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

Judgment delivered on: 25.03.2025

\+ CS(OS) 2338/2013

SOHNU MOHAN .....Plaintiff

Through: Mr Anil Sharma, Mr Sankalp Mishra and Mr Arpit Sharma, Advocates.

versus

RAMONA JIND & ORS .....Defendants

Through: Mr S. Santanam Swaminadhan and Mr Kartik Malhotra, Advocates for D-1.
Mr Rahul Sharma and Mr Darsh Bansal, Advocates for D-2.
Mr Sanjeev Sindhwani, Sr. Advocate with Mr Arvind Bhatt, Advocates for D-5 & D-6.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

VIKAS MAHAJAN, J.

I.A. 40059/2024 (*by the defendant no.2 under Section 151 CPC*)

1. The present application has been filed by the defendant no. 2 seeking the following reliefs:

> *"(a) Direct the Plaintiff and / or the Defendant No.5 / DefendantNo.6 to immediately pay the fifth semester college fees of the Defendant No.2 amounting to $46,079/- USD directly to Barnard College of Columbia University in New*

York, USA, and other living and medical expenses amounting to approx.$3,300/- per month directly to the Defendant No.2 in USA; and

(b) Direct the Plaintiff and / or the Defendant No.5 / DefendantNo.6, to either jointly or severally, pay the future maintenance and educational expenses of the Defendant No.2 as set out in paras 44 to 46 of the Counter Claim of the Defendant No.2 in a timely manner;

(c) Charge on the properties of the HUF, as set out in para 49 of the Counter Claim of the Defendant No.2, be created for the amounts to be paid to the Defendant No.2 /Counter Claimant; and

(d) Award cost of the present Application to the Defendant No.2/Counter Claimant"

2. The brief facts which are borne out from the plaint are that the plaintiff is the son of defendant no. 5. He was born as a member of the defendant no.6/HUF, of which defendant no.5 has been the *karta* since 1977.

3. On 30.10.2000, the plaintiff got married to the defendant no. 1 at Delhi. Soon thereafter, the defendant no. 1 moved to the USA to join the plaintiff who was settled there.

4. It is stated in the plaint that after the marriage, the defendant no. 1 had become a member of the defendant no. 6/HUF and a farm at Aya Nagar was purchased in her name out of the funds of the defendant no. 6.

5. It is also pleaded case of the plaintiff that in the year 2002, pursuant to a family settlement agreed upon by the parties, the plaintiff along with the defendant no. 1 got separated from the defendant no. 6/HUF. It was also settled that the plaintiff would get a residential flat and the Aya Nagar farm in lieu of his share in the defendant no. 6/HUF. Resultantly, a residential flat

at S-41, Second Floor, Panchsheel Park, New Delhi was purchased in the name of the plaintiff and the defendant no.1. Hence, the plaintiff ceased to be a coparcener of the defendant no. 6/HUF from the year 2002.

6. On 07.07.2004, out of the wedlock of the plaintiff and the defendant no.1, a daughter i.e. defendant no. 2 was born in the USA and became the member of the plaintiff's HUF and on 12.09.2008, a son i.e. defendant no. 3 was born and as such, he also became a coparcener in the plaintiff's HUF.

7. In October, 2012, the defendant no.1 filed a petition against the plaintiff in the Family Court, Saket Courts, under the provisions of Protection of Woman from Domestic Violence Act, 2005 (in short 'the DV Act').

8. Thereafter, in the year 2013 the plaintiff filed the present suit seeking declaration that the aforementioned properties situated at S-41, Second Floor, Panchsheel Park, New Delhi and agricultural land of Aya Nagar be declared as properties owned by the Joint Hindu Family comprising of the plaintiff and the defendant nos. 1 to 3.

9. The present suit is still at the stage of completion of pleadings as the parties were trying to settle their dispute through mediation. However, the mediation has now failed.

10. In this backdrop, the present application has been filed by the defendant no. 2. The application was filed on 19.09.2024 along with the counter claim of defendant no.2. For the sake of completeness, it may be noted that the defendant no.2 has filed a counter-claim in the present suit on 19.09.2024 without filing any written statement.

11. By way of present application, the defendant no. 2 is seeking, *inter-alia*, directions against her the father i.e. the plaintiff herein, her grandfather

/ defendant no. 5 /*karta* and against the defendant no. 6/HUF to immediately pay her fifth semester college fees amounting to $ 46,079 USD directly to her college, viz – Barnard College of Columbia University in New York, USA and other living and medical expenses amounting to approx. $3300 USD per month directly to defendant no. 2.

12. It is the case of the defendant no. 2 and so contended by Mr Rahul Sharma, the learned counsel appearing on behalf of defendant no. 2 that the defendant no. 5 having encouraged and instructed defendant no. 2 to take admission in the Barnard College on the assurance that he will pay the full college tuition fee, has now abruptly cut off the defendant no. 2's funds, thereby, hampering the academics of the defendant no. 2.

13. He submits that the defendant no. 5 in his capacity as a *karta* of the defendant no. 6/HUF and for the upliftment and well-being of a coparcener of the said HUF had executed a letter of guarantee dated 26.11.2021 for bearing the education related expenses of the defendant no. 2 for pursuing her education right up to completion of Ph.D at Barnard College of Columbia and the said guarantee was also shared with the college of the defendant no. 2.

14. He submits that since the birth of the children, the plaintiff has remained completely absent as a father. The defendant no. 2 is presently aged about 20 years and is an overseas citizen of India, domiciled in India. The defendant no. 2 being the grand-daughter of the defendant no. 5, is therefore, a coparcener of the defendant no. 6/HUF.

15. He further submits that in the domestic violence proceedings pending against the plaintiff, on 10.09.2013 the plaintiff had agreed to pay the educational expenses of the defendant nos. 2 and 3. He adds that due to

irregularity on part of the plaintiff in complying with the order dated 10.09.2013, the defendant no. 5 appeared before the Family Court on 10.01.2014, where the domestic violence proceedings are pending and agreed to pay the school fees and other expenses of his grand-children.

16. He submits that from 2014, the defendant no. 5 in his capacity as father of the plaintiff, *karta* of defendant no. 6/HUF and grand-father of the defendant nos. 2 and 3 started paying their expenses.

17. Mr. Sharma submits that in terms of this Court's order dated 04.04.2019, the defendant no. 5 voluntarily shared a settlement proposal with the defendant nos. 1 to 3 on 23.04.2019, acknowledging the needs of the minor children and agreeing to pay the defendant nos. 1 to 3 crores of rupees.

