

***IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CRIMINAL APPELLATE JURISDICTION***

***WRIT PETITION NO. 424 OF 2025***

Srinwati Mukherji  
Age - 45 years;  
Temporarily residing at :  
3C - 1407 Mhada Complex, Prem Nagar,  
S.V. Road, Goregaon, Mumbai - 400 104.

Petitioner

***Versus***

- 1) State of Maharashtra; Respondents
- 2) Prateek Thukral  
Age - 55 years;  
Residing at : Mapsko Casa Bella Tower,  
N-2, Apartment 601 Sector 8,  
Gurugram, Haryana - 122 004;
- 3) Anil Thukral  
Age - 41 years;
- 4) Ranjana Thukral,  
Age - 39 years;  
Both 3 and 4 Residing at J8, 128,  
Rajouri Garden, New Delhi 110 027  
and  
1/80, Paschim Vihar,  
New Delhi - 110 027.

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Mr.Archit Jaykar a/w. Ms.Bhoomi Upadhyay, Advocate for the  
Petitioner.

Mrs.Dhanlakshmi S. Krishnaiyar, APP for Respondent - State.

Mr.Raghavendra S. Mehrotra a/w. Mr.Irfan Shaikh, Mr.Maddhat  
Shaikh and Mohini Tekale i/b. M/s.Lawkhart Legal, Advocate  
and Legal Consultants, Advocate for Respondent Nos.2 and 4.

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***CORAM : MANJUSHA DESHPANDE, J.***

***RESERVED ON : 18<sup>th</sup> JUNE, 2025.***

***PRONOUNCED ON : 4<sup>th</sup> JULY, 2025.***

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*Rajeshri Aher*

**JUDGMENT :**

1. Rule. Rule made returnable forthwith.
2. Writ Petition is taken up for final disposal with the consent of parties.
3. The Petitioner by this Petition is seeking directions to the Respondent No.2-husband to pay remaining two installments for the “Shared Household”, or such other amount as is payable to the developer towards the balance consideration in respect of a flat admeasuring 1029 square feet carpet area situated at Malad West, Mumbai. This prayer is made claiming to be under Section 2(s) i.e. “Shared Household”, as defined under the Protection of Women from Domestic Violence Act, 2005 (hereinafter referred to as, “the DV Act”, for brevity).
4. The Petitioner is challenging the order dated 19.10.2024 passed by the Sessions Judge at Dindoshi, Borivali Division, Goregaon, Mumbai, in Criminal Appeal No.150 of 2024, thereby confirming the order dated 03.06.2024, passed by the Additional Chief Metropolitan Magistrate, 24<sup>th</sup> Court, Borivali, Mumbai, (hereinafter referred to as “ACMM”, for brevity) in CC  
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No.182/DV/2022. Both the Courts have refused to entertain the prayer made by the Petitioner on the ground that, such prayer cannot be granted since the flat i.e. the “Shared Household” is only booked and not in possession of either of the parties, therefore it cannot be considered as a “Shared Household”, as defined under Section 2(s) of the DV Act.

5. The case of the Petitioner in the nutshell is that, the Petitioner who was residing at Kolkata married to Respondent No.2 on 11.05.2013. After her marriage, she shifted in Maharashtra and started residing at Thane alongwith Respondent No.2 in a rented premises. According to her, she was subjected to physical and emotional domestic violence by Respondent No.2. In the year 2019, Respondent No.2 shifted to Seattle in United States of America (USA). He was working as a Senior Software Development Engineer at Amazon Luna.

6. During his stay in the USA, Respondent No.2 had indulged in adulterous relationship with other woman. In February 2020, Respondent No.2 returned to Mumbai and the Petitioner and Respondent No.2 attempted to reconcile their relationship. She agreed to give a chance to their marriage, on the assurance

given by Respondent No.2 that he would permanently shift to Mumbai and would settle down and they would start their own family. As a gesture of commitment, the Respondent No.2 had executed an registered "Agreement for Sale" of a Flat No.5704 admeasuring 1029 sq. ft. carpet area, situated at Tower 3, Auris Serenity Guriya Pada, Malad West, Mumbai. The total consideration of the flat, was Rs.3,52,00,000/-. A loan of Rs.3,24,00,000/- was availed by Respondent No.2 from HDFC Bank, Malad West Branch, Mumbai.

