



Crl.R.C.No.966 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.07.2025

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.R.C.No.966 of 2025

and

Crl.M.P.No.12876 of 2025

K.Niyazdeen

.... Petitioner

Vs

1.Mariam Banu @ Sana

2.Minor K.N.Dua Fathima @ Liyana Fathima

Represented by her mother and guardian

S.Mariam Banu @ Sana

.... Respondents

Prayer: Criminal Revision is filed under Section 438 r/w 442 of the Bharatiya Nagarik Suraksha Sanhita, 2023, praying to call for the records pertaining to the order passed by the VII Additional Family Court, Chennai, in M.P.No.261 of 2025 in M.C.No.439 of 2015 dated 17.05.2025 and set aside the same.

For Petitioner : Mr.S.Ravi

For Respondents : Dr.K.Santhakumari

ORDER

This Criminal Revision Case has been filed challenging the order dated 17.05.2025 passed in M.P.No.261 of 2025 in M.C.No.439 of 2015 by the VII Additional Family Court, Chennai, thereby dismissing



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the petition filed under Section 125 of Code of Criminal Procedure, seeking dismissal of the maintenance case in M.C.No.439 of 2015 as not maintainable.

2. The petitioner is the husband of the first respondent herein. Their marriage was solemnized on 26.01.2013 and out of the said wedlock, the second respondent was born. Subsequently, due to misunderstandings, the respondents got separated from the petitioner and are living separately. Therefore, the respondents are not able to maintain themselves and filed a petition for maintenance in M.C.No.439 of 2015. Pending maintenance case, there was a settlement entered into between the petitioner and the first respondent before the Jumma Masjid Jammath. However, thereafter, the first respondent lodged a complaint against the petitioner. The petitioner, apprehending arrest, approached this Court for anticipatory bail. Pending bail petition, the matter was referred to mediation and a settlement was arrived at before the Mediation Centre on 26.04.2016.

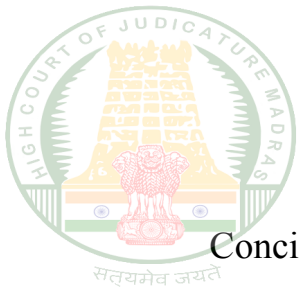
3. That apart, a joint compromise memo was also entered



into between the petitioner and the first respondent on the very same day

WEB COPY i.e., on 26.04.2016. In terms of the said compromise, the first respondent received permanent alimony and she also undertook to withdraw all civil and criminal cases against the petitioner herein. She further undertook not to initiate any fresh proceedings against the petitioner in future. Even then, the first respondent failed to withdraw the maintenance case in M.C.No.439 of 2015. Hence, the petitioner filed a petition to dismiss the maintenance case as not maintainable in view of the settlement between the parties. However, the said petition was dismissed by the Trial Court and aggrieved by the same, the present Criminal Revision Case has been filed.

4. The learned counsel appearing for the petitioner submitted that after the respondents got separated from him, they filed a petition for maintenance. Subsequently, the first respondent lodged a complaint and a CSR was issued alleging some cruelty against the petitioner. Pending investigation, the petitioner and his family members approached this Court seeking anticipatory bail in Crl.O.P.Nos.3343 & 3344 of 2016 and the same was referred to the Mediation and



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Conciliation Centre of this Court. The entire issue was settled amicably and they entered into a joint memo of compromise. Accordingly, property worth about Rs.5,00,000/- was settled in favour of the second respondent and a sum of Rs.1,20,000/- was paid towards full and final settlement. It was duly recorded that there would be no further claims between the parties. As per the settlement, both the anticipatory bail petitions were disposed of.

5. On the very same day, the petitioner and the first respondent also entered into a memo of understanding, in which, the respondents also agreed that the civil and criminal proceedings against the petitioner were withdrawn by each other. It was further agreed that the sum of Rs.1,20,000/- already paid would be treated as full and final settlement between the parties and that no further claims would subsist thereafter. The first respondent specifically undertook to withdraw the pending maintenance case in M.C.No.439 of 2015. However, the Trial Court, without considering the facts and circumstances, dismissed the petition.



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6. Per contra, the learned counsel appearing for the respondent submitted that insofar as the settlement between the petitioner and the second respondent is concerned, the petitioner had settled the property in her favour. Insofar as the return of laptop and jewels are concerned, the petitioner had paid a sum of Rs.1,20,000/- towards their value. Therefore, those settlements have nothing to do with the maintenance case. In fact, the memo of understanding dated 26.04.2016 reveals that a sum of Rs.1,20,000/- only towards compensation for jewels and the word maintenance had already been struck off, with the counter signature of the first respondent. Further, even assuming that there was a settlement in respect to other aspects, the respondents are entitled to claim maintenance. The petitioner, being the husband of the first respondent, is duty bound to maintain her till she contracts a second marriage.

