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

% ***Date of Decision: December 10th, 2025***

\+ **CRL.REV.P. 515/2023, CRL.M.A. 12229/2023, CRL.M.A. 22541/2023, CRL.M.A. 7203/2025, CRL.M.A. 9362/2025, CRL.M.A. 31587/2025**

NEELESH SRIVASTAVA .....Petitioner

Through: Ms. Deepti, Mr. Shivendra Kumar & Ms. Khushi Bhadana, Advs. along with petitioner in person.

versus

SUKRITI SRIVASTAVA .....Respondent

Through: Mr. Utkarsh, Ms. Anshu Priyanka, Ms. D. Anubhuti, Ms. Manya, Advs.

CORAM:
HON'BLE MR. JUSTICE AMIT MAHAJAN

AMIT MAHAJAN, J. *(Oral)*

1. The present Criminal Revision Petition has been instituted under Section 397 read with Section 482 of the Code of Criminal Procedure, 1973 ('**CrPC'**), assailing the Order dated 12.04.2023 ('**impugned order**') passed by the learned Principal Judge Family Court, Saket, in M No. 318/2019 titled *Sukriti Srivastava versus Neelesh Srivastava.*

2. By the impugned order, the learned Family Court had directed the Petitioner/ husband to pay a sum of ₹1,05,000/- per month as interim maintenance to the Respondent/wife and the two minor children for the period 04.10.2019 – 31.12.2021. The

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learned Family Court further directed the Petitioner to pay a sum of ₹1,85,000/- per month from January 2022, till the disposal of the petition, to the Respondent and the two minor children.

3. Aggrieved thereby, the Petitioner has preferred the present revision, seeking reduction of the interim maintenance amount granted.

4. The learned counsel for the Petitioner submits that the Petitioner has fluctuating income due to change in his job profile and has continuous bouts of employment uncertainty owing to his numerous changes in employment. He further submits that the Petitioner is presently not earning and is unemployed.

5. He further submits that though petitioner was unemployed from June 2018 till February 2019, he has continued to pay the interim maintenance.

6. He submits that the income of the Petitioner has been incorrectly assessed, without making the mandatory deductions. He further submits that the same has been assessed without considering that the Petitioner is also paying a home loan which was jointly taken by the parties and the cost of litigation being incurred by the Petitioner.

7. He submits that while awarding the interim maintenance to the Respondent wife, the Impugned Order fails to take into consideration the regular and consistent payments made by the Petitioner to the Respondent and his minor children towards their maintenance, school fees and other miscellaneous expenses.

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8. *Per Contra,* the learned Counsel for the Respondent has contested the present petition and submitted that the learned Family Court has rightly taken account of all the material on record before awarding the maintenance. He submits that the Petitioner is a man of means as is reflected from his bank statements as well as the other material.

9. He further submits that while filing the present petition the Petitioner has intentionally concealed his actual income. It is submitted that the Petitioner admittedly has no other dependants other than his wife and the minor children and has solitary fixed expense/liability of the EMI of ₹43,822/- towards the home loan of the joint property. Hence, even after the mandatory deductions on his income, the same comes to more than ₹4,00,000/- per month.

10. It is thus prayed that the present petition is meritless and is liable to be dismissed.

11. *Vide* order dated 21.03.2024, passed by this Court, on the willingness expressed by the Petitioner himself, he was directed to deposit balance arrears amount in a fixed deposit in the name of his minor children and the parties were referred to mediation, with the request to the learned Mediator to make a calculation of the amounts already paid by the Petitioner and the pending arrears. In lieu of the same, the operation of the impugned order was stayed and the Petitioner was directed to pay 50% of the interim maintenance awarded i.e. ₹92,500/- per month.

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12. The Mediation Report dated 06.08.2024 reflects that *"the Petitioner had submitted a total sum of Rs. 81,07,500/- was payable to the Respondent in lieu of interim maintenance, whereas he has made a payment of Rs. 81,74,579/- to the Respondent which also includes Fixed Deposit for a sum of Rs. 15,70,000/- in the name of minor children."* It was also not disputed that the amount of 50% of interim maintenance has been paid by the Petitioner.

