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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.REV.P. 1234/2019 and CRL.M.A. 41158/2019 & CRL.M.A. 1445/2020**

PREM LATA Petitioner
Through: Mr Sanjay Kumar, Advocate.

versus

STATE & ANR. Respondents
Through: Ms Kusum Dhalla, APP for State.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER
% **03.02.2020**

1. The petitioner has filed the present petition, *inter alia*, impugning an order dated 26.07.2019 whereby the respondent was directed to pay a sum of ₹12,000/- per month as maintenance to the petitioner.
2. The learned counsel appearing for the petitioner states that the maintenance awarded is very low and the same ought to be enhanced. He submits that the Family Court has fixed the said maintenance on the basis of the respondent's salary as disclosed in the year 2012. He submits that the respondent's salary would have been increased manifold since then and therefore, the decision of the learned Family Court in computing ₹12,000/- as maintenance is flawed.
3. Next, he submits that the maintenance ought to be awarded from the date of filing of the application and not from the date of the impugned order.
4. This Court is unable to accept that there is any manifest error in the order passed by the learned Family Court. Admittedly, the petitioner had

asserted that the respondent's salary was ₹40,000/- at the time of the filing of the petition. The Family Court accepted the said assertion and had reasoned that the said salary would have increased over a period of time. However, the respondent has since retired from service and considering the increase in his salary, his pension would not be less than ₹35,000/- to ₹40,000/-.

5. Thus, it is clear that the learned Family Court had also taken into account the probable increase in the salary of the respondent while fixing the amount of monthly maintenance. And, it is incorrect to state that the learned Family Court fixed the maintenance only on the basis of the salary that was drawn by the respondent at the time of filing the petition.

6. During the course of the proceedings, the parties had agreed that the monthly maintenance of ₹7,000/- be paid. Admittedly, the respondent continued to pay the monthly maintenance till the date of the impugned order.

7. In view of the above, the decision of the Family Court awarding maintenance of ₹12,000/- per month from the date of the impugned order cannot be faulted with as the petitioner was duly paid the maintenance as agreed between the parties.

8. This Court finds no manifest error in the impugned order. The petition is, accordingly, dismissed.

VIBHU BAKHRU, J

FEBRUARY 03, 2020
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