



2025:DHC:3226-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ LPA 1104/2024, CM APPL. 65026/2024, CM APPL. 65110/2024 &
NIHARIKA NIGAMAppellant

Through: Mr. Anand Verdhan Maitreya, Adv
along with Appellant.

versus

GOVT. OF NCT OF DELHI & ORS.Respondents

Through: Mr. Manaswy Jha for Mr. Sameer
Vashisht, Standing Counsel (Civil),
GNCTD for R-1.

Mr. F.K. Jha, Adv for R-2.

Mr. Tarun Verma, Advocate for R-3.

Ms. Harshita Nathrani, Amicus
Curiae.

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Date of Decision: 01.05.2025

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G E M E N T

TUSHAR RAO GEDELA, J (ORAL)

CM APPL. 73253/2024 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

LPA 1104/2024, CM APPL. 65026/2024 & CM APPL. 65110/2024

3. The present Letters Patent Appeal has been preferred against the judgment dated 30.08.2024 passed in W.P.(C) 9877/2021, titled "*Geeta Wahal vs. Govt. of NCT of Delhi & Anr.*", whereby the learned Single Judge was pleased to dispose of the writ petition filed by respondent no.2



(the mother-in-law of the appellant), directing respondent no.3 (the husband of the appellant) to provide enhanced financial assistance to the appellant to the tune of Rs.15,000/- per month, to facilitate her in securing alternate accommodation. It was further directed that upon commencement of such financial support, the appellant shall vacate the subject premises and hand over its vacant possession to respondent no.2. Aggrieved by the impugned judgment, the appellant has preferred the present appeal.

4. Having heard the learned counsel for the parties on earlier occasions and keeping in view the fact that the *lis* arises from disruptions in domestic life between the husband and mother-in-law on one side, and the daughter-in-law on the other, this Court, *vide* order dated 03.02.2025, appointed Ms. Harshita Nathrani, Advocate, as Amicus Curiae to assist the Court in exploring the possibility of providing suitable accommodation to the appellant through an amicable resolution.

5. Pursuant to the directions of this Court, the learned Amicus Curiae conducted an inspection of the premises with the parties and their counsel and submitted her report dated 16.02.2025. As per the said report, upon visiting the said premises, the appellant found the following flat to be satisfactory. A relevant extract from the report pertaining to the said flat is reproduced below:

“Location 1: House No B-163, Phase 1, Ashok Vihar, Delhi-110052

i. Details of the Property: -

a. **Area and Layout:** - A 1 BHK Flat of approximately 125 sq.yrds as informed by the broker comprising:

- 1 Drawing/Dining Room,
- 1 Bedroom with an attached Washroom (Separate Bathing area and Toilet),
- 1 Kitchen
- One Balcony (Park Facing).
- Located on the 2nd Floor.

It was informed to the undersigned that the landlady resides on the ground floor, and her family, which generally stays outside Delhi, occupies the 1st



floor. At the time of Inspection, the land lady was present. However, it was informed that the family had gone out of Delhi.

The flat is unfurnished and requires painting/whitewashing before being rented out. Only one cupboard was present in the Flat.

b. Condition of the Flat: -

The said premises was in a satisfactory condition with no signs of seepage. Adequate natural light was available. It was observed that Painting/whitewashing was required but no major modifications were necessary.

c. Basic Amenities: -

The Flat is park facing with market accessible within 500 meters.

- Water Supply: During the inspection, while some taps were found to be functional, others were not in working condition. However, upon inquiry with the dealer, it was informed that Water supply is available twice a day, with a motor placed downstairs and an additional one to be installed on the 2nd floor. Water bills are shared in a 1:3 ratio between the landlord and tenant.

- Electricity: Upon inquiry it was informed that no power supply issues were reported, and separate meters exist for each floor.

