



Crl.R.C.(MD)No.54 of 2024

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 18.08.2025

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THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

Crl.R.C.(MD)No.54 of 2024

and

Crl.M.P(MD)No.711 of 2024

Veerakumar

... Petitioner/Petitioner

Vs.

1.Vasantha

2.Minor.Vidyadharshini

... Respondents/Respondents

Prayer : Criminal Revision Case is filed under Section 397 r/w 401 of Cr.P.C to call for records pertain to the judgment, dated 24.11.2023 in M.C.No.38 of 2022 on the file of the learned Family Court, Dindigul and set aside the same.

For Petitioner : M/s.D.Rajeswari

For Respondents : Mr.T.Aswin Rajasimman

ORDER

Challenging the order passed by the learned Family Court, Dindigul in M.C.No.38 of 2022, dated 24.11.2023, this criminal revision case is filed.



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2. The petitioner herein is the husband of the first respondent. The 1st respondent had filed a maintenance case before the learned Family Court, Dindigul in M.C.No.38 of 2022 under Section 125 of the Code of Criminal Procedure seeking a maintenance of Rs.10,000/- to the 1st respondent and Rs.20,000/- to the 2nd respondent, totally a sum of Rs. 30,000/- every month.

3. The crux of the 1st respondent's application before the learned Trial Court is that, the marriage between the 1st respondent and the petitioner herein was held on 10.06.2025, as a result of which the 2nd respondent was born. Due to the indifferences in their matrimony, the 1st respondent along with 2nd respondent was sent to her maternal home by the petitioner herein on 25.05.2015. Thereafter, one criminal case was also registered before All Women Police Station, Dindigul as against the petitioner herein. Under such circumstances, since the respondents were not duly maintained by the petitioner, the 1st respondent had preferred the maintenance case. A counter affidavit was also filed by the respondent/petitioner herein. The Trial Court had examined 3 witnesses



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on the side of the wife, among which the wife was examined as P.W.1 and the 2nd respondent was examined as P.W.3 and another Murugaiah was examined as P.W.2 through whom Exhibits P.1 To P.9 were marked. The husband was examined as R.W.1 and 3 documents were marked as Exhibits R.1 to R.3. On the basis of the evidence deposed and the arguments putforth by the respective parties, the learned Trial Court considering the fact that the petitioner husband is employed as Lab Technician at Annamalai University and drawing a total salary of Rs. 87,652/- and after all deductions, he is receiving an amount of Rs. 69,400/- every month, had proceeded to conclude that the wife is entitled to Rs.15,000/- as monthly maintenance and minor daughter is entitled to Rs.2,500/- as monthly maintenance and allowed the maintenance case. Challenging the same, this criminal revision case is filed.

4. The learned counsel for the petitioner submitted that the petitioner had already paid one time settlement amount to a tune of Rs. 4,00,000/- to the respondents in the criminal case by executing a compromise deed in C.C.No.236 of 2016 on the file of Judicial Magistrate at Dindigul.



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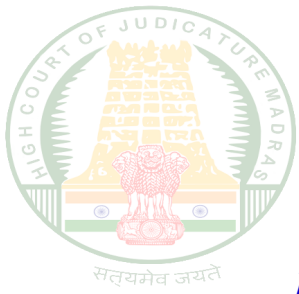
5. However, the learned counsel for the respondents submitted that entering into such a compromise in matrimonial issues are void and illegal agreement and the same is opposed to public policy. For which he relied upon a judgment of the High Court of Bombay in a case of ***Ramchandra Laxman Kamble Vs. Shobha Ramchandra Kamble & Another¹***, and the relevant portion of which is extracted as follows:

13. There are several rulings, which take the view that an agreement, in which the wife gives up or relinquishes her right to claim maintenance at any time in the future, is opposed to public policy and, therefore, such an agreement, even if voluntarily entered, is not enforceable. The two courts in the present case have basically relied upon such rulings and held that even if it is assumed that the parties had voluntarily agreed to give up their time to claim maintenance from each other, such agreement is opposed to public policy and, therefore, the same is not enforceable, or the same does not bar the maintainability of an application under [Section 125](#) of Cr.P.C. There is no jurisdictional error in the view taken by these two courts so as to warrant interference under [Article 227](#) of the Constitution of India.

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20. Division Bench of the Punjab and Haryana High Court in the case of [Ranjit Kaur vs. Pavittar Singh \(1992 Crl.](#)

¹ 2018 SCC OnLine Bom 7039



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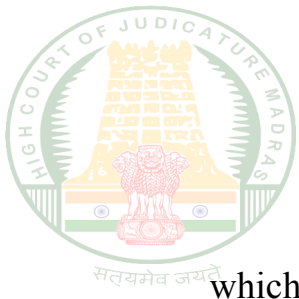
L.J 262) 8, has held that maintenance is a statutory right, which the legislature has framed irrespective of nationality, cast or creed of the parties. The statutory liability under [Section 125](#) is, therefore, distinct from the liability under any other law. Therefore, the statutory right of a wife of a maintenance cannot be bartered, done away with or negated by the husband by setting up an agreement to the contrary. Such an agreement in addition to it being against public policy would also be against the clear intendment of this provision. Therefore, giving effect to an agreement, which overrides this provision of law, that is, [Section 125](#) of Cr.P.C. would tantamount to not only giving recognition to something, which is opposed to public policy, but would also amount to negation of it. The law makes a clear distinction between a void and illegal agreement and void but legal agreement. In the former case, the legislature penalizes it or prohibits it. In the latter case, it merely refuses to give effect to it. This is what exactly [Section 23](#) of the Contract Act provides for. Thus, the agreement, whereby this statutory right of wife to maintenance was relinquished, may not per se be illegal, but it cannot be given effect to being a negation of the statutory right as provided for in this section and being opposed to public policy. However, Clauses (b) and (c) of [Section 127\(3\)](#) do not annihilate or defeat the right of the wife's future maintenance.



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6. In the present case, it is not disputed that the first respondent is well-educated, holding M.A., M.Phil., and Ph.D. degrees. However, it is equally important to recognize that education by itself cannot be a ground to deny maintenance. The first respondent is now 54 years old. Having spent the prime years of her life embroiled in prolonged matrimonial disputes and litigation, her opportunities for gainful employment have been irretrievably lost. At such an advanced age, in a society where employment opportunities are increasingly limited even for the young and able, the expectation that she could secure dignified employment merely because she is “educated” is both impractical and unrealistic. The right of a deserted wife to maintenance under Section 125 Cr.P.C. is not contingent upon her educational qualifications but upon her inability to maintain herself in the circumstances in which she has been placed. A woman who has been deprived of marital support, and who has borne the brunt of litigation for decades, cannot be expected to start afresh in her fifties by seeking employment. To hold otherwise would not only be a denial of her statutory right but would also amount to grave injustice, undermining the very purpose of Section 125 Cr.P.C.,



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which is to prevent destitution and vagrancy. The fact of petitioner having given an amount of Rd.4,00,000/- to the respondent in C.C.No. 236 of 2016 on the file of Judicial Magistrate at Dindigul will not take away the respondent's right to claim maintenance under section 125 of Cr.P.C. Thus, the reasoning of the learned Family Court that the respondent-wife, despite her education, requires financial support for her sustenance is sound and in accordance with law.

7. In view of the above, I find no infirmity in the impugned order of the learned Family Court. The Criminal Revision Case fails and is accordingly dismissed. Consequently, the connected Miscellaneous Petition is closed.

18.08.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes / No

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To

The Family Court,
Dindigul.

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L.VICTORIA GOWRI ,J.

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Order made in
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