18. He submits that in the year 2021, while the parties were in settlement talks, the defendant no. 5 directed the defendant no. 1 to take steps to admit the defendant no. 2 in an Ivy League College and got her admitted at Barnard College. It was specifically assured, agreed and undertaken by the defendant no. 5 that either he or the defendant no. 6/HUF or the plaintiff shall take care of the entire expenses including educational, medical and other living expenses of the defendant no. 2 uptil completion of her Ph.D.

19. He submits that for initial 1.5 years the entire educational and living expenses for the defendant no. 2 were borne and paid by the defendant no.5 directly to the college authorities or to the defendant no. 2 and after 1.5 years thereof, the plaintiff/defendant no. 5 started making irregular payments to the defendant no. 2 and from September, 2023 completely stopped making any payment to the defendant no. 2.

20. He further submits that when the time period for fourth semester

tuition fee payment of the defendant no. 2 lapsed on 10.12.2023, left with no other option, the defendant no. 1 visited the residence of defendant no. 5, which is an HUF property and after much begging, the defendant no. 5 made a late part payment towards the fourth semester tuition fee of the defendant no. 2, which made the defendant no. 2 suffer loss of subjects of her choice i.e. economics.

21. Accordingly, in the month of December, 2023 the defendant no. 1 was forced to take a loan of $ 43,662 USD from her cousin, namely, Mr. Amrinder Sidhu for the payment of tuition fee. He submits that out of the aforesaid loan amount, $ 18,667 USD is yet to be repaid to Mr. Sidhu.

22. He further submits that the defendant no. 2 has developed a chronic asthma in New York and on account of her ill-health, she is not able to take any part time jobs alongside her college coursework load.

23. He contends that due date for payment of the defendant no. 2's fifth semester fee of $ 46,079 USD lapsed on 05.08.2024 and because of the failure of the plaintiff and the defendant no. 5 to bear the educational expenses of the defendant no. 2, the defendant nos. 1 and 2 were compelled to opt for a four-instalment payment plan with Barnard College. Consequently, the defendant no.1 was forced to take loans from friends and family to pay the first two instalments $ 11,519.75 USD each, which amount is liable to be repaid in terms of the defendant no. 5's explicit written guarantee. The remaining two instalments of $ 11,519.75 USD are still due.

24. He submits that if the defendant no. 2's college fee is not paid on time, she will lose access to her dorm housing, rendering her homeless in New York and potentially, she will be removed from her college. A similar amount will also be due for the next semester of her third year.

25. In support of his submission, Mr. Sharma has *inter alia* relied upon the following decisions-

(i) ***Abhilasha vs. Parkash and Ors***[1],

(ii) ***Krishna Madhav Ghule and Ors. vs. Padminibai Mohan Ghule***[2]

(iii) ***S. Jagjit Singh Bhatia vs. S. Balbir Singh Bhatia & Ors.***[3]

(iv) ***Yes Bank Limited vs. Zee Entertainment Enterprises and Ors.***[4]

26. *Per contra*, it is the submission of Mr. Sanjeev Sindhwani, the learned Senior Counsel appearing on behalf of the defendant nos. 5 and 6 that the present application is not maintainable, in as much as, it has been filed by a 20 years old US citizen seeking maintenance, not from the US educational support institutions or from her US citizen parents under US Laws through the US Court, but from an Indian Court against a 76 year old grandfather, an Indian citizen living in India.

27. He submits that the defendant no.1 on 29.07.2024 had filed a similar application before the Family Court where the domestic violence proceedings are pending against the plaintiff in which notice was issued on 01.08.2024. He adds that on the very next date i.e. on 02.08.2024, the defendant no.1 concealing the factum about the filing of aforesaid application, sought notice in I.A. 35318/2024, and now the defendant no. 2 has filed the instant application.

28. He submits that the defendant nos. 1 and 2 cannot pursue multiple applications seeking similar relief before the different *fora*. Hence, the

[1] (2021) 13 SCC 99
[2] MANU/MH/0292/1975
[3] 2003 SCC OnLine Del 476
[4] MANU/MH/1009/2020

defendant nos. 1 and 2 are guilty of concealment of forum shopping.

29. He submits that the defendant no. 2 has filed her counter claim no.26/2024 without filing any written statement and in absence of written statement, counter-claim is not maintainable.

30. He further submits that the defendant no. 2 has also not paid *ad-valorem* court fee on her counter-claim. Defendant no. 2 has though filed an I.A. No. 40057/2024 under Order XXXIII Rules 1 and 2 CPC seeking permission to sue as an indigent person, but till the said I.A. is decided, no relief on her other IAs can be granted.

31. On merits, Mr. Sindhwani submits that in the year 2002, by way of a family settlement, the plaintiff got separated from the defendant no. 6/HUF. On separation, the plaintiff and the defendant no. 1 ceased to be members of the defendant no. 6/HUF. Accordingly, the two properties at Aya Nagar and Panchsheel Park were allotted to 'Sohnu Mohan HUF' comprising of the plaintiff as a *karta* and his wife/the defendant no. 1 as a member.

32. He submits that on partition of an HUF, the wife of a coparcener is not entitled to a share in defendant no.6/HUF. By separation, a smaller HUF has been created. The defendant no. 2 and the defendant no. 3 were born post 2002 separation, as member/coparcener of their father's HUF and not that of defendant no. 6/HUF.

33. He further submits that the marriage between the plaintiff and the defendant no.1 was dissolved in US on 04.02.2015. On dissolution of their marriage, the defendant no.1 ceased to be a member of 'Sohnu Mohan HUF'. Therefore, she is not entitled to any share in 'Sohnu Mohan HUF' properties.

34. He submits that the defendant no. 6/HUF has no income and money in

the bank except for few thousand rupees and therefore, the defendant no. 2 cannot claim any relief against the defendant no. 6/HUF. Mr. Sindhwani submits that the plaintiff, the defendant nos. 1 to 3 are all US citizens governed by US Laws, hence, their entitlement lies under the US Laws and not under the India Laws.

35. He adds that as the defendant no. 2 is not a coparcener in the defendant no. 6/HUF, she has no right or *locus* to claim any relief from the defendant no.6/HUF or from her grandfather i.e. defendant no. 5. Moreover, defendant no. 5, being a 76 years old senior citizen, has no rental income, no fixed deposits and no tradeable securities.

