

Crl. Revision (F) No. 69 of 2015 (O&M)
with
Crl. Revision (F) No. 70 of 2015 (O&M)

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

CRR(F) No.69 of 2015 (O&M)
Date of Decision: 24.05.2018

Dr. V.P. Sharma

...Petitioner

Versus

Manu Khanna

...Respondent

with

CRR(F) No.70 of 2015 (O&M)

Manu Khanna

...Petitioner

Versus

Dr. V.P. Sharma

...Respondent

CORAM: HON'BLE MRS. JUSTICE ANITA CHAUDHRY

Argued by: Dr. V.P. Sharma in person.

Dr. Poonam Khanna, mother of Manu Khanna in person.

ANITA CHAUDHRY, J.

These are two revisions assailing the order passed by the
Family Court, Saket, New Delhi in the petition filed under Section 125
Cr.P.C., decided on 27.08.2012.

Assailing the orders, revisions were filed in the Delhi High Court, which under the orders of the Supreme Court in Transfer Petition (Civil) No. 960-963/2014 were transferred to the High Court of Punjab & Haryana, on 05.12.2014. The execution petition which was pending before the Saket Court was also transferred to the Family Court at Chandigarh.

It would be necessary to give the facts as presented in the petition filed under Section 125 Cr.P.C. The petition was filed by the minor through her mother, the natural guardian seeking maintenance for the mentally challenged child.

Poonam Khanna claimed that she was married to V.P. Sharma in 1981. Manu was the only child born to them. Though his chronological age was 23 years but his mental age was less than 7 years. It was claimed that monthly income of the husband was more than Rs.50,000/- as he was consulting doctor in various hospitals and nursing homes. The petitioner had given the names of three nursing homes. It was claimed that the husband owned a air conditioned car and he had engaged a driver and he was also owner of the roof of C-18, Shivalik, New Delhi and the value of the property was more than Rs.35 lacs and the purchaser could construct two floors. It was also pleaded that the respondent was an income tax payee and he owned 30 bighas of ancestral land.

The petitioner further claimed that a settlement was effected on 02.04.2003 and she had taken the responsibility for the child

and the respondent was breaching the conditions repeatedly. It was pleaded that the medical expenditure of the child was Rs.1,500/- per month and she was entitled to maintenance of Rs.25,000/- per month as she required maintenance for the child, salary of the escort and medical expenses.

The respondent-husband pleaded that the child was a slow learner/mentally challenged and he had an IQ of 55 to 60 and his mental age was 18 years and had passed his 10th examination from CBSC in 1997. He also gave his roll number. It was admitted that Manu was the only child but it was pleaded that after their divorce he had remarried and his father had retired and he was under a liability to maintain his wife and aged parents. It was denied that his monthly income was Rs.50,000/- per month. It was admitted that he was visiting nursing homes as a consultant and his monthly income from all sources was Rs.15,000-20,000/- and the net taxable income in the financial year 2004-2005 was Rs.1,09,924/-. He also enclosed its copy. It was admitted that he owned a Santro car but stated it was of 2000 model and not in use. It was denied that he had engaged a driver. It was pleaded that the property C-18 at Shivalik, New Delhi was purchased out of joint funds by Poonam and him and possession was with her and she was enjoying it from the date of settlement and he was living in a flat in an unauthorized colony. It was submitted that he had given up his share in the jointly purchased plot and a shop at Malviya Nagar in lieu of maintenance. He also gave his Permanent Account Number and

admitted that he was an income tax payee for the last 10 years. It was denied that he owned any ancestral property. It was pleaded that the agricultural land was disposed of by his father. It was submitted that the petitioner had not kept any escort for the child and the child was going to school independently in a bus and he could go to the market to purchase articles and no escort was required. It was admitted that the child had epilepsy but it was denied that he was a patient of nephrotic syndrome. It was pleaded that a settlement had been arrived at, according to which petitioner no.2 (wife) had taken the responsibility of looking after the child. It was denied that he had ever interfered in the peaceful life of the petitioner or that he had breached any condition. It was pleaded that there was also an agreement that she would not claim any maintenance for her or on behalf of the child. It was pleaded that the right to meet the child had been snatched under the agreement and he was still complying with it and had not committed any breach till date and petitioner no.2 after acting upon the settlement was backing out and was harassing him in order to grab more share in the property and he had already reduced his share from 50% to 45% in the second settlement. It was claimed that he had given up his lien over DDA flat and shop in Malviya Nagar as maintenance.