7. Heard the learned counsel appearing on either side and perused the materials available on record.

8. After the marriage between the petitioner and the first respondent, they had misunderstanding and due to which, the petitioner issued a talaq notice. Thereafter, the Jumma Masjid Jammath confirmed

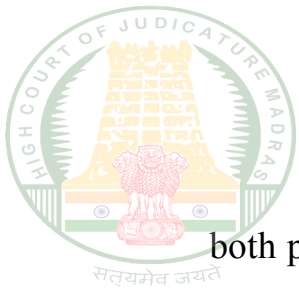


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the talaq between the petitioner and the first respondent herein on 19.08.2015. Accordingly, the petitioner purchased a property in favour of the second respondent by way of a registered sale deed dated 20.08.2015. Thereafter, the respondents filed a petition for maintenance in M.C.No.439 of 2015 on 23.09.2015. Subsequently, the first respondent also lodged a complaint alleging that cruelty against the petitioner. Pending enquiry, the petitioner and his family members filed petitions for anticipatory bail in CrI.O.P.Nos.3343 & 3344 of 2016. Pending anticipatory bail petitions, this Court referred the matter for mediation. Before the Mediation Centre, the parties had entered into a memo of compromise on 26.04.2016.

9. A perusal of the memo of compromise reveals that, at the time of dissolution of marriage between the petitioner and the first respondent, a sum of Rs.5,00,000/- was paid as permanent alimony for the benefit of the daughter, which was utilised for the purchase of the property in favour of the second respondent herein. Insofar as the return of jewels and other articles are concerned, the petitioner agreed to pay a sum of Rs.1,20,000/- in favour of the first respondent herein. Further,



both parties agreed and confirmed that they have no further claim against each other and that the said sum of Rs.1,20,000/- was accepted towards full and final settlement of all such claims. Accordingly, both the anticipatory bail petitions were disposed of and the complaint lodged by the first respondent was closed. On the very same day i.e, 26.04.2016, the first respondent entered into a memo of understanding.

10. A perusal of the memo of understanding reveals that a sum of Rs.1,20,000/- was paid as compensation towards the value of jewels and the word “maintenance” was struck off, which was duly counter-signed by both the petitioner and the first respondent. Insofar as the maintenance is concerned, there was no specific clause in the said memo of understanding declaring that the respondents are not entitled for any maintenance. Therefore, in this regard, the learned counsel for the respondent relied upon the Judgment reported in ***AIR 2001 Supreme Court 3958*** in the case of ***Danial Latifi & Anr Vs. Union of India***, in which, the Hon'ble Supreme Court of India held as follows :-

*“While upholding the validity of the Act, we may
sum up our conclusions :*

1) a Muslim husband is liable to make reasonable



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and fair provision for the future of the divorced wife which obviously includes her maintenance as well. Such a reasonable and fair provision extending beyond the iddat period must be made by the husband within the iddat period in terms of Section 3(1)(a) of the Act.

2) Liability of Muslim husband to his divorced wife arising under Section 3(1)(a) of the Act to pay maintenance is not confined to iddat period.

3) A divorced Muslim woman who has not remarried and who is not able to maintain herself after iddat period can proceed as provided under Section 4 of the Act against her relatives who are liable to maintain her in proportion to the properties which they inherit on her death according to Muslim law from such divorced woman including her children and parents. If any of the relatives being unable to pay maintenance, the Magistrate may direct the State Wakf Board established under the Act to pay such maintenance.

4) The provisions of the Act do not offend Articles 14, 15 and 21 of the Constitution of India.”

11. Thus, it is clear that the petitioner continues to be under an obligation to maintain his divorced wife. Further, as stated supra, neither the memo of compromise entered into between the parties before the Mediation Centre nor the memo of understanding contains any clause



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to the effect that the respondents had received the entire permanent alimony from the petitioner. Therefore, the Trial Court rightly dismissed the petition seeking dismissal of the maintenance case filed by the respondents as not maintainable.

12. In view of the above, this Court finds no infirmity or illegality in the order dated 17.05.2025 passed in M.P.No.261 of 2025 in M.C.No.439 of 2015 by the VII Additional Family Court, Chennai. Accordingly, this Criminal Revision Case stands dismissed. However, the Trial Court is directed to complete the trial within a period of six months from the date of receipt of a copy of this order. Consequently, connected miscellaneous petition is closed.

21.07.2025

Index : Yes/No
Internet : Yes/No
Speaking/Non Speaking order
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To

The VII Additional Family Court,
Chennai.

G.K.ILANTHIRAIYAN. J.



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