36. Mr. Sindhwani submits that the letter dated 26.11.2021 cannot be considered as an enforceable guarantee, so the same cannot be relied upon by the defendant no.2 to seek maintenance from the defendant no.5. Hence, he seeks dismissal of the present application.

37. I have heard the learned counsel for the plaintiff, defendant no.2/appellant as well as the learned Senior Counsel for defendant no.5 and have also gone through the material on record.

38. The first question that confronts the Court in the present application is that who would be liable to provide maintenance/education fee and living expenses etc. to the defendant no.2/applicant- whether the plaintiff as father; or the defendant no.5 in his capacity as grandfather or guarantor; or the defendant no.5 as *karta* of defendant no.6/HUF.

39. To answer this question, apposite would it be to refer to Section 4 and Section 20 of Hindu Adoption and Maintenance Act, 1955 [hereinafter referred to as 'the Act'] which reads as under:

*"**4. Overriding effect of Act**. —Save as otherwise expressly provided in this Act, —*

(a) any text, rule or interpretation of Hindu law or any custom or usage as part of that law in force immediately before the commencement of this Act shall cease to have effect with respect to any matter for which provision is made in this Act;

(b) any other law in force immediately before the commencement of this Act shall cease to apply to Hindus in so far as it is inconsistent with any of the provisions contained in this Act."

(emphasis supplied)

xxx *xxx* *xxx*

*"**20. Maintenance of children and aged parents. —(1) Subject to the provisions of this section a Hindu is bound, during his or her life-time, to maintain his or her legitimate or illegitimate children and his or her aged or infirm parents.***

(2) A legitimate or illegitimate child may claim maintenance from his or her father or mother so long as the child is a minor.

(3) The obligation of a person to maintain his or her aged or infirm parent or a daughter who is unmarried extends in so far as the parent or the unmarried daughter, as the case may be, is unable to maintain himself or herself out of his or her own earnings or other property.

Explanation. —In this section "parent "includes a childless step-mother."

(emphasis supplied)

40. Reading of Section 20 of the Act, makes amply clear that the statutory obligation is cast upon a Hindu father to maintain his or her unmarried daughter when she is unable to maintain herself out of her own earnings or other property even though she has become major. Reference in this regard may advantageously be had to a decision of Hon'ble Supreme Court in ***Abhilasha*** *(supra),*wherein it was held as under:

"28. Section 20(3) of Hindu Adoptions and Maintenance Act, 1956 is nothing but recognition of principles of Hindu Law regarding maintenance of children and aged parents. ***Section 20(3) now makes it statutory obligation of a Hindu to maintain his or her daughter, who is unmarried and is unable to maintain herself out of her own earnings or other property.***

29. Section 20 of Hindu Adoptions and Maintenance Act, 1956 ***cast a statutory obligation on a Hindu to maintain his daughter who is unmarried and unable to maintain herself out of her own earnings or other property. As noted above, Hindu Law prior to enactment of Act, 1956 always obliged a Hindu to maintain unmarried daughter, who is unable to maintain herself. The obligation, which is cast on the father to maintain his unmarried daughter, can be enforced by her against her father, if she is unable to maintain herself by enforcing her right Under Section 20.***

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32. The provision of Section 20 of Act, 1956 cast clear statutory obligation on a Hindu to maintain his unmarried daughter who is unable to maintain herself. ***The right of unmarried daughter Under Section 20 to claim maintenance from her father when she is unable to maintain herself is absolute and the right given to unmarried daughter Under Section 20 is right granted under personal law, which can very well be enforced by her against her father. The judgment of this Court in Jagdish Jugtawat (supra) laid down that Section 20(3) of Act, 1956 recognised the right of a minor girl to claim maintenance after she attains majority till her marriage from her father. Unmarried daughter is clearly entitled for maintenance from her father till she is married even though she has become major, which is a statutory right recognised by Section 20(3) and can be enforced by unmarried daughter in accordance with law.***

xxx xxx xxx

39. *We, thus, accept the submission of the learned Counsel for the Appellant that* ***as a preposition of law, an unmarried Hindu daughter can claim maintenance from her father till she is married relying on Section 20(3) of the Act, 1956, provided she pleads and proves that she is unable to maintain herself, for***

enforcement of which right her application/suit has to be Under Section 20 of Act, 1956.

(emphasis supplied)

41. Further, Section 4(a) of the Act provides that the provisions of the Act will have overriding effect and the provisions of the Act are only applicable with respect to any matter for which provision is made in the Act, which means, the Act is exhaustive insofar as some express provision is provided therein. Reference may be had to the decision of the Hon'ble Supreme Court in ***Vimalben Ajitbhai Patel and Ors. vs. Vatslabeen Shokbhai Patel and Ors.***[5],the relevant excerpt of which reads thus:

> *"21. Section 4 provides for a non obstante clause. In terms of the said provision itself any obligation on the part of in-laws in terms of any text, rule or interpretation of Hindu Law or any custom or usage as part of law before the commencement of the Act, are no longer valid.* ***In view of the non obstante clause contained in Section 4, the provisions of the Act alone are applicable.*** *Sections 18 and 19 prescribe the statutory liabilities in regard to maintenance of wife by her husband and only on his death upon the father-in-law. Mother-in-law, thus, cannot be fastened with any legal liability to maintain her daughter-in-law from her own property or otherwise."*

(emphasis supplied)

42. In the present case, though it has not been proved by way of documentary evidence that the defendant no.2 is not able to maintain herself, either out of her own earnings or from any property, but it is an admitted position that she is a student and studying in a college in US and her tuition fee was funded and borne by the defendant no.5. It is also not the case of the non-applicants that the defendant no.2/applicant can maintain herself or fund her education out of her own earnings or from any property. Therefore,

[5]MANU/SC/7334/2008

considering exorbitant fee of her college and the fact that applicant is a student, it can safely be assumed, especially while deciding the present interlocutory application, that she has no means to maintain herself or fund her education.

43. The upshot of aforesaid discussion is that defendant no.2 has an absolute right to claim maintenance from her father / plaintiff, as she is unable to maintain herself. Incidentally, the maintenance as defined under the Act includes provision for education as well.[6]

44. Having held that, the next aspect that needs to be examined is the quantum of maintenance which plaintiff can be directed to pay to her daughter, the applicant herein.