The petitioner filed rejoinder and took an objection that there was only one petitioner and she had been wrongly labeled as petitioner no.2 and the claim filed was only with respect to petitioner no.1. It was denied that the IQ of the child was between 55 to 60. It

was pleaded that IQ test was done on the directions of the SDM and it came out to be 44, therefore, he was mentally challenged with severe to moderate condition and was under a disability and was entitled to claim maintenance. It was pleaded that the child had attended a special school from 1987 to 2000 and had only cleared his 7th class. It was pleaded that the monthly income of the respondent from all sources was more than Rs.60,000/-. It was pleaded that the respondent (husband) was a member of Vasant Vihar Club in Delhi and owner of a flat in Malviya Nagar, which he had purchased in 2004.

The parties led evidence. Poonam Khanna appeared and tendered her affidavit and introduced some documents in evidence. No evidence was led by the respondent.

The Family Court noted that the father was a professionally qualified consultant and was visiting various nursing homes, therefore, assessed his income as Rs.45,000/- per month and allowed Rs.10,000/- per month for the child w.e.f. 15.12.2004.

I have heard both the parties.

Both the parties had placed their written submissions and referred to judgments and orders passed in various cases instituted by them.

Some facts need to be delineated, which are not disputed. Dr. Poonam was married to Dr. V.P. Sharma in 1979. Manu was born in November 1981. It is not disputed that the child is mentally challenged. However, there is a dispute with respect to the percentage of disability. It

is not disputed that a settlement had been effected between the parties.

Proceedings under Section 107/151 Cr.P.C. were initiated and an FIR was also registered in 2001 in Police Station Malviya Nagar at the instance of the husband. The wife got a FIR registered under Section 498, 406 IPC in 2002. Civil suits were also filed. Good sense prevailed upon the parties and a settlement was effected. The proposal for settlement came during the proceedings, however, one of the parties is said to have backtracked from the settlement but in March 2003 another settlement was effected, which was signed by the parties and witnesses.

It is not disputed that Poonam was a Senior Gynecologist in Delhi. The husband worked as a free lance Anesthetist. The mother had adopted a daughter after the divorce. It is not in dispute that she shifted to Panchkula and bought a property. She however failed to disclose her source of income.

It is necessary now to delineate the settlement and it reads as under:-

“Whereas, the parties to this Memorandum were husband and wife. The parties were married to each other on 18.1.1979 and thereafter have continued to reside together upto May, 2001.

Whereas, the parties while living together were professionally qualified as Doctor and from their income and savings from their profession have purchased immovable property bearing No. C-18, Shivalik, Malviya Nagar, New Delhi-110017;

Whereas, the parties had been certain misunderstanding as a result of which the parties have separated and also both the parties have initiated certain legal proceedings against each

other. The details of the proceedings are as follows:-

FIR No.49/2001 P.S. Malviya Nagar, U/s. 323, 341, 452, 506 IPC FIR No.422/2002, U/s 498/406 Complaint case U/s. 341, 323, 452, 506, 427, FIR No.299/2002 U/s. 324, case for custody of child in Guardianship Court, Case U/s. 125 Cr.P.C. for maintenance, Civil Suit No. 249/2002, 250/2002, for property;

Whereas, serious disputes have arisen amongst the parties hereto with regard to the aforesaid properties also and in order to avoid any further complication and with a view to resolve the dispute and differences to preserve the family honour and dignity the parties have expressed their willingness to settle the matter pertaining to the above said immovable-movable property for all time to come;

And nowhere as, after series of discussions and negotiations held amongst the parties, all the disputes and differences have been resolved amicably without any pressure and voluntarily and a settlement is arrived at between the parties on the single condition that the first party will never interfere in the peaceful living of the second party with her handicap son and will never claim the custody and meeting rights of a child Manu on any grounds in future. The first party will never say that the second party has called the first party to meet the child Manu. The first party will pay damages to five lakhs to the second party for raising any issue which has been settled in the settlement deed again.

