



2025:DHC:9719



* IN THE HIGH COURT OF DELHI AT NEW DELHI

%

Reserved on: 18th August, 2025

Pronounced on: 06th November, 2025

+

CRL.REV.P.(MAT) 224/2025

.....Petitioner

Through:

versus

.....Respondents

Through:

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. A Criminal Revision Petition under Section 438 read with Section 442 of Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023 [corresponding to Section 397 read with Section 401 of the Code of Criminal Procedure (CrPC), 1973] has been filed on behalf of **Vikramjeet Rana**, the



Petitioner/Husband to challenge the Order dated 31.01.2025 whereby the learned ASJ, Delhi has partly allowed the Appeal No.384/2024 and 265/2024 against the Order dated 22.06.2024, directing the Petitioner/Husband to continue to pay Rs.20,000/- per month as interim Maintenance, *under Section 12 of the Protection of Women from Domestic Violence Act, 2005(hereinafter referred to as “D.V. Act”)*.

2. **Briefly stated**, the Petitioner, Vikramjeet Rana got married to Respondent No.2, Manisha Rana on 18.05.2013 and one child was born from their wedlock, who is in the custody of the Respondent No.2/wife. The relationship between the Petitioner and his wife became sour and they started residing separately since 2021. The Respondent/wife filed a *Petition under Section 12 “D.V. Act”* wherein vide Order dated 16.11.2021, various interim reliefs as sought by the Respondent wife, were granted. Besides other reliefs, the *Petitioner was directed to pay Rs.20,000/- per month to the wife in lieu of the alternation accommodation, subject to filing of Rent Agreement and Rent Receipts.*

3. This Order was challenged by both the parties, but they did not succeed either in the Court of Sessions or before this Court, from where the Appeal was withdrawn by the husband.

4. Thereafter, the husband filed an Application under Section 25(2) D.V. Act, asserting that wife was no longer entitled to any rent as she herself was a Government servant and was getting rent allowance as part of the salary. Moreover the Rent Agreement and Receipts were forged. Further, the wife had already purchased a property in Hauz Khas, despite which she was also



retaining the possession of the First Floor of the matrimonial home and in addition was claiming an amount of Rs.20,000/- towards rent.

5. This Petition was disposed of by the learned M.M. *vide* Order 22.06.2024, wherein it was held that since the wife had already bought a flat of her own, she can no longer occupy a portion of the matrimonial home. Thus, *the wife was directed to return the portion of the matrimonial home and was directed to surrender the possession within two weeks.*

6. Both the parties again preferred cross-Appeals against this Order of learned M.M. dated 22.06.2024 which were disposed of *vide* Order dated 31.01.2025 of the learned ASJ. It was observed by the learned ASJ that though Rs.20,000/- per month had been awarded as rent and the wife has acquired a Flat in Hauz Khas, but she has to pay EMIs in the sum of Rs.42,740/- per month for repayment of Housing Loan, therefore *amount of Rs.20,000/- which was earlier given for rent, may be adjusted for repayment of EMIs.*

7. *Aggrieved by the said Order dated 31.01.2025, the Petitioner/husband has filed the present Revision Petition.*

8. The **grounds of challenge** are that the Section 25(2) D.V. Act empowers the Magistrate to alter/modify or revoke any Order made under the Act, on the Application of the aggrieved party or the Respondent.

9. The learned ASJ has erroneously held that once the Respondent No.2 was held entitled to rent *vide* earlier Order dated 16.11.2021 which was confirmed by the learned ASJ and not successfully challenged further by the Husband, he cannot seek modification of the said Order.



10. It is submitted that this observation is contrary to Section 25 D.V. Act, which allows modification of Orders on account of change of circumstances. It is an admitted fact that Respondent No.2 has purchased a luxurious house in Hauz Khas Safdarjung Development Area, New Delhi jointly with her mother, where she has been residing since the last week of April, 2024. This constitutes a substantial change in the circumstances necessitating modification of the earlier interim Order.

11. The learned ASJ has permitted the amount of Rs.20,000/- per month being paid towards the Rent, to be adjusted for monthly EMIs by the Respondent. It is asserted that by permitting so, the learned ASJ has effectively changed the nature of relief granted, without legal basis. The Rent cannot be equated with EMI which is fundamentally distinct. Rent is a payment towards the use of property by another, while EMI is a payment towards acquisition of ownership in a property. The Respondent No.2 being allowed to use the amount of Rent towards acquisition of property, has effectively transformed the temporary relief into a permanent asset building mechanism for herself.

12. Pertinently, the Respondent No.2, who is in Government service is receiving House Rent Allowance (HRA) of approx. Rs.15,000/- per month which has not been taken into account. She is getting a salary of Rs.1,10,000/- per month approx. in addition to Rs.35,000/- from the Petitioner, which has been awarded to her by the learned Trial Court. Approx. Rs.10,000/- per month is the reimbursement of the school fee of the daughter. Therefore, the total monthly income of the Respondent No.2 is approx. Rs.1,55,000/-.



13. It is submitted that the judgment of Vinay Verma vs. Kanika Pasricha and Anr. AIR OnLine 2019 Del 1878 and Adil and Ors. vs. State & Anr. 2010 (4) JCC 2577 which is directly applicable to the present facts, has not been appreciated correctly.

14. No enquiry has been conducted into the financial capacity and economic status of both the parties, before upholding the order of payment of Rs.20,000/- per month towards the rent. A proper assessment would have revealed that Respondent No.2 being a Government employee, had a stable income and has now acquired a property worth Rs.4.5 crores, which indicates a better financial position than that of the Petitioner who is also supporting his widow mother, himself and is incurring expenditure of multiple litigations.

