

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

105

CRR(F)-108-2020

Date of Decision : 22.03.2023

Chanchal Singh Saini

..... Petitioner

Versus

Lalita Devi Saini and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mr.Munish Puri, Advocate
for the petitioner.

JAGMOHAN BANSAL, J. (Oral)

The petitioner through instant petition is seeking quashing of order dated 05.11.2019 whereby Family Court, Pathankot, in terms of Section 127 of Cr.P.C. has enhanced maintenance from Rs.5,000/- to Rs.10,000/- per month.

Learned counsel for the petitioner *inter alia* contends that the Family Court travelling beyond the compromise arrived between the parties has allowed the application of the respondent seeking enhancement of maintenance. The petitioner and respondent had entered into compromise dated 28.04.2012 wherein it was settled that the petitioner would pay a sum of Rs.5,000/- per month to respondent towards maintenance. The respondent in 2018 moved an application under Section 127 Cr.P.C. seeking enhancement of maintenance which vide impugned order dated 05.11.2019 has been allowed by Family Court and amount of maintenance has increased from Rs.5,000/- to Rs.10,000/- per month.

I have heard the arguments of learned counsel for the petitioner and perused the record.

From the perusal of impugned order, it is quite evident that compromise between the parties was arrived at on 28.04.2012 wherein it was jotted down that the petitioner would pay a sum of Rs.5,000/- to respondent towards maintenance. The sole contention of the petitioner is that in view of compromise, the Family Court was precluded from enhancing the maintenance. The contention of the petitioner cannot be countenanced because a sum of Rs.5,000/- per month towards maintenance was settled in 2012 and it is highly improbable that a sum of Rs.5,000/- settled by the parties was forever. The cost of living has drastically increased, thus, it seems to be unjustified and unfair to say that amount of maintenance once fixed cannot be enhanced. The argument is contrary to mandate of Section 127 Cr.P.C. No compromise can run contrary to mandate of law. The intent and purport of Section 127 Cr.P.C. is to change the quantum of maintenance in view of changed facts and circumstances. This Court does not find any infirmity in the impugned order and the present petition deserves to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

22.03.2023
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Whether speaking/reasoned	Yes/No
<i>Whether Reportable</i>	<i>Yes/No</i>