



Crl.R.C.(MD)No.1253 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
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Reserved on : 25.02.2025

Pronounced on : 14.03.2025

CORAM:

THE HON'BLE MR.JUSTICE K.MURALI SHANKAR

Crl.R.C.(MD)No.1253 of 2023

and

CrI.M.P.(MD)No.15841 of 2023

Kuzhandhai @ Kuzhandhaisamy

... Petitioner

Vs.

Anthony Mary @ Anthonyammal

... Respondent

Prayer : This Criminal Revision Petition filed under Sections 397 r/w 401 Cr.P.C., to call for the records and set aside the order passed in M.C.No.25 of 2023 on the file of the Family Court, Sivagangai dated 27.07.2023 by allowing this criminal revision petition.

For Petitioner : Mr.K.K.Udayakumar

For Respondent : Mr.D.Venkatachalam



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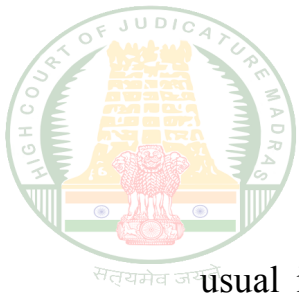
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ORDER

The Criminal Revision is directed against the order passed in M.C.No.25 of 2023 dated 27.07.2023 on the file of the Family Court, Sivagangai, granting maintenance.

2. It is not in dispute that marriage between the petitioner and the respondent was solemnized on 05.09.1980 and due to their wedlock, they were blessed with a daughter Shanthi Nirmala and a son John Sundar.

3. The respondent/wife, by alleging that the petitioner/husband had illicit affairs with their maid and when the same was questioned, the petitioner has refused to maintain the respondent, that the petitioner, who served in Army, has been receiving Rs.60,000/- as pension and is also getting rental and agricultural income and that though the petitioner is duty bound to maintain the respondent, he has neglected her, has filed a petition under Section 125(1) Cr.P.C. claiming maintenance against the petitioner. The petitioner has filed a counter statement disputing the respondent's averments and raised allegations against the respondent. As



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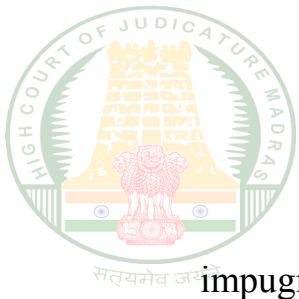
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usual in the matrimonial proceedings, the petitioner and the respondent have raised allegations and counter allegations against each other.

4. During trial, the respondent examined herself as P.W.1 and exhibited 5 documents as Ex.P.1 to Ex.P.5. The petitioner examined himself as R.W.1 and adduced no documentary evidence.

5. When the case was pending before the Family Court, the parties have entered into a compromise and filed a joint compromise memo dated 26.07.2023, wherein, the petitioner has agreed to pay monthly maintenance at Rs.25,000/- to the respondent, that he has also agreed to execute a settlement in respect of the undivided 1/6th share in the property situated at Andichoorani Village, Kalayarkovil Taluk and also execute a settlement in respect of the 5 cents situated at Andichoorani Village, Kalayarkovil Taluk and that the petitioner has also agreed to pay Rs.3,50,000/- towards respondent's jewels and LIC policy.

6. The learned Judge of Family Court, considering the evidence available on record and also the joint compromise memo, has passed the



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impugned order dated 27.07.2023 directing the petitioner to pay monthly maintenance of Rs.25,000/- to the respondent and also directed to pay the arrears within three months. Challenging the said order, the present revision came to be filed.

7. The learned counsel appearing for the petitioner would submit that the Family Court mainly relied on Ex.P.5 (joint compromise memo) and on that basis, granted monthly maintenance of Rs.25,000/- to the respondent but in the compromise, the respondent has agreed to take care of their intellectually disabled son and only on the basis of the promise given by the respondent to take care of their son, the petitioner agreed to pay Rs.25,000/- and that the respondent has failed to keep up her promise and left their son in lurch and hence, he is now under the care and protection of the petitioner.

8. The learned counsel appearing for the petitioner would further submit that the petitioner has been receiving Rs.58,700/- as pension and he is paying Rs.18,000/- as monthly interest for the loan amount of Rs.9 lakhs, that the petitioner is residing in a rental house, for which, he is



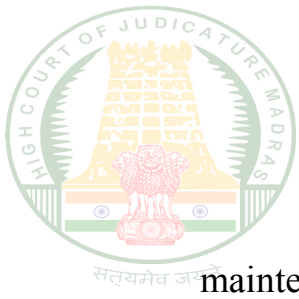
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paying Rs.10,000/- as monthly rent and is incurring medical expenses at Rs.5,000/-, that the petitioner has been paying sum of Rs.10,000/- every month to the respondent for maintaining herself and that the trial Court failed to consider the expenses incurred by the petitioner and mechanically ordered for maintenance.

9. The learned counsel appearing for the respondent would submit that the respondent has not agreed to take care of their son in the joint compromise, that the respondent had agreed to remain under the care and protection of their daughter Shanthi Nirmala and that though the petitioner has agreed to pay monthly maintenance of Rs.25,000/-, he failed to pay the amount and without complying with the terms of the joint compromise, filed the revision.

10. As rightly contended by the learned counsel appearing for the respondent, in the joint compromise memo, there is no term or clause which mandates that the respondent has to take care of their intellectually disabled son. Hence, the contention of the petitioner that the respondent has failed to keep up her promise and as such, is not liable to pay monthly



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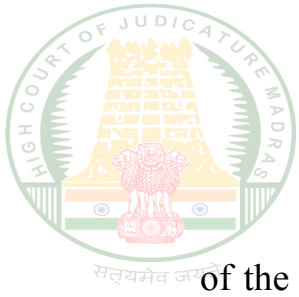
maintenance of Rs.25,000/-, cannot be sustained.

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11. According to the petitioner, he has been paying Rs.18,000/- as monthly interest for the remaining loan amount of Rs.9 lakhs due by him. Getting a loan and paying interest therefor, by no stretch of imagination, can be connected with the respondent. Just because the petitioner has been paying portion of the pension amount towards payment of interest, that cannot be taken as a reason or ground to deny the maintenance or for paying lesser amount.

12. It is pertinent to note that both the parties have entered into a compromise and only on that basis, joint compromise memo came to be filed before the Family Court. The learned Judge of Family Court, taking into consideration the joint compromise memo filed by both the parties and also the evidence available on record, has rightly awarded monthly maintenance of Rs.25,000/-. Even according to the petitioner, he has been paying only Rs.10,000/- and not as directed by the Family Court.

13. Considering the entire facts and circumstances and taking note



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of the compromise entered into between the parties and filing of the joint compromise memo before the Family Court, the impugned order passed by the Family Court cannot be found fault with. The amount awarded at Rs.25,000/- is reasonable and the same cannot said to be excessive. Consequently, this Court concludes that the revision is devoid of merits and the same is liable to be dismissed.

14. In the result, the Criminal Revision Case stands dismissed. Consequently, connected Miscellaneous Petition is closed. No costs.

14.03.2025

NCC :yes/No
Index :yes/No
Internet:yes/No
csm

To

1. The Judge, Family Court,
Sivagangai.



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K.MURALI SHANKAR,J.

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Pre-Delivery Order made in
Crl.R.C.(MD)No.1253 of 2023
and
Crl.M.P.(MD)No.15841 of 2023

Dated : 14.03.2025