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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 4413/2016 & CrI.M.A. 18419/2016, 8458/2017,
18077/2017

MANAN THAPAR

..... Petitioner

Through: Mr. Rakesh Tiku, Sr. Adv. with Ms.
Gayatri Misra, Mr. Prosenjeet
Banerjee & Mr. Rishabh Bansal,
Advts.

versus

SMT SHILPI THAPAR & ANR

..... Respondents

Through: Mr. Anil Sharma & Mr. Arun Baali,
Advts.

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

ORDER

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22.11.2018

The petitioner was married to the first respondent in 2007 and out of their cohabitation the second respondent took birth in 2009. The parties separated sometime in 2011, the petitioner instituting divorce proceedings against the first respondent in 2012, followed by a petition being preferred by the first respondent under Protection of Women from Domestic Violence Act, 2005 against him in June, 2012. In the course of proceedings arising out of the last said petition under Domestic Violence Act, the Metropolitan Magistrate, in exercise of the power vested in her by Section 23, granted interim maintenance allowance by order dated 24.02.2016. In terms of the said order, the petitioner is to pay Rs. 25,000/- each to the first and second respondents, by 10th of each English calendar month from the date of the filing of the said petition onwards, the amount being upwardly revised w.e.f. January, 2014 to the effect that the interim maintenance allowance in favour

of the first respondent would be Rs. 35,000/- per month and in favour of the second respondent Rs. 30,000/- per month.

The petitioner feeling aggrieved had challenged the said order in the court of sessions by Crl.Appeal No. 54293/2016 which was dismissed by the said court on 21.10.2016.

The aforesaid orders of the two courts below were challenged by the petition at hand under Section 482 Cr.P.C. By order dated 19.05.2017, a learned single Judge of this Court then, in seisin of the matter, had directed the petitioner to pay Rs. 10 lakhs to the respondents without prejudice to the rights and contentions of the parties, further execution of the impugned orders being inhibited in the meanwhile. This order was subject matter of challenge by special leave to appeal (Crl.) 5508/2017. The Supreme Court, by order dated 14.08.2017, passed an order staying the operation of the direction to pay Rs. 10 lakhs. The said leave to appeal converted into Crl.A. 1034/2018 was disposed of by the Supreme Court by its decision dated 17.08.2018 in terms of which the direction for deposit of Rs. 10 lakhs was modified into a direction to pay Rs. 5 lakhs within eight weeks of the said order, this court being called out to decide the present matter expeditiously.

Both sides have been heard at length. During the course of hearing, a consensus emerged, it being conceded fairly by learned counsel on both sides that the impugned orders here are tentative and have been passed for the purpose of interim arrangement, the Metropolitan Magistrate expected to take a final call on the basis of inquiry which is yet to be held in the course of which both the parties will lead evidence in support of their respective contentions.

Against the above backdrop, the parties have come to terms for interim arrangement and jointly submitted, through counsel, that the interim maintenance order may be passed wherein the petitioner will be obliged to pay Rs. 25,000/- per month each to the two respondents from the date of filing of the main petition under Domestic Violence Act before the Metropolitan Magistrate by 10th of each succeeding English calendar month, month by month, till the final order is passed on the main petition, the payments made earlier or hereafter including Rs. 5 lakhs, as aforesaid, being subject to adjustment. It was also agreed by both sides that while the petitioner will be obliged to make the payment of current maintenance allowance at the aforementioned rates, he would be further obliged to clear the arrears in terms of the modified order, after adjusting the payment earlier made, in nine monthly instalments, the first of such monthly instalment of arrears to commence from March, 2019 onwards. Ordered accordingly.

It is, however, made clear that in case there is any default in payment of interim maintenance for any month, or any of the aforementioned instalments of arrears, the entire balance will become recoverable forthwith and, for this, the Metropolitan Magistrate will have the power and jurisdiction to enforce recovery in accordance with law.

The petition and the applications filed therewith are disposed of in above terms.

Nothing in this order shall be treated as expression of opinion on merits of the contentions of either side.

R.K.GAUBA, J

NOVEMBER 22, 2018/nk

CRL.M.C. 4413/2016

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