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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CRL.REV.P. 570/2019 & CRL.M.As. 10589/2023, 12089/2024**  
**GAURAV NAYYAR** .....Petitioner

Through: *Appearance not given by counsel.*  
Petitioner present (in-Person).

versus

**AARTI NAYYAR & ANR** .....Respondents  
Through: Mr. Vivendra S. Chaudhary,  
Advocate for R-2 & 3.

**CORAM:**  
**HON'BLE MR. JUSTICE SANJEEV NARULA**

**ORDER**

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**27.05.2025**

1. The present revision petition challenges the order dated 15<sup>th</sup> March, 2019, passed by the Principal Judge, Family Court, Rohini, Delhi, whereby the Petitioner has been directed to pay interim maintenance of ₹25,000/- per month to Respondent No. 2, his son, under Section 125 of the Code of Criminal Procedure, 1973<sup>1</sup>.
2. The brief factual matrix leading to filing of the instant petition is as follows:
  - 2.1. Petitioner and Respondent No. 1 got married on 8<sup>th</sup> December, 2004 and from this marriage they have one male child, Respondent No. 2, who was born on 12<sup>th</sup> January, 2006 and is now 19 years old.
  - 2.2. Although the relationship between the parties was initially amicable, it deteriorated over time due to temperamental differences and other personal reasons. The parties began living separately in May 2015, and since

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<sup>1</sup> "Cr.P.C."



then, Respondent No. 1 has been residing independently along with Respondent No. 2.

2.3. In 2018, Respondents No. 1 and 2 instituted a petition under Section 125 of the Cr.P.C., which remains pending. In the course of those proceedings, an application seeking interim maintenance was filed on behalf of both Respondents. By the impugned order, however, interim maintenance of ₹25,000/- per month was awarded only in favour of Respondent No. 2, the son.

3. Aggrieved by the award of interim maintenance, the Petitioner has preferred the present revision petition. When the matter was first listed before this Court on 21<sup>st</sup> May, 2019, the Petitioner, without prejudice to his rights and contentions, expressed willingness to pay a reduced sum of ₹17,000/- per month towards interim maintenance, and undertook to clear the outstanding arrears. This arrangement, recorded by way of an interim order, has continued to operate till date.

4. The proceedings before the Family Court have since progressed, and the main petition under Section 125 Cr.P.C. is presently at the stage of cross-examination of the Complainant's witness. Counsel for the Petitioner also confirms that all arrears up to October, 2024 stand paid, and assures the Court that the remaining outstanding dues shall be cleared within a period of two months from today.

5. In view of the above, the limited issue before this Court is whether the interim maintenance payable to Respondent No. 2 should continue at the modified amount of ₹17,000/- per month, as directed by this Court vide order dated 21<sup>st</sup> May, 2019, or whether the Trial Court's original direction awarding ₹25,000/- per month ought to be upheld.



6. Counsel for the Petitioner contends that the documents filed by Respondent No. 1 before the Trial Court demonstrate that she possesses sufficient independent means to support both herself and Respondent No. 2. It is submitted that Respondent No. 1 independently purchased a residential flat in Greater Noida for a sum of ₹45,00,000/-, and subsequently shifted to the said premises along with Respondent No. 2, without informing the Petitioner. Further, it is pointed out that she unilaterally secured admission for Respondent No. 2 in a reputed school in Greater Noida, without seeking the consent or participation of the Petitioner. Despite these circumstances, it is urged, the Trial Court took into account only the Petitioner's income while determining the quantum of interim maintenance, thereby directing payment of ₹25,000/- per month solely on that basis.

7. This Court has considered the submissions advanced on behalf of the Petitioner. At the outset, it is observed that the impugned order does not grant any interim maintenance to Respondent No. 1, and this denial is not under challenge in the present proceedings. The limited issue concerns the award of interim maintenance to Respondent No. 2, the son of the parties. On this aspect it must be emphasised that interim maintenance orders are provisional in nature, intended to operate during the pendency of the substantive proceedings. They do not constitute a final determination of rights and are subject to variation upon a comprehensive appraisal of evidence during trial.

8. Having regard to the stage of proceedings in the main petition under Section 125 Cr.P.C., which is presently at the stage of the Complainant's evidence, and considering that the interim arrangement as per this Court's order dated 21<sup>st</sup> May, 2019 has continued uninterrupted, there appears to be



no compelling reason to interfere with the said arrangement at this juncture. This view is further reinforced by the affidavit of assets and liabilities filed by Respondent No. 1 before the Trial Court, wherein she has disclosed that the approximate monthly expenditure incurred towards the care and upbringing of Respondent No. 2 is ₹35,000/-. The relevant portions of the affidavit read as follows:

**DETAILS OF DEPENDENT OF FAMILY MEMBERS**

| XX | XX                                                                    | XX                            |
|----|-----------------------------------------------------------------------|-------------------------------|
| 3  | <i>The approximate expenses incurred on account of the dependent.</i> | <i>Rs. 35000/- per month”</i> |

