



2025:DHC:11237



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Date of Decision: December 11, 2025***+ **CRL.REV.P.(MAT.) 230/2025 & CRL.M.A. 15290/2025**

DAVINDER SINGH ALIAS DEVENDERPetitioner

Through: Mr. K.G. Seth, Adv. with
Petitioner in person

versus

ANGURI DEVI & ANR.Respondents

Through: Ms. Vrinda Bhandari &
Ms. Pragya Barsaiyan,
Advs. (DHCLSC)**CORAM:****HON'BLE MR. JUSTICE AMIT MAHAJAN****AMIT MAHAJAN, J. (Oral)**

1. The present petition is filed against the judgment dated 17.02.2025 (hereafter '**impugned judgment**') passed by the learned Family Court, West District, Tis Hazari Courts, Delhi in MT No. 663/2018.

2. By the impugned judgment, the learned Family Court, in an application filed by Respondent No. 1 (mother of the petitioner) under Section 125 of the Code of Criminal Procedure, 1973 ('**CrPC**'), directed the petitioner to pay a sum of ₹15,000/- per month as maintenance to Respondent No. 1.

3. This Court, in the order dated 23.07.2025, noted the

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Respondent No. 1's claim that a sum of ₹6,25,000/- is pending towards arrears of maintenance. The figure as noted in the said order was disputed by the learned counsel for the petitioner who stated that a sum of ₹2,00,000/- was pending as arrears. This Court, on that occasion, stayed the execution of impugned judgment subject to the petitioner depositing a sum of ₹2,00,000/- with this Court within a period of four weeks and continuing to pay the monthly maintenance. Further, considering the relationship between the parties, they were directed to make efforts to arrive at an amicable solution.

4. On the next date of hearing, that is on 10.10.2025, it was informed that the order dated 23.07.2025 had not been complied with and further time of two weeks were given to deposit the amount of ₹2,00,000/-

5. Today, pursuant to the order passed by this Court, a sum of ₹1,00,000/- has been paid by the petitioner to Respondent No. 1 by way of demand draft no. 488798 dated 10.12.2025 drawn on Punjab National Bank.

6. The Mediation Report dated 10.12.2025 recorded by the Delhi High Court Mediation and Conciliation Centre highlights that the meetings were held on 28.07.2025, 08.08.2025, 22.08.2025, 10.09.2025, 25.09.2025, 08.10.2025, 16.10.2025, 31.10.2025, 24.11.2025 and 05.12.2025 with the parties and/or their respective counsels, and that even though the matter was discussed at length, no settlement could be arrived at between the

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parties. This Court thus deems it apposite to consider the present petition on its merits.

7. Briefly stated, Respondent No. 1/mother of the petitioner had filed an application under Section 125 of the Code of Criminal Procedure, 1973 ('CrPC'). The husband of Respondent No. 1 is stated to have expired on 14.03.2017 post which she became dependent on her son for her maintenance. During the course of the proceedings, by order dated 28.09.2019 passed by the learned Family Court, the petitioner was directed to pay a sum of ₹15,000/- as interim maintenance to Respondent No. 1. The said order granting interim maintenance was thereafter challenged by the petitioner before this Court. Subsequently, this Court by order dated 23.12.2019 in CRL. REV. P. 1314/2019 upheld the order dated 28.09.2019 passed by the learned Family Court directing the petitioner to pay a sum of ₹15,000/- as interim maintenance to Respondent No. 1. This Court, however, placing reliance on the judgment of the Hon'ble Apex Court in the case of *Vijaya Manohar Arbat v. Kashirao Rajaram Sawai : (1987) 2 SCC 278* and noting the responsibility of the daughter to maintain her mother had directed the impleadment of Respondent No. 2/daughter of Respondent No. 1.

