2026:DHC:6228

* IN THE HIGH COURT OF DELHI AT NEW DELHI

% ***Reserved on: 18th May, 2026***
Pronounced on: 03rd August, 2026

\# **CNR No : DLHC010122182023**

\+ **RFA 285/2023, CM APPL. 16953/2023**

SUDHIR KAWATRA

S/o Late Sh. R. D. Kawatra,
R/o C-4A, Flat No.3-C, Janakpuri, New Delhi. .....Appellant

Through: Mr. Rajnish Kumar Jha and Ms. Dolli Rani, Advocates.

versus

SHAMLI KAWATRA

D/o Smt. Bharti Kawatra,
R/o 221/222, Landaur Bazar,
Mussoorie, Dehradun, Uttarakhand. .....Respondent

Through: Mr. Shubham Gupta, Advocate.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present Regular First Appeal under Section 96 read with Order XLI of the CPC (hereinafter referred to as 'CPC') has been preferred by the *Defendant / Appellant, Sh. Sudhir Kawatra, against the Judgment and Decree dated* ***10.01.2023****, whereby the Suit of the Plaintiff has been decreed by the learned Additional District Judge,Delhi under Order XII Rule 6 CPC,* ***for a sum of Rs.8,13,853.79/- along with interest @ 8% per annum.***

2. The Plaintiff / Respondent, Ms. Shamli Kawatra, had filed a Suit bearing **CS DJ ADJ No. 841/2018**, under ***Order XII Rule 6 of CPC*** for Recovery of Rs.8,13,853.79/- along with *pendente lite* and future interest.

3. ***Brief facts, as stated in the Plaint,*** the Plaintiff, Ms. Shamli Kawatra, who is the daughter of the Defendant, Sh. Sudhir Kawatra, was the beneficiary of PPF Account bearing No.10502330398, which was opened in the State Bank of India, Sagar Tower, Janakpuri Branch on 09.12.1999, by Defendant / her father.

4. The Plaintiff claimed that on maturity, this PPF Account allegedly, unlawfully, without process of law and without informing the Plaintiff, was closed on 24.09.2017 and the entire amount of Rs.8,13,853.79/- was withdrawn by the Defendant / Appellant. While taking out this amount, he had given an undertaking to the Bank as under:

> "*This amount will be spent on Ms. Shamli's higher education & well being.*
>
> *I am enclosing copy of the PPF passbook, Sudhir Kawatra ID Proof & Shamli - passport copy for age proof.*"

5. As per this undertaking, Defendant had undertaken to spend entire withdrawn amount of PPF Account on education and welfare of the Plaintiff / Resopndent / his daughter, which was never done. The Plaintiff is pursuing her BBA from Technical Institute of Advanced Studies, affiliated to Guru Gobind Singh Indraprastha University, Dwarka, New Delhi and her annual fee is approximately Rs.85,200/-. In the absence of funds, she is finding it difficult to meet her educational and other expenses.

6. Plaintiff attained the age of majority on 13.11.2016. On 24.09.2017, when the Plaintiff applied to the Bank to convert her minor PPF Account into a major / normal Account in her own name *(removing the guardian's name)*, Bank refused to do so and she was told that said PPF Account matured on 31.03.2016 and was closed on 18.10.2016 by the Defendant, who had withdrawn the entire amount. Plaintiff sought information through RTI, whereby Bank, *vide* Letter dated 21.11.2017, provided information about the closure of Account.

7. Plaintiff claimed that there were matrimonial disputes between her mother and father/ Defendant and she was living with her mother. Her father has taken away all her funds, only to pressurize the mother by putting them under financial constraint.

8. ***W.P.(C) 668/2018*** was filed by the Plaintiff / Respondent against the Bank, which was disposed of *vide* Order dated 26.07.2018. Defendant / Appellant has filed his Counter affidavit dated 13.07.2018 in this Petition, wherein he admitted that PPF Account was closed and he had taken entire money, with an undertaking that it would be utilized for the benefit of Plaintiff.

9. ***Plaintiff thus, filed Suit for recovery of Rs.8,13,853.79/- along with pendente lite and future interest.***

10. ***Defendant, in amended written statement,*** took preliminary objection that Plaint was barred under Section 11(d) of CPC. According to Section 10 of the Public Provident Fund Act, 1968, *"No suit, prosecution or other legal proceeding shall lie against any person for anything which is done in good faith done or intended to be done under this Act or the Scheme"*.

11. Defendant, in good faith, had transferred the amount from PPF Account to his personal account, without any ulterior motive of causing any loss or harm to the Plaintiff. *It was claimed that Plaint did not disclose any cause of action.*

12. He admitted the facts as narrated in the Plaint, but his defence was that; *firstly,* he was entitled to close the PPF Account, as it had already lapsed; and *secondly,* the amount so withdrawn by him, was being used for the benefit of Plaintiff, as he had been paying maintenance of Rs.12,000/- per month to the Plaintiff from 16.06.2016 to 28.05.2018, which amounted to a total of Rs.6,00,000/-, pursuant to Order of learned Family Court, Dehradun dated 18.05.2016. *Therefore, Rs.6,00,000/- have already been paid to the Plaintiff by him.*

13. It was further asserted that pursuant to Order of Hon'ble High Court of Uttarakhand dated 26.10.2018, Defendant is also paying Rs.35,000/- per month as maintenance to his wife, which, according to him, were also being utilized by the Plaintiff. *It was therefore, submitted that Suit of the Plaintiff / Respondent was liable to be dismissed.*

14. Application under Order XII Rule 6 of CPC was filed on behalf of the Plaintiff for Judgment on Admissions made by the Defendant.

