

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

2026:PHHC:048808



**Reserved on: 13.03.2026.
Pronounced on: 30.03.2026
Uploaded on: 30.03.2026**

(1) CRR(F)-138 of 2014 (O&M)

Prabhjot Singh

..Petitioner

Versus

Smt. Gurmeet Kaur

..Respondent

(2) CRR(F)-175 of 2014 (O&M)

Gurmeet Kaur

..Petitioner

Versus

Prabhjot Singh

..Respondent

CORAM: HON'BLE MS. JUSTICE SHALINI SINGH NAGPAL

Argued By: Mr. Nilesh Kumar Goyal, Advocate for
Mr. Amarjit Singh Virk, Advocate for the petitioner
in CRR(F)-138-2014
and for the respondent in CRR(F)-175-2014.

Mr. Sudhanshu Sharma, Advocate for
Mr. Himanshu Sharma, Advocate for
the petitioner(s) in CRR(F)-175-2014 and
and for the respondents in CRR(F)-138-2014.

SHALINI SINGH NAGPAL, J.

1. This order determines two petitions, one filed by Gurmeet Kaur and the other by Prabhjot Singh both challenging order dated 21.05.2014 of learned District Judge, Family Court, Ambala, vide which Gurmeet Kaur was awarded maintenance @ Rs. 5,000/- per month with litigation expenses to the tune of Rs. 5500/-.

For clarity, the parties shall be referred to by their names.

2. In her petition, under Section 125 Cr.P.C., Gurmeet Kaur pleaded that her marriage with Prabhjot Singh was solemnized on 23.01.1998. Prabhjot Singh had been living in United Kingdom since 17.09.2004. He never cared for her or his children, neglected and refused to maintain them and ultimately Gurmeet Kaur had to take shelter in the house of her sister. She had no source of income, was unable to earn, whereas Prabhjot Singh had sufficient land in Tehsil Thanesar, District Kurukshetra and was earning Rs. 3,00,000/- per annum on *batai*. Besides, he was earning more than Rs. 3,00,000/- per month in United Kingdom and also had immovable property there. In this manner, total income of Prabhjot Singh was Rs. 5,00,000/- per month. She thus prayed for maintenance to the tune of Rs. 15,000/- per month besides litigation expenses of Rs. 30,000/-.

3. Prabhjot Singh contested the petition. Written statement was filed raising preliminary objections, regarding maintainability. He pleaded that Gurmeet Kaur had already received Rs.16,00,000/- as lumpsum maintenance from him. The amount was paid in civil suit titled ***Mewa Singh Vs. Gurmeet Kaur*** decided on 03.08.2010. It was mutually settled that the amount was paid in lumpsum by Prabhjot Singh to Gurmeet Kaur for herself and the minor son Harjot Singh. The written compromise was made part of the judgment dated 03.08.2010. Gurmeet Kaur had concealed material facts. The marriage of the parties was dissolved by judgment and decree dated 06.09.2007 in a petition under Section 13-B of Hindu Marriage Act titled ***Gurmeet Kaur Vs. Prabhjot Singh***. Gurmeet Kaur was not interested in matrimonial ties and herself left the matrimonial home. After divorce, she had remarried Kirandeep Verma on 19.01.2008 at Central Gurudwara Manchester, England and was living as his wife since then. She was worth

Rs.16,00,000/-, whereas he was not earning any income and was jobless in United Kingdom. He prayed for dismissal of the petition.

4. Gurmeet Kaur examined herself as PW-1, Dalip Singh as PW-2. Thereafter, she closed her evidence. Prabhjot Singh examined his father Mewa Singh as RW-1.

5. Learned District Judge, Family Court, Ambala awarded a sum of Rs. 5,000/- per month to Gurmeet Kaur from the date of filing of the petition besides litigation expenses of Rs. 5,500/-, discarding the compromise in the previous civil suit filed by father of Prabhjot Singh on the premise that Mewa Singh, who was one of the executants of the compromise, himself violated the terms and conditions thereof. Though, it was agreed that custody of minor child Harjot Singh would remain with Gurmeet Kaur, Prabhjot Singh as well as Mewa Singh filed separate petitions under the Guardians and Wards Act for custody of Harjot Singh. The agreement Ex. R-1 was not treated as a legal agreement on the basis of which maintenance rights of Gurmeet Kaur could be defeated. The same was ignored being opposed to public policy. Referring to various judgments passed by this Court and of other High Courts, it was held that even though, Gurmeet Kaur may have voluntarily surrendered her right to maintenance, she would not be disentitled to subsequently claim maintenance, by virtue of her statutory right under Section 125 Cr.P.C. Assessing the financial resources of Prabhjot Singh and status of his family, his income was assessed at Rs. 1,00,000/- per month.

6. Learned counsel for Gurmeet Kaur refers to judgments of Hon'ble Supreme Court in *Nagendrappa Natikar Vs. Neelamma 2013(2)RLW 1350*, *Rajnish Vs. Neha and Another 2021(2) SCC 324* and

judgments of this Court in ***Ranjit Kaur Vs. Pavittar Singh 1991(3) RCR (Criminal) 212***, ***Sunil Sachdeva Vs. Rashmi and Another 2023(1) RCR(Criminal) 678***, ***Sushil Kumar Vs. Neelam 2004(2) RCR(Criminal) 760***, and ***CRR(F)-213-2014 titled Sanjay Kumar Vs. Asha Rani and Another decided on 27.11.2014*** to submit that even though a sum of Rs. 16,00,000/- was accepted by Gurmeet Kaur in the civil suit filed by father of Prabhjot Singh as lifetime maintenance, she was not precluded to claim maintenance under Section 125 Cr.P.C.

