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

% Judgment delivered on: 20.08.2018

+ CRL.REV.P. 258/2017
SATINDER SINGH KAKAR

..... Petitioner

versus

AVNEET KAUR & ORS.

..... Respondents

Advocates who appeared in this case:

For the Petitioners : Mr. Devinder Chaudhary with Ms.
Roopsi Sabharwal, Advocates.

For the Respondent: Mr. Maninder Singh with Ms. Smriti
Asmita, Advocates.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

20.08.2018

SANJEEV SACHDEVA, J. (ORAL)

1. The petitioner impugns order dated 21.12.2016, whereby, the application of the petitioner seeking modification of orders dated 22.05.2014 was dismissed by the Trial Court.

2. By order dated 22.05.2014, the Trial Court fixed interim maintenance at the rate of Rs.26,000/- per month from the date when the application was moved before the Trial Court, i.e., on 15.07.2010.

3. Learned counsel for the petitioner submits that the petitioner

had never agreed to making the payment from the date of the application, however, had made a statement before the Court that he shall pay the said amount from the date of the order.

4. On 22.05.2014, the statement of the petitioner was recorded by the Trial Court wherein the petitioner has stated that he was ready and willing to pay Rs.26,000/- per month to the petitioner towards interim maintenance including the school fee of the children from the date of the application till the date of final disposal of the petition under Section 125 Cr.P.C.

5. Noticing the said statement, the Trial Court, by order dated 22.05.2014, fixed the interim maintenance at Rs.26,000/- per month from the date of the filing of the application till the date of the disposal of the petition.

6. The petitioner thereafter sought modification, which was rejected by the order dated 21.12.2016. The Trial Court has recorded that the Trial Court was taken through the proceedings of 22.05.2014 and noticed that after interaction with the parties and the children, statement of the respondent therein (petitioner herein) was recorded and the interim maintenance in the sum of Rs.26,000/- from the date of the filing of the application was passed.

7. The Trial Court was of the view that there was no typographical mistake in the order and the order was passed after recording the statement of the parties and considering the submissions made and

thereafter the maintenance was awarded from the date of the filing of the application, i.e., on 15.07.2010.

8. In my view, there is no merit in the present petition inasmuch as the Trial Court has passed the order on the statement made by the petitioner. The petitioner has also admittedly signed the said statement. The plea raised by the petitioner that he was under a mistaken belief is not acceptable to this Court. The petitioner has given a voluntary statement before the trial court based on which the order has been passed.

9. In view of the above, I find no merit in the petition. The petition is, accordingly, dismissed.

10. However, it is clarified that the amounts paid by the petitioner from 15.07.2010 at the rate of Rs.16,000/- per month, in terms of the order passed by the Guardianship Court, which was subsequently enhanced to Rs.20,000/- per month from 19.02.2011 would be appropriately adjusted while calculating the arrears at the rate of Rs.26,000/- per month, which is to be paid from the date of the filing of the application before the Trial Court (i.e. 15.07.2010).

11. The petition is disposed of in the above terms.

12. Order Dasti under the signatures of the Court Master.

AUGUST 20, 2018/st

SANJEEV SACHDEVA, J