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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR No.2865 of 2015

Date of decision: April 29, 2015

Viney Kumar Lakhanpal

.....Petitioner

Versus

Neetu Bala

.....Respondent

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Parveen Mehta, Advocate
for the petitioner.

SABINA, J

Petitioner has filed this petition challenging the order dated 24.02.2015, whereby he was directed to pay ₹9,000/- per month by way of interim maintenance to the respondent.

Learned counsel for the petitioner has submitted that in terms of compromise (Annexure P-2), respondent had already received ₹5,00,000/- by way of lump-sum maintenance. Hence, the application moved by the respondent under Section 24 of the Hindu Marriage Act, 1955 ('Act' for short) was liable to be dismissed.

Petitioner has filed petition under Section 13 of the Act seeking dissolution of his marriage with the respondent. Petitioner got married to the respondent on 09.09.2007. Petitioner is residing in America and had come to India for marriage purposes. After marriage, petitioner left for

America.

During the pendency of the divorce petition, respondent moved an application under Section 24 of the Act seeking maintenance *pendente lite* and litigation expenses. The case of the respondent was that she was unable to maintain herself. The said application was opposed by the petitioner on the ground that an amount of ₹5,00,000/- had already been paid to the respondent by way of lump-sum maintenance.

The learned trial Court vide the impugned order, allowed maintenance *pendente lite* to the respondent at the rate of ₹9,000/- per month and further granted ₹11,000/- to the respondent by way of litigation expenses.

The case of the petitioner was that he had paid ₹5,00,000/- to the respondent by way of lump-sum maintenance in pursuance to the compromise dated 15.09.2010 (Annexur P-2). However, the execution of the said agreement in the compromise was denied by the respondent. Moreover, a perusal of the said compromise reveals that the draft to the tune of ₹5,00,000/- in the name of the respondent was handed over to Satnam Singh, Sarpanch, who was to hand over the same to the respondent after a decree of divorce was passed and the marriage of the parties was dissolved. Admittedly, no decree of divorce was passed and apparently, the draft in question was never handed over

to the respondent. There is nothing on record to suggest that the draft to the tune of ₹5,00,000/- had, in fact, been encashed by the respondent. Moreover, a perusal of Annexure P-2 further reveals that it has not been specifically averred in the compromise that the amount of ₹5,00,000/- was being handed over to the respondent towards lump-sum maintenance or that she would not be able to claim maintenance in future. Petitioner is residing in America. At this stage, there is nothing on record to suggest that the respondent is capable of maintaining herself. In these circumstances, the amount of ad-interim maintenance allowed by the trial Court, cannot be said to be on higher side and calls for no interference.

Dismissed.

**(SABINA)
JUDGE**

April 29, 2015

m.singh