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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Date of Decision: 20.11.2026***

\# **CNR No. DLHC010830372025**

\+ **CRL.REV.P.(MAT.) 469/2025, CRL.M.A. 31903/2025**

KISHORE KUMAR@
KISHORE KR. SHARMA .....Petitioner

Through: Ms. Nikita Dewan, Advocate.

versus

GEETA SHARMA & ANR. .....Respondents

Through: Mr. Sunny Jain, Advocate.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

1. The present revision petition under Section 438 read with Section 442 of the Bharatiya Nagarik Suraksha Sanhita, 2023 [corresponding to Section 397 read with Section 401 of the Code of Criminal Procedure, 1973 (hereinafter "*CrPC*")] has been filed by the petitioner assailing an order dated 04.08.2025, passed by the learned Judge Family Court-02, Central District, Tis Hazari Courts, Delhi, in MT No. 483/2022.

2. By way of paragraph 16 of the impugned order, the petitioner herein was directed to pay interim maintenance of Rs. 4,500/- per month each to his wife, *i.e.*, respondent no.1, and his minor daughter, *i.e.*, respondent no.2. The impugned order was passed in a petition filed under Section 125 of the CrPC on behalf of the respondents herein.

3. Learned counsel for the petitioner submits that the petitioner has been unemployed since 2023 and that respondent no. 1 (wife) earns a substantial

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amount of money, *viz.* around Rs. 1,00,000/- per month.

4. It is a settled position of law that this Court, while exercising its revisional jurisdiction, should not ordinarily interfere with the order of maintenance or interim maintenance passed by the Family Court under Section 125 of the CrPC, unless the same is found to be perverse, arbitrary, or contrary to law.

5. In this regard, a reference may be made to the decision of the Supreme Court in ***Pyla Mutyalamma v. Pyla Suri Demudu*, (2011) 12 SCC 189**, wherein the following observation was made in the context of maintenance order:

> "*15.* ***The High Court under its revisional jurisdiction is not required to enter into reappreciation of evidence recorded in the order granting maintenance; at the most it could correct a patent error of jurisdiction.*** *It has been laid down in a series of decisions including Suresh Mandal v. State of Jharkhand that in a case where the learned Magistrate has granted maintenance holding that the wife had been neglected and the wife was entitled to maintenance,* ***the scope of interference by the Revisional Court is very limited. The Revisional Court would not substitute its own finding and upset the maintenance order recorded by the Magistrate.***
>
> *16.* ***In a revision against the maintenance order passed in proceedings under Section 125 CrPC, the Revisional Court has no power to reassess evidence and substitute its own findings.*** *Under revisional jurisdiction, the questions whether the applicant is a married wife, the children are legitimate/illegitimate, being pre-eminently questions of fact, cannot be reopened and the Revisional Court cannot substitute its own views. The High Court, therefore, is not required in revision to interfere with the positive finding in favour of the marriage and patronage of a child. But where finding is a negative one, the High Court would entertain the revision, re-evaluate the evidence and come to a conclusion whether the findings or conclusions reached by the Magistrate are legally sustainable or not as negative finding has evil consequences on the life of both the child and the woman. This was the view expressed by the Supreme Court in Santosh v. Naresh Pal, as also*

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> *in Pravati Rani Sahoo v. Bishnupada Sahoo.* ***Thus, the ratio decidendi which emerges out of a catena of authorities on the efficacy and value of the order passed by the Magistrate while determining maintenance under Section 125 CrPC is that it should not be disturbed while exercising revisional jurisdiction.***"
>
> (emphasis supplied)

6. The apex Court in ***K.G. v. N.G.*, 2026 INSC 1215**, refused to interfere with the interim maintenance order, after noting the following:

> "*5. We have perused the written submissions filed by both the parties and the financial affidavits as mandated by this Court in Rajnesh vs. Neha and Another and,* ***on close scrutiny of the material, we are of the considered view that the reasoning adopted by the High Court while enhancing the interim maintenance from Rs.75,000/- per month to Rs.1,50,000/- per month, is neither perverse nor unreasonable****, keeping in view the business carried out by the appellant, his investments, etc.*"
>
> (emphasis supplied)

7. A Coordinate Bench of this Court in ***Neelesh Srivastava v. Sukriti Srivastava,* 2025:DHC:11291**, in the context of a plea of unemployment of the husband therein, observed as follows:-

> "*15. The scope of revisional jurisdiction under Sections 397 and 401 Cr.P.C. is narrow and circumscribed.* ***Interference is warranted only where the impugned order suffers from patent illegality, perversity, gross impropriety, or results in miscarriage of justice.***
>
> *16.* ***It is equally well-settled that orders granting interim maintenance are interlocutory in nature, based on a prima facie assessment of material placed before the Court, and ordinarily ought not to be interfered with unless the finding is wholly arbitrary or untenable.***"
>
> (emphasis supplied)

8. Another Coordinate Bench of this Court in ***Parwez Khan v. Shabnam Ara,* 2025:DHC:11152**, *inter alia*, observed as under:

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> "*7. The issue that arises for consideration before this Court is whether the learned Family Court erred in its approach while granting interim maintenance and whether the quantum so fixed warrants any interference at this stage.* ***The scope of interference with an interim maintenance order under Section 125 Cr.P.C. is narrow and limited to correcting patent illegality, perversity, or manifest unreasonableness in the order.***"
>
> (emphasis supplied)

9. The impugned order, while fixing the amount of interim maintenance, only took into account the minimum wages for a graduate in Delhi. This Court does not find any irregularity or perversity in the same. It would be apposite to make a reference to the decision of a Coordinate Bench of this Court in ***Tasmeer Qureshi v. Asfia Muzaffar,*** **2025:DHC:9479**, wherein this Court held as under:

> "*45.* ***Another issue which is relevant to highlight is the practice in which the learned Family Courts, faced with non-disclosure or evasive disclosure of income by the husband or where a husband pleads that he earns nothing, proceed to assess earning capacity by resorting to the schedule of minimum wages. The underlying rationale is sound – an able-bodied man cannot be permitted to defeat a claim for maintenance by his wife by withholding basic financial particulars*** *[Ref: Shamima Farooqui vs. Shahid Khan: (2015) 5 SCC 705; Rajnesh v. Neha (supra)], and the Family Court is entitled to draw an adverse inference and impute at least a baseline earning capacity.* ***Minimum wages provide a statutory and reasonable basis to assess a person's earning capacity when there is no direct or reliable proof of actual income available on record.***"
>
> (emphasis supplied)

10. However, according to the petitioner these are certain peculiar factual aspects which have not been taken note of in the impugned order. It shall be open to the petitioner to move an appropriate application seeking modification of the impugned order before the learned Family Court. In the

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event of such an application being filed, the same shall be considered on its own merits, uninfluenced by observations made by this Court hereinabove.

11. The present petition, along with pending application/s, stands disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 20, 2026/*at/vk*

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