*NOW THIS DEED OF SETTLEMENT WITNESSETH
AS UNDER:-*

- 1. That it has been agreed and mutually decided by and between the parties that the custody of male child Manu will shall remain with second party. The first party (Dr.V.P. Sharma) shall never claim the custody of the said child nor shall ever claim meeting rights of said child on any grounds. In case the second party decides for remarriage the custody of the son will be handed over to the first party.*
- 2. That it has been agreed and mutually decided by and between the parties that both the parties who own their respective portion in C-18, Shivalik, New Delhi, Malviya Nagar, New Delhi 110017, shall procure a suitable buyer to dispose off their property. All the proceeds thus received shall be distributed in the ratio of 45% and 55%. First party will get a share of 45% and the second party shall get a share of 55% of the total amount they will receive after selling.*
- 3. That both the parties will move in the matrimonial Court petition under Section 13-B(2) of HMA for grand of divorce.*
- 4. That it has agreed and mutually decided between the parties that after doing the exercise as spelt out in para no.2 as stated herein above the parties shall withdraw their respective cases as filed in various courts.*
- 5. That Dr. Poonam will lookafter the son Manu for whole of the life, she shall never claim any maintenance either for herself or for the son Manu.*
- 6. That the second party will never claim any jewellery or any other moveable property Istridhan in future.*

The statement regarding the custody of child and voluntary surrender of meeting rights will be given by the first party in the Guardianship Court of Ms. Neena Bansal Krishna, in the Court of Ms. Pinky MM Patiala House, and in the Court of ADJ.

That since all the disputes between the parties have been settled as stated above, neither party shall file or involve either party in respect of any suit complaint and shall not claim any right, title or interest in respect of any property purchased earlier.

This agreement supersedes all the earlier settlement as made between the parties and this agreement shall be binding upon the parties.

That this agreement has been executed by the parties or their own sweet will and without any pressure/coercion and they have well understood the contents of settlement.

That it is once again made clear that parties have also exchanged their respective documents in respect of the portions, properties etc. falling into their shares with each other and however any document(s) paper(s) bills, authorisation of left or lying with any party concerned will return the same to other party and further in future if required both the parties shall execute all the requisite documents, applications, indemnity bond, declarations, NOC etc. as and when required without hesitation.

In witnesses, whereof, the parties named hereinabove have set hands on the said Agreement at Delhi on the presence of the following witnesses.”

Despite the above written agreement the dispute between the parties did not come to an end. Cases were filed for custody of the child, maintenance, partition of the property etc. The matter went up to the Delhi High Court and the orders passed by the Delhi High Court are available in CRR-69-2015. The orders subsequently were challenged in the Supreme Court. In the case decided by the Delhi High Court on 22.11.2013 the Delhi High Court did not permit Poonam Khanna to set up a new case contrary to the agreement and assert different rights in respect to the property bearing C-18, Shivalik, New Delhi. It would be necessary to notice para 31 to 40 of the judgment:-

31. On the basis of the above settlement, the mother of the Plaintiff and the Defendant filed another divorce petition (HMA No. 415 of 2003) for divorce by mutual consent under Section 13 (B) (2) of the Hindu Marriage Act, 1955. Para 7 of the petition virtually set out the entire terms of the aforementioned settlement. It was supported by both the affidavits of the Defendant and Dr. Poonam Khanna. Thereafter, an order was passed on 3rd May 2003 in the second motion noting that the parties had settled all their disputes and claims as well as “for permanent alimony as well as about the custody of the child as detailed in paragraph No. 6 of the petition.” The Court noted that “the Petitioner undertake to abide by the terms and conditions as

settled by them.” Accordingly, the petition was allowed and the marriage between the parties was dissolved with immediate effect.

32. Neither the Defendant nor Dr. Poonam Khanna has questioned the aforementioned judicial order which puts a judicial stamp on the agreement dated 2nd April 2003. The contention of Dr. Poonam Khanna that the above settlement is not binding on the Plaintiff, i.e., son of the parties, cannot be accepted. Even at the time of entering into the settlement, Dr. Poonam Khanna was recognized as the guardian of the Plaintiff. The situation thereafter continues to be what it was when the settlement was arrived at. The Plaintiff was represented then and continues to be represented by his mother, Dr. Poonam Khanna, as the natural guardian. It is not as if Dr. Poonam Khanna has subsequently discovered some new fact that she was not aware of when she entered into the settlement.