45. The law in now well settled that in all maintenance related proceedings an Affidavit of Disclosure of Assets and Liabilities is mandatorily required to be filed by the parties. In ***Rajnesh vs Neha and Another***[7], the Hon'ble Supreme Court has framed the guidelines to provide for uniform format of Affidavit of Disclosure of Assets and Liabilities to be filed in all the maintenance proceedings. The said guidelines read as under:

> *"72. Keeping in mind the need for a uniform format of Affidavit of Disclosure of Assets and Liabilities to be filed in maintenance proceedings, this Court considers it necessary to frame guidelines in exercise of our powers under Article 136 read with Article 142 of the Constitution of India:*
>
> *72.1. (a) The Affidavit of Disclosure of Assets and Liabilities annexed at Enclosures I, II and III of this judgment, as may be applicable,* ***shall be filed by the parties in all maintenance proceedings,*** *including pending proceedings before the Family Court/District Court/Magistrate's Court concerned, as the*

[6]Section 3(b) of the Act.
[7] (2021) 2 SCC 324

case may be, throughout the country;

72.2. (b) ***The applicant making the claim for maintenance will be required to file a concise application accompanied with the Affidavit of Disclosure of Assets****;*

72.3. (c) ***The respondent must submit the reply along with the Affidavit of Disclosure within a maximum period of four weeks****. The courts may not grant more than two opportunities for submission of the Affidavit of Disclosure of Assets and Liabilities to the respondent. If the respondent delays in filing the reply with the affidavit, and seeks more than two adjournments for this purpose, the court may consider exercising the power to strike off the defence of the respondent, if the conduct is found to be wilful and contumacious in delaying the proceedings [Kaushalya v. Mukesh Jain, (2020) 17 SCC 822 : 2019 SCC OnLine SC 1915] . On the failure to file the affidavit within the prescribed time, the Family Court may proceed to decide the application for maintenance on the basis of the affidavit filed by the applicant and the pleadings on record;*

72.4. (d) The above format may be modified by the court concerned, if the exigencies of a case require the same. It would be left to the judicial discretion of the court concerned to issue necessary directions in this regard.

72.5. (e) If apart from the information contained in the Affidavits of Disclosure, any further information is required, the court concerned may pass appropriate orders in respect thereof

72.6. ***(f) If there is any dispute with respect to the declaration made in the Affidavit of Disclosure, the aggrieved party may seek permission of the court to serve interrogatories, and seek production of relevant documents from the opposite party under Order 11 CPC****. On filing of the affidavit, the court may invoke the provisions of Order 10 CPC or Section 165 of the Evidence Act, 1872, if it considers it necessary to do so.* ***The income of one party is often not within the knowledge of the other spouse. The court may invoke Section 106 of the Evidence Act, 1872 if necessary, since the income, assets and liabilities of the spouse are within the personal knowledge of***

the party concerned.
72.7. (g) If during the course of proceedings, there is a change in the financial status of any party, or there is a change of any relevant circumstances, or if some new information comes to light, the party may submit an amended/supplementary affidavit, which would be considered by the court at the time of final determination.
72.8. (h) The pleadings made in the applications for maintenance and replies filed should be responsible pleadings; if false statements and misrepresentations are made, the court may consider initiation of proceeding under Section 340 CrPC, and for contempt of court.
72.9. (i) In case the parties belong to the economically weaker sections ("EWS"), or are living below the poverty line ("BPL"), or are casual labourers, the requirement of filing the affidavit would be dispensed with.
72.10. (j) The Family Court/District Court/Magistrate's Court concerned must make an endeavour to decide the IA for interim maintenance by a reasoned order, within a period of four to six months at the latest, after the Affidavits of Disclosure have been filed before the court.
72.11. (k) A professional *Marriage Counsellor must be made available in every Family Court."*

(emphasis supplied)

46. In aforesaid decision[8] the Hon'ble Apex Court also mentioned heads for which the living expenses or maintenance for the children is to be provided. The relevant part of the decision reads thus:

*"**Permanent alimony***

91. The living expenses of the child would include expenses for food, clothing, residence, medical expenses, education of children. Extra coaching classes or any other vocational training courses to complement the basic education must be factored in, while awarding child support. ***Albeit, it should be a reasonable amount***

[8]Rajnesh v. Neha (supra)

to be awarded for extracurricular/coaching classes, and not an overly extravagant amount which may be claimed.

92. ***Education expenses of the children must be normally borne by the father. If the wife is working and earning sufficiently, the expenses may be shared proportionately between the parties****."*

(emphasis supplied)

47. Again, in ***Aditi Alias Mithi vs Jitesh Sharma***[9],the Hon'ble Supreme Court emphasised on the filing of Affidavit of Disclosure of Assets and Liabilities by the parties for deciding quantum of maintenance under various statutes. The relevant part of the decision reads as under:

"15. Nothing is evident from the record or even pointed out by the learned counsel for the appellant at the time of hearing that affidavits were filed by both the parties in terms of judgment of this Court in Rajnesh's case (supra), which was directed to be communicated to all the High Courts for further circulation to all the Judicial Officers for awareness and implementation. The case in hand is not in isolation. ***Even after pronouncement of the aforesaid judgment, this Court is still coming across number of cases decided by the courts below fixing maintenance, either interim or final, without their being any affidavit on record filed by the parties.*** *Apparently, the officers concerned have failed to take notice of the guidelines issued by this Court for expeditious disposal of cases involving grant of maintenance. Comprehensive guidelines were issued pertaining to overlapping jurisdiction among courts when concurrent remedies for grant of maintenance are available under the Special Marriage Act, 1954, Section 125 Cr.P.C., the Protection of Women from Domestic Violence Act, 2005, Hindu Marriage Act, 1955 and* ***Hindu Adoptions and Maintenance Act, 1956****, and Criteria for determining quantum of maintenance, date from which maintenance is to be awarded, enforcement of orders of maintenance including fixing payment of interim maintenance. As a result, the litigation which should close*

[9] 2023 SCC OnLine SC 1451

at the trial level is taken up to this Court and the parties are forced to litigate.

