

IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPEAL NO. 912 OF 2024 (Arising out of SLP (Crl.) No. 1542 of 2024)

BENCH / CORAM: HON'BLE MRS. JUSTICE B.V. NAGARATHNA & HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

DATE OF DECISION: FEBRUARY 20, 2024 | CITATIONS: 2024 SCC OnLine SC 412 | 2024 (3) SCALE 112 | 2024 INSC 128

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CRIMINAL APPEAL NO. 912 OF 2024 (Arising out of SLP (Crl.) No. 1542 of 2024)

NEHA MALHOTRA ... APPELLANT(S)

VERSUS

VIKRAM MALHOTRA ... RESPONDENT(S)

J U D G M E N T

B.V. NAGARATHNA, J.

1. Leave granted.

2. This appeal arises out of a matrimonial dispute concerning interim maintenance awarded to the appellant-wife and the minor daughter. The appellant and respondent were married on 24.11.2013 under Hindu rites and ceremonies. A female child was born out of the wedlock in 2015. On account of matrimonial discord and irreconcilable differences, the parties have been residing separately since 2017.

3. The appellant instituted proceedings under Section 12 of the Protection of Women from Domestic Violence Act, 2005 (for short, 'DV Act') before the learned Metropolitan Magistrate, as well as an application for maintenance under Section 125 of the Code of Criminal Procedure, 1973 (for short, 'CrPC'). Subsequently, in divorce proceedings initiated by the respondent-husband under Section 13(1)(ia) of the Hindu Marriage Act, 1955, the appellant moved an application for maintenance pendente lite under Section 24 of the Hindu Marriage Act.

4. The learned Metropolitan Magistrate granted interim maintenance of Rs. 35,000/- per month. Subsequently, the Family Court in the Section 125 CrPC proceedings directed payment of Rs. 45,000/- per month. Aggrieved by the concurrent orders, the respondent-husband approached the High Court contending that the appellant was enjoying multiple overlapping maintenance awards resulting in unjust enrichment. The High Court stayed the execution of maintenance arrears without determining the adjusted liability, leaving the appellant and the minor child in grave financial hardship.

5. We have heard the learned counsel appearing for the appellant and the learned senior counsel appearing for the respondent.

6. The primary question that arises for consideration is the harmonization of multiple overlapping maintenance orders passed across diverse statutory forums—namely, under Section 125 CrPC (now Section 144 of the Bharatiya Nagarik Suraksha Sanhita, 2023), Section 24 of the Hindu Marriage Act, 1955, and Section 20 of the DV Act.

7. In *Rajnesh v. Neha* (2021) 2 SCC 324, this Court laid down comprehensive guidelines to obviate conflicting maintenance orders and prevent double payment. It was explicitly held that while an applicant is entitled to seek maintenance under multiple statutory provisions, it is mandatory for the applicant to disclose all previous proceedings and orders in subsequent applications. The court adjudicating the subsequent claim must take into account the maintenance awarded earlier and adjust or set off the amounts, ensuring that the wife receives the higher determined quantum while insulating the husband from multiple concurrent extractions.

8. In the present case, the respondent-husband failed to file the mandatory Affidavit of Assets and Liabilities within the four-week timeframe stipulated in *Rajnesh v. Neha*. Repeated adjournments were granted by the trial courts despite clear directions from this Court. We must deprecate this practice. The four-week deadline is inflexible. If the respondent fails to furnish comprehensive financial disclosures within four weeks, trial courts must draw adverse inferences and proceed to determine interim maintenance on the basis of available records and the lifestyle demonstrated by the parties.

9. Furthermore, maintenance awarded for a school-going minor child cannot remain static. With escalating educational expenses, tuition fees, extracurricular costs, and inflation, custodial mothers cannot be compelled to institute fresh enhancement petitions every academic session. Courts must ensure educational continuity by either directing an annual escalation clause (between 7% to 10%) or directing direct payment of actual school fees by the father to the educational institution.

10. In view of the above, the interim orders of the High Court staying recovery are set aside. The maintenance across all forums is consolidated and quantified at Rs. 65,000/- per month (Rs. 40,000/- for the appellant-wife and Rs. 25,000/- for the minor daughter) payable from the date of the original application. The respondent-husband shall also pay all school and tuition fees directly to the child's school upon production of invoices. The accumulated arrears shall be liquidated in four equal monthly installments.

11. The appeal is allowed in the aforesaid terms. No order as to costs.

.....J. [B.V. NAGARATHNA]

.....J. [AUGUSTINE GEORGE MASIH]

NEW DELHI; FEBRUARY 20, 2024.