33. Subsequent proceedings show that the settlement between the mother of the Plaintiff and the Defendant was referred to and relied upon. As already noted by the Court, Dr. Poonam Khanna subsequently had a change of mind and was not prepared to abide by the said settlement. By an order dated 13th April 2006, the learned MM dismissed the application filed by the Defendant for dropping the proceedings against

him under Section 125 CrPC. The learned ASJ passed an order dated 10th May 2006 upholding the order of the learned MM. On 26th June 2006, an order was passed by the learned MM awarding the Plaintiff interim maintenance @ Rs. 5,000 per month. This order was upheld by an order dated 30th October 2006 by the learned ASJ. On 9th July 2007, the High Court dismissed the revision petition filed by the Plaintiff through his mother on the ground that the maintenance fixed was very low. Aggrieved by the above order, the Plaintiff filed Crl. M.A. No. 1919 of 2008 before the Supreme Court. The Supreme Court recorded the statement of the Defendant herein on 5th December 2008 that he has offered to pay Rs. 7,500 per month to the Plaintiff herein. The Court was of the view that the said payment will be adequate and appropriate as interim maintenance.

34. In the entire proceedings there was no attempt made to restructure the terms of settlement arrived at between the parties on 2nd April 2003. Thereafter, Crl. M.A. No. 3337 of 2007 was filed by Dr. V.P. Sharma seeking quashing of the FIR against him. The above petition was entirely based on the settlement dated 2nd April 2003. In its order dated 23rd January 2009, the Court noted that acting on the said settlement, Dr. Poonam Khanna withdrew the maintenance petition under Section 125 CrPC. Likewise, she withdrew the petition under Sections 7 and 10 of the Guardian & Wards

Act and admitted her signature in the divorce proceedings and in the settlement dated 2nd April 2003.

35. The Defendant, in adherence to the compromise deed, filed an application before the learned MM in FIR No. 299 of 2004 registered in Police Station Malviya Nagar (which was a complaint against Dr. Poonam Khanna) for an offence under Section 324 Cr.PC seeking permission to compound the offence. However, Dr. Poonam Khanna objected to it stating that the terms and conditions of the compromise have not been adhered to. She also failed to withdraw her criminal complaint registered by her against her husband. It appears that the present suit was also filed on behalf of the Plaintiff by Dr. Poonam Khanna.

36. It was noticed in para 13 of the order passed by this Court on 23rd January 2009 in Crl.M.C. No. 3337 of 2007, as under:

“13. Thus, it is clear that even after arriving at an amicable settlement in terms of compromise deed dated 2nd April 2003, Respondent No. 2 was not in peace and continued to prosecute the criminal cases filed by her against the Petitioner, even civil litigation was also initiated by Respondent No. 2 against the Petitioner. A Civil Suit No. 138 of 2008 was filed by Respondent No. 2 after the settlement of 2nd April 2003 and similar another Civil Suit No. 721 of 2005 was filed by her for declaration of rights of the disabled son in the Malviya Nagar residential property. It is a settled law that once parties reconcile their disputes and execute a document containing the terms and conditions of the

reconciliation which is partly acted upon, a party cannot withdraw from the compromise and refuse to perform its part of the obligation because it would tantamount to misuse of process of law.”

37. Consequently, the FIRs registered against the Defendant, i.e., 49 of 2002, 422 of 2002 and 299 of 2002 were quashed by the Court inter alia for the following reasons:

“18. Under these circumstances, when dispute was amicably settled, it is in the interest of justice as well as parties that criminal litigation inter se them is brought to an end. It would bring more amicable and peaceful relationship between the parties which would be far more beneficial to the interest of the child who is mentally retarded and needs protection and care in amicable and peaceful atmosphere. Respondent No. 2 has already obtained an injunction order against the Petitioner, thereby restraining him not to visit within the radius of 100 meters of the property. With an end to all the litigations inter se the parties, a congenial platform would be built for the parties to initiate efforts for sale of the house, sale proceeds of which are to be divided in the ratio of 45:55 between the Petitioner and Respondent No. 2. In the backdrop of chequered history of litigation Respondent No. 2 cannot be allowed to continue with the cases with a hostile attitude; might be with a view to grab whole of the property.

19. It is the Petitioner who has been rendered homeless in this entire litigation even when he has shown his bona fides in executing his part of the compromise. Hence, under the circumstances of this case, where parties have been litigating

with each other over a long period to the detriment of the interest of a mentally retarded child and dispute now seems to be more of property dispute, it is in the interest of justice to bring this entire litigation to an end and to ensure that the relevant clause of the agreement which has become bone of contention; property is sold and sale proceeds are distributed as per respective shares agreed between the parties; that is computed with, this petition is accordingly allowed.

