

26.09.2025

GURJEEN KAUR Vs. SIMRANJEET SINGH (Tilak Nagar)
(Mehila Court)-6, Room No. 108
तीसरी तुलजारी न्यायालय, दिल्ली
18 Hazari Court, Delhi

As per the direction issued by Hon'ble DHC vide letter No.01/RG/DHC/2023 dt. 05.06.23 regarding hybrid hearing, the matter is taken up through VC as well as physically.

Present : Sh. Pankaj Singh, Ld. Counsel for petitioner with petitioner.
Ms. Vibhuti and Ms. Simran Bhatti, Ld. Counsel for respondent.
Respondent in person.

On the last date of hearing, a cost of Rs.500/- was imposed upon the petitioner, which stands paid today.

Arguments on the interim relief application have been heard from both sides.

The petitioner, stated to be a housewife holding a B.A. degree and an NTT (Teaching Course) qualification, has submitted that she has never been employed. She seeks interim maintenance of Rs.25,000/- per month on the ground that she is dependent on her parents and is allegedly residing in a rented accommodation. It is further alleged that the respondent is employed in a Government Department, earning Rs.60,000/- to Rs.70,000/- per month.

Per contra, Ld. counsel for the respondent submits that the respondent has been voluntarily paying the rent of the tenanted premises, i.e., Rs.9,350/- per month. It is further submitted that the respondent was only contractually employed with the Ministry of Agriculture and Farmers Welfare, and his contractual tenure expired on 03.04.2025 without renewal. Since April 2025, the respondent is unemployed and presently making attempts to seek employment.

It is further submitted that the petitioner is not actually residing in the rented premises for which the respondent continues to pay rent. Attention is drawn to the electricity bill annexed with the respondent's reply/written statement, which reflects consumption of only 43 units in October 2024. Such minimal consumption *prima facie* belies the claim of continuous residence by a person availing basic amenities, including a refrigerator.

It is argued that the petitioner has deliberately concealed from the Court that she is not residing in the tenanted premises, while at the same time compelling the respondent to bear the rent. Counsel further points out that the respondent had issued two legal notices to the petitioner dated 22.09.2023 and 29.12.2023, firstly, seeking access to the premises for cleaning, and secondly, calling upon her to vacate the premises on the ground that she was not residing there on a continuous basis.

Upon specific query from the Court regarding her stay at the tenanted premises and the low electricity consumption, the petitioner initially admitted that she does not reside there regularly. When asked to specify the duration of her stay, she stated vaguely that she resides "for more than a week."

From her own admission, it is clear that the petitioner does not reside continuously in the rented accommodation and spends most of her time at her paternal home. She has admitted receipt of the legal notices but contended that the respondent had no authority to issue them, while conceding that no such notice has been received from the landlord.

These facts indicate that the petitioner has deliberately attempted to conceal her true place of residence. Though she claims that she was compelled by the respondent to live in the rented premises, she has failed to substantiate this assertion. On the contrary, the respondent has placed sufficient material to show that the premises is maintained by him only under financial pressure and that the petitioner is not residing there on a continuous basis.

As regards the income of the respondent, no proof of his continued employment or present income has been produced by the petitioner. On the other hand, the respondent has specifically stated that his contractual employment ended in April 2025 and that he is presently unemployed. He has, however, expressed no objection to continue paying Rs.8,000/- per month towards interim maintenance, to be utilized by the petitioner either for rent or for her sustenance.

In these circumstances, and in the absence of any credible material produced by the petitioner to show an enhanced income of the respondent, this Court deems it fit to fix the interim maintenance at Rs.8,000/- per month, inclusive of rent and ancillary charges.

It is further noted that the petitioner has not approached this Court with clean hands, having concealed the material fact of her non-residence at the rented accommodation. In **Rajnesh vs. Neha (Crl. Appeal No. 730/2020)**, the Hon'ble Supreme Court directed that arrears of interim maintenance are to be computed from the date of application, primarily to ensure that a bona fide and diligent aggrieved party does not suffer due to delay caused by the opposite party. The said principle cannot be extended to a litigant who suppresses material facts and fails to demonstrate her bona fides.

Accordingly, the interim maintenance of Rs.8,000/- per month shall be payable to the petitioner with effect from the date of this order and not from the date of application. The said amount shall be deposited directly into the bank account of the petitioner on or before the 7th of each succeeding month.



With the above directions, the application seeking interim maintenance stands disposed of.

The petitioner is directed to file her evidence by way of affidavit, along with list of witnesses, on or before the next date of hearing with advance copy to the opposite party.

Petitioner has wished to resume the matrimonial relation, however, the respondent has refused to rejoin the petitioner. Time is sought both the parties to look for prospects of amicable separation.

The matter is referred to the Mediation Center. Tis Hazari Courts for exploring the possibility of settlement between the parties. Both the parties shall appear before the I.d. Judge In-charge, Mediation Centre on 13.11.2025 at 2:00 pm to enable **Mediation to take place under the Special Drive-Mediation for the Nation.**

Name of Coordinator : Dinesh Kumar (Sr. Judicial Assistant)
Email Address : mediationcomputer332@gmail.com
Mobile No. : 9891047400

Ahmad shall inform the parties and their counsels about the date fixed for mediation.

To come up for reporting settlement, if any alternatively before this court for 12.12.2025.

In case matter is received back unsettled, PW-1 is bound down for NDOH.

Dasti to parties.



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(SHRUTI SHARMA-II)
नवक दण्डाधकोरा-मुख्यम अधीक्षी (प्रशिक्षण)
Judicial Magistrate-First Class, (West)
(प्रशिक्षण कार्यालय) ०२
(Mahila Court)-०२
West/THC/Delhi 26.09.2025
Tis Hazari Court, Delhi

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