7. After that Respondent No.2 returned to USA in March 2020. In 2021, Petitioner and Respondent No.2 were residing in a rented flat in Silver Oak Apartment, Lourdes Colony, Malad West, Mumbai. However, while residing together, it is alleged that Respondent No.2 would get angry and threatened to stop making payment towards rent, electricity etc., and he would often ask the Petitioner to go back to Kolkata and reside with her parents. It is during this period, fed up with the behaviour of Respondent No.2, the Petitioner filed DV complaint against Respondent No.2 in May 2022.

8. On 02.02.2023, an interim order was passed by the

ACMM, 24<sup>th</sup> Court, Borivali, Mumbai, directing Respondent No.2 to pay an amount of Rs.45,000/- per month as interim maintenance from the date of application. Though, Respondent No.2 was paying rent of the flat of Rs.34,000/- per month alongwith the maintenance charges of Rs.45,000/-, upto May 2022, no sooner the DV complaint was filed, Respondent No.2 stopped paying the rent for the Malad flat from June 2022. She was not in a position to continue to pay the rent as a result, she fell into arrears of rent over a year. To clear the pending dues, she was forced to sell her car and subsequently vacated the rented premises in February 2024.

9. Though order of interim maintenance was passed on 02.02.2023, the Respondent No.2 continued to disobey the interim order of maintenance. Therefore, the Petitioner was constrained to file an application for issuance of distress warrant. Accordingly on 06.07.2023, a distress warrant came to be issued by ACMM, which was also served on Respondent No.2, who was then residing at Seattle in USA. In the meanwhile, as per the schedule of payment, the 7<sup>th</sup> installment of Rs.52,32,000/- inclusive GST and TDS became due and payable to the Developer in January 2024. Considering that the

Petitioner's name is shown as a joint owner, the developer sent a demand letter to the Petitioner.

10. In response to the E-mail, Respondent No.2 sent an E-mail to the Developer's representative alleging that, the Petitioner had cheated on him, hence, he was not interested to purchase the flat. Respondent No.2 unilaterally and arbitrarily asked the developer to sell the flat to someone else. The Petitioner immediately apprised the Developer about the pendency of the DV complaint and the non-compliance of the interim order by Respondent No.2.

11. Apart from the application for issuing of lookout notice against Respondent No.2. The Petitioner has also filed an application, for directions to the employer of the Respondent No.2, to pay the arrears of interim maintenance alongwith future interim maintenance. In the interregnum, the HDFC Bank, from whom Respondent No.2 had availed the loan, contacted the Petitioner and insisted that she should pay the installments, which were due on behalf of Respondent No.2. In the meanwhile, Respondent No.2 has made ad-hoc payment of Rs.4,00,000/- to the Petitioner, towards the arrears of interim

maintenance against the due and payable sum of Rs.6,85,000/-. On receiving the notice from the Developer for cancellation of Agreement for non-receipt of installments within 30 days, an application was moved for urgent hearing of the interim application seeking directions to the Respondent-husband to pay the remaining two EMIs of the flat or direct the employer of Respondent-husband to pay the balance consideration to the developer.

12. After hearing the Interim Application at length on 04.05.2024. The ACMM passed an order on 03.06.2024 thereby refusing to entertain the prayer Clauses (a) and (b) of the Application. Prayer Clause (b) was for directions to Respondent No.2 to pay balance consideration to the developer, which was rejected. However, Prayer clause (c) came to be granted, thereby restraining Respondent No.2 from creating any third party interest in the shared household. The Petitioner preferred Appeal against the impugned order passed by the ACMM 24<sup>th</sup> Court Borivali, Mumbai, but even the Appeal preferred against the impugned order has been dismissed vide order dated 19.10.2024 by the Judge, Sessions Court at Dindoshi, Mumbai.

13. On this factual background, the Petitioner has approached this Court. Mr. Jaykar learned advocate representing the Petitioner has made following submissions:

- (i) Admittedly, there is 'domestic relationship', between the Petitioner and Respondent No.2;
- (ii) The Application is filed under Section 19(d) and (e) of the DV Act for the directions to Respondent No.2 to pay the EMI installments;
- (iii) It is claimed that since the Petitioner has no place to reside, she has filed the application seeking directions to Respondent No.2 to pay the installments of the house, which is her "Shared Household";
- (iv) The "Agreement to Sale" has already been executed in the joint names of the Petitioner and Respondent No. 2, with only two installments remaining to be paid;

- (v) Since she has no place for her own residence, she had every right to reside in the house that is on the verge of completion;
- (vi) According to the definition of “Shared Household” irrespective of the fact that whether she has any right, title or interest in the “Shared Household”, Petitioner can seek protection orders;
- (vii) In the present case, her right, title or interest in the property cannot be disputed, since she is a co-owner of the property.
- (viii) Respondent No. 2 has not taken a stand that he is economically incapacitated to pay the EMI. Relying on Section 19(6) of the DV Act, it is submitted that while making an order under Sub-section (1), the Magistrate may impose on the Respondent obligations relating to the discharge of rent and other payments, having regard to the financial needs and resources of the parties.