20. FIR No. 49 of 2002 registered at Police Station, Malviya Nagar under Sections 323/341/506 IPC, another FIR No. 422 of 2002 under Sections 498A/406 IPC, complaint case under Sections 323/341/506 IPC, FIR No. 299 of 2002 and respective proceedings conducted therein are hereby quashed. Attested copy of the order be sent to the State as well as the concerned trial courts accordingly for information and compliance.”

38. Aggrieved by the above order, Criminal Appeal No. 1625 of 2009 was filed by Dr. Poonam Khanna. On 17th March 2011, the following order was passed by the Supreme Court:

“1. We have heard the parties appearing in person very carefully.

2. The primary grievance of the Appellant i.e. wife is that despite the comprehensive deed of settlement dated 2nd April 2003, the Respondent had continued to pursue the litigations that were pending and has in fact filed some additional cases as well. We put it to the Respondent as to whether he would be filing to withdraw all the cases which had been initiated by him. He categorically stated that he would do so but when a

similar query was put to the Appellant she, at the initial stage, said that she would not withdraw them but when told that we were inclined to dismiss the appeal, she said that she would withdraw the cases that she had filed but would continue to pursue some of the applications that had been filed on behalf of the child and would continue to seek additional maintenance.

3. In the circumstances, we are not inclined to interfere in this matter. The appeal is dismissed.”

39. Another consequence of the settlement was that an order dated 29th July 2010 was passed by the learned ASJ allowing the revision petition by the Defendant and setting aside the order dated 23rd January 2010 passed by the learned MM granting interim maintenance of Rs. 5,000 per month. Crl.M.C. No. 2602 of 2010 was dismissed by the Court on 31st January 2012. The Court in that process took note of the fact that the settlement has been arrived at between the parties.

Paras 22 to 25 of the said order read as under:

“22. I note that the Petitioner proposed a settlement deed in the Court of Smt. R.S. Nag on 27th May 2002 which envisaged that the parties will seek divorce, Petitioner will not claim any maintenance and Respondent will forgo, his lien over the DDA flat as also a shop in property No. N-15, Malviya Nagar, and property No. C-18, Shivalik, shall be sold off and sale proceeds shall be divided equally between the parties.

23. Another settlement was executed on 2nd April 2003 which was ultimately registered. The only difference between vis-a-vis previous settlement was that Respondent reduced his share in the property C-18, Shivalik from 50 per cent to 45 per cent. On 3rd May 2003 the divorce obtained by mutual consent in terms

of settlement dated 2nd April 2003 and Petitioner withdrew her case in the guardianship court and petition under Section 125 CrPC on behalf of his son. The joint petition for mutual consent divorce, statement on oath as well as final order expressly stipulating that the Petitioner shall not claim any maintenance through rest of the life.

24. Thereafter, the Petitioner filed another application under the Protection of Women from Domestic Violence Act, 2005 claiming maintenance and same was dismissed by learned Trial Court as well as Sessions Court as non-maintenance in the background of settlement dated 2nd April 2003.

25. It is pertinent to mention here that on the basis of the settlement dated 2nd March 2003, this Court quashed four criminal cases in Criminal M.C. No. 3337 of 2007 petition filed under Section 482 CrPC by Respondent. The Petitioner preferred to challenge the said judgment in the Supreme Court, whereupon the Petitioner's appeal was dismissed."

40. It is, therefore, seen that the fact of the settlement having been arrived at between the parties has been recorded in several judicial orders. The parties have been bound by the terms of the settlement. The settlement records the position of the respective parties, and their acceptance of the factual position that prior to the settlement C-18, Shivalik was in fact jointly purchased by the parties. This Court, therefore, cannot permit Dr. Poonam Khanna by herself or acting as guardian of the Plaintiff, at this stage to resile from and set up a case contrary to the said agreement entered into between the parties. (Emphasis is mine)

While dismissing the suit, the Delhi High Court held that the plaintiff (Dr. Poonam) had filed the suit without any legal basis and with a purpose to overcome the settlement deed which was binding upon the parties and it imposed costs on her. No material is available to show if this judgment was challenged. A settlement had been effected and the parties are bound by them and the issue had been decided against Poonam and it is binding on her.

As per Clause 5 of the settlement, Poonam had agreed to look-after the child for whole of her life and she had stated that she would not claim any maintenance neither for herself or for her son for the rest of her life. There was an agreement as to how the property was to be divided.