16. ***As in the case in hand, the impugned order passed by the High Court is cryptic and is bereft of reasons. In our opinion, the same deserves to be set aside and the matter is liable to be remitted to the High Court for consideration afresh.*** *Ordered accordingly. As the respondent remained unrepresented, the High Court may issue notice for his appearance on the date so fixed by it."*

(emphasis supplied)

48. To be noted, that none of the parties had pointed out as to the requirement of filing of Affidavit of Disclosure of Assets and Liabilities for deciding the present application. In so far as the applicant/defendant no.2 is concerned, it has already been observed above, *albeit prima facie* that she has no means to maintain herself or fund her education and that it is obligation of the plaintiff under the Act to maintain her. The plaintiff on his part has also not filed any such Affidavit wherefrom it could be discerned that the plaintiff has means to maintain his unmarried daughter and fund her education in US. As noted above, the practice of fixing maintenance by the Courts, either interim or final, without their being any affidavit on record, has been deprecated by the Hon'ble Supreme Court. Therefore, this Court finds that filing of Affidavit of Disclosure of Assets and Liabilities by the parties is imperative for deciding the quantum of maintenance.

49. However, before proceeding to direct the concerned parties to file their Affidavits of Disclosure of Assets and Liabilities, the question that also needs to be addressed is that whether the applicant/defendant no.2 can claim maintenance by moving an application under Section 151 CPC in the present suit. This question need not detain this Court any longer as the issue is no

more *res integra*. This Court in ***Jagjit Singh Bhatia*** *(supra)*, has observed that the relief available to a party to the suit in terms of the Section 20 of Hindu Adoption and Maintenance Act can be sought in proceedings of a partition suit by way of an application. The relevant extract from the said decision reads thus:

> *"8. The objection that a separate application should have been filed under Section 20 of the Hindu Adoption and Maintenance Act and the present application was not maintainable, is without merit. The relief for which provision is made by Section 20 of the Hindu Adoption and Maintenance Act can be sought by the affected party in the proceedings in a partition suit."*

50. Likewise, reference may also be had to the decision of this Court in ***Alisha Chaudhary vs. Tarun Chaudhary***[10] wherein maintenance in terms of Section 20 of the Act was awarded towards educational expenses while exercising the powers under Section 151 CPC in an Indigent Persons Application (IPA).

51. In the present suit the father/plaintiff, the daughter/defendant no.2, the *karta* of defendant no. 6/HUF, as well as the defendant no.6/HUF are parties. Further, the subject matter of the counter claims filed, both by the defendant nos. 1 and 2, are the properties which form part of the defendant no.6/HUF. Therefore, this Court does not find any impediment in defendant no.2/applicant claiming maintenance or any other relief to which she is entitled in terms of Section 20 of the Act or as member/coparcener of the defendant no.6/HUF, by filing present application under Section 151 CPC.

52. Accordingly, for the purpose of ascertaining the maintenance payable to the defendant no.2/applicant, the plaintiff needs to be directed to file an

[10] 2009 SCC OnLine Del 704

Affidavit of Disclosure of Assets and Liabilities in terms of the ***Rajnesh*** *(supra)*.

53. The next question which falls for consideration is that whether the letter dated 26.11.2021 is enforceable as guarantee against the defendant no.5. To find an answer to the above question, apposite would it be to refer to Section 126 of the Indian Contract Act, which defines that a 'contract of guarantee' is a contract to perform the promise, or discharge the liability, of a third person in case of his default. Section 126 reads as under:

> *"126.* ***"Contract of guarantee", "surety", "principal debtor" and "creditor".*** *—A "contract of guarantee" is a contract to perform the promise, or discharge the liability, of a third person in case of his default. The person who gives the guarantee is called the "surety"; the person in respect of whose default the guarantee is given is called the "principal debtor", and the person to whom the guarantee is given is called the "creditor". A guarantee may be either oral or written."*

54. This Court in ***Aditya Birla Finance Limited v. Siti Networks Limited and Others***[11] had an occasion to consider the question as to when a letter of comfort can be treated as a letter of guarantee. It was observed that for a letter of comfort to be treated as a letter of guarantee it must conform to the provisions of Section 126 of the Indian Contract Act. The relevant extract from the said decision reads as under:

> *"235. Now coming to the issue as to whether the letters dated June 26, 2018, as described by Mr. Rao, are letters of Guarantee, as against the submission of Mr. Chidambaram that they are merely letters of comfort,* ***the position of law being well settled inasmuch as a document has to be read as a whole in a commercial sense and by applying ordinary rules of constructions and interpretation relating to contracts, a letter of***

[11] 2023 SCC OnLine Del 1290.

comfort can be treated as a letter of guarantee but to be so it must conform to the provisions of Section 126 of the Indian Contract Act, 1872. *This Court in* ***Lucent Technologies Inc.*** *has held as under: —*

> *96. In the instant case, the defendant no. 1 is asserting that the plaintiff had executed valid guarantees to secure financial facilities advanced by it to the defendant no. 2. A contract of guarantee is a contract to perform the promise, or discharge the liability of a third person in case of its default, as defined under Section 126 of the Indian Contract Act, 1872. As per Section 127 of the said Act, 107 anything done or any promise made, for the benefit of the principal debtor, may be sufficient consideration to the surety for giving the guarantee.*

236. The judgment of ***Lucent Technologies Inc****. was considered by the Bombay High Court in* ***Yes Bank Ltd****. The Court after considering the letter of comfort therein, issued by the same respondent as in this case i.e., respondent No.2, has in paragraph 66 held as under: —*

> *66. Applying any of the principles cited, whether in Lucent Technologies, Banque Brussels, or United Breweries, the LoC cannot be said to be more than what it is; nor can Zee be said to have taken on a burden beyond the LoC.* ***A guarantee in Indian law requires a commitment or the assumption of obligation to pay off the debt of another upon default. The guarantor stands surety for the repayment of the debt. If the debtor fails to repay, the creditor need look no further than the surety or guarantor****.*

237. ***In the case in hand, on perusal of the letters dated June 26, 2018, it can be seen that there is no assurance in the letters that respondent Nos.2 and 3 shall pay the credit facility to the petitioner on the failure of respondent No. 1 to repay the petitioner.*** *In the absence of such stipulation the letters do not meet the requirement of Section 109 of the Indian Contract Act, 1872. This I say so because the letter only states that the respondent Nos.2 and 3 shall assure and confirm that the*

petitioner is repaid the facilities on the relevant due dates.

