



2023/DEC/7968-DD



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: November 02, 2023

+ MAT.APP.(F.C.) 266/2023, CM APPL. 46728/2023 & 46730/2023

SH. VIJAY PINGOLIA

..... Appellant

Through: Mr. Rahul Oberoi, Ms. Mehak Bhalla
and Ms. Jhanvi Vashisht, Advocates
with Appellant-in-person.

versus

SMT. POOJA PINGOLIA

..... Respondent

Through: Counsel with Respondent-in-person.

CORAM:**HON'BLE MR. JUSTICE V. KAMESWAR RAO****HON'BLE MR. JUSTICE ANOOP KUMAR MENDIRATTA****V. KAMESWAR RAO, J. (ORAL)****CM APPL. No. 46728/2023**

1. For the reasons stated in the application, the delay of 44 days in filing the appeal is condoned.

2. Application stands disposed of.

MAT.APP.(F.C.) 266/2023, CM APPL. 46730/2023

3. The challenge in this appeal is to an order dated June 06, 2023 passed by the Judge, Family Court Central, Tis Hazari Courts, Delhi, whereby the Family Court has allowed the application filed by the respondent / applicant herein for maintenance under Section 24 of Hindu Marriage Act.

4. The case set up by the respondent before the learned Family Court is that the parties herein were married on February 18, 2018. She is Class 12th pass and is a housewife with no source of income and is totally dependent on her brother for lodging and boarding.



5. It was her case that appellant herein is employed with Life Insurance Corporation of India on monthly salary of Rs.35,000/-. He has employed three delivery boys for distributing daily newspapers and magazines in flats situated in DDA housing society, Ber Sarai (near Hauz Khas), Delhi and therefrom he earns Rs. 8,000/- to Rs. 10,000/- after deducting all the expenses.

6. The appellant has also filed a written statement, wherein he has stated that he is working as an Insurance Agent and is drawing a monthly salary of Rs. 18,500/- and at the time of marriage he used to sell newspapers in the morning and earn Rs. 8,000/- to Rs. 10,000/- per month. Apart from that he was doing a part time marketing job on daily wage basis to augment his income.

7. We note that the Family Court in paragraphs 12, 14 and 15 of the impugned order has stated as under:

“12. In his income affidavit dated 22.11.2021, he states that he is an Executive in Vipul Insurance Broker Pvt. Ltd. and his monthly income is Rs. 20,500/- and besides this he gets incentive which is about Rs.10,000/- per month. In his amended written statement dated 18.12.2020, he states that he works as an insurance agent and draws monthly salary of Rs. 18,500/-.

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14. My own assessment is that the respondent would be earning at least Rs.35,000/- per month out of all his sources of income.

15. The petitioner has no other liability to shoulder. However as stated by him he has certain loans to repay for which he is paying EMIS. Considering the above this Court directs that the respondent shall pay Rs. 10,000/- per month from the date of filing of this application under section 24 of HMA (23.09.2019) till further orders.”

8. From the above, it is noted that the conceded income of the appellant is Rs. 20,500/- and besides he gets incentive of Rs.10,000/-



per month, i.e. in total Rs. 30,500/- per month.

9. On the basis of that finding, the Family Court has granted an amount of Rs. 10,000/- per month to the respondent as maintenance from the date of filing of the application under Section 24 of the HMA.

10. The only submission made by counsel for the appellant is that the respondent is holding a pan card and as such she must be paying income tax which also denotes that she is gainfully employed.

11. We are unable to accept such a plea as such a case was not set up by the appellant before the court below. On the basis of the evidence that was available before the Family Court, the Family Court had rightly awarded the amount of Rs. 10,000/- as maintenance to the respondent.

12. During the course of hearing, we have been informed that in terms of the order passed on the last date of hearing, whereby this court though stayed the payment of the arrears of the maintenance but directed the appellant to pay Rs. 10,000/- towards maintenance, to the respondent, the cheque for the month of September 2023 given to the respondent, could not be presented because of certain discrepancy in the check.

13. Learned counsel for the appellant states, an amount of Rs. 20,000/-, i.e. Rs. 10,000/- each for the month of September, 2023 and October, 2023 has been transferred to the account of the respondent.

14. Learned counsel appearing for the respondent states, the said aspect need to be checked by the respondent by referring to her bank account.

15. Subject to the respondent ascertaining that the amount of Rs. 20,000/- has actually been credited in her account, as we are dismissing the appeal, we grant six months time as an outer limit to the appellant to pay the arrears of the maintenance as was directed by the learned Family Court.



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16. We do not see any merit in the appeal. The same is dismissed. Pending application also stands dismissed.

V. KAMESWAR RAO, J.

ANOOP KUMAR MENDIRATTA, J.

NOVEMBER 02, 2023/R