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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010396342026
+ **CRL.REV.P.(MAT.) 482/2026**
SH GOVIND GOYAL Petitioner

Through: Mr. Altaf Hussain, Advocate.
versus
SMT. POOJA AND ORS Respondents
Through: None.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER
% **24.08.2026**

CRL.M.A. 26012/2026

1. Exemptions allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.REV.P.(MAT.) 482/2026 & CRL.M.As. 26010-11/2026

1. The petitioner seeks to challenge the interim order dated 19.08.2025 passed by the Family Court-02, West, Tis Hazari Courts, Delhi under Section 144 BNSS, 2023, granting maintenance to the original applicants Nos.2 and 3, who were the children of the petitioner. The notice was issued to the petitioner, and the matter was heard by the concerned Court. The Court, in terms of paragraph no. 8 of the said order, has *prima facie* found that the applicant nos. 2 and 3 are entitled to maintenance @ 6,000/- per month, i.e., total amount of ₹12,000/- per month, from the date of filing of the application till the disposal of the petition filed by the respondents. The arrears over and above ₹7,000/- per month has been directed to be paid/deposited in the bank account of original applicant no.1/wife. For the sake of clarity, paragraph no. 8 of the said order is extracted as under:



“(8) Considering the overall facts & circumstances of the present case, petitioners nos. 2 and 3 are entitled to maintenance @ Rs.6,000/- per month each i.e. total amount of Rs.12,000/- per month, from the date of filing of the application till the disposal of the petition filed by petitioners. Arrears, over and above Rs.7,000/- per month, be paid/deposited in the bank account of petitioner no.1 by the respondent within a period of five months from today. The respondent is further directed to pay monthly maintenance from the month of September, 2025 on or before 10th day of each English calendar month. Needles to add that if any payment has been made by the respondent to petitioner no. 1 towards ad-interim maintenance/ interim maintenance i.e. after filing of the present petition, in any Court, then, same will be adjusted.”

2. The brief facts of the case are that the marriage between the petitioner and respondent 1 was solemnized on 07.12.2018. Out of the said wedlock, two children were born. Thereafter, a dispute arose between the parties and a petition under Section 13(1) (ia) of HMA was filed, bearing case No. No. 686/2019, titled Pooja v. Govind, before the Family Court. subsequent to the same, a petition for maintenance was filed bearing MT Petition No. 476/2022.

3. Learned counsel appearing for the petitioner submits that a settlement has been arrived at between the parties on 28.09.2019 (Annexure P-5) and therefore, the interim order is in ignorance of the said settlement. Besides that, the petitioner submits that the amount which has been directed is exorbitant and as the children are studying in Government School, they would not require the aforesaid amount.

4. The submissions made by the petitioner shall be considered by the concerned Court at the time of disposal of the main petition. By the present petition, the petitioner is challenging the interim order granting ₹6,000/- per month to each of the children towards interim maintenance. The same does not seem to be exorbitant. In **Noor Saba Khatoon v. Mohd.**



Quasim,¹ the court opined that it is the duty of the father to maintain the children. The Court held-

Under Section 125 CrPC the maintenance of the children is obligatory on the father (irrespective of his religion) and as long as he is in a position to do so and the children have no independent means of their own, it remains his absolute obligation to provide for them

5. Reference can also be made to the decision of the Supreme Court in the case of **Rajnish v. Neha**². The Court held that child support includes expenses for food, clothing, residence, medical care, and general education.

(d) Maintenance of minor children

91. *The living expenses of the child would include expenses for food, clothing, residence, medical expenses, education of children. Extra coaching classes or any other vocational training courses to complement the basic education must be factored in, while awarding child support. Albeit, it should be a reasonable amount to be awarded for extracurricular/coaching classes, and not an overly extravagant amount which may be claimed.*

92. *Education expenses of the children must be normally borne by the father. If the wife is working and earning sufficiently, the expenses may be shared proportionately between the parties.*

6. The Supreme Court in **Neha Tyagi v. Lieutenant Colonel Deepak Tyagi**³ affirmed that the father is liable to maintain the children, irrespective of the status of the marriage, as held –

7. *However, at the same time, the respondent husband cannot be absolved from his liability and responsibility to maintain his son Pranav till he attains the age of majority. Whatever be the dispute between the husband and the wife, a child should not be made to suffer. The liability and responsibility of the father to maintain the child continues till the child/son attains the age of majority. It also cannot be disputed that the son Pranav has a right to be maintained as*

¹ (1997) 6 SCC 233

² (2021) 2 SCC 324

³ (2022) 3 SCC 86



per the status of his father. It is reported that the mother is not earning anything. She is residing at her parental house at Jaipur. Therefore, reasonable/sufficient amount is required for the maintenance of her son including his education etc. which shall have to be paid by the respondent husband, irrespective of the decree of dissolution of marriage between the appellant wife and the respondent husband. The amount which was being paid pursuant to the order passed by the Army authorities on 15-11-2012 has also been stopped by the respondent husband since December 2019.

8. Bearing in mind the facts of the case, the petition stands dismissed.
Pending applications also stand disposed of
9. All rights and contentions of the parties are left open.

PURUSHAINdra KUMAR KAURAV, J

AUGUST 24, 2026/ tr