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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 8966/2020, CM APPL. 28938/2020 –Stay & CM APPL.
11510/2024 –Addl. doc. (P-1).

ISHA GUPTA & ORS.

.....Petitioners

Through: Mr.Shashank Aggarwal, Adv. along
with the petitioner no.1 in person.

versus

UNION OF INDIA & ORS.

.....Respondents

Through: Ms.Radhika Bishwajit Dubey,
CGSC with Ms.Gurleen Kaur Waraich, Adv. for
R-1.

Mr.Rishikesh Kumar, ASC, GNCTD with
Ms.Sheenu Priya, Mr.Atik Gill, Mr.Sudhir
Kumar Shukla & Mr.Sudhir, Adv.

Mr.Karan Kapoor, Adv. for R-3 to 5 along with
the respondent no.3 to 5 in person.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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26.09.2024

1. The petitioner no.1, who is the daughter in law of respondent nos.3 and 4, has along with her minor daughters i.e., petitioner nos.2 and 3 approached this Court by way of the present writ petition under Article 226 of the Constitution of India assailing the order dated 21.10.2020 passed by the respondent no.2 in Case No.303/2019 under Section 23(3)(2)(1) of the Maintenance and Welfare of Parents and Senior Citizen Act 2007. Vide the impugned order, even though the marriage of the petitioner no.1 with the respondent



no.5 continues to subsist, she has been directed to vacate property bearing no. C-34-B, Gangotri Enclave, Alaknanda, New Delhi – 110019, which property admittedly belongs to respondent nos.3 & 4.

2. On 05.12.2023, this Court had after interacting with both the petitioner no.1 and the respondent no.5 granted time to the petitioner no.1 to search for a suitable accommodation in Saket, New Delhi where she could shift with both her minor children with the rent of the said premises along with electricity and water charges being paid by the respondent no.5. It appears that the parties could not arrive at any amicable solution regarding the accommodation to which the petitioner no.1 could shift on account of her claim that as the monthly rent of 2 BHK apartments in Saket, New Delhi where she could shift with the children is in the range of Rs.40,000/- to Rs.50,000/-, the respondent no.5 must pay her the said monthly rent along with electricity and water charges.
3. Today, after the matter was heard at some length, the respondent no.5 submits that in order to bring a quietus to the matter, he is willing to pay a sum of Rs.40,000/- besides electricity and water charges to the petitioner towards monthly rent of the premises to which she should immediately shift along with the two minor children.
4. The petitioner no.1, who is present in Court, submits that this offer is acceptable to her and assures that she will, along with her minor children, shift to any premises of her choice on or before 01.11.2024.



5. The statement made by both the petitioner no.1 and the respondent no.5 is taken on record.
6. Learned counsel for the petitioners, on instructions from the petitioner no.1, submits that the amount towards the monthly rent be remitted, on or before the 7th day of every month, by the respondent no.5 in her bank account, details whereof are given hereinbelow.

Account holder's name: ISHA GUPTA

Account No.: 921010046572023

Bank: Axis Bank, Swasthya Vihar, New Delhi

IFSC Code: UTIB0000055

7. At this stage, learned counsel for the petitioners submits that in order to enable the petitioners to look for a suitable accommodation, the respondent no.5 may be directed to pay the rent for the month of November in advance i.e., by 15.10.2024. The respondent no.5 has no objection to this request.
8. In the light of the aforesaid, the writ petition, along with the pending applications, is disposed of by binding the respondent no.5 to continue to pay a sum of Rs.40,000/- along with electricity and water charges to the petitioner no.1 towards alternative accommodation to which she undertakes to shift on or before 01.11.2024.

REKHA PALLI, J

SAURABH BANERJEE, J

SEPTEMBER 26, 2024

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