Registrar to sign the relevant documents without further notice to the party whom the Registrar is signing the documents on behalf of. **An affidavit is not required** before the DJO signs [see Para 159(13)(a) of the FJC Practice Directions²].

Example of **Category A** order:

- The Registrar/ Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 is empowered to execute, sign, or endorse all necessary documents relating to matters contained in this order on behalf of either party.

(b) **Category B orders:** Orders empowering the Registrar to sign the relevant documents only where the other party defaults despite written notification to him/her to sign the relevant documents. **An affidavit is required** before the DJO signs [see Para 159(13)(b) of the FJC Practice Directions³] – a sample affidavit for use in Category B orders is available on the Singapore Courts website⁴.

Example of **Category B** order:

- The Registrar/ Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 is empowered to execute, sign, or endorse all necessary documents relating to matters contained in this order on behalf of either party should either party fail to do so within seven days of written request being made to the party.

¹ https://www.judiciary.gov.sg/docs/default-source/news-and-resources-docs/family-orders-guide-2021.pdf?sfvrsn=b92fa9e7_4

² <https://epd.familyjusticecourts.gov.sg/Part%2014-General%20Matters.html#159-duty-registrar-and-duty-magistrate>

³ <https://epd.familyjusticecourts.gov.sg/Part%2014-General%20Matters.html#159-duty-registrar-and-duty-magistrate>

⁴ https://www.judiciary.gov.sg/docs/default-source/family-docs/sample_affidavit-20211022.docx?sfvrsn=49061de4_2

3) 'Sole conduct of a sale'

'Conduct of sale' refers to the mechanics relating to and the implementation of the order for sale of the property, which would normally include: (a) preparing the property for viewing; (b) consulting with the property agent on offers which have been made to purchase the property.

'Sole conduct of sale' does not mean that the party in question has complete autonomy over setting the sale price, agents' commission, etc., as these are decisions that could materially affect the value of what parties have been awarded under the order.

If a party seeks autonomy to make specific decisions under an order for 'sole conduct of sale', the scope of such autonomy should be specified in the order itself (e.g. allowing one party to set the selling price of the property, selecting the property agent or deciding on the property agent's commission).

4) Ensure that your court order is valid

Remember to check the validity of your court order *before* you request to see the DJO; he/she will not accept an order in which the timeframe for sale/transfer has lapsed. For example, if the order states that the sale/transfer of the property is to take place within 6 months of the Final Judgment ("FJ") but more than 6 months have passed, the court order is no longer considered valid. In such case, a separate application must be filed to extend the timeframe for the sale/transfer (an oral request is not allowed).

5) Can the DJO sign documents relating to immovable properties overseas?

Generally, the DJO can sign if he/she is satisfied that he/she is correctly exercising power under the REC. However, the DJO may first require parties to provide evidence that the invocation of the REC, in the country which the applicant seeks to use the document, is not prohibited by the law of that jurisdiction and/or that the Registrar's execution of the documents will be accepted by the relevant authorities in that country.

6) What are the documents that the DJO cannot sign on behalf of the defaulting party?

The DJO cannot sign documents which: (a) require the DJO to make declarations on matters which the DJO would not have knowledge; and/or (b) bind the absent party to certain financial or legal obligations beyond the mere surrender, sale or transfer of the property.

Some examples of the documents which the DJO cannot sign include declarations, undertakings, documents related to loan approvals, and documents related to payment of levy.