(ix) The Petitioner's case very much fits in Clause (6) of Section 19 of the DV Act. The definition of "Shared Household", is wide enough to encompass various circumstances in a domestic relationship, reflecting the legislature's intent to give it a wider/broader meaning. Therefore, even the future house, which the couple proposes to reside would fall within the definition of "Shared Household".

14. In this regard reliance is placed by the learned advocate appearing for the Petitioner on the Judgment of Apex Court in the case of *Prabha Tyagi Vs. Kamlesh Devi*<sup>1</sup>, wherein the Hon'ble Supreme Court has held that the expression 'right to reside in the Shared Household', would include not only actual residence, but also constructive residence in the "Shared Household". Right to reside therein, cannot be excluded *vis-à-vis* an aggrieved person except in accordance with the procedure established by law.

15. If a woman is sought to be evicted from the "Shared Household", she would be an aggrieved person.

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<sup>1</sup> (2022) 8 SCC 90  
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Relying on paragraph 42 of the judgment in of ***Prabha Tyagi Vs. Kamlesh Devi (Supra)***, it is submitted by the Petitioner that the right to reside in a shared household cannot be restricted to actual residence. Even in a case where the woman in a domestic relationship and is residing elsewhere on account of a reasonable cause, she has the right to reside in a “Shared Household”. Not only she has right to reside in the house of her husband, if it is located in another place, which is also a shared household but also in the “Shared Household” which may be in a different location, in which the family of her husband resides. Therefore, she cannot be excluded from the “Shared Household”, even if she has not actually resided therein. Hence, the right to share household includes not only actual residence, but also constructive residence in a shared household i.e. right to reside therein which cannot be excluded *vis-a-vis* an aggrieved women.

16. The learned counsel for the Petitioner has also placed on record the following Judgments:

- i. Vandana Vs. T. Srikanth<sup>2</sup>;*
- ii. Prabha Tyagi Vs. Kamlesh Devi (Supra);*

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<sup>2</sup> 2007 (5) CTC 679;  
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- iii. Aditya Anand Varma and Ors. Vs. State of Maharashtra*<sup>3</sup>;
- iv. Rashmi Mehrotra and Anr. Vs. Manvi Sheth and Anr.*<sup>4</sup> &
- v. Mst Shameema Begum Vs. Javid Iqbal Khan*<sup>5</sup>

In support of his submission about “Shared Household”, it is contended that, parties in a domestic relationship need not have resided at the place claimed as “Shared Household”; even an intention or right to reside therein would fall within the definition of “Shared Household” under Section 2(s) of the DV Act. It is his contention that while passing the impugned order, though the judgment in the case of *Prabha Tyagi Vs. Kamlesh Devi (Supra)* was brought to the notice of the judge of the Sessions Court, without taking into consideration the correct interpretation of the term “shared household”, as explained in the judgment of *Prabha Tyagi Vs. Kamlesh Devi (Supra)*, the Appellate Court has dismissed the Appeal filed by the Petitioner. According to him, the plethora of Judgments which are cited by him unequivocally makes it clear that, it is not mandatory for the aggrieved person, when she is in a domestic relationship at

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3 (2022) Bom CR (Cri) 48 : (2022) 3 AIR Bom R (Cri) 67;

4 2024 SCC OnLine Bom 351;

5 CRM(M) No.36/2023, High Court of Jammun & Kashmir and Ladakh at Srinagar;  
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any point of time, to actually reside in a “Shared Household”, with those persons against whom relief is sought, so long as the aggrieved woman had lived in a domestic relationship at any point of time, and thus acquires a right to “Shared Household” under Section 17(1) of the DV Act.

17. If a woman has a right to reside in a “Shared Household” under Section 17(1) of the DV Act, and such woman is sought to be wrongly evicted, she is a victim of domestic violence, and she can seek relief under the provisions of DV Act, including enforcement of her right to live in a “Shared Household”.