238. Reading the documents in their plain terms, the intent being clear, the same cannot be construed as letters of guarantee which necessarily requires, as per Section 126 of the Indian Contract Act, 1872, a promise to discharge the liability of a third person in case of his default*"*

(emphasis supplied)

55. From reading of Section 126 of the Indian Contract Act as well as the aforesaid decision, it is clear that a guarantee requires a commitment or the assumption of obligation to pay off the debt of another upon default. A contract of guarantee also envisages involvement of three parties. The person who gives the guarantee is called the "surety"; the person in respect of whose default the guarantee is given is called the "principal debtor", and the person to whom the guarantee is given is called the "creditor". It is in light of this understanding of guarantee, the contents of document dated 26.11.2021, on which reliance has been placed, will have to be examined. The said document is reproduced hereunder for the sake of ready reference:

"TO WHOMSOEVER IT MAY CONCERN

Samara Mohan [born July 7, 2004 in California] is my grand-daughter-my son Sohnu Mohan's daughter.

I have been looking after her [Samara's] education and will continue to do so till she obtains her graduate and post-graduate degrees and even thereafter - hopefully to earn a PhD.

I am a New Delhi-based lawyer practicing before the Supreme Court with 51 years of practice behind me. I have been financially stable since the beginning of my career and had purchased sufficient real estate in my earlier years, which I still own.

For the last 21 years, I have been mostly involved in a self-funded project titled 'Justice, Courts and Delays'-which I have been doing as part of my public service or 'return' to society.

I am regularly invited to lecture in Judicial Training Academies / Colleges in India, Law Universities, and WHO (and other) Road Safety platforms as also low-cost Housing for the masses.

This is to give my personal guarantee that the entirety of Samara's educational and related expenses will be borne by me. There will never be a letdown on that account."

56. The caption of the document is - 'To whomsoever it may concern' and towards the end it contains an assurance by the defendant no.5 that it is his personal guarantee that the entirety of defendant no.2's educational and related expenses will be borne by him and there never will be a let down on that account. From perusal of the document, it cannot be discerned as to who is the 'creditor' or the university/college, to whom the defendant no.5 is binding himself as a 'surety' to pay for the tuition fee of the 'principal debtor' i.e. the defendant no.2, in the event she commits default in paying her tuition fee to the said university/college. Intriguingly, the university/college or the 'creditor' to whom said assurance is purportedly being given has not been named therein. It is a unilateral declaration of defendant no.5, to which neither the defendant no.2/applicant nor the University/College, are signatory. As noted above, to construe a document as a contract/letter of guarantee, existence of three parties is imperative i.e. 'principal debtor', 'creditor' and the 'surety'. Further, the document must contain a distinct promise by the 'surety' to pay the debt to the named 'creditor' in case of default by the principal debtor, which is not the case here as the name of the creditor is conspicuously missing. Therefore, the document does not conform to the provisions of Section 126 of the Indian Contract Act, resultantly, the same cannot be enforced against the defendant no.5.

57. Yet another question that still looms large is the right of the defendant no.2 to claim maintenance from defendant no.5, who is the grandfather as well as *karta* of defendant no.6/HUF.

58. Incidentally, the provisions of the Act[12] does not caste any obligation on the grandfather to maintain his grandchildren. Although there is a specific provision in Section 19 of the Act providing for maintenance to a Hindu wife by her father-in-law after the death of her husband but there is no parallel provision in the Act creating an obligation on the grandfather to maintain his grandchildren, therefore, no liability can be fastened on the defendant no.5 in his capacity as grandfather to provide maintenance to her grand-daughter i.e. the defendant no.2/applicant.

59. To be noted that Section 4(a) of the Act provides that any text, rule or interpretation of Hindu law or any custom or usage as part of that law in force immediately before the commencement of the said Act shall cease to have effect with respect to any matter for which provisions is made in the Act. As there is no provision in the Act, in so far as the right of the children of the Hindu Undivided Family to claim maintenance from *karta* of HUF is concerned, therefore, the old Hindu law in respect of such a right shall continue to operate even after codification of law relating to adoption and maintenance amongst Hindus in the form of the Act.

60. The Bombay High Court in ***Krishna Madhav Ghule*** *(supra)***,** relying upon *Manusmriti* and *Nardasmriti* as referred to in Mulla's Hindu Law (13th Edition 1974, Para 543 Page 591) observed that the manager (*karta*) of the joint Mitakshra family is under a legal obligation to maintain all members of

[12] Hindu Adoption and Maintenance Act, 1955

the family, their wives and their children and such obligation to maintain these persons arises from the fact that the manager is in possession of the family property. The Court further observed that the right of each coparcener until a partition takes place, consists in the common possession and common enjoyment of the coparcenary property. There is community of interest and unity of possession between all the members of the family, hence, the entire joint property is liable to be subjected to a charge for the maintenance of wife of one of the coparceners of the family. The relevant extract in ***Krishna Madhav Ghule*** *(supra)* reads thus:

> *12. What remains is the point which has been referred to above with regard to the power of the Court to create a charge on the joint family property in favour of the plaintiff. Mr. Naik, the learned counsel for the defendants, contended that law of maintenance is now governed by the provisions of the Hindu Adoptions and Maintenance Act. He relied on the provisions of section 4, sections 18 and 19 of the Act and contended that a Hindu wife is entitled to be maintained by her husband during her life time and the father-in-law's liability commences only after the death of her husband. He also referred to the definition of the word, "dependents" and contended that, that definition will come into operation only when determining the liability of the heirs of the deceased Hindu.* ***But it must not be forgotten that the Hindu Adoptions and Maintenance Act is not exhaustive of the law relating to maintenance amongst Hindus.***
>
> *13. It is an Act to amend and codify the law relating to adoptions and maintenance amongst Hindus; but having regard to the provisions of section 4 it must be held that only in so far as there is some express enactment in the Act, that the Act can be said to be exhausting in regard to such express provisions.* ***There is no provision in the Hindu Adoptions and Maintenance Act relating to the right of a coparcener's wife to be maintained out of the coparcenary property. Such a right was part of the old Hindu Law. The manager of the joint Mitakshara family is under a***

legal obligation to maintain all members of the family, their wives and their children. *(See Manusmriti Chapter 9, section 108; Nardasmriti Chapter 13, sections 25, 27, 28 and 33, Mullas Hindu Law, 13th Edition 1974 para 543 page 591).*

