



2026:AHC:55373

HIGH COURT OF JUDICATURE AT ALLAHABAD

CRIMINAL REVISION No. - 5870 of 2025

Murtaza Alias Phool Miya Alias Guddu

.....Revisionist(s)

Versus

State of U.P. and Another

.....Opposite
Party(s)

Counsel for Revisionist(s)	:	Rupendra Kumar Mishra
Counsel for Opposite Party(s)	:	Anuj Kumar Gupta, G.A.

Court No. - 85

HON'BLE MADAN PAL SINGH, J.

1. Heard Sri Rupendra Kumar Mishra, learned counsel for the revisionist, Sri Anuj Kumar Gupta, learned counsel for the opposite party no. 2 and learned AGA for the State and perused the record.

2. This criminal revision under Section 397/401 Cr.P.C. has been preferred by the revisionist to set aside judgment and order dated 14.08.2025 passed by the Principal Judge, Family Court, Sambhal at Chandausi in Case No. 156 of 2018 (Smt. Gulfisha @ Imrat Jahan Vs. Murtaza @ Phool Miya @ Guddu), under Section 125 Cr.P.C., whereby the trial court has directed the revisionist to pay Rs. 4500/- per month to the opposite party no. 2 from the date of filing of the application to the date of impugned order and Rs. 9000/- per month from the date of impugned order.

3. Learned counsel for the revisionist submits that in Application under Section 482 No. 18548 of 2020, the matter was referred to the Mediation & Conciliation Centre of this Hon'ble Court, wherein a compromise was arrived at between the parties on 06.10.2021, a copy of which is on record. As per the terms of the settlement, the parties agreed to reside together and to withdraw all cases instituted against each other.

4. Learned counsel further submits that the allegation made by the opposite party no. 2, that after the compromise she went with the revisionist who thereafter assaulted her and drove her away, is false and baseless. It is next submitted that if a new cause of action arose, then the opposite party no. 2 ought to have filed a fresh application for maintenance, as she did not withdraw the cases against her husband in terms of the settlement..

5. Learned counsel for the revisionist further submits that the revisionist is a labourer who earns his livelihood through daily wages and has no permanent source of income. It is submitted that he is barely able to maintain himself and is facing financial hardship. It is further contended that the amount of maintenance awarded by the trial court is highly excessive, exorbitant, and wholly disproportionate to his actual income and financial capacity. These facts were not properly considered by the trial court while granting maintenance to the opposite party no. 2.

6. On the other hand, learned counsel for the opposite party no. 2 submitted that the trial court after considering all aspect of the matter has allowed the maintenance allowance in faovur of the opposite party no. 2, and the amount of maintenance of Rs. 9000/- per month from the date of impugned order cannot be said to be excessive and beyond his capacity.

7. On considering the facts and circumstances of the case, the submissions made by learned counsel for the parties and the order passed by the trial court, it appears that the opposite party no. 2 is the legally wedded wife of the revisionist. The impugned judgment reflects that although after the matter was settled through the Mediation & Conciliation Centre on 06.10.2021, both the parties lived together as husband and wife but later on, the revisionist did not comply with the terms and conditions of the final agreement settlement and allegedly, he committed cruelty upon the opposite party no.2 and she used to live separately once again. In that circumstances, she had no other option but to pursue her proceedings earlier initiated by her. The contention of the learned counsel for the revisionist that since fresh cause of action arises as per the version of opposite party no.2, she should have remedy to file a fresh application under Section 125 Cr.P.C. does not appeal to the Court on the ground that the right to maintenance is not a one-time bounty, ambulatory recurring entitlement, crystalizing afresh upon each breach of obligation untrammled by the pendency or outcome of the collateral matrimonial proceedings.

8. The liability to pay maintenance is a recurring, ongoing obligation rather than a single event. It is not disputed by the learned counsel for the parties that as on date, revisionist is the husband of opposite party no.2 and from the date of their marriage they were/are in relationship as husband and wife. Therefore, he is legal under obligation to maintain his wife. This Court may also record that Section 125 Cr. P.C. is a measure of social legislation and it

has to be construed liberally for the welfare and benefit of the wife and daughter. It is unreasonable to insist on filing successive applications when the liability to pay the maintenance as per the order to be passed under Section 125 Cr.P.C is a continuing liability.

9. Under such circumstances, this Court is of the considered opinion, the opposite party no.2 should not be insisted to file a fresh application for a fresh cause of action. It is the revisionist that he has breached the terms and conditions mentioned in the final settlement agreement referred to above. As per clause-6 (i) of the final settlement agreement dated 6th October, 2021 both the parties agreed that they shall not violate the terms and conditions of the said agreement otherwise the aggrieved party will be free to take legal recourse to law. Therefore, opposite party no.2 has rightly taken recourse to law.

10 . So far as the income of the revisionist is concerned, there is nothing on record to establish his actual income as claimed by the opposite party no. 2, that the revisionist runs a business of brass items in Mordabad. No documentary evidence in this regard was produced before the trial court. However, since the revisionist has not claimed any physical incapacity, this Court presumes that he is an able-bodied person and cannot shirk his obligation to maintain his wife.

11 . In facts and circumstances of the case, even the revisionist is assumed as labourer, he can earn Rs.700/- per day, which comes to Rs.21,000/- per month and keeping in view of the law laid down by the Apex Court in the case of **Rajesh Versus Neha and Another (2021) 2 SCC 324; Kalyan Dey Chowdhury vs. Rita Dey Chowdhury Nee Nandy AIR 2017 SC 2383** and **Kulbushan Kumar Vs. Raj Kumari (1970) 3 SCC 129**. the Hon'ble Supreme Court has observed that the maintenance allowances can be granted to the extent of 25% of the net income of the husband which comes Rs. 5250/-.

12. In view of the above, this Court is of the opinion that the maintenance amount of Rs. 9,000/- per month awarded in favour of the opposite party no. 2 from the date of the impugned order is not commensurate with the income of the revisionist. While it is true that a husband has a legal obligation to maintain his wife, the amount must be reasonable and proportionate to his income. Accordingly, the maintenance amount is reduced from Rs. 9,000/- per month to Rs. 5,250/- per month from the date of the impugned order..

13. The maintenance awarded from the date of filing of the application appears to be reasonable and requires no interference.

12. Accordingly, the present criminal revision is partly allowed to that extent.

March 18, 2026
Akbar

(Madan Pal Singh,J.)

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