8. By the impugned judgment, the learned Family Court directed the petitioner to pay a sum of ₹15,000/- as maintenance to Respondent No. 1. It was noted that while Respondent No.2 was equally responsible to maintain her mother, there existed

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of income. It was noted that it was not even the case of the petitioner that Respondent No. 2 was ever employed and had any source of income at any point of time. It was noted that while the petitioner relied on an affidavit dated 03.04.2017 purported to be executed by Respondent No. 2 thereby admitting that their father had purchased a property for her, the said affidavit was alleged to be forged and fabricated and the petitioner could not bring any cogent evidence to prove that his father purchased any property for Respondent No. 2. It was noted that even otherwise, the petitioner never asserted that Respondent No. 2 had any income from the property.

9. The learned Family Court noted that while the petitioner claimed that he was merely a property dealer and had no source of income, his lifestyle indicated otherwise. It was noted that as per his own admission, the petitioner claimed to have been paying a '*huge amount*' for the fee of his children. It was noted that the petitioner owned three vehicles and the bank statement of the petitioner indicated transactions in lakhs in addition to regular credit ranging between ₹20,000-₹50,000/-. Consequently, considering the overall circumstances, the learned Family Court assessed the income of the petitioner to be ₹50,000 - ₹60,000/- per month.

10. It was further noted that in his cross examination, the petitioner himself admitted that he had withdrawn a sum of ₹17 lakhs from his father's bank account as nominee. It was further

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petitioner is in control and possession of the properties bearing nos. I-177 and H-55 both in Karampura, Delhi and was also earning rental income from one of the properties. It was noted that while the petitioner claimed to have inherited the properties by virtue of a registered 'will', no such 'will' could surface during the course of the trial. Consequently, the learned Family Court, considering the totality of circumstances, directed the petitioner to pay a sum of ₹15,000/- per month as maintenance to Respondent No. 1 from the date of filing of the petition till she is legally entitled to receive the same.

11. Aggrieved by the same, the petitioner has filed the present petition.

12. The learned counsel for the petitioner submits that the petitioner does not dispute his responsibility to maintain his mother. It has however been argued that the present petition has only been filed by Respondent No. 1 at the instigation of Respondent No.2/sister of the petitioner to extort money from the petitioner and it has been emphasised that the chief beneficiary of the maintenance amount is Respondent No. 2. He submits that the petitioner is only a shopkeeper and is earning a meagre amount.

13. *Per contra*, the learned counsel for the respondents submits that the impugned judgment is well reasoned and warrants no interference by this Court. She submits that the petitioner is in control of two properties bearing nos. I-177 and

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H-55 both in Karampura, Delhi and is also earning rental income from one of the properties.

14. The scope of revisional jurisdiction under Sections 397 and 401 of the CrPC is narrow and circumscribed. Interference is warranted only where the impugned order suffers from patent illegality, perversity, gross impropriety, or results in miscarriage of justice.

15. It is pertinent to note that Section 125 of the CrPC, in unambiguous terms, lays down the duty of any person having sufficient means to maintain his parent. The same reads as under:

“125. Order for maintenance of wives, children and parents.—(1) If any person having sufficient means neglects or refuses to maintain—

(a) his wife, unable to maintain herself, or

(b) his legitimate or illegitimate minor child, whether married or not, unable to maintain itself, or

(c) his legitimate or illegitimate child (not being a married daughter) who has attained majority, where such child is, by reason of any physical or mental abnormality or injury unable to maintain itself, or

(d) his father or mother, unable to maintain himself or herself,

a Magistrate of the first class may, upon proof of such neglect or refusal, order such person to make a monthly allowance for the maintenance of his wife or such child, father or mother, at such monthly rate, as such Magistrate thinks fit, and to pay the same to such person as the Magistrate may from time to time direct:.....”

16. The usage of the term ‘his’ in clause (d) was interpreted to even include daughter in the case of ***Vijaya Manohar Arbat v. Kashirao Rajaram Sawai*** (*supra*). It was noted that the term ‘his’ as appearing in Section 125(1)(d) of the CrPC included both



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a male and a female. It was noted that even daughter, whether married or unmarried, having sufficient means is liable to maintain her parent. It was further noted that before passing maintenance in favour of the parent against the married daughter, the Court ought to be satisfied that the daughter has sufficient means of her own which is independent of the means/income of the husband.

