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

% ***Date of Decision : 27.10.2026***

\# **CNR No.DLHC010646912025**

\+ **CRL.REV.P.(MAT.) 409/2025 & CRL.M.A. 26489/2025**

AMANDEEP SINGH SETHI .....Petitioner

Through: Mr. Ashwani Bhardwaj, Adv. along with petitioner.

versus

GURPREET KAUR .....Respondent

Through: Mr. Taranpreet Singh, Adv. along with respondent (through VC).

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

1. The present petition has been filed under Section 438 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), assailing the order dated 31.05.2025 passed in M.T. No. 204/2023 by the Family Court-02, West, Tis Hazari Courts, Delhi.

2. By the said order, the respondent/wife's application for interim maintenance, under Section 125 of the Code of Criminal Procedure, 1973 (Cr.P.C.), was allowed. The petitioner/husband was directed to pay Rs.30,000/- per month as interim maintenance from the date of filing of the application till the disposal of the said petition.

3. The parties were married on 19.06.2022 and have been living separately since 14.08.2022. There is no child born out of the said wedlock. The petitioner submits that the respondent left the matrimonial home of her own accord. The same is, however, disputed on behalf of the

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respondent/wife.

4. The respondent/wife claimed interim maintenance at the rate of Rs.2,00,000/- per month. It is pertinent to notice that each side alleged that the other side had concealed their income, bank statements/accounts and assets. Keeping in mind the totality of the facts and circumstances, the learned Family Court awarded Rs.30,000/- per month, with effect from the date of the application.

5. Learned counsel for the petitioner submits that the impugned order is unreasoned and mechanical. It is submitted that the respondent/wife is employed as a Quality Assurance Manager, having a substantial income in excess of Rs.1,00,000/- per month, and that she has concealed her other income and bank accounts.

6. I have given thoughtful consideration to the submissions of the parties and perused the record. It is trite that the revisional jurisdiction of this Court is limited in scope, and that this Court would not, in the ordinary course, interfere with the exercise of discretion by the learned Family Court, unless the impugned order is shown to be perverse, arbitrary or contrary to law. In this regard, it would be apposite to refer to the observations of a coordinate Bench of this Court in ***Dhirendra Kumar v. Swati Saista***, 2026 SCC OnLine Del 5476, decided on 30.07.2026, as under:

> *"27. However, the scope of interference in Revision is limited. In Neelesh Srivastava v. Sukriti Srivastava, MANU/DE/9660/2025, this Court observed:*
>
> > *"15. The scope of revisional jurisdiction under Sections 397 and 401 Cr.P.C. is narrow and circumscribed. Interference is warranted only where the impugned order suffers from patent illegality, perversity, gross impropriety, or results in miscarriage of justice."*

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> *28. An order fixing interim maintenance is founded upon a prima facie assessment of the financial material then available. The Revisional Court is not expected to conduct a final adjudication of disputed financial entries or substitute its own view merely because another estimation is possible. Interference would nevertheless be justified where a material component has been incorrectly read, a relevant change in the financial position has been overlooked or the quantum bears no reasonable relationship with the income and liabilities disclosed on record."*

7. In the facts and circumstances of the present case, this Court is not inclined to interfere with the amount of maintenance arrived at by the learned Family Court, i.e. Rs.30,000/- per month. This is particularly so considering that the petitioner's net income, as computed from his own income tax returns, is much more than that of the respondent/wife. Further, the amount awarded is Rs.30,000/- per month, as against the claim of Rs.2,00,000/- per month. The allegations of concealment of accounts and income, and the other aspects of the matter, are seriously disputed and can be decided only on evidence.

8. It is also noticed that the impugned directions are purely interim in nature, and are subject to the final outcome of the petition under Section 125 Cr.P.C., which remains pending for consideration before the learned Family Court.

9. The petition, however, succeeds to a limited extent with respect to the date from which the interim maintenance is payable. Considering that the impugned order seeks to bring about an ad interim arrangement, it would be appropriate for the interim maintenance to run from the date of the impugned order, and not from an earlier date, leaving the question of entitlement in respect of the earlier period to be decided by the learned

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Family Court at the final stage. After some hearing, learned counsel for the respondent/wife accedes to the same, subject to the petitioner clearing the arrears payable as on date within a period of two weeks from today.

10. It may also be noticed that in ***Shahjahan v. State of Uttar Pradesh***, 2025 INSC 528, the Supreme Court has recognised that Section 125(2) Cr.P.C. confers a discretion upon this Court as regards the date from which maintenance is to be made payable, subject to such exercise of discretion being justified in the background of the attendant facts and circumstances. It has been observed as under:

> *"17. This brings us to the next question, i.e., from which date will the maintenance be payable – the date of the application or the date of the Order? ... Of course, Section 125(2) of the Code empowers the Court to award maintenance from the date of the order but the same has to be justified in the background of the attendant facts and circumstances and should not cause unnecessary hardship to the applicant. ..."*

11. It is made clear that the aforesaid course would not affect the entitlement of the respondent/wife in respect of the period prior to 31.05.2025; the same expressly left open to be decided by the learned Family Court at the final stage taking into account the relevant evidentiary material. Further, while confining the payment of interim maintenance w.e.f. the date of the impugned order (for now), the petitioner is directed to clear the arrears payable as on date within a period of two weeks from today. Learned counsel for the respondent/wife, on instructions, accedes to the said course.

12. Accordingly, the present petition is partly allowed. The interim maintenance awarded at the rate of Rs.30,000/- per month is upheld; however, the same shall be payable with effect from 31.05.2025, i.e., the date of the impugned order. The impugned order stands modified to that

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extent.

13. As undertaken, the petitioner shall clear the arrears from 31.05.2025 till date within a period of two weeks from today. The petitioner further undertakes to continue making timely payments of the monthly maintenance to the respondent/wife during the pendency of the main petition.

14. The claim for any period prior to 31.05.2025, as also all contentions of the parties, is left open to be decided by the learned Family Court at the final stage.

15. The present petition stands disposed of in the above terms. The pending application also stands disposed of.

16. It is made clear that nothing stated in this order shall be construed as an expression of opinion by this Court on the merits of the controversy between the parties, or that this Court has approved or confirmed the grant of interim maintenance at the rate mentioned in the impugned order. All these aspects are kept open for consideration by the learned Family Court.

17. The learned Family Court is requested to expedite the disposal of the main petition, preferably within a period of six months from today.

SACHIN DATTA, J

OCTOBER 27, 2026/*at/sd*

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