14. Obligation to maintain these persons arises from the fact that the Manager is in possession of the family property. (See Kamalmal v. Venkatlaxmi MANU/SC/0324/1964 : AIR 1965 S C 1349.The Hindu Adoptions Maintenance Act has no doubt provided for the personal liability of the husband to maintain his wife and the liability attached to the property inherited by the heirs in so far as dependents are concerned. ***The Act has not made any provisions regarding the maintenance of the wife of a coparcener. Therefore, the old principles of Hindu Law in this behalf continue to apply.*** *The statutory right of maintenance given under section 18 avails to the wife against her husband whether he has or has not any property. It is the personal liability of the husband to satisfy this right.* ***As long as the family continues to be joint the coparcenary must be held to possess the property belonging to the husband and hence all its members are also liable to maintain the plaintiff****.*

15. ***It is also well settled that when a coparcener's wife has a right of maintenance it can be made the subject matter of a charge on the property of the coparcenary by a decree of the Court.*** *Mr. Naik submitted that the right of maintenance can be enforced by the wife only in respect of the share of the husband.* ***But the share of the husband cannot be ascertained unless there is a partition under Hindu Law. The essence of a coparcenary is unity of ownership in the whole body of coparceners****.*

16. ***According to the true notion of an undivided family governed by the Mitakshara Law while it remains undivided it cannot be predicted by the joint and undivided member of the family that he and/or any particular member has a definite share, 1/3rd or 1/4th. The right of each coparcener until a partition takes place, consists in the common possession and common enjoyment of the coparcenary property. There is a community of interest and unity of possession between all the members of the family. Hence the entire joint property is liable to be subjected to a charge for***

> ***the maintenance of the plaintiff as the wife of one of the coparceners.*** *The decree passed by the lower Court is, therefore, in accordance with law.*
>
> *17. For these reasons, the First Appeal fails and is dismissed with costs. The judgment and decree passed by the lower Court are confirmed."*
>
> (emphasis supplied)

61. The Hon'ble Supreme Court in ***Controller of Estate Duty vs. Alladi Kuppuswamy***[13], observed that children by birth, acquire an independent right of ownership in a coparcenary property and as a consequence of such ownership, the possession and enjoyment of the property is common. It was further observed that until the partition takes place each member has got membership extending over the entire property conjointly with the rest and so long as no partition takes place, it is difficult for any coparcener to predicate the share which he might receive. The relevant part of the said decision reads thus:

> *"Thus analysing the ratio of the aforesaid case regarding the incidents of a Hindu coparcenary it would appear that a Hindu coparcenary has six essential characteristics, namely, (1) that the lineal male descendants up to the third generation acquire an independent right of ownership by birth and not as representing their ancestors; (2) that the members of the coparcenary have the right to work out their rights by demanding partition;* ***(3) that until partition, each member has got ownership extending over the entire property conjointly with the rest and so long as no partition takes place, it is difficult for any coparcener to predicate the share which he might receive; (4) that as a result of such co-ownership the possession and enjoyment of the property is common;*** *(5) that there can be no alienation of the property without the concurrence of the other coparceners unless it be for legal necessity; and (6) that the interest of a deceased*

[13] (1977) 3 SCC 385

member lapses on his death and merges in the coparcenary property….."

(emphasis supplied)

62. The case of the plaintiff is that pursuant to an oral family settlement in the year 2002, the plaintiff along with defendant no.1/wife got separated from the defendant no.6/HUF and created a smaller HUF i.e., 'Sonu Mohan HUF' with plaintiff as *karta* and defendant no.1 as member thereof. Further, since the defendant nos. 2 and 3 were born post 2002 separation, they became members of their father's/plaintiff's HUF i.e., 'Sonu Mohan HUF' and not of defendant/no.6 HUF. The above position has been disputed by the defendant no.1 in her written statement. Further, the case of the plaintiff is not predicated in any written family settlement or the partition deed, therefore, the same being disputed question of fact is a matter to be adjudicated during the trial. At this stage, there is no controversy that there exists defendant no.6/HUF and till the time the issue as to existence of alleged oral family settlement of 2002 is not established and finally decided, this Court is *prima facie* of the view that the defendant nos. 2 and 3 became coparcener/member in the defendant no.6/HUF by virtue of their birth in the year 2004 and 2008, respectively and they still continue in that capacity.

63. At this stage, it is also apposite to refer to the judgment of this Court in a suit [CS(OS) 1919/1995] filed by one of the sisters of the defendant no.5. The relief sought in the said suit was *inter alia* for declaration that the sisters of defendant no.5 are also coparceners in the defendant no.6/HUF. However, in the counter claim filed by the defendant no.5 in the year 2009, the prayer made was that the defendant no.5, as well as, plaintiff be declared as only members of defendant no.6/HUF and the sisters are not the members

thereof. The said suit was disposed of by a judgment dated 27.02.2012 with the following finding:

> *"8. On the basis of unrebutted testimonies of the witnesses, this Court is satisfied that defendant No.1 has successfully proved the Counter-claim.* ***The Counter-claim is, therefore, decreed declaring 'Arun Mohan Radhe Mohan HUF' to comprise of two members, namely, defendant No.1 and his son; and that the plaintiff, defendants No.2 and 3 are not the members of the HUF and have no right in the properties of HUF detailed in para 3 of the Counter-claim including 51, Sunder Nagar, New Delhi and 4/20, Asaf Ali Road, New Delhi****. Defendant No.1 is declared to be the owner of his self-acquired properties mentioned in para 5 of the Counter-claim and that the plaintiff, defendant Nos.2 and 3 have no right in the said properties. Following the judgment of this Court in Dr. Mangal Dass Kapoor(Supra), the Counter-claim is also decreed declaring that Will, Ex. DWl/1 and two codicils Ex. DW2/1 and DW3/1 of late Raj Rani have been duly proved. Let a decree be drawn subject to proper valuation of the properties of late Raj Rani and deposit of the differential Court fees in this regard. No costs."*
>
> (emphasis supplied)

64. It thus, *prima facie*, appears that no separation of plaintiff from defendant no.6/HUF had taken place as per the alleged settlement of 2002 set up in the plaint, since the counter claim by the defendant no.5 in the aforesaid suit was filed in the year 2009 and the judgment declaring the plaintiff and defendant no.5 as coparceners of defendant no.6/HUF came to be passed in the year 2012.