18. According to the learned Advocate, it is an undisputed fact that the Petitioner is in a domestic relationship with the Respondent No.2-husband, due to which she has every right to reside in the house of the husband. Hence, the ACMM, as well as the Sessions Judge, have failed in their duty to exercise the jurisdiction conferred upon them under the DV Act.

19. Per contra, it is contended by the Advocate Mr.Mehrotra appearing for Respondents, that the case of the Petitioner has to be viewed in the light of the definition of Section 2(s) of the DV

Act. The meaning of “Shared Household” cannot travel beyond what has been defined under Section 2(s), and interpreted by the Hon’ble Supreme Court. Though, the Petitioner has claimed relief on the basis of the definition of “Shared Household”, in the DV complaint filed by her, there is not even a whisper about the premises at Auris Serenity, Malad to be her shared household. Though the so called “Shared Household”, was booked in February 2020 itself and the DV complaint is filed in May 2022, and the order on the interim Application for rent was passed in February 2023. Despite the considerable period that has passed, during such period the Petitioner has not claimed any relief for the alleged “Shared Household”. The only prayer made in the DV complaint is to provide permanent accommodation or to compensate her monetarily in order to purchase property for herself.

20. It is the contention of the advocate Mr.Mehrotra that, Section 2(s) of the DV Act requires that, the aggrieved person should have lived in the “Shared Household”, at any stage while in a domestic relationship either singly or along with Respondent. In the present case, the Petitioner has never resided alongwith Respondent No.2 at the given address, for

which the Petitioner is seeking directions for payment of installments. The advocate for Respondent No.2 also relies on the judgment of *Prabha Tyagi Vs. Kamlesh Devi (Supra)*. According to him, the facts of case of *Prabha Tyagi Vs. Kamlesh Devi (Supra)* are totally different from that of the present Petitioner. The facts that, case of *Prabha Tyagi Vs. Kamlesh Devi (Supra)* cannot be compared to the facts of the present case.

21. The Respondents places reliance on the following judgments:

- i. *Manmohan Attavar Vs. Neelam Manmohan Attavar*<sup>6</sup>;
- ii. *Satish Chander Ahuja Vs. Sneha Ahuja*<sup>7</sup>;
- iii. *Pradeep Shriprakash Agrawal and Ors. Vs. Pratibha Pramod Agrawal*<sup>8</sup>;
- iv. *Smt.S. Vanitha Vs. Deputy Commissioner, Bengaluru Urban District & Ors.*<sup>9</sup>

It is his contention that, the subject property which is still under construction and not yet in possession of Respondent, does not fall within the ambit of Section 2(s) of the DV Act.

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<sup>6</sup> (2014) 16 SCC 711;

<sup>7</sup> (2020) 11 SCC 770;

<sup>8</sup> Cr.W.P.62 of 2021, dt.26.07.2021 (Nagpur Bench of Bombay High Court)

<sup>9</sup> 2021(15) SCC 730

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According to him, in order to attract Section 2(s), there are five different components; (i) there has to be existence of household; (ii) The aggrieved persons lives or has at any point of time lived in a domestic relationship singly or with the Respondent; (iii) the household may be owned or tenanted jointly or individually by the aggrieved person or the Respondent; (iv) either party has or had a right, title, interest or equity in the premises; and (v) it may be part of joint family property, of which Respondent is a member regardless of legal title. The learned advocate has laid emphasis on the words, “lives or at any stage has lived in a domestic relationship”. According to him, the words in the clause makes it abundantly clear that, actual residence at some point of time, either by the aggrieved party or by the Respondent is necessary. Since neither of the parties have ever resided in the said premises, or even the possession of the said proposed flat has not been handed over to the Respondent, the premises does not qualify the definition of “Shared Household”.

22. In support of his submissions, which requires party to reside in the said shared household, or atleast should be in possession of the shared household, the Respondent places

reliance on the judgment in the case of ***Manmohan Attavar Vs. Neelam Manmohan Attavar (Supra)*** . He also places reliance in the case of ***Satish Chander Ahuja Vs. Sneha Ahuja***, wherein the Hon'ble Supreme Court has emphasized the importance of actual co-habitation. According to him, the Hon'ble Supreme Court has held that the words, "lives or at any stage has lived", must be given a purposeful interpretation. The residence of aggrieved person in a household must have some permanency, fleeting or casual residence is not sufficient.

