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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 07<sup>th</sup> July, 2020

+ WP (C) 3987/2020

SHIVANI KAUSHIK

..... Petitioner

Through: Mr. Avadh Kaushik, Advocate.

versus

INDIAN AIR FORCE & ORS.

..... Respondents

Through: Mr. Jitesh Vikram Srivastava, Sr.  
Panel Counsel with Mr. Prajesh  
V.S., Advocate for respondents  
No.1 & 2 & Wing Commander  
Shailesh Sharma.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

HON'BLE MS. JUSTICE ASHA MENON

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[VIA VIDEO CONFERENCING]

W.P. (C) No. 3987/2020

1. The petitioner, being the wife of respondent No.3 Pankaj Kumar Sharma, a Corporal in the respondents No.1 and 2 Air Force, has filed this petition averring that though respondent No.1 in exercise of powers under Section 92 (I) of Air Force Act, 1950 read with Rule 162 of the Air Force Rules, 1950 has directed

maintenance of Rs.11,800/- per month to be remitted to the petitioner out of emoluments/salary payable to respondent No.3, with effect from the month of March, 2020 but no payment has been made by the respondent No. 2 Senior Accounts Officer, Air Force Central Account Office, New Delhi till now and seeking a direction for compliance by the respondent No. 2, of the order qua payment of maintenance and which order, on enquiry is stated to be not under challenge in any proceeding.

2. The counsel for respondents No.1 and 2 appearing on advance notice states that as per the instructions received by him, a sum of Rs.11,800/- per month for the months of March and April, 2020 was sent to the petitioner by cheque and payments for the months of April, May and June, 2020 have also been made through Cheque/NEFT/ bank transfer.

3. Counsel for the petitioner states that after filing of the present writ petition, only one payment of Rs.11,800/- has been received in the bank account of the petitioner by bank transfer and the cheques/payments for the other months have not been received.

4. Since the respondents No.1 and 2, against whom the relief claimed in the writ petition is directed, have not opposed the writ petition and have rather stated that the payments demanded have already been made, it is not deemed necessary to issue notice to respondent No.3.

5. We however make it clear that this order shall not affect the

rights under the law of respondent No.3 in any manner whatsoever.

6. There appears to be a loss in transit of the payments for the months of March, 2020 to May, 2020, stated to have been sent by respondents No.1 and 2 to the petitioner vide cheques.

7. The writ petition is disposed of by directing:

- (i) The petitioner to, on or before 14<sup>th</sup> July, 2020, encash the cheques if any, received by her till 14<sup>th</sup> July, 2020.
- (ii) The petitioner to, on 14<sup>th</sup> July, 2020, at 1700 hrs or thereafter, email to the respondent No.2 at [personal.wel@gov.in](mailto:personal.wel@gov.in), whether she has received any cheques or if she has received any other payments besides the one of Rs.11,800/-, today stated to have been already credited to her account.
- (iii) The respondent No.2 to, on receipt of the said email, stop payment of the cheques stated to have been earlier issued, if not encashed till then, and on or before 30<sup>th</sup> July, 2020, electronically transfer to the account of the petitioner, the payment, if any due for the months of March, 2020 till May, 2020.
- (iv) Unless there is any interference with the order

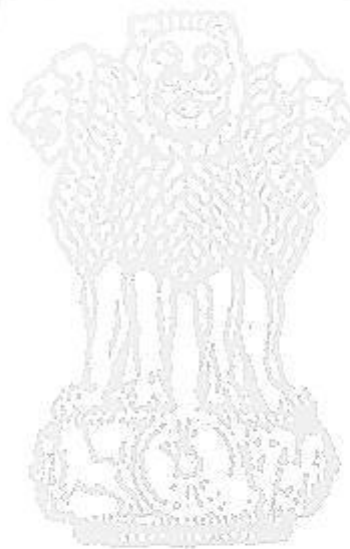
directing such payment of maintenance to the petitioner, the respondent No. 2 to, in future, also continue to electronically remit the payment regularly.

**RAJIV SAHAI ENDLAW, J.**

**ASHA MENON, J.**

**JULY 07, 2020**

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