



2026:DHC:2587



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **W.P.(C) 13477/2025**Date of Decision: **27.03.2026****IN THE MATTER OF:****RITA PILLAI**

.....Petitioner

Through: Mr. Rakesh Malhotra, Mr. R. K. Tripathi, Mr. Bharat Malhotra and Mr. Kushal Malhotra, Advocates along with petitioner in person.

versus

PAYAL DEWANGAN & ORS.

.....Respondents

Through: Mr. Vipul Ganda, Advocate, Mr. Indra Chand, Ms. Nirmal , Ms. Sadhika Atri, Ms. Himanshi Gupta , Ms. Arpita Sahu, Ms. Sakshi Panwar, Ms. Nitu Barik, Advocates for R-1 along with R-1 in person.
Mr. R. K. Tripathi, Advocate for R-2.
Ms. Vaishali Gupta, Panel Counsel (Civil) GNCTD, Mr. Siddharth Arora, Advocates for R-3.

CORAM:**HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****J U D G E M E N T****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

1. The petitioner and respondent no.1 are present before the Court along with their counsel. The respondent no.2 is represented by Mr. R. K.

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Tripathi, learned counsel.

2. During the course of hearing, the parties are agreeable for amicable resolution of the dispute. They, however, submit that this amicable resolution should be without prejudice to the other, pending disputes including rights of adequate maintenance etc.

3. The Court, therefore, clarifies that the arrangement which has been amicably arrived at among the parties is only confined towards the right of the petitioner under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, and the balancing rights of the respondent no.1-daughter-in-law for shared household.

4. The arrangement is as under:

- (i) All arrears towards the *ad-hoc, ad interim* maintenance including maintenance charges etc. shall be cleared on or before 31.03.2026. Thereafter, if according to respondent no.1, there is any short payment, the intimation shall be given to Mr. Rakesh Malhotra, learned counsel for the petitioner and he will ensure the immediate payment of the deficit payment, by the petitioner, if any.
- (ii) The petitioner undertakes to handover the possession of the Delhi Development Authority Flat No. 65, First Floor, Section 17, Dwarka, Delhi 110078, (hereinafter the '**DDA Flat**') to respondent no. 1, within 30 days from the date, it is handed over by the DDA to the petitioner and respondent no.2. It is stated by Mr. Malhotra that, as of now, the possession of the said flat has not been handed over.
- (iii) The petitioner undertakes to offer Rs. 1.5 lakhs for bare



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minimum fixture, furniture etc., to make the DDA flat habitable. The same shall also be paid within the same period of one month as aforesaid.

- (iv) The petitioner and respondent no.2 both jointly shall make the payment of Rs. 1 lakh including the earlier *ad-hoc, ad interim maintenance* monthly to the respondent no.1. The petitioner and respondent no.2, further undertakes that for the period between 01.04.2026 to 30.09.2026 (inclusive of both dates), the advance payment shall be made within a period of 15 days from today. All payments will be made directly in the Bank Account of respondent no.1
- (v) Respondent no.1 undertakes to vacate the property bearing B-904, Block-B, Sector 18A, Dwarka, Janak Residency, New Delhi-110078 within a period 45 days from 01.04.2026.
- (vi) Respondent no.1 shall be at liberty to carry the entire furniture, fixtures, Air Conditioner (AC) etc. which she is in possession as of now in house i.e. B-904, Block-B, Sector 18A, Dwarka, Janak Residency, New Delhi-110078.
- (vii) With respect to any dispute qua the articles, Mr. Sunil Kumar, Advocate (E-mail Sunileklavya@gmail.com; M. No. 9810106061) is authorized to resolve the same. This is acceptable to both the parties. The remuneration of Mr. Sunil Kumar will have to be taken care by the petitioner and respondent no.1. The Court leaves this aspect to the discretion of the parties.
- (viii) Respondent no.1 shall make an alternate arrangement for her



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residence and the moment the DDA Flat's possession, as noted hereinabove, is handed over to her, she will shift to the said accommodation.

- (ix) Till further order(s) of any other competent Court, the petitioner and respondent no.2 shall not alienate both the aforesaid properties, and shall not create any third party right in any manner whatsoever.
- (x) The petitioner and respondent no.2 will make all possible endeavour to get delivered the possession of the DDA Flat to them within six (6) months.
- (xi) Once the possession of the DDA Flat is handed over to respondent no.1, the present arrangement of payment of Rs. 1 lakh will be reduced to the extent of Rs. 40,000/- plus the maintenance charges on actual basis or if already determined by any Court.
- (xii) If the *ad-hoc, ad interim* maintenance is varied by the Family Court, the Family Court's direction shall be applicable.
- (xiii) Any violation by the petitioner and respondent no.2 will result in entitlement of respondent no.1 for restoration of her possession in the present property i.e. B-904, Block-B, Sector 18A, Dwarka, Janak Residency, New Delhi-110078. Similarly, any violation by respondent no.1, shall amount to disobedience of the Court's directions.

5. Any violation of the aforesaid arrangement shall be construed to be the contempt of the Court's directions. The parties are granted liberty to approach this Court.



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6. With the aforesaid directions and observations, the petition stands disposed of.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

MARCH 27, 2026
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