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

+ **CRL.M.C. 257/2026**

RAM KUMAR TYAGI

.....Petitioner

Through: Mr. D. V. Khatri, Mr. Harshad
Gupta and Ms. Kalpana, Advs.
alongwith the son of the petitioner

Versus

PAVITRA TYAGI

.....Respondent

Through: Mr. Rajan Bhatia, Adv.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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30.01.2026

CRL.M.A. 945/2026 and CRL.M.A. 946/2026 (*Exemption*)

1. Allowed, subject to all just exceptions.
2. The present applications are disposed of.

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3. At the outset, learned counsel for the respondent submits that the respondent has received an amount of Rs.2,00,000/- (*in cash*) yesterday from the son of the petitioner.

4. Learned counsel for the petitioner submits that the petitioner undertakes to make payment of the legally recoverable arrears of maintenance within a period of *three months* in terms of his affidavit of undertaking dated 24.01.2026. He further submits that the petitioner is also ailing.

5. The learned counsel further, as per instructions from the son of the



petitioner present in Court, submits that the petitioner shall also be paying/ depositing an amount of Rs.75,000/- per month for the said period of three months. Needless to say, the amount(s) shall be adjusted towards the accumulated arrears.

6. As such, learned counsel for the respondent submits that he has no objection if the petitioner is released for the aforesaid period of *three months* and the present petition be disposed of in terms of the affidavit of undertaking filed by the petitioner on 24.01.2026, wherein the petitioner has stated as under:

“5. That in compliance with the order dated 13.01.2026 passed by this Hon’ble Court, the petitioner is filing the present affidavit and states that he is the owner of ½ (half) undivided share in the agricultural land bearing Khasra No. 19/1. Total measuring 4 Bighas 17 Biswas, situated at Badarpur Mazra Road, Burari, Delhi. A copy of the Khatouni is annexed herewith.

6. That the deponent further states that he undertakes to make payment of the legally recoverable arrears of maintenance within a period of three months, in all circumstances, including by way of sale of a portion of the aforesaid agricultural land.

7. That I assure this Hon’ble Court that I shall neither delay nor evade the payment and shall strictly comply with this undertaking in its true letter and spirit.

8. That in the event of any default or breach of this undertaking, I shall render myself liable for appropriate legal action, including contempt proceedings, in accordance with law.

9. That the present affidavit is being sworn voluntarily, out of my own free will, and without any pressure, force, or coercion from any quarter.”



7. Considering the nature of the proceedings, especially in view of the aforesaid, as also the medical condition of the petitioner, the petitioner is directed to be released for a period of three months. Needless to say, if the petitioner failed to clear the dues in the aforesaid period, the learned Executing Court will be free to proceed against the petitioner in accordance with law.

8. Accordingly, the present petition is disposed of in the aforesaid terms.

9. A copy of the present order be sent to the learned Executing Court as also to the concerned Jail Superintendent for information and compliance *forthwith*.

Dasti be given under the signature of the Court Master.

SAURABH BANERJEE, J

JANUARY 30, 2026/Ab