



\$~70

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.REV.P.(MAT.) 355/2025 & CRL.M.As. 22576/2025,
22577/2025

AZAM HUSSAIN

.....Petitioner

Through: Mohd. Shamikh and Mr. M.R. Zaidi,
Advocates.

versus

TANVIR & ANR.

.....Respondents

Through: Ms. Heena and Mohd. Hasan,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

04.08.2025

%

1. The present revision petition filed under Section 438 read with Section 442 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (corresponding to Section 397 read with Section 401 of the Code of Criminal Procedure, 1973²) is directed against order dated 1st May, 2025, passed by the Family Court-02 North East, Karkardooma Courts, Delhi in MT No. 279/2024 titled *Smt. Tanvir & Ors. v. Sh. Azam Hussain*. By the impugned order, the Court, while adjudicating the Section 125 CrPC application, has granted a monthly interim maintenance of INR 6,000/- to Respondent No. 1 and INR 4,000/- to Respondent No. 2 from the date of filing of the application till further order.

2. The Petitioner married Respondent No. 1 on 6th July, 2023, in

¹ "BNSS"



accordance with Muslim rites and customs. From this marriage, the parties have one daughter, aged one and a half years, who is in the custody of Respondent No. 1. Due to marital discord and differences, the parties have separated.

3. At the outset, it is important to note that the order under challenge pertains to *interim maintenance*, a purely interlocutory arrangement intended to provide sustenance during the pendency of the main proceedings. Such orders are inherently fluid and provisional in nature, meant to address immediate needs without foreclosing or predetermining issues that will be adjudicated at trial.

4. It is well settled that, while adjudicating an application for interim maintenance, the Court is not required to undertake a meticulous assessment of evidence akin to a full-fledged trial. Instead, the Court is expected to make a broad and reasonable estimation based on the financial disclosures placed on record.

5. Counsel for the Petitioner urges that the maintenance awarded is excessive and does not commensurate with the Petitioner's earning. He emphasizes that the Petitioner is a labour and earns only INR 12,000/- and relies on an income certificate issued by the Tehsildar, District Meerut, Uttar Pradesh.

6. Despite the above, the Family Court made a *prima facie* assessment that the Petitioner's income falls between INR 15,000/- to INR 20,000/- per month, based on the following reasoning:

"12. The respondent has stated in his income and expenditure affidavit that he is a labour and earning about Rs.12000/- per month and also filed a copy of the income certificate issues by Tehsildar, District Meerut,

² "CrPC"



Uttar Pradesh. The respondent has also placed on record his bank statement of HDFC Bank, Sheela Palace Branch, Meerut City, UP for the period from 03-01-2023 to 08-11-2023 only of one year when directions was given to file the Bank statement of the last three years. Although in his income affidavit it is mentioned by the respondent in para F(9) that he has furnished all accounts for the last three years. This very conduct of the respondent shows that he is intentionally concealing his true income. However, the bank statement for the year 2023 reflects entries such as on 07-07-2023 of Rs.1,50000/- of which no explanation given and further continuous entries of Rs.2000/- and more in a month only. There is also credit entry of Rs.20,400/- on 27-01-2023. No bank statement filed by the respondent for the year 2022 and 2024. From the perusal of the bank statement of respondent, it can be assessed at this stage that respondent is earning more than Rs.12000/- and his income is assessed between Rs.15000/- to Rs.20,000/- per month.

13. The respondent has moral and social duty to maintain her wife and children. In the facts and circumstances of the case and considering the consumer price index, inflation, basic minimum requirement of a person in the city like Delhi and also keeping in view the needs and expenses of the petitioner no. 1 and minor child, the petitioner no. 1 and 2 are held entitled for interim maintenance from the respondent. Accordingly the respondent is directed to pay maintenance of Rs.6,000/- per month to the petitioner no. 1 and Rs.4000/- per month to the petitioner no.2 from the date of filing of the application till further order, which is payable on 10th of each succeeding calendar month.”

7. The Family Court has disregarded the Petitioner’s income certificate primarily on account of the concealment on the part of the Petitioner for not producing bank statements for all the 3 years as directed. Moreover, the Trial Court has come to the conclusion that the Petitioner is unable to explain the entry of INR 1,50,000/- in the bank account, which was a substantial amount.

8. Regarding the sum of INR 1,50,000/-, the Petitioner submits that it was a gift, an electronic transfer made by the brother of Respondent No. 1 at the time of marriage. He contends that this explanation was placed before the Family Court, but was not taken into account. He further states that the



bank statement for 2022 was, in fact, filed on record, and that the Trial Court erred in observing otherwise in the impugned order. As for the bank statement for 2024, the Petitioner undertakes to file the same before the Trial Court within one week from today.

9. Counsel for the Respondents, on the other hand, points out that the Petitioner has not paid any amount since the parties' separation.

10. Considering that certain material facts appear to have escaped the Family Court's attention, specifically, that the 2022 bank statement was filed and that there is a cogent explanation for the INR 1,50,000/- entry, the Court is of the considered view that the present petition can be disposed of with the following directions:

- (i) The impugned order dated 1st May, 2025, is set aside and the matter is remanded back for fresh consideration.
- (ii) The Petitioner shall within two weeks from today, make a payment of INR 30,000/- calculated @ INR 5,000/- per month from the date of filing of the application by the Respondents towards arrears.
- (iii) Further, the balance amount @ INR 5,000/- per month shall be paid within two weeks thereafter towards arrears.
- (iv) The Petitioner shall continue to pay the maintenance at the same rate till such time the decision is rendered by the Trial Court on interim maintenance.
- (v) The Petitioner shall within one week from today also file the complete statement of account for the period from 1st March, 2022 till 31st July, 2025 before the Trial Court.

11. It is clarified that the above observations are purely *prima facie* in nature, and the Trial Court shall decide the matter afresh on the basis of the



record, in accordance with law.

12. The award of maintenance @ Rs. 5,000/- per month is only tentative in nature and shall be treated as “*ad-interim maintenance*”, which shall be subject to revision by the Trial Court at the stage of grant of interim maintenance, in accordance with law.

13. All rights and contentions of the parties are left open.

14. The present petition is disposed of with the above directions along with pending applications.

SANJEEV NARULA, J

AUGUST 4, 2025

as