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

CRR(F)-1285-2024 (O&M)
Date of decision: 28.10.2024

Anil Bansal ....Petitioner

Versus

Neha Singla ...Respondent

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Ankur Dua, Advocate
for the petitioner.

HARPREET SINGH BRAR, J. (ORAL)

1. The present petition has been preferred against the impugned order dated 17.08.2024 passed by the learned Family Court, Rohtak under Section 125 of the Cr.P.C. vide which the interim maintenance of Rs.10,000/- per month was awarded to the respondent.

2. The marriage between the petitioner and respondent was solemnised on 04.02.2017 in accordance with Hindu rites and rituals. Out of this wedlock, no child was born. However, matrimonial dispute ensued between the couple and the respondent filed a petition under Section 125 Cr.P.C. seeking maintenance. The petitioner filed a reply and contested the claim made by the respondent. The learned Family Court vide order dated 17.08.2024 granted interim maintenance allowance of Rs.10,000/- per month in favour of the respondent. Aggrieved by the same, the petitioner has approached this Court by filing the present petition.

3. Learned counsel for the petitioner *inter alia* contends that the learned Family Court has fallen into grave error by awarding an amount of

Neha
2024.10.29 13:50
I attest to the accuracy and
integrity of this document

Rs.10,000/- as interim maintenance allowance to the respondent/wife. He further submits that the respondent is highly qualified having a Post Graduation degree in Project Management and she has several years of experience in the field of Architecture and she has the potential to earn her livelihood. However, the learned Court below has ignored these facts and other liabilities of the petitioner. The petitioner is also maintaining his ailing mother whereas, the respondent is also receiving the rental income from the flat jointly owned by the petitioner and the respondent.

4. The object and purpose behind granting maintenance is to ensure that the dependent spouse is not reduced to destitution or vagrancy on account of failure of marriage. At the same time, a just and careful balance must be struck to ensure that this provision does not degenerate into a weapon to punish the other spouse. The Courts are required to conduct the maintenance proceedings while being alive to the legislative intent behind the provision under Section 125 Cr.P.C in its true spirit, which is to provide speedy assistance and social justice to women, children and infirm parents. The provisions of Section 125 Cr.P.C. were enacted as a measure to further social justice and protect dependent women, children and parents, which also fall within the constitutional sweep of Article 15(3) reinforced by Article 39 of the Constitution of India.

5. A three-Judge Bench of the Hon'ble Supreme Court in ***Vimala (K.) v. Veeraswamy (K.) (1991) 2 SCC 375***, speaking through Justice Fatima Beevi, opined that as follows:

> *"3. Section 125 of the Code of Criminal Procedure is meant to achieve a social purpose. The object is to prevent vagrancy and*

Neha
2024.10.29 13:50
I attest to the accuracy and
integrity of this document

> *destitution. It provides a speedy remedy for the supply of food, clothing, and shelter to the deserted wife."*

A two-Judge Bench of the Hon'ble Supreme Court in ***Kirtikant D. Vadodaria v. State of Gujarat (1996) 4 SCC 479***, speaking through Justice Faizan Uddin, opined as follows:

> *"15. ... While dealing with the ambit and scope of the provision contained in Section 125 of the Code, it has to be borne in mind that the dominant and primary object is to give social justice to the woman, child and infirm parents, etc. and to prevent destitution and vagrancy by compelling those who can support those who are unable to support themselves but have a moral claim for support. The provisions in Section 125 provide a speedy remedy to those women, children and destitute parents who are in distress. The provisions in Section 125 are intended to achieve this special purpose. The dominant purpose behind the benevolent provisions contained in Section 125 clearly is that the wife, child and parents should not be left in a helpless state of distress, destitution and starvation."*

6. Another objective the legislature has sought to achieve by this provision is to provide maintenance *pendente lite* to the applicant spouse during proceedings emerging out of matrimonial disputes so that the she/he can maintain herself/himself, have sufficient funds to pursue the litigation, and not suffer at the instance of the affluent spouse.