23. I have heard the respective parties at length. Upon going through the Application filed under Section 19(d) and (e) of the DV Act, it can be noticed that the Petitioner has made following prayers:

*“(a) This Hon'ble Court be pleased to pass an Order directing the Respondent No.1 to pay the remaining two installments for the Shared Household or such other amount as is payable to the Developer, towards the balance Consideration in respect of the Shared Household i.e. Flat No.5704, admeasuring 1029 sq. ft. carpet area, situated at Tower 3, Auris Serenity, Guriya Pada, Malad (West), Mumbai-400 064;*

*(b) In the alternative to payer clause (a) above, this Hon'ble Court be pleased to direct the employer of Respondent No.1 to pay the sum of the 7<sup>th</sup> and 8<sup>th</sup> installment(s) , from the salary of the Respondent, into the account of the Applicant, so that the Applicant can pay the same to the Developer;*

*(c) This Hon'ble Court be pleased to pass an Order directing the Respondent No.1 to refrain from alienating and/or disposing off and/or encumbering the Shared Household i.e. Flat No.5704, admeasuring 1029 sq. ft. carpet area, situated at Tower 3, Auris Serenity, Guriya Pada, Malad (West) Mumbai - 400 064 in any manner whatsoever;"*

24. This application is necessarily made under Section 19 of the DV Act, which provides for protection by passing residence order. The Petitioner is claiming protection by invoking Clauses (d) and (e) of Section 19 of the DV Act, which read thus:

***"19. Residence orders***

*(1) While disposing of an application under sub-section (1) of section 12, the Magistrate may, on being satisfied that domestic violence has taken place, pass a residence order*

*(d) restraining the respondent from alienating or disposing off the shared household or encumbering the same;*

*(e) restraining the respondent from renouncing his rights in the shared household except with the leave of the Magistrate;”*

25. Both the sub-sections contemplate that the aggrieved person can seek protection from dispossession of their “Shared Household”. In order to invoke Section 19 of the DV Act, the necessary condition is that there has to be a “Shared Household”. Only in case of “Shared Household”, the protection orders with regard to residence are capable of being issued by the competent Courts.

26. “Shared Household” is defined under Section 2(s) of the DV Act. Section 2(s) of the DV Act reads as under:

*“2(s) “shared household means a household where the person aggrieved lives or at any stage has lived in a domestic relationship either singly or along with the respondent and includes such a household whether owned or tenanted either jointly by the aggrieved person and the respondent, or owned or tenanted by*

*either of them in respect of which either the aggrieved person or the respondent or both jointly or singly have any right, title, interest or equity and includes such a household(s)shared household means a household where the person aggrieved lives or at any stage has lived in a domestic relationship either singly or along with the respondent and includes such a household whether owned or tenanted either jointly by the aggrieved person and the respondent, or owned or tenanted by either of them in respect of which either the aggrieved person or the respondent or both jointly or singly have any right, title, interest or equity and includes such a household which may belong to the joint family of which the respondent is a member, irrespective of whether the respondent or the aggrieved person has any right, title or interest in the shared household; which may belong to the joint family of which the respondent is a member, irrespective of whether the respondent or the aggrieved person has any right, title or interest in the shared household;”*

27. Various contingencies are contained in the definition itself, which is further interpreted by the High Courts as well as by the Hon’ble Supreme Court in their judicial pronouncements. Both the parties have produced on record various judgments in support of their own interpretation, during the course of  
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arguments. Among those judgments, the judgment of ***Prabha Tyagi Vs. Kamlesh Devi (Supra)***, has given widest interpretation of the word, “Shared Household”. To interpret the term “Shared Household”, various illustrations have been given by the Hon’ble Supreme Court.

28. Section 17 of the DV Act provides that the aggrieved person cannot be evicted or excluded from the, “Shared Household” or any part thereof by the Respondent. Aggrieved person cannot be evicted who is already sharing a household. The aggrieved person has right to stay in the household though she may not own it, irrespective of her right, title and interest, she can continue to reside in the “Shared Household”.

29. Section 19 of the DV Act whereas provides protection to the aggrieved person if Respondent is alienating, dispossessing or disposing of the “Shared Household”, or restraining the Respondent from renouncing his right in shared household. Orders under Section 19 of the DV Act are to be passed by the Magistrate on being satisfied about commission of the domestic violence.

