

**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**102**

**CWP-7702-2026**

**Date of Decision : March 18, 2026**

**KASHMIR KAUR**

**-PETITIONER**

**V/S**

**APPELLATE TRIBUNAL CUM DISTRICT MAGISTRATE, MANSA  
AND OTHERS**

**-RESPONDENTS**

**CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI**

Present: Mr. Bhanu Chaudhary, Advocate  
for the petitioner.

Mr. Sahil R. Bakshi, A.A.G., Punjab.

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**KULDEEP TIWARI, J. (ORAL)**

1. The present writ petition has been filed by a sexagenarian senior citizen challenging the legality of the order dated 01.10.2025, whereby her appeal under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as the “Act of 2007”) was dismissed by respondent No.1- Appellate Tribunal.

2. Learned counsel for the petitioner, referring to the order dated 15.11.2017 passed by the Maintenance Tribunal, submits that in addition to paying the lease amount calculated @ ₹20,000/- per acre for six acres of land, respondent No.3 is also liable to pay an additional sum of ₹10,000/- as maintenance to the petitioner, as explicitly undertaken in his statement. As respondent No.3 neither paid the total lease amount nor the maintenance sum as directed by the Maintenance Tribunal, the petitioner filed a further application under the Act of 2007 seeking execution of the order dated 15.11.2017. The said application, however, stood dismissed vide order dated

23.06.2025 on the ground that respondent No.3 had already paid ₹8,40,000/- out of the outstanding ₹9,00,000/- and had undertaken to pay the remaining ₹60,000/- shortly. The appeal filed against the said order was also dismissed vide the impugned order dated 01.10.2025, propelling the petitioner to approach this Court for execution of the Maintenance Tribunal's order dated 15.11.2017 in its entirety.

3. Before examining the contentions raised by learned counsel for the petitioner, it is deemed imperative to make a survey of the directions issued by the Maintenance Tribunal in its order dated 15.11.2017, the relevant portion whereof is extracted hereunder:-

*“.....Now, both the parties have compromise among themselves by appearing in this court, which is confirmed by her statement. Smt. Kashmir Kaur had demanded a lease of 6 acres for her maintenance, if the court immediately accepted the payment of Rs.20,000/- per acre and on the spot, the payment of Rs.10,000/- for maintenance was deposited in her account. Due to an agreement between both the parties, now no further action is required. Sh. Surjit Singh will be bound to deposit the contract money in his mother's account every year, if he refuses to do so, then Smt. Kashmir Kaur can again seek execution in this court or can also file appeal in the High Court.....”*

4. This Court, inviting the attention of learned counsel for the petitioner to the application (Annexure P-3) filed by the petitioner under the Act of 2007, queried him as to how the hereinabove extracted directions could be construed as imposing an additional liability of ₹10,000/- on respondent No.3 as maintenance over and above the lease amount, especially in the absence of any such averment in the application, he candidly acknowledged that the sole relief sought therein pertained to recovery of the lease amount as assessed by the Maintenance Tribunal. The

prayer encapsulated in the application is also reproduced hereunder:-

*“9. Therefore, it is requested by presenting the application that the application of the applicant be approved and in the spirit of the Hon'ble Court case No.04/ Peshi, Institution dated 1.11.2017, decision dated 15.11.2017, a contract of 6 killa at the rate of Rs.20,000/- per killa for 7 years from the year 2018 to the year 2024 for a total of Rs.8,40,000/-, out of which Rs.5,30,000/- has been paid and the remaining Rs.3,10,000/- should be recovered and given to the applicant. If the respondent does not pay the applicant, then the respondent's property should be attached and auctioned or an order should be issued to send the respondent to the civil jail.”*

5. In view of the above, this Court finds that the petitioner's claim regarding the additional maintenance of ₹10,000/- is beyond the scope of her pleadings. No averment in this regard was made, nor was it the petitioner's case that respondent No.3 is liable to pay ₹10,000/- as maintenance in addition to the lease amount. Accordingly, the present **writ petition, being devoid of merit, is dismissed**. However, respondent No.3 shall continue to pay the lease amount, as agreed and directed by the Maintenance Tribunal in its order dated 15.11.2017.

March 18, 2026  
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(KULDEEP TIWARI)  
JUDGE

Whether speaking/reasoned : Yes/No  
Whether Reportable : Yes/No