7. There is a general tendency on the part of the wife to amplify her needs and the husband to conceal his actual income, making it difficult to determine the earning capacity of the rival claimants with exactitude. The rival claimants must scrupulously bring on record their actual respective earning capacities in order for the Court to arrive at quantum of maintenance which is just and fair in terms of principle of equistatus. The quantum of maintenance must be justifiable and realistic to provide succour to the dependent spouse and also to avoid occurrence of the two extremes of the maintenance being either

Neha
2024.10.29 13:50
I attest to the accuracy and
integrity of this document

paltry or extravagant, ensuring that neither of the two is reduced to a life of penury. The adequacy of the maintenance allowance has to be determined by the yardstick of the dependent spouse being able to lead a life of reasonable comfort.

8. While dealing with the issue of maintenance *in extenso,* a two Judge bench of the Hon'ble Supreme Court in **Rajnesh v. Neha and another (2021) 2 SCC 324**, laid down the criteria for determining quantum of maintenance and issued the following directions:

> ***VI Final Directions***
>
> *130. In view of the foregoing discussion as contained in Part B -1 to V of this judgment, we deem it appropriate to pass the following directions in exercise of our powers under Article 142 of the Constitution of India:*
>
> ***(a) Issue of overlapping jurisdiction***
>
> *131. To overcome the issue of overlapping jurisdiction, and avoid conflicting orders being passed in different proceedings, it has become necessary to issue directions in this regard, so that there is uniformity in the practice followed by the Family Courts/District Courts/Magistrate Courts throughout the country. We direct that:*
>
> *(i) where successive claims for maintenance are made by a party under different statutes, the Court would consider an adjustment or setoff, of the amount awarded in the previous proceeding/s, while determining whether any further amount is to be awarded in the subsequent proceeding:*
> *(ii) it is made mandatory for the applicant to disclose the previous proceeding and the orders passed therein, in the subsequent proceeding;*
> *(iii) if the order passed in the previous proceeding/s requires any modification or variation, it would be required to be done in the same proceeding*
>
> ***(b) Payment of Interim Maintenance***
>
> *132. The Affidavit of Disclosure of Assets and Liabilities annexed as Enclosures I, II and III of this judgment, as may be applicable,*

Neha
2024.10.29 13:50
I attest to the accuracy and
integrity of this document

shall be filed by both parties in all maintenance proceedings, including pending proceedings before the concerned Family Court / District Court / Magistrates Court, as the case may be, throughout the country.

(c) Criteria for determining the quantum of maintenance

133. For determining the quantum of maintenance payable to an applicant, the Court shall take into account the criteria enumerated in Part B III of the judgment.

134. The aforesaid factors are however not exhaustive, and the concerned Court may exercise its discretion to consider any other factor/s which may be necessary or of relevance in the facts and circumstances of a case.

(d) Date from which maintenance is to be awarded

135. We make it clear that maintenance in all cases will be awarded from the date of filing the application for maintenance, as held in Part B-IV above.

(e) Enforcement/Execution of orders of maintenance

136. For enforcement/execution of orders of maintenance, it is directed that an order or decree of maintenance may be enforced under Section 28A of the Hindu Marriage Act, 1956; Section 20(6) of the D.V. Act; and Section 128 of Cr.P.C may be applicable. The arder of maintenance may be enforced as a money decree of a civil court as per the provisions of the CPC more particularly Sections 51, 55, 58, 60 r.w. Order XXI."

9. In view of the above, this Court finds no force in the arguments advanced by learned counsel for the petitioner as at this stage, only interim maintenance is granted to the parties which is subject to adjustment and the parties are yet to prove their respective claims by adducing evidence.

10. Having heard learned counsel for the parties and after perusing the record of the case, it transpires that the petitioner is working as a Public Prosecutor and as per the salary slip of April, 2024, his pay is Rs.96,187/- per month and thus, the Court below has duly considered the material placed before it for determining the quantum of maintenance. A careful and just balance has been drawn, keeping in view the spiralling inflation rates and high cost of

Neha
2024.10.29 13:50
I attest to the accuracy and
integrity of this document

living corresponding to the reasonable needs of the respondent. Learned counsel for the petitioner has not been able to indicate any perversity in the impugned order which warrants interference by this Court. Accordingly, the present petition is dismissed being bereft of any merit.

11. Nothing observed hereinabove shall be construed as expression of opinion of this Court on merits of the case and the trial Court shall proceed without being prejudiced by observations of this Court.

12. Pending miscellaneous application(s), if any, also stand disposed of.

(HARPREET SINGH BRAR)
JUDGE

28.10.2024
Neha

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

Neha
2024.10.29 13:50
I attest to the accuracy and
integrity of this document