

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

260

CRR-F-571-2023(O&M)

Date of order: 05.03.2024

Bhupender Yadav

.....Petitioner(s)

Vs.

Neha Yada

.....Respondent(s)

CORAM:

HON'BLE MS. JUSTICE NIDHI GUPTA

Present:-

Mr. Manvindder Sidhu, Advocate
for the petitioner.Dr. Anand Kumar Bishnoi, Advocate and
Mr. Pardeep, Advocate
for the respondent.

Nidhi Gupta, J.

Challenge in the present petition filed by the husband is to order dated 20.02.2023 passed by learned Additional Principal Judge, Family Court, Gurugram in case bearing No.MNT125/335/2020 titled as "Neha Yadav Vs. Bhupender Yadav" whereby the petitioner has been directed to pay Rs.1,00,000/- per month as interim maintenance and Rs.50,000/- per month as notional rent to the respondent/wife.

2. Learned counsel for the petitioner inter alia submits that the petitioner was married to the respondent on 28.02.2020. No child was born out of this wedlock. It is submitted that the parties lived together for barely 3 months as the respondent left the matrimonial home on 18.05.2020.

3. Learned counsel for the petitioner submits that the petitioner is not earning. His parents have disowned him and have ousted him from the house. Even a news item dated 25.07.2020 (Annexure P3) to this effect, was published. Thereafter, the petitioner is residing in a rented accommodation as is evident from rent deed (Annexure P4). Currently, the petitioner is doing a private job and is getting a meager salary of Rs.12,000/- per month; whereas as per income tax return for the assessment year 2020-21 (Annexure P5), the respondent is employed with Laxmi Reddy Mix Pvt. Ltd. Rajpura Road, Rewari and is getting a salary of Rs.18 lakh per annum. It is submitted that accordingly, the maintenance as directed to be paid, by learned Family Court is unjustified.

4. Learned counsel further refers to order dated 19.04.2023 passed by a Co-ordinate Bench of this Court, whereby the parties were referred to the Mediation & Conciliation Centre of this Court. It is submitted that thereafter a Settlement dated 3.8.2023 was entered into between the parties as per which the petitioner was to pay Rs.90 lakh to the respondent. It is stated that however, the respondent has resiled from the said Settlement.

5. In this regard, Learned counsel refers to order dated 10.11.2023 passed by learned Family Court, Gurugram, wherein it is recorded that the respondent had stated before the said Court that *"She is not satisfied with the settlement dated 03.08.2023 and she does not want to settle the matter"*. As such, the matter was adjourned to 26.04.2024 before the learned Family Court. Learned counsel accordingly contends that

it is not the petitioner who has resiled from the settlement, but it is the respondent.

6. Per contra, learned counsel for the respondent/wife submits that the respondent was studying at the time when the impugned maintenance of Rs. 1.5 lac per month was granted to her. However, it is admitted that Settlement deed dated 03.08.2023 was entered into between the parties before the Mediation & Conciliation Centre of this Court, whereby the petitioner had to pay Rs.90 lakhs to the respondent. It is stated that this amount was to be paid in 3 installments - Rs.35 lakh at the time of recording of first motion statement in petition under Section 13-B of Hindu Marriage Act, 1955; Rs.20 lakh will be paid by the petitioner by way of demand draft in name of the respondent at the time of quashing of FIR No.103 dated 23.11.2020 registered under Sections 406, 498-A, 506 and 34 IPC at Police Station Women, Sector 51, Gurugram; and Rs.35 lakh to be paid by the petitioner at the time of recording of second motion statement. It is stated that however, the petitioner has failed to fulfil his part of the said settlement.

7. Learned counsel for the petitioner counters this contention made on behalf of the respondent and refers to zimni order dated 09.11.2023 passed by learned Family Court, wherein it has been recorded that the petitioner was ready with the demand draft of Rs.35 lakh; and the articles mentioned in Clause-(f) of the settlement agreement have already been handed over to the respondent.

8. No other argument is made on behalf of the parties.

9. I have heard learned counsel for the parties and perused the case file in detail.

10. Perusal of record of the case shows that the learned Family Court has passed the impugned order dated 20.02.2023 on the premise that the petitioner and his family members are running businesses and own various properties. However, the said businesses are owned by father of the petitioner. Admittedly too, the petitioner has been disowned by his father as is evident from news clipping (Annexure P3) dated 25.07.2020. Nothing to the contrary has been shown by counsel for the respondent. Moreover, it has not been denied by the respondent that she is well-qualified i.e. she has done LLB and is earning Rs.18 lakh per annum.

11. In these circumstances, reference may be made to judgment of High Court of Delhi in **“Anju & Others Vs. Rinku Dahiya” 2023 SCC online DEL 6529**, wherein it has been held as under:-

“11. We observe that in the present case, where both the spouses are equally qualified and are earning equally, interim maintenance cannot be granted to the wife under Section 24 of the Act. The object of Section 24 of the Act is to ensure that during the matrimonial proceedings under HMA either party should not be handicapped and suffer any financial disability to litigate only because of paucity of source of income. The provision for interim/pendent lite maintenance has been made only to help either spouse to sail through the litigation expenses and also to ensure that they are able to live comfortably. The proceedings under Section 24 of the Act are not intended to equalize the income of both the spouses or to give an interim maintenance which is commensurate to maintain a similar life style as the other spouse as has been observed by

this Court in the case of K.N. Vs. R.G MAT. APP.(FC) 93/2018 decided on 12.02.2019.”

12. As regards contention of counsel for the respondent that the petitioner had not honoured the terms of the Settlement dated 3.8.2023, the Order dated 09.11.2023 passed by learned Additional Principal Judge, Family Court, Gurugram is relevant and is reproduced hereinbelow:-

“Both the parties are present in person. It has been pointed out by counsel for the respondent that matter has already been settled and he is ready with a Demand Draft of Rs.35 Lakhs. He has also stated that articles mentioned in clause (f) of Settlement/Compromise have already been handed over to the petitioner. On asking she has stated that she has not received any articles as mentioned in clause (f) of the settlement. At this stage, Mr. Vijay Kumar mentioned in the said clause has been called. He disclosed that he collected belongings of the petitioner from the house of respondent and handed over the same to the brother of the petitioner in three gunny bags. Thereafter she again stated that she has not received any articles from the respondent. She was asked whether she was accompanied by any her family member. She disclosed that her brother was available outside the court. Her brother was called and he was asked whether he received any articles from Mr. Vijay Kumar. He accepted that he has received two gunny bags from Mr. Vijay Kumar. When the petitioner was asked as to why she flatly refused to have received any belongings from the respondent. She started making faces before the court. She has been asked to behave properly and to maintain decorum of the court, otherwise necessary proceedings shall be initiated against her for disrespect towards the court. File be put up on 10.11.2023 for further proceedings.”

13. In view of the undisputed factual and legal position as noticed above, the present petition is **allowed**. The impugned order dated 20.02.2023 is accordingly, set aside.
14. Pending application(s) if any also stand(s) disposed of.

05.03.2024

Sunena

Whether speaking/reasoned

Whether reportable

(Nidhi Gupta)

Judge

Yes/No

Yes/No