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

+ CRL.REV.P.(MAT.) 43/2026

ASHWANI KUMAR SINGHPetitioner

Through: Mr. Sanjay Mani Tripathi, Advocate.

versus

SHIPRA SINGHRespondent

Through: Mr. Birendra Kr., Advocate.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **28.01.2026**

CRL.M.A. 2788/2026 (exemption)

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed of.

CRL.M.A. 2787/2026 (condonation of delay in filing)

By way of the present application filed under section 5 of the Limitation Act 1963, the petitioner seeks condonation of about 5 days' delay in *filing* the revision petition.

1. For the reasons stated in the application, which is duly supported by affidavit, the delay is condoned.
2. The application is allowed.
3. The petition is taken on Board.
4. Application stands disposed-of.

CRL.REV.P.(MAT.) 43/2026 & CRL.M.A. 2786/2026 (for stay)

5. By way of the present revision petition filed under section 438 read with sections 442 and 528 of the Bharatiya Nagarik Suraksha Sanhita 2023 ('BNSS'), the petitioner/husband impugns judgment dated



16.10.2025 passed by the learned Special Judge-NDPS/ASJ, South District, Saket Courts, New Delhi in CA No.41/2025.

6. The appeal was filed by the petitioner against orders dated 27.09.2024 and 10.01.2025 passed by the learned JMFC-03, Mahila Court, South District, Saket Courts, New Delhi in Ex. Crl. No.197/2023 in relation to execution of order dated 11.03.2022, whereby the respondent/wife was denied interim maintenance but the petitioner was directed to pay a sum of Rs.10,000/- per month to the respondent, as rent *in-lieu* of alternative accommodation.
7. By way of order dated 15.05.2023 passed in the appeal filed by the respondent challenging order dated 11.03.2022, the amount payable by the petitioner has been increased from Rs.10,000/- per month to Rs.24,000/- per month.
8. To be sure, payment of rent *in-lieu* of alternative accommodation was directed by way of an *ad-interim* order; and the proceedings before the learned Mahila Court are still pending and are presently at the stage of evidence.
9. The essence of the contention raised by the petitioner is, that by way of initial order dated 11.03.2022, the learned Mahila Court had directed payment of rent *in-lieu* of alternative accommodation *subject to* the respondent filing the rent agreement and rent receipts in court.
10. Learned counsel appearing for the petitioner submits, that in the course of the execution proceedings however, *vidé* order dated 27.09.2024, the learned Mahila Court has modified that order by accepting the bank statements filed by the respondent instead of insisting that the



respondent must file rent agreement and rent receipts, as was directed by the earlier order.

11. Furthermore, counsel submits that in the execution proceedings, the learned Mahila Court has also ignored the petitioner's contention, that some of the rent agreements and rent receipts filed by the respondent are forged.
12. In this behalf the learned Mahila Court has observed as follows :

“Per-contra, it is objected by Id. Counsel for JD that no exemption may be granted to DH from non filing of her rent agreement or rent receipts. It is also pointed out that all the rent agreements filed by DH are antedated. It is stated that one of the rent agreement does not even bear the signature of landlord. It is argued that rent agreements filed by DH are fabricated and hence she can not seek recovery of rent from JD.

This court being an executing court, can not conduct an enquiry to verify the veracity of rent agreements filed by DH. Whether rent agreement is real or forged, can only be decided in evidence. Prima facie, rent agreements filed by DH appear to be genuine and can be relied upon.

Now, coming to the non filing of rent agreement or rent receipts by DH is concerned, DH has also filed her bank statements starting from November, 2017 which clearly shows the rent being paid by DH every month.

Considering the same, this court does not see any reason to disentitle DH from receiving rent from JD in pursuance of the orders passed by Ld. Appellate court.”

13. Upon a conspectus of the submissions, this court is of the view, that *firstly* the intent and purpose behind directing the respondent to file her rent agreements and rent receipts was to verify that the respondent was indeed paying rent for the premises, which would be equally verifiable by way of a bank statement; and therefore, there was nothing sacred insofar as filing of rent agreements or rent receipts was concerned.



14. *Secondly*, the petitioner is at liberty to raise all such contentions, as have been raised in the present petition, in the proceedings that are still pending before the learned Mahila Court, since the parent order against which the present revision petition has been filed was in the nature of the *ad-interim* order.
15. In view of the above, and by reason of section 438 BNSS, this court is *not inclined* to interfere with impugned judgment dated 16.10.2025.
16. The revision petition is accordingly dismissed at the stage of issuance of notice itself.
17. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

JANUARY 28, 2026
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