17. From a perusal of the record, it is apparent that the learned Family Court considered all the contentions raised by the petitioner. The relationship between the parties is not disputed. The petitioner is the son and Respondent No. 2 is the daughter of Respondent No. 1. It is relevant to note that Respondent No. 1 post the demise of her husband was dependent on her children for her maintenance. It is borne out from the record that Respondent No. 2 does not have any independent source of income. Even though a contention in that regard was pressed before the learned Family Court that the petitioner's father had purchased a property for Respondent No. 2, the same could not be proved during the course of the proceedings.

18. It was noted that the petitioner only relied upon a photocopy of the affidavit purportedly executed by Respondent No. 2 claiming that their father purchased a property for her, however, the veracity of the same was in dispute. It was noted that the petitioner could not bring forth any cogent material on record to prove that his father had purchased a property for

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Respondent No. 2 or in any event, show that Respondent No. 2

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was making any income out of the said property. The only thing that the record revealed was that Respondent No. 2 is a housewife dependent upon her husband for her day-to-day expenses. Even before this Court, no contention *qua* Respondent No. 2 having sufficient means has been pressed. Consequently, this Court is in agreement with the view taken by the learned Family Court that Respondent No. 2 cannot be made liable to maintain Respondent No. 1.

19. Insofar as the petitioner is concerned, it is pertinent to note that the petitioner though claims that he is a shopkeeper, he has not disputed the assessment of his income by the learned Family Court. The learned Family Court noted that the petitioner owned three vehicles and that his bank statement reflected that he had heavy transactions ranging in lakhs of rupees. The bank statement of the petitioner would further reveal regular credit entries ranging between ₹20,000-₹50,000/-. The record further reveals that during his cross-examination, the petitioner admitted to withdrawing ₹17 lakhs from his late father's bank account.

20. Admittedly, even before this Court, the petitioner has not disputed that he is in possession of two properties bearing nos. I-177 and H-55 both in Karampura, Delhi and has also admitted to be earning rental income from one of them though it is claimed that the petitioner is only earning a meagre amount from the said property. At this stage, it is pertinent to note that during his cross examination on 20.10.2023, the petitioner had admitted that he is

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fetching rent of ₹18,000/- per month from the property bearing

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no. I-177 Karampura, Delhi. The conflicting stance taken by the petitioner in regard to the rental income *prima facie* evidences that the petitioner is attempting to conceal his income. Considering the lifestyle of the petitioner, and the totality of circumstances, this Court does not find any infirmity in the assessment of the income of the petitioner at ₹50,000-60,000/- per month. The petitioner is also stated to have two children – one son aged about 24 years and one daughter aged about 22 years. Any information pertaining to whether the petitioner's son is still financially dependent on the petitioner or not, however, has not been furnished. In such circumstances, the impugned judgment granting maintenance to the tune of ₹15,000/- per month to Respondent No. 1 is reasonable and warrants no interference.

21. At this stage, this Court also deems it expedient to take note of the contention of the petitioner that he is not shying away from his obligation to maintain his mother, and that it has only been urged that the chief beneficiary of the maintenance amount is the petitioner's sister/Respondent No. 2 on whose instigation the application seeking maintenance was filed. It is pertinent to note that even if the case of the petitioner is taken at the highest, and it is assumed that Respondent No. 2 instigated Respondent No. 1 to file the application under Section 125 of the CrPC, the same does not dilute the obligation of the petitioner as enshrined under Section 125(1)(d) of the CrPC to provide for his old and ailing mother. The responsibility of the petitioner to maintain his

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mother is both moral and legal and is *de hors* any animosity that might be prevailing between Respondent No. 2 and himself.

22. In the light of the aforesaid discussion, this Court does not find any infirmity in the impugned judgment and the same cannot be faulted with.

23. The present petition is accordingly dismissed. Pending application also stands disposed of.

AMIT MAHAJAN, J

DECEMBER 11, 2025

“SS”

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