7. There can be no quarrel with the well settled legal proposition that statutory rights conferred by Section 125 Cr.P.C. cannot be waived away by a mutual agreement. Such an agreement is opposed to public policy, intended to defeat the provisions of law, enacted to provide speedy remedy to a wife. To that extent, findings of learned Family Court, Ambala that the statutory right of a wife, who is unable to maintain herself, to be maintained by her husband/ex-husband cannot be waived off, are in order.

8. In the landmark judgment of ***Rajnish Vs. Neha and Another 2021(2) SCC 324*** Hon'ble Supreme Court referring to ***Sudeep Chaudhary Vs. Radha Chaudhary (1997) 11 SCC 286*** held as under:

“If maintenance is awarded to the wife in a previously instituted proceeding, she is under a legal obligation to disclose the same in a subsequent proceeding for maintenance, which may be filed under another enactment. While deciding the quantum of maintenance in the subsequent proceeding, the civil court/family court shall take into account the maintenance awarded in any previously instituted proceeding, and determining the maintenance payable to the claimant.”

9. Thus, Gurmeet Kaur, who approached the Court claiming maintenance from her husband, was bound to disclose the factum of her having received Rs. 16,00,000/- from the father of Prabhjot Singh by virtue of a compromise in a previously instituted civil suit filed by her ex-husband's father.

10. Ex. R-1 is the copy of compromise which records that the parties arrived at a compromise during pendency of the suit and the suit was decreed on the basis of compromise Ex. R-1. The said compromise on records that marriage of Prabhjot Singh son of Mewa Singh and Gurmeet Kaur was solemnized on 23.02.1998 and out of the wedlock, two daughters and a son Harjot Singh were born. Prabhjot Singh had been residing in U.K. since September 2004. Gurmeet Kaur had obtained *ex parte* decree of divorce on 22.03.2007 in the presence of respectables of the society. It was agreed that both the daughters Simarjit Kaur and Amrit Kaur shall remain with Mewa Singh and Prabhjot Singh at Kurukshetra and that Mewa Singh would bear all their expenses of education and upbringing whereas the minor son Harjot Singh would remain with Gurmeet Kaur, who would bear all his expenses of education and upbringing. Mewa Singh on behalf of his son Prabhjot made over DD No. 932428 dated 21.05.2010 amounting to Rs. 16,00,000/- to Gurmeet Kaur in lieu of her future maintenance and for education and upbringing of the minor son. It was agreed that Gurmeet Kaur shall have no claim over the properties of Mewa Singh and Prabhjot Singh and that both of them would have liberty to remarry. It was further agreed that the articles which were brought by Gurmeet Kaur on 17.04.2010 from Hyderabad would remain with her and she would have no claim over the other properties of Mewa Singh and Prabhjot Singh.

11. When the petition under Section 125 Cr.P.C. was filed, the factum of receipt of Rs. 16,00,000/- from Mewa Singh, father of Prabhjot Singh was not disclosed. Even when Gurmeet Kaur stepped into the witness box as PW-1 and tendered her affidavit Ex. PW-1/A, she did not disclose that she had received Rs. 16,00,000/- in lieu of her future maintenance. Even though, waiver of the right to claim maintenance by Gurmeet Kaur did not preclude her from claiming maintenance, she was required to disclose all material facts when approaching the Court for relief. Law is fairly well settled that a litigant, who approaches the Court of law seeking redressal of any grievance and claims relief, is obliged to disclose complete and true facts. The obligation to approach the Court with clean hands is an absolute obligation. A litigant who attempts to mislead the Court by furnishing false facts or by concealing material facts is not entitled to any relief.

Hon'ble Supreme Court in *The Auroville Foundation Vs. Natasha Storey 2025 INSC 348* held as under:

“10. As held in S.J.S. Business Enterprises (P) Ltd. v. State of Bihar & Ors., AIR 2004 SC 2421 as a general rule, suppression of material fact by a litigant disqualifies such litigant from obtaining any relief. This rule has been evolved out of the need of the Courts to deter a litigant from abusing the process of court by deceiving it. Similar view has been taken in General Manager, Haryana Roadways v. Jai Bhagwan & Anr., (2008) 4 SCC 127 in Prestige Lights Ltd. v. State Bank of India, (2007) 8 SCC 449 etc.”

12. Thus, suppression of the compromise Ex. R-1 and receipt of ₹16,00,000/- in a previously instituted civil suit relating to maintenance of

Gurmeet Kaur, as also the factum of divorce between the parties would disentitle her to any relief. Order of learned District Judge, Family Court, Ambala awarding maintenance to Gurmeet Kaur is in clear violation of settled legal norms. The order under challenge being perverse is, therefore, liable to be set aside.

13. As a sequel to discussion hereinabove, the revision petition filed by Prabhjot Singh(husband) is accepted and revision petition of Gurmeet Kaur (wife) is dismissed. Order dated 21.05.2014 of learned District Judge, Family Court, Ambala, awarding Rs. 5,000/- per month as maintenance to the wife with litigation expenses of Rs. 5,500/- is set aside. The petition under Section 125 Cr.P.C. is dismissed.

14. All the pending miscellaneous applications, if any, stand disposed of.

15. A photocopy of this order be placed on the file of other connected case.

(SHALINI SINGH NAGPAL)
JUDGE

30.03.2026.

Reema/Ajay Goswami

Whether speaking/reasoned	:	Yes
Whether reportable	:	Yes