15. ***Learned District Judge***, in impugned Order dated 10.01.2023, *observed that there was a categorical admission of withdrawal of Rs.8,13,853.79/-, which the Defendant had undertaken to utilize the amount for the benefit of the Plaintiff.* It was held that the Defendant could not claim adjustment of the sum of Rs. 6,00,000/-, paid by him towards the maintenance of the Plaintiff, pursuant to the Order of the learned Family Court, against the amount lying in the PPF Account, as the obligation to maintain his daughter was an independent legal responsibility.

16. It was thus, concluded that though in the Application under Order XII Rule 6 CPC, a partial Decree of Rs.2,13,853.79/- was sought, but the Court held that in fact, Plaintiff was entitled to the entire Suit Amount of Rs.8,13,853.79/-. *Therefore, the Suit was decreed for the entire amount along with interest @ 8% per annum, under Order XII Rule 6 of CPC.*

17. ***Aggrieved by the impugned Judgment dated 10.01.2023, Defendant has filed present Appeal.***

18. The ***grounds of challenge*** are that the withdrawal of the money by the Defendant had been done in accordance with the PPF Act and Suit could not have been decided without trial. Significantly, Appellant had filed an Application under Order VII Rule 11 of CPC for rejection of the Plaint, which he withdrew in good faith, as provided under Section 10 of PPF Act, believing that the Suit would be decided only after trial.

19. It has not been considered that there was no undertaking required to be furnished by the Appellant, at the time of closing the PPF Account to the Bank. It has also not been considered that he was entitled to close and withdraw the money, on maturity of PPF Account.

20. Respondent had not contributed any money in this PPF Account, but it was the Appellant, who had been putting the money in PPF Accounts. Without prejudice, the Appellant has already contributed towards the welfare of the Plaintiff and the Decree is bad in law. There were *mixed questions of fact and law,* which could not have been determined without recording of evidence. There were no admissions of fact made by the Appellant in the pleadings nor was there any acknowledgment of liability in favour of the Plaintiff. Therefore, Judgment on Admissions is bad in law. It is therefore, submitted *that the impugned Judgment dated 10.01.2023, be set aside.*

Submissions heard and record perused.

21. This case raises the issue of entitlement of a father to utilize the investments made by him in the name of a child, to use such money in payment of maintenance of the child, pursuant to the Court Order.

22. In order to understand the controversy, it would be significant to note that a parent during the childhood may make investment and create a corpus by putting savings annually, in some account, but essentially it is an investment to be utilized in future. However, the maintenance is the day-to-day expenditure in the up-bringing of the child which is the independent legal responsibility of a parent. Merely because of a marital discord, the investments cannot be used by the father, towards the maintenance as it would simply amount to utilization of the child's money for the discharge of the legal responsibility of the father.

23. In this backdrop, the facts of this case may be considered. Admittedly, by the Defendant / Appellant had opened a minor PPF Account on 09.12.1999, in the name of his daughter / Plaintiff and on maturity this account on 18.10.2016, it was closed and the entire amount of Rs.8,13,853.79/- was withdrawn by the father. It is also admitted by him that he had given undertaking to the Bank that this amount of Rs.8,13,853.79/- shall be used for the benefit of the Plaintiff.

24. While it is shown that the account had been closed and money taken out by the Appellant / Defendant in accordance with PPF Act and closure was not illegal, but the question is, *who is entitled to the money withdrawn from this PPF Account.*

25. As discussed above, being the investment in the name of the child, she was entitled to receive the amount. The father may have taken the money to which the Plaintiff was entitled, but it was only in the fiduciary capacity, as a Guardian, but cannot be utilized by the father to off-set his responsibility of maintenance, towards the child.

26. In the present case, though savings in PPF Account were made by the Defendant / Plaintiff's father, but the same were for the benefit of the Plaintiff / Defendant's daughter, to which she was entitled after attaining the age of majority, i.e. 18 years on 13.11.2016. **The amount could not have been transferred by the Defendant to his own Account and he was liable to give this money to the Plaintiff.**

27. The Defendant may have been paying the paying Rs.12,000/- to the Plaintiff, pursuant to Order dated 18.05.2016 of the learned Family Court, Dehradun from 16.06.2016 to 28.05.2018 and paid a total sum of Rs.6,00,000/- to her during this period, but that was in recognition of his responsibility to maintain his daughter.

28. Learned District Judge has rightly observed that the responsibility to maintain the child, is an independent right of the father and it cannot be claimed to be adjusted against the amount of Rs.8,13,853.79/-, which was an investment made by the father.

29. Likewise, Appellant may have been paying Rs.35,000/- per month to his wife / Plaintiff's mother, as maintenance, but the right of wife to maintenance is also an independent right and Plaintiff cannot be denied right to money, to which she is lawfully entitled.

30. Therefore, learned District Judge has rightly exercised discretion under Order XII Rule 6 of CPC to decree the Suit of the Plaintiff / Respondent ***for the entire sum of Rs.8,13,853.79/-*** *(even though Plaintiff under Order XII Rule 6 of CPC had claimed partial decree for the sum of Rs.2,13,854.79/-)* along with interest @ 8% per annum, being the interest rate for PPF Account in the year 2016.

31. **It is a well reasoned Order and does not merit any interference.**

32. Accordingly, the Appeal along with pending Applications, if any, is dismissed.

(NEENA BANSAL KRISHNA)
JUDGE

AUGUST 03, 2026/*R*