15. The Petitioner's mother is getting a modest pension as his father was in Delhi Police. The income of the Petitioner is Rs.1,30,000/- from which he is paying Rs.35,000/- per month to the Respondent No.2, in terms of the Orders of the Court. After deducting Rs.35,000/- Petitioner is left only with Rs.95,000/-.

16. Reliance is placed on Rajnesh vs. Neha and Ors., 2020 SCC OnLine SC 903 and Satish Chander Ahuja vs. Sneha Ahuja, AIR 2020 SC 5397. Reliance is also placed on Ravneet Kaur vs. Prithpal Singh Dhingra, 2022 SCC OnLine Del 594, wherein it has been held that right of residence under Section 19 D.V. Act is not an indefeasible right of residence in shared household, especially when the daughter-in-law is pitted against father-in-law and mother-in-law. When there exists a fictional relationship between the parties, the parents at the fag end of their life, cannot be compelled to



stay with the daughter-in-law and it is appropriate if alternate accommodation is provided to the wife under Section 19(1)(f) D.V. Act.

17. The Petitioner asserts that the objective of providing interim relief under Section 19(1)(f) D.V. Act is to secure a similar level of alternate accommodation for the aggrieved person and is intended to provide immediate shelter and not a permanent asset building mechanism.

18. The Respondent No.2 has no responsibility except to maintain herself. The Petitioner has already paid a total amount of Rs.8,75,000/- to Respondent No.2 till date towards Child Maintenance and accommodation expenses.

19. *It is, therefore, prayed that the Order dated 31.01.2015 directing the Petitioner to continue to pay the House Rent may be set aside.*

20. **Learned counsel on behalf of the Respondent/wife** has contended that she was subjected to domestic violence and was thrown out of the matrimonial home. It is in those circumstances, that Rs.20,000/- were directed by the learned M.M. vide Order dated 16.11.2021 to pay the monthly Rs.20,000/-.

21. Though it is not denied that she has acquired a flat in Hauz Khas, but it is asserted that in the joint name with the mother and she has to pay the monthly instalment of Rs.42,740/- which has created a huge financial constraint.

22. The learned ASJ has, therefore, rightly directed that Rs.20,000/- per month payable towards rent, may be adjusted towards the payment of EMIs, an additional burden on the Respondent/wife. *Hence, the present Petition is liable to be dismissed.*



Submissions heard and record perused.

23. The learned M.M *vide* Order dated 16.11.2021 had disposed of an Application under Section 23 D.V. Act, filed by Respondent No.2/wife seeking interim maintenance, and had granted various reliefs to the wife, including a direction to the Petitioner/husband to pay rent of Rs.20,000/- per month towards alternate accommodation. The said Order was upheld by the learned ASJ *vide* Order dated 13.01.2023.

24. It has been agitated that, despite the Petitioner regularly paying the aforesaid amount as directed, Respondent No. 2 continued to retain possession of a portion of the matrimonial home. The same has been rightly directed, *vide* Order dated 22.06.2024, and subsequently upheld by the impugned Order dated 31.01.2025, to be surrendered by Respondent No. 2.

25. The ***sole question*** which arises is ***whether after acquisition of a flat even if in the joint name with the mother in April, 2024, Respondent No.2 is entitled to continue to receive Rs.20,000/- per month towards the rent?***

26. It needs no reiteration that the Domestic Violence Act had been enacted with the intention of providing immediate relief and support to a wife who has been subjected to domestic violence. The legislative intent behind the D.V. Act is to provide succour to women who are financially vulnerable and subjected to domestic violence. However, the said provision cannot be stretched to benefit a woman who is financially independent and capable of maintaining herself.

27. Here is a case where the Respondent No. 2 is not only a permanent Government employee, but is also getting a monthly HRA of Rs.15,000/- per month from her Department aside from a salary of Rs.1,10,000/- per



month. According to the Petitioner, his income also is somewhat commensurate and he is earning about Rs.1,30,000/- per month.

28. Even if the wife was getting an HRA, learned M.M. in its Order dated 16.11.2021 after considering the totality of circumstances had directed the payment of Rs.20,000/- per month towards Rent, which has been upheld by learned ASJ and though challenged before this Court, the Petition was withdrawn.

29. No doubt, the Interim Order directed payment of Rent of Rs.20,000/- per month. However, here is a situation when the Petitioner is claiming *change of circumstances* and thus, *modification of this Order in terms of Section 25(2) D.V. Act* which provides that in case of change of circumstances the Order may be recalled, modified or altered.

30. In the present case, indeed there is a change in circumstance as a flat has been admittedly acquired by Respondent No.2. The question is ***whether she should now continue to get Rs.20,000/- per month towards Rent.***

31. As already noted, the purpose of granting maintenance under the D.V. Act was to provide the Respondent with alternate accommodation. However, she having acquired a flat in Hauz Khas, Delhi, she cannot be held to be in need of immediate shelter. Therefore, it would not be appropriate, fair, or just to direct that the maintenance of Rs.20,000/- per month be continued, as has been rightly argued by the Petitioner. Once a flat has been acquired by the Respondent, there remains no justification to direct continuation of payment of Rs.20,000/- per month by the Petitioner.

32. The very substratum upon which the maintenance was granted, has ceased to exist with the acquisition of the property. To permit the



continuation of such payment, would be to allow the Respondent undue benefit, which is contrary to the purpose of interim relief under the D.V. Act.

33. Accordingly, the impugned Order dated 31.01.2015, is hereby **set aside** and it is directed that Respondent No.2 shall not be entitled to a sum of Rs.20,000/- per month towards the Rent w.e.f. May, 2024.

34. The Petition is accordingly disposed of, along with pending Application(s), if any.

(NEENA BANSAL KRISHNA)
JUDGE

NOVEMBER 06, 2025
va