65. In view of the above narration and regard being had to the decision of the Bombay High Court in ***Krishan Madhav Ghule*** *(supra)*, as well as, the decision of the Hon'ble Supreme Court in ***Controller of Estate Duty*** *(supra)*, there is a community of interest and unity of possession between all

members of defendant no.6/HUF. No doubt under the Act[14] it is the personal liability of the plaintiff as a father to maintain her daughter / defendant no.2, however, in case the plaintiff refuses, fails or is unable to provide awarded maintenance or any part thereof to his daughter, the defendant no.2/applicant, then under the old Hindu law, the defendant no.5 being *karta* of the defendant no.6/HUF is under a legal obligation to maintain her, as *prima facie* she is also a coparcener / member of the said Hindu Undivided Family. The right of each coparcener until a partition takes place, exists in the common possession and common enjoyment of the coparcenary property, therefore, the entire property of the defendant no.6/HUF is to be subjected to charge for the maintenance of the defendant no.2.

66. Before parting, the preliminary objections raised by Mr. Sindhwani also need to be dealt with. The first objection articulated by Mr. Sindhwani is as to the maintainability of the present application on the ground that the applicant/defendant no.2 is a citizen of US, therefore, she cannot claim maintenance from defendant no.5, who is an Indian citizen living in India.

67. This objection does not hold any water, in as much as, the maintenance is being claimed by the applicant in her capacity as daughter against the plaintiff, who himself has filed the present suit and has thus, submitted to the jurisdiction of this Court. The maintenance is also being sought against the defendant no.6/HUF, as well as, defendant no.5 as *karta* thereof, which claim under the old Hindu law can only be entertained by the Courts in India/Delhi, more particularly, when some of the properties which are part of the HUF are situated within the territorial jurisdiction of this

[14]Hindu Adoption and Maintenance Act, 1955

Court. Furthermore, the counter claims of the defendant nos.1 and 2 in the suit seeking partition of the HUF properties are also maintainable only before this Court, which is seized of the present suit of the plaintiff.

68. Next, it was argued by Mr. Sindhwani that the counter claim of defendant no.2 is not maintainable without filing of any prior written statement. This objection need not to be gone into at this stage while deciding the present application seeking maintenance as pleadings of the counter claim of the defendant no.2 are not being alluded to.

69. Likewise, the allegation of forum shopping is not tenable against the applicant/defendant no.2, in as much as, she has not filed any proceedings seeking similar relief before any other forum. The said objection is essentially against the defendant no.1, who is not an applicant in the present application.

70. Lastly, it was argued by Mr. Sindhwani that the counter claim has been filed by defendant no.2 as an indigent person i.e. without affixing *ad valorem* Court Fee, therefore, till the time application of the defendant no.2 under Order XXXIII Rules 1 and 2 CPC seeking permission to sue to an indigent person is not decided, no relief in the present application can be granted. This Court does not find any substance in this submission as well. During the pendency of an indigent application, the Court is not powerless to grant interim reliefs by exercising its inherent power under Section 151 CPC, if the facts and circumstances of the case, so warrants. Holding otherwise would mean depriving an indigent person of an urgent relief even when he has made out a *prima facie* good case and has satisfied other tests for granting such a relief. Further, to prevent the ends of justice from being defeated, the Court may make such interlocutory orders as may appear to the

Court to be just and convenient, under Section 94 (e) of CPC.

71. Also, it is no more *res integra* in view of the decision of the Co-ordinate Bench of this Court in ***Alisha Chaudhary*** *(supra),* that even when an application filed under Order XXXIII CPC to sue as forma pauperis is pending adjudication, a suit stands instituted on filing of such an application under XXXIII Rule 3 CPC, therefore, an application seeking interim maintenance could be maintained pending application to sue as indigent person. The relevant excerpt of the said decision reads thus:

> *"By this order, I shall dispose of the application under Section151 CPC filed by the plaintiff praying inter alia that the defendant be directed to make the payment of Rs. 68,000/- per semester from January, 2009 onwards and other fees of the university and pocket expenses of Rs. 5,000/- per month and to further pay it till the final disposal of the case.*
> *XXXX XXXX XXXX*
>
> ***11. Regarding the other contention of the defendant that the plaintiff has not produced any evidence to support her plea of indigency and therefore, no interim order can be passed. It has been specifically held in the cases of*** *Vijai Pratap Singh v. Dukh Haran Nath and Anr.; AIR 1962 SC 4941, Jyoti Prakash Banerjee v. Chameli Banerjee & Anr., AIR 1975 Cal.260 and Smt. Gian Devi v. Shri Amar Nath Aggarwal; ILR(1975) 1 Delhi 811* ***that even when the suit is filed as an indigent person and application under Order XXXIII to sue as forma pauperis is pending, a suit stands instituted on filing such an application under Order XXXIII Rule 3 CPC and therefore, application for interim maintenance was maintainable and could be maintained even when the application to sue as forma pauperis was still not decided****.*
>
> ***12. An application for grant of interim maintenance during the pendency of a pauper application is an application for an interlocutory order and therefore, Section 94(e) of CPC applies. There are no restrictions in the Code regarding passing of such***

interlocutory orders. ***The same provisions of law apply to the pauper applications as apply to suits and hence order of interim maintenance can be passed pending pauper application.*** *Therefore, the contention of the defendant to the extent that no interim maintenance can be granted at this stage, stands rejected."*

(emphasis supplied)

72. In view of above discussion, the following directions are being passed:

i) the plaintiff/non-applicant shall file an Affidavit of Disclosure of Assets and Liabilities in terms of decision of the Hon'ble Supreme Court in ***Rajnesh*** *(supra)* to enable the Court to decide the quantum of interim maintenance to be paid by the plaintiff/non-applicant to the defendant no.2/applicant towards her educational, living and medical expenses, within a period of four weeks;

ii) likewise, an affidavit duly supported with documents shall also be filed by the defendant no.2/applicant giving the break-up of her educational expenses including food, lodging and other living and medical expenses required for completing her studies in the United States of America, within a period of four weeks;

iii) in case the plaintiff refuses, fails or is unable to provide maintenance or any part thereof to his daughter / defendant no.2 / applicant, then the entire property of the defendant no.6/HUF shall be subjected to a charge for such unpaid educational, living and medical expenses etc., so quantified by the Court.

iv) The defendant no.5, who is *karta* of defendant no.6/HUF is directed to disclose on affidavit the properties in the name of

the said HUF, within a period of four weeks.

73. List the application before the Roster Bench on 16.05.2025.

VIKAS MAHAJAN, J

MARCH 25, 2025
N.S. ASWAL