13. Further, it is also pointed out that the Fixed Deposit No. 031413012474 dated 21.4.2024 of ₹15,70,000/- has been opened at ICICI Bank in his name and it is stated that the same shall be used for higher education of both the children.

14. Submissions heard and the material placed on record perused.

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.

17. Pertinently, it is not the case of the Petitioner that the Respondent is gainfully employed. Even the marriage between

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the parties is not disputed and it is also not in dispute that the children were born out of the marriage. Being an able-bodied man, the Petitioner cannot shirk his sacrosanct duty to financially support his wife and children [Ref. ***Shamima Farooqui v. Shahid Khan*** **: (2015) 5 SCC 705**].

18. A ground has been pressed that the maintenance awarded to the Respondent is exuberant and also does not take into account the amounts already paid by the Petitioner towards the school fees and other miscellaneous expenditure of the minor children.

19. As far as the maintenance being exuberant is concerned, the learned Family Court observed that the interim maintenance application was filed on 04.10.2019 and thus, relying upon the ITRs filed for the assessment years 2017-18, 2018-19, 2019-20 and 2021-22, the average monthly income of the Petitioner was assessed as ₹2,10,000/- from October 2019 till December 2021. Since, the Affidavit of Income was filed only in October, 2022 and the Petitioner had placed on record Salary Slips for the month of December, 2022, January, 2023, February, 2023 and March, 2023, the same were considered and after making the mandatory deductions, the average monthly income was assessed as ₹3,70,000/-. This *prima facie* assessment was only for the limited purpose of ascertaining the interim maintenance to be awarded.

20. Hence, considering the income, expenditure and the social status of the parties and the learned Family Court directed he

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Petitioner to pay interim maintenance to the Respondent and her two minor children as follows: -

a. ₹1,05,000/- per month for the period 04.10.2019 to 31.12.2021, covering rent, school fees, and all day-to-day expenses of the Respondent and the children.
b. ₹1,85,000/- per month from January 2022 until disposal of the petition, similarly covering rent, school fees, and all day-to-day expenses.
c. The interim maintenance of ₹1 lakh previously awarded under DV Act proceedings shall be adjusted against the amount awarded from 04.10.2019.

21. Evidently, the learned Family Court has taken into consideration the Petitioner's own disclosures, bank statements, salary slips and other financial material while arriving at a *prima facie* assessment of his earning capacity, which cannot be said to be cannot be said to be perverse or manifestly erroneous.

22. However, although the impugned order directed the Petitioner to pay the entire amount of interim maintenance to the Respondent, including all expenses for the minor children, it has not been disputed that certain amounts stand admittedly paid by the Petitioner towards the school fees of the minor children, their educational needs, medical expenditure, and other incidental costs.

23. Thus, it is clarified that any separate payments already made for the children's expenses shall be accounted for and

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adjusted by the learned Family Court while calculating the Petitioner's outstanding and future liability.

24. However, henceforth the Petitioner is directed to pay the entire amount of maintenance, in accordance with the impugned order, directly to the Respondent for herself and their children.

25. As regards the plea of the Petitioner is concerned that his employment has ceased, and that he is now facing severe financial constraints, the same is a circumstance that has arisen subsequent to the passing of the impugned order. Such subsequent events, amounting to a change in circumstances, are matters to be agitated before the learned Family Court by way of an appropriate application under Section 127 CrPC, where the Petitioner would be at liberty to establish the alleged reduction in income and seek alteration of the subsisting maintenance order in accordance with law.

26. In view of the above, this Court is of the considered view that the impugned order does not call for any modification or interference. Needless to say, the other competing factual claims require evidence, and all such contentions would be a subject matter of trial.

27. It is made clear that any observation made in this order is only for the purpose of deciding the present petition and shall not impact the outcome of the final order.

28. The learned Family Court is hereby directed to proceed with the matter expeditiously. No unnecessary or unwarranted adjournments shall be granted to the parties, and the Court shall

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ensure that the proceedings are conducted in a timely and efficient manner.

29. In view of the above, the present petition, is disposed in the aforesaid terms, along with pending application(s), if any.

AMIT MAHAJAN, J

DECEMBER 10, 2025
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