



CRP.No.1801 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Order reserved on : 08.07.2025

Order pronounced on : 18.07.2025

CORAM

THE HON'BLE MR. JUSTICE P.B.BALAJI

CRP.No.1801 of 2025
& CMP.No.10405 of 2025

Praveenkumar

..Petitioner

Vs.

Saranya

..Respondent

Prayer: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order dated 09.08.2024 passed in I.A.No.3 of 2023 in HMOP.No.662 of 2017 by the learned Additional Principal Judge, Family Court, Coimbatore.

For Petitioner : Mr.S.S.Swaminathan

For Respondent : Mr.Deepan Uday

ORDER

The Civil Revision Petition has been filed to set aside the order dated 09.08.2024 passed in I.A.No.3 of 2023 in HMOP.No.662 of 2017 by the learned Additional Principal Judge, Family Court, Coimbatore.

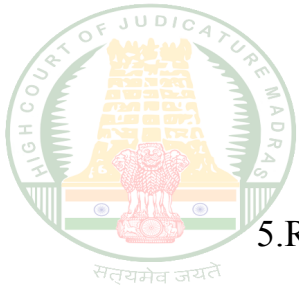


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WEB COPY 2. Heard the learned counsel for the parties and perused the materials available on record.

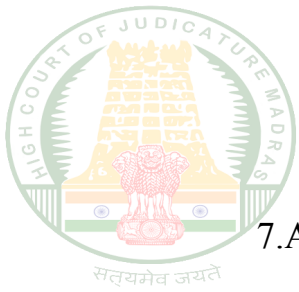
3. The husband in matrimonial proceedings pending in HMOP.No.662 of 2017 before the Additional Principal Family Court, Coimbatore, is the revision petitioner herein. The petitioner challenges the order in I.A.No.3 of 2023 dated 09.08.2024, in and by which, the learned Additional Principal Family Judge, Coimbatore, has ordered interim maintenance payable to the respondent/wife under Section 24 of the Hindu Marriage Act.

4. The primordial contention of Mr.S.S.Swaminathan, learned counsel for the petitioner is that pending I.A.No.3 of 2023, there was a compromise entered into in CMP.No.53380 of 2023 before the Mahila Court, Coimbatore, where the respondent had agreed to receive Rs.6,000/- per month, as interim maintenance for herself and her child and that the payments made pursuant to the settlement agreement would be adjusted against the maintenance awarded by the Court in the maintenance case.



5.Relying on the said settlement, the learned counsel for the petitioner would contend that having agreed to receive only a sum of Rs.6,000/-, the respondent ought not to have proceeded with the enquiry in I.A.No.3 of 2023 before the Additional Principal Family Court. He would further state that despite the factum of the compromise being brought to the notice of the Court, the Additional Principal Family Court, has, even without referring to the same, proceeded to decide the application for maintenance and directed payment of Rs.10,000/- to the respondent and Rs.7,500/- to the child, apart from Rs.20,000/- litigation expenses. The learned counsel for the petitioner therefore prays for the order in I.A.No.3 of 2023 being set aside.

6.Per contra, Mr.Deepan Uday, learned counsel for the respondent/wife would state that the proceedings before the Criminal Court are entirely different and there is no embargo for the respondent to claim maintenance under Section 24 of the Hindu Marriage Act, in parallel. He would further submit that the compromise was only limited to the criminal case pertaining to the MC proceedings and there is no bar created for the respondent from claiming maintenance under Section 24 of the Hindu Marriage Act.

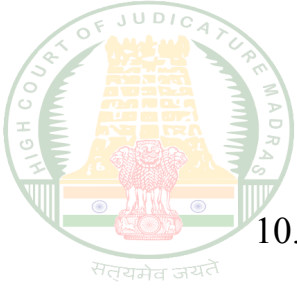


7. According to the learned counsel for the respondent, the parties had

only agreed that payments made in pursuance of the settlement agreement at the rate of Rs.6,000/- would be adjusted at the time of the final orders being passed by the Criminal Court in the maintenance case. He would therefore pray for dismissal of the revision.

8. I have carefully considered the submissions advanced by the learned counsel on either side.

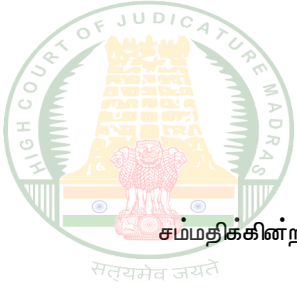
9. Though the main contention that is urged before this Court is that the Family Court has not even referred to the settlement agreement arrived at between the parties, on perusing the order though it is a fact that there is not even a reference to the said settlement agreement between the parties, however, from the memorandum of grounds in the present revision, I do not find even a single ground stating that the settlement agreement was brought to the notice of the Additional Principal Family Court and despite the same, the Additional Principal Family Court, in total disregard to the said settlement agreement, has proceeded to pass orders in the Section 24 application.



