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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 171/2013

RAJINDER SINGH

..... Petitioner

Through: Ms. Ankita Patnaik, Adv.

Versus

MAHINDER KAUR

..... Respondent

Through: Mr. Dhruv Dwivedi, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**ORDER**

% 18.12.2018

**CM No.53264/2018 (for exemption)**

1. Allowed, subject to just exceptions.
2. The application is disposed of.

**Review Petition No.453/2018 & CM No.53265/2018 (for condonation of 1123 days delay in filing the review petition)**

3. Review is sought of the order, dated 8<sup>th</sup> October, 2015 disposing of the Writ Petition against the order of the Maintenance Tribunal (South District) constituted under the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, directing the respondent to vacate Shops No.21&23 located at Apra Bazar, Nehru Nagar, New Delhi.
4. The Writ Petition was disposed of modifying the order of the Maintenance Tribunal in terms of the settlement arrived at between the parties and under which settlement, the petitioner had agreed to make monthly payments to the respondent and further agreed that on any default

in making such payment, the respondent shall be entitled to enforce the order of the Maintenance Tribunal.

5. Review is sought, pleading (i) that the petitioner has since died leaving his wife and children; (ii) that the wife and children of the petitioner are not liable in law to make any monthly payment or to maintain the respondent; and, (iii) that the rent earned from the shops is much less than the monthly payment directed.

6. The petitioner having avoided the order of the Maintenance Tribunal by entering into the settlement with the respondent, cannot now be permitted to, on the one hand not pay the monthly amount agreed to be paid and on the other hand not comply with the order of the Maintenance Tribunal.

7. Even if the wife and children of the petitioner do not consider themselves bound in law to maintain the respondent, the only consequence of that is that they have to vacate the shops. What the heirs of the petitioner are wanting, is to continue in possession of the shops and also not make any monthly payment to the respondent, as agreed. The said monthly payment is in terms of settlement and not by way of maintenance.

8. No ground for review is made out.

9. Dismissed.

A copy of this order be given *dasti* under the signatures of the Court Master.

**RAJIV SAHAI ENDLAW, J.**

**DECEMBER 18, 2018**

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