The property admittedly even till now has not been sold. The father claims that Poonam was not allowing the property to be given on rent or sold, purposely and she was creating hindrances. Even despite the divorce and the settlement, there is a visible acrimony between the parents.

When a query was posed to the mother as to how she was maintaining herself and her two children, Poonam was evasive and did not commit that she had stopped practice. She has not filed any affidavit to assert that she was not working. V.P. Sharma had stated that he had got married after the divorce and had twins in 2013 and they were now 4 years old.

The right of a child to claim maintenance cannot be denied and it is the responsibility of both the parents where the mother is also working. The child admittedly is handicapped. The father disputes the percentage of disability. The father had offered to train the son so that he could be self sufficient and work on a photostat machine but the mother did not accept the offer.

The question for decision in this case is whether the mother subsequent to an agreement with a husband could claim maintenance for the child when she had settled all claims with the husband. It stands settled that be it the father or the mother they cannot settle the claim of minor child/handicap child with respect to his/her maintenance. So far as claim of maintenance of the child is concerned, the agreement could not bind the child and he can claim maintenance. However, the settlement binds the mother.

Mere fact that the child's mother in the agreement between herself and her husband had undertaken the responsibility of maintaining the child would not preclude the child from claiming maintenance against the father. Reference can be made to ***Thulasikumar Vs. Raghavan, AIR 1985 Kerala 20***. Similarly, the Hyderabad High Court in ***Anjayya Vs. Parutal, 1952 Cri.L.J. 577*** concluded that an agreement between the father and the natural mother of the child cannot be *ipso facto* binding on the minor child. The Karnataka High Court in ***Raja N. Vs. Master Dheeraj 2015(35) RCR (Criminal) 552*** held that the agreement between the parents would not

bind the minor son. It was held that the child would still claim maintenance from the parents even if the mother had income. The obligation of the father would still remain.

In the given facts, the evidence led has to be seen. The mother had only examined herself and had produced photocopies of documents which though were exhibited but had not been proved. Probing questions were put to elicit information from her with respect to the persons hired as escort for the child but Poonam did not give way. There is no evidence to show that the mother had kept a permanent escort for the child. The petitioner (Poonam) wants the Court to assume higher income because the father was member of a Delhi Club. The membership was taken years ago, only a single receipt of payment of Rs.500/- in the year 1989 was tendered which can not be a basis to assess the income.

No other witness was examined by the mother. The father did not lead evidence. There is an admission by the father in the written statement that he had been visiting several clinics and according to him his income was Rs.20,000/- per month.

Maintenance has been claimed from date of institution of the petition in 2004. It needs to be noted that the earlier petition for maintenance had been withdrawn after the settlement in 2003. The mother in her wisdom took a call to withdraw then because she was getting something out of the second settlement.

V.P. Sharma had claimed that his net taxable income in the financial year 2004-2005 was Rs.1,09,924/-. He had also given his Permanent Account Number. It was for the mother to summon the record and prove higher income. No witness was summoned, no evidence was led to show that the father owned any ancestral property or had any agricultural income. The argument that the second wife was earning would not make any difference as her income is not added or considered. It was claimed that the income of the father was Rs.50,000/- per month but the petitioner failed to lead evidence to prove it. At the interim stage, interim maintenance of Rs.5,000/- was allowed. The interim order was challenged in revision which was dismissed. An offer was made by father and the interim maintenance was enhanced to Rs.7,500/- per month in the criminal appeal when it was pending before the Supreme Court. The income of the father if taken even at Rs.25,000/- to 30,000/- per month in 2004, the amount allowed (Rs.10,000/-) by the trial Court is on the higher side. The trial Court in my opinion made no attempt to analyze the facts and awarded maintenance taking into consideration that the father alone was to be the provider. The Court could not have ignored the fact that the mother was earning. The mother is working. She had not disclosed her income and what amount she is getting from the properties she had received. Were they rented out or sold? She has chosen to completely keep silent on that. She is also under an obligation to contribute as the responsibility would be jointly on both the parents, therefore, the

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maintenance of Rs.7,500/- per month would be adequate. Any amount paid in excess would be adjusted.

The trial Court's order is modified. The revision filed by Dr. V.P. Sharma (CRR-(F)-69-2015) is partly allowed. The revision filed by Manu Khanna(CRR-(F)-70-2015) is dismissed.

(ANITA CHAUDHRY)
JUDGE

24.05.2018

'Sunil'

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No