- Gas Cylinder: It was informed that the Tenant is required to arrange for their own Gas Stove and Cylinder.

d. Safety and Security: -

The property is situated at a gated residential colony. A separate staircase leads to the 2nd floor, ensuring no direct access between floors. The terrace is close to an adjacent building, but an iron gate is installed for security.

e. Agreement/Rent Agreement: - The broker, Mr. Karan from R.K. Properties, informed that the landlord resides in Mumbai. The usual rental agreement is for 11 months. The landlord's 95-year-old mother resides on the ground floor but does not handle rental agreements.

ii. Appellant's Concerns - The Appellant found the amenities and water supply satisfactory. She expressed difficulty in living on the 2nd floor due to past fractures (one recent and another in October 2019). Concerns were raised regarding her mother's visits, given her advanced age (approx. 70 years). Security concerns were noted due to the proximity of the terrace to neighbouring properties.

iii. Conclusion: - The property was found satisfactory with essential amenities. Respondent No.3 assured that necessary repairs (painting, electrical work, etc.) would be completed if the Hon'ble Court directs the Appellant to reside there.



***Note:** Initially, it was conveyed that the lady on the ground floor was the landlord. However, further inquiries revealed that her son, residing in Mumbai, is the actual owner and handles Agreements. The inspection concluded at 12:40 p.m., after which the parties proceeded to the next property.”*

6. Learned counsel for the appellant, under instruction of the appellant who is present in person, agreed to the suitability of the aforesaid flat for her residence. He expressed certain concerns about absence of furnishings. Learned counsel for the respondent no.3/husband, on instructions of the respondent no.3/husband who is present in person, states that the Flat in question is still available for rent and that the respondent no.3/husband would make the necessary arrangements and complete the formalities. Learned counsel for the respondent no.3/husband also informs that in compliance of the order dated 03.02.2025, the Statement of Bank Accounts and the Salary Slips for the last three months of the respondent no.3/husband have been filed in a sealed cover. The sealed cover was opened and this Court has taken note of the contents. The same is taken on record.

7. Therefore, in view of the aforesaid and with the consent of parties, the following directions are being passed:-

- a. Let the Registry transmit the certified copies of the documents (The Statement of Bank Accounts and the Salary Slips) to the concerned learned Family Court within a period of 10 days. The learned Family Court may take the said documents on record.
- b. The respondent no.3/husband shall continue to pay the maintenance amount of Rs.8,000/- per month, as directed by the learned Family Court, subject to any enhancement or revision by the said Court. We make it clear that this Court has not formed any opinion on the



merits of the matter in regard to the sufficiency or otherwise of the maintenance amount.

- c. The respondent no.3/husband shall pay the outstanding arrears of maintenance, if any, to the appellant within a period of one month from the date of this order.
- d. In accord with the directions of the learned Single Judge, respondent no.3 shall continue to pay a sum of Rs.15,000/- per month until possession of the new flat, i.e., House No. B-163, Phase 1, Ashok Vihar, Delhi – 110052 (hereinafter referred to as the “*New Flat*”), is handed over to the appellant. The rent agreement shall be executed in the name of the appellant with the landlord which shall be facilitated by the respondent no.3/husband. Minor repairs and white wash etc., be also completed by the respondent no.3/husband in the meanwhile. The appellant shall cooperate with the respondent no.3/husband in that regard. Upon handing over the New Flat, respondent no.3/husband shall bear the rent for the said premises upto the limit set by the learned Single Judge.
- e. The appellant, who is present in Court today, gives a solemn undertaking that upon being informed by respondent no.3/husband regarding the readiness of the New Flat, she shall voluntarily vacate Flat No.152, SFS Flats, Ashok Vihar, Phase-IV, Delhi – 110052, without any resistance within 15 days of such information and shall occupy the New Flat. The respondent no.3/husband may make an endeavour to provide the appellant with new furniture to the extent possible. The appellant is permitted to take necessary furniture along with her.



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8. The parties are bound by the aforesaid directions and their undertaking. With the consent of the learned counsel for the respondent no.3/husband alongwith respondent no.3-in-person, we deem it appropriate to direct respondent no.3/husband to defray a token amount of Rs.15,000/- to learned Amicus Curiae. Last but not the least, we place on record our appreciation of the sincere efforts made by the learned Amicus Ms. Nathrani and the clear and concise Report placed on record by her.

9. In view of the aforesaid directions, the present appeal is disposed of alongwith pending applications.

TUSHAR RAO GEDELA, J

DEVENDRA KUMAR UPADHYAYA, CJ

MAY 1, 2025/rl