**DETAILS OF CHILDREN OF THE PARTIES**

| XX | XX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | XX                                                                                                              |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 4  | <i>Expenditure for maintenance of dependent children.</i><br><i>a. Towards food, clothing and medical expenses.</i><br><i>b. Towards expenses for education, and a summary of general expenses.</i><br><i>c. Towards expenses, if any, of any extra educational, vocational or professional / educational course, specialised training or special skills programme of dependent children.</i><br><i>d. Details of any loan, mortgage, charge incurred or installment plan (being paid or payable), if any, on account of any educational expenses of children.</i> | <i>Rs. 8,000/- Per Month.</i><br><i>Rs. 20,000/- Per Month.</i><br><i>Rs. 7,000/- Per Month.</i>                |
| 5  | <i>Whether any voluntary contribution by either of the parties is being made towards these educational expenses. If yes, provide details of the same. Also provide an estimate of any additional contribution that may be</i>                                                                                                                                                                                                                                                                                                                                      | <i>whole expenditure is borne by Mother Respondent No. 1 only. Father is paying only Rs. 17000/- per month.</i> |



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|  | <i>required.</i> |  |
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9. It is not disputed that Respondent No. 1 is presently employed as a Team Leader, Office Administration at Fortis Escorts Heart Institute, Okhla, New Delhi, with a monthly income of ₹84,851/-. While her affidavit indicates that she incurs expenses of approximately ₹35,000/- per month on Respondent No. 2, including ₹20,000/- towards education and ₹15,000/- towards other heads, it is equally evident that she possesses the financial means to contribute meaningfully to these expenses. In fact, the affidavit candidly states that Respondent No. 1 is currently bearing the entire financial burden, with the Petitioner contributing only ₹17,000/- per month under the interim arrangement.

10. In light of the above, this Court is of the opinion that the Petitioner's contribution of ₹17,000/- per month, is not unreasonable, particularly in view of the fact that Respondent No. 1 is gainfully employed and is in a position to support Respondent No. 2 in a substantial manner. The object of interim maintenance is to ensure that the child is not deprived of basic needs and educational continuity during the pendency of proceedings. This objective appears to be sufficiently met under the present arrangement. Therefore, in the considered view of this Court, the balance struck by the interim arrangement warrants no interference at this stage.

11. At this stage, it is pertinent to note that Respondent No. 2 attained the age of majority on 12<sup>th</sup> January, 2024. Nonetheless, he continues to pursue higher education, specifically, a Bachelor's degree in Business Administration (BBA), and is therefore not yet financially self-sufficient. The mere attainment of majority does not ipso facto extinguish a father's



obligation to provide maintenance, particularly where the child remains dependent for educational and basic needs. In this regard, reliance is placed on decision of a Coordinate Bench of this Court in **Zahir Abdullah & Anr. v. Omar Abdullah**<sup>2</sup> wherein was held:

*“28. On the aspect of maintenance being paid to a major son, the Supreme Court as well as the High Courts have concurred on the observation that attainment of majority by a son should not absolve a father of his responsibilities of maintaining his children and ensuring that they secure proper education. The Supreme Court in Kirti Malhotra v. M.K. Malhotra, 1995 Supp (3) SCC 522, had in fact noted that Rs. 1000/- per month of maintenance to an 18-year-old boy was on the lower side and directed it to be increased to Rs. 3,000/-. This direction was given despite the fact that the son had reached the age of 18. Though this Court cannot delve deep into the minute and excruciating details of the matter, it can arrive at the well comprehended conclusion that a father has an equal duty to provide for his children and there cannot be a situation wherein it is only the mother who has to bear the burden of expenses for raising and educating the children [Refer to Urvashi Aggarwal v. Inderpaul Aggarwal, 2021 SCC OnLine Del 3242].*

**29. This Court finds weight in the submission of the learned Counsel for the Petitioners that the language of Section 125 Cr. P.C. was not meant to oust the duty of the father to provide for his son. Keeping in mind the purpose and intent of the provision in question, along with the growing importance of obtaining higher undergraduate education for the purpose of securing employment, the father is legally and morally bound to ensure that his children, even if it is a major son. The Court also is inclined to agree with the argument of the learned Counsel for the Petitioners that the wife and the children must not be put in a position where they are deprived of the lifestyle and the comfort that they previously enjoyed. Even if the wife has sufficient financial means to sustain herself, the husband cannot wash his hands off the responsibilities that are bestowed upon him”**

[Emphasis supplied]

12. It is equally well-settled that a father, if possessed of sufficient means, cannot abdicate his legal and moral obligation to support his children. The financial responsibility for Respondent No. 2, who remains dependent for

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<sup>2</sup> 2023 SCC OnLine Del 5341



the duration of his education, is to be equitably shared by both parents. Respondent No. 1, as noted earlier, is employed and contributing substantially to the child's expenses. Therefore, in the considered view of this Court, the interim maintenance of ₹17,000/- per month being paid by the Petitioner under the order dated 21<sup>st</sup> May, 2019 strikes a fair and just balance, and ought to continue pending final adjudication.

13. For clarity, it is reiterated that the impugned order awarding interim maintenance is a provisional arrangement, intended solely to secure financial subsistence for Respondent No. 2 during the pendency of proceedings. It does not prejudice the rights of either party and shall be subject to re-evaluation at the final stage based on the evidence led by both sides.

14. In view of the above discussion, the present petition is disposed of, along with pending applications, with a direction that the interim arrangement dated 21<sup>st</sup> May, 2019 shall continue until final disposal of the main petition under Section 125 Cr.P.C.

**SANJEEV NARULA, J**

**MAY 27, 2025/as**