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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.REV.P. 281/2019, CRL.M.A. 5278/2019**

SMT. MOHINI KUMARI

.....Petitioner

Through: Appearance not given.

versus

SH. ASHARFI LAL

.....Respondent

Through: Mr. Apoorv Singhal and Mr. Ashfaq,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

04.02.2025

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1. The present revision petition, under Sections 397/401 read with Section 482 of Code of Criminal Procedure, 1973,¹ seeks setting aside of an order dated 25th January, 2019 passed by the Principal Judge Family Court in M. No. 3/16 titled “*Mohini Kumari v. Asharfi Lal*”. Through the said common order, the Family Court decided the respective applications filed by the Petitioner and the Respondent under Section 127 Cr.P.C.

2. The parties married in 1974, and two daughters were born from this marriage. However, since 30th November, 1985, the Respondent has been residing separately from the Petitioner. On an application filed by the Petitioner under Section 125 Cr.P.C., the Trial Court, by order dated 8th March, 2006 awarded her a monthly maintenance amount of INR 4,500/-. Subsequently, the Petitioner sought an enhancement of this amount under

¹ “Cr.P.C.”



Section 127 Cr.P.C. The Respondent also invoked the same provision, seeking revocation of the maintenance order contending that the Petitioner had unjustifiably refused to reside with him, thereby disentitling her from receiving maintenance in terms of Section 125(4) Cr.P.C. Upon consideration of both applications, the Family Court, through the impugned common order, dismissed the Petitioner's plea for enhancement while allowing the Respondent's request to revoke the maintenance awarded *vide* order dated 8th March, 2006.

3. Aggrieved with the above outcome, the Petitioner has approached this Court invoking its revisional jurisdiction. In the course of these proceedings, the parties were referred to the Delhi High Court Mediation and Conciliation Centre, where, they executed a Settlement Agreement dated 1st October, 2024. As per the terms of this Agreement, the Respondent has undertaken to pay a monthly maintenance of INR 4,500/- to the Petitioner. In compliance with the agreement, the Respondent has commenced making such payments to the Petitioner, effective from 1st October, 2024. Both parties appearing in person have been duly identified by their respective counsel. The parties have expressed their acknowledgment of the terms of the settlement and have also confirmed their signatures on the Agreement. The payments made in accordance with the settlement have also been duly acknowledged by both parties.

4. In light of the aforementioned settlement, the parties jointly now pray for the disposal of the present proceedings. However, upon reviewing the terms of the settlement, the Court observed that the settled maintenance amount appeared to be on the lower side. Accordingly, the Court deemed it necessary to hear counsel for both parties to gain a better understanding of



their financial circumstances. The Petitioner resides separately and has no independent source of income, surviving solely on the maintenance amount provided by the Respondent. Although she had been employed previously, she is no longer in employment due to age-related health issues. The Respondent, on the other hand, has superannuated and now draws a pension of INR 30,000/- per month. At the same time, he asserts that he is financially responsible for the upbringing of his grandchildren, as his daughters' respective husbands do not have stable or regular incomes. To substantiate this claim, the Respondent's two daughters, who are present before the Court, have confirmed that their father provides them financial assistance in raising their children.

5. Notwithstanding the Respondent's financial obligations, the Court called upon his counsel to reconsider the possibility of enhancing the maintenance amount, in view of the Petitioner's needs. After deliberation, the Respondent, who is present in person along with his counsel, has voluntarily agreed to increase the monthly maintenance payable to the Petitioner to INR 5,500/-. Counsel for the Petitioner has also expressed agreement to this revised amount. Accordingly, the present petition is disposed of with the following directions:

5.1 The maintenance amount, stipulated in the Settlement Agreement dated 1st October, 2024, shall stand revised to INR 5,500/- per month, with the consent of the parties and their counsel.

5.2 This revised maintenance amount shall be effective from the date of the agreement, *i.e.*, 1st October, 2024. The arrears for the months of October, November and December, totalling INR 3,000/-, shall be paid to the Petitioner within two weeks from today. Thereafter, the regular monthly



payments, as agreed upon in the settlement, shall continue at the rate of INR 5,500/- per month.

5.3 These payments shall be deposited regularly into the Petitioner's bank account.

5.4 The parties shall remain bound by the aforementioned settlement agreement.

6. With the above directions, the present petition is disposed of.

SANJEEV NARULA, J

FEBRUARY 4, 2025

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