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10.The relevant grounds are only 4, 7 and 8 only. However, these grounds, in my considered opinion, are not sufficient, when there is no reference in the impugned order regarding the settlement agreement. In fact, if really the settlement agreement had been brought to the notice of the Additional Principal Family Court and the Additional Principal Family Court has totally disregarded the same and proceeded to pass an order, the first ground of attack in this revision would have been that, despite the Additional Principal Family Court being put on notice about the settlement agreement, the Additional Principal Family Court has not even considered the same and instead proceeded to pass an order in the Section 24 application.

11.Be that as it may, as rightly contended by the learned counsel for the respondent, on going through the settlement agreement that has been reached in CMP.No.53380 of 2023 in Crime No.33 of 2023, it is seen that what has been agreed between the parties is that “ மனுதாரர் எதிர்மனுதாரர் மற்றும் இளவர் நலீன்யா ஆகியோருக்கு மாதந்தோறும் ரூபாய் 6,000 (ஆறாயிரம் மட்டும்) இடைக்கால ஜீவனாம்சமாக பிரதி மாதம் 10 ஆம் தேதிக்குள் இளவர் நலீன்யாவின் வங்கி கணக்கில் செலுத்தவும் இளவருடைய கல்வி கட்டணத்தினை நேரடியாக பள்ளியிலேயே செலுத்திவரவும் சம்மதிக்கின்றார். எதிர் மனுதாரரும் மேற்படி தொகையை மாதந்தோறும் பெற்றுக்கொள்ள சம்மதிக்கின்றார். இவ்வாறு செலுத்திவரும் தொகையினை இருதரப்பினருக்கும் இடையே உள்ள ஜீவனாம்ச வழக்கில் வழங்கப்பட உள்ள தொகையில் வரவு வைத்துக் கொள்ள இருவரும்



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சமத்திக்கின்றனர். எனவே மனுவினை அனுமதிப்பதால் எதிர்மனுதாரருக்கு எந்தவிதமான ஆட்சேபனையும்

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12.The agreement itself states that there are no further claims or demands only in respect to CMP.No.53380 of 2023. Therefore, the settlement is only a compromise limited to the proceedings pending before the criminal Court and the petitioner cannot attempt to stretch it to apply to even a Section 24 application, which is an independent right available to the respondent/wife to seek interim maintenance for herself and her minor children. Therefore, I do not find any merit in the submissions of the learned counsel for the petitioner that in view of the settlement arrived at in CMP.No.53380 of 2023, the respondent could not have proceeded with the application for interim maintenance under Section 24 of the Hindu Marriage Act.

13.As regards the maintenance awarded, the Hon'ble Supreme Court, in *Rajnesh Vs. Neha and Another*, reported in 2021 2 SCC 324, has held that there is no bar for the wife to claim maintenance similarly, in proceedings under Section 24, maintenance before the criminal Court as well as under the Domestic Violence Act and ultimately, the Court has to consider the maintenance awarded in the multiple claims before coming to a final decision.

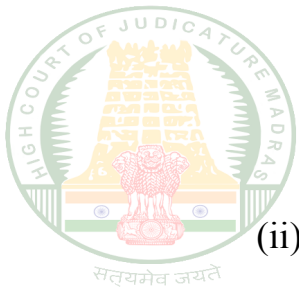


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14. In the light of the above, testing the order of the Additional Principal Family Court, I find that the Additional Principal Family Court, considered the documentary evidence filed on either side and after addressing the averments and allegations on either side, has come to the conclusion that the respondent/wife is not having any income of her own and the petitioner/husband is running a business and earning handsomely and as the husband and the father, he is duty bound to maintain the wife and child.

15. The Additional Principal Family Court has ordered a sum of Rs.10,000/- as interim maintenance to the petitioner and a sum of Rs.7,500/- as interim maintenance to the minor daughter, apart from Rs.20,000/- towards litigation expenses. The award of Rs.20,000/- towards litigation expenses is reasonable and the same does not warrant interference. However, taking into account the petitioner is paying a sum of Rs.6,000/-, in pursuance of settlement agreement before the criminal Court, the order of the Additional Principal Family Court, Coimbatore, is modified hereunder:

(i) The petitioner shall pay a sum of Rs.5,000/- towards interim maintenance to the respondent/wife and Rs.7,500/- to the minor child.



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(ii) The arrears calculated at this rate shall be paid to the respondent/wife,

within a period of eight weeks from the date of receipt of a copy of this orders.

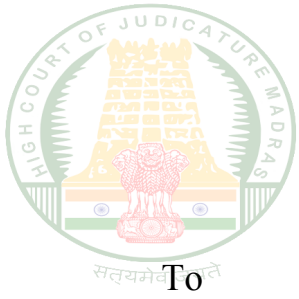
16. With the above modification, the Civil Revision Petition is partly allowed. There shall be no order as to costs. Connected Civil Miscellaneous Petition is closed.

18.07.2025

Speaking/Non-speaking order

Index : Yes/No

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To
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The Additional Principal Judge, Family Court, Coimbatore.



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P.B.BALAJI.J.

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Pre-delivery order made in
CRP.No.1801 of 2025
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18.07.2025