30. In an application under Section 17 of the DV Act, it is not necessary to prove domestic violence. In the present case, the Application is filed by the Petitioner under Section 19(d) and (e) of the Act, which is reproduced hereinabove. While deciding the Application, the Additional Chief Metropolitan Magistrate 24<sup>th</sup> Court, Bandra, Mumbai, has partly allowed the Application of the Petitioner, thereby restraining the Respondent from alienating and dispossessing the Respondent from the “Shared Household”. However, the prayer clauses (a) and (b) have been rejected. It is against the order refusing to entertain the prayers (a) and (b), the Respondent have preferred Criminal Appeal before the Sessions Court at Dindoshi, Mumbai.

31. While rejecting the Appeal, the Sessions Court has held that, the flat which is claimed to be a “Shared Household” is not in a habitable condition, which is still under construction and the title has not yet devolved upon the present Respondent, who is a prospective purchaser. Therefore, the wife cannot compel the husband to complete the transaction of sale agreement, by paying remaining consideration by invoking provisions of DV Act, including her right to live in a “Shared Household”.

32. For issuing an order under Section 19 of the DV Act, there has to be a “Shared Household”, in existence. The definition of the term, “Shared Household” has been given a wider interpretation by various judicial pronouncement. After going through them, the definition of, “Shared Household” interpreted by giving various illustration which contemplates variety of situations and circumstances the Hon’ble Supreme Court in the case of *Prabha Tyagi Vs. Kamlesh Devi (Supra)*, has held that, even when a women in a domestic relationship is residing elsewhere and she has never resided in the “Shared Household” either with her in-laws or with her husband on account of reasonable cause, she has right to reside in the “Shared Household”. A woman who has resided in a domestic relationship, has right to reside not only in the house of her husband, if it is located in another place, but also in a shared household which may be in a different location in which the family or husband resides. Even, if the aggrieved person has never resided in the shared household, her constructive right to reside in the shared household has been recognized by this judgment.

33. In the present case, the flat which is booked by the Respondent is claimed to be the “Shared Household” by the Petitioner. The right of the aggrieved person is essentially based on the right to live in a household which is in existence. The protection provided under Section 19 of DV Act is a protection, from being evicted from the “Shared Household”, which aggrieved person has a right to reside under the DV Act. Even the right of aggrieved person to restrain the Respondent from alienating the shared household, is intended to protect, from being evicted from the “Shared Household”, occupied by the aggrieved person. The provision is intended to secure shelter to an aggrieved person, who has proved domestic violence, from being rendered without shelter. Both the provisions i.e. Sub - Section (d) and (e) of Section 19 of the DV Act ensures, continued residence of the aggrieved person in the premises, that is in existence and occupied by a person aggrieved.

34. In the present case, the possession of the alleged “Shared Household”, is not yet handed over, the installments are still not fully paid. In the circumstances, it would be stretching it too far to direct the Respondent to pay the remaining installments or direct the employer to deduct the installments from his salary

and pay it to the Bank. None of the parties are occupying the said premises, they have never ever resided in that flat/house, nor do they intend to live. More so, on the background of the fact that the Respondent has already initiated divorce proceedings against the Petitioner in 2020 itself.

35. The Protection of Women from Domestic Violence Act, 2005, is a social welfare legislation intended to provide protection to victims of domestic violence and abuse occurring within the family. The provisions ensure that the victims are provided financially, as well as protection from being ousted from their “Shared Household”, where the victim is residing, victim can even seek alternate accommodation, or direction to pay rent of the alternate accommodation. The victims right of residence is covered under Section 19 of the DV Act, but the kind of relief claimed by the Petitioner, unfortunately does not fit under any of the reliefs provided under Section 19 of the DV Act.

The prayer made by the Petitioner would not be maintainable since the property/flat, is still under construction and not in possession of either of the parties, therefore, it would

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not fall within the purview of “Shared Household”, as defined under Section 2(s) of the DV Act. Hence, I do not find any perversity in the findings recorded *vide* order dated 19.10.2024 passed by the Sessions Judge at Dindoshi, Borivali Division, Goregaon, Mumbai, in Criminal Appeal No.150 of 2024, thereby confirming the order dated 03.06.2024, passed by the Additional Chief Metropolitan Magistrate, 24<sup>th</sup> Court, Borivali, Mumbai, in CC No.182/DV/2022. The prayer made by the Petitioner is not capable of being granted considering the scope of Section 19(d) and (e) of the D.V. Act.

36. There is no case made out by the Petitioner for causing interference in the orders passed by both the Court by invoking powers under Article 227 of the Constitution of India.

37. In view of the above observations, the Writ Petition stands dismissed.

38. Rule is discharged.

***[MANJUSHA DESHPANDE, J.]***