

2025:PHHC:116144

**124 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****CR-4021-2025****Date of Decision: August 28, 2025****Rajan Banga****...Petitioner****Versus****Anuradha Banga****...Respondent****CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA****Present:-** Mr. Baldev Singh Sodhi, Advocate for the petitioner.**DEEPAK GUPTA, J.(Oral)**

By way of this petition filed under article 227 of the Constitution of India, petitioner prays for setting aside order dated 29.05.2025 passed by learned Additional District Judge, Chandigarh, rejecting the objections of the petitioner filed in an execution under Section 28-A (wrongly mentioned as Section 28) of the Hindu Marriage Act, 1955 (hereinafter referred as 'the HMA Act') by the respondent-wife and by way of which the petitioner has been directed to clear the outstanding arrears of maintenance *pendente lite* to the tune of ₹5,82,750/-.

2. The marriage of the parties was solemnized in 2001, as per Hindu rites and ceremonies. Wife (*respondent herein*) filed a petition under Section 13 (a) (i) of the HMA Act in March, 2019, seeking a decree of divorce. During pendency of the petition, the wife moved application under Section 24 of the HMA Act in November, 2019 seeking interim maintenance and litigation expenses. The Court vide order dated 10.04.2023, accepted the application and directed the husband, i.e. petitioner herein to pay an amount of ₹12,000 per month as interim maintenance, besides ₹12,000/- as litigation expenses, effective from the date of filing of the application.

3. As the husband failed to make payment as per the above order, the wife moved an application seeking enforcement of the same by pointing out that @ ₹12,000 per month since 20.11.2019 till 21.11.2024, an amount of ₹7,20,000/- had become due for 60 months and besides, another amount of ₹12,000 was liable to be paid towards litigation expenses and this way, the husband was liable to pay an amount of ₹7,32,000/- till 21.11.2024. The husband opposed the application by filing objections and pointing towards an order passed by the Court in a petition under Section 125 of Cr.P.C. and further claimed adjustment of certain amounts paid by him towards clearance of a loan and also the amounts paid to the wife from time to time. However, the objections were dismissed by the Court by way of the impugned order and the husband, i.e. petitioner herein was directed to pay the outstanding dues of ₹5,82,750/-.

4. Assailing the aforesaid order, it is contended by the counsel for the petitioner-husband that the payments earlier made by the petitioner have been wrongly ignored by the trial Court for the purpose of adjustment.

5. Before considering the contention of learned counsel, option was given to the Ld. counsel to call the respondent by issuing notice so as to explore the possibility of amicable settlement between the estranged couple, subject to the condition that petitioner pays at least an amount of ₹3,00,000/- to the respondent-wife. However, after getting instructions from the petitioner, learned counsel has informed that petitioner was not ready to pay any amount. As such, the contentions raised by Ld. counsel for the petitioner have been considered on merits.

6. According to petitioner husband, the wife had withdrawn an amount of ₹3,83,421/- in parts from her account during 01.02.2019 to 15.12.2019, when the divorce petition was pending and that these withdrawals represent the maintenance made by the husband and were deposited in her account while she was residing separately in Patiala.

The husband-petitioner also pleaded that he had cleared the loan of ₹2,28,065/- on 08.01.2021, which the wife had taken to establish her boutique business. The husband further claimed that an amount of ₹1,00,000/- had been paid to the wife before learned Judicial Magistrate 1st Class, Chandigarh, pursuant to the order passed under Section 125 Cr.P.C. and this way only an amount of ₹68,514/- was outstanding.

7. All the aforesaid contentions have been dealt with by the Trial Court at considerable length and it has been observed as under:-

“7. In reply to the calculations filed by the J.D Husband, the DH wife has denied that she withdrew a total sum of Rs.3,83,421/- in parts from her account between 1.2.2019 and 15.12.2019. It is submitted that the DH wife is not having any ATM Card and all the ATM Cards issued by the bank are in custody of JD husband. So when she is not having any ATM Card, how she can withdraw the amount from the Bank. The JD husband is working in HDFC Bank as Vice President and he has made the false entries which shows that the DH wife withdrew the said amount and the same was made by the JD just for the sake of evidence. It is a matter of record that the JD has made payment of Rs.1,00,000/- to the DH as per order dated 12.4.2024. Ld. Counsel for the DH wife contended that the claim of the JD husband that he has paid a sum of Rs.3,83,421/- in parts from his account between 1.2.2019 and 15.12.2019 and the said amount should be adjusted qua the arrears of the maintenance accrued to the DH wife in view of the order passed by the Court in application u/s 24 HMA, is totally wrong. That the application u/s 24 of HMA was filed by the DH wife on 20.11.2019 Ld. Counsel argued that it is very surprising that when the parties were already in pith of litigation and DH wife was living separately as she was thrown out of her matrimonial home, then what weighed in the mind of JD husband that he was making payment of such a huge amount to the DH wife. L.d. Counsel further argued that nevertheless the application u/s 24 HMA was filed on 20.11.2019 and the amount which the JD husband is designing to be adjusted pertains to the period between 1.2.2019 to 15.12.2019 and most of the said amount has been shown to be deposited in the account of DH wife before 20.11.2019 and therefore it cannot be adjusted in any case against the arrears of maintenance pendente lite granted by the Court of Ld. Additional District Judge, Chandigarh while deciding the application us 24 HMA as the said order was effective from 20.11.2019. When confronted with this situation, Id.

Counsel for the JD husband could not give any satisfactory reply. Thus in any case of any payment has been made as stated by the JD husband, it cannot be adjusted at all against the arrears of maintenance pendente lite accrued to the DH wife vide order dated 10.04.2023 and which was made effective from 20.11.2019.

8. Further it is the contention of Ld. Counsel for the JD husband that JD husband has paid a sum of Rs 2,28,065/- towards the full and final settlement of the loan taken by the DH wife from HDFC Bank and therefore the said amount should have been adjusted against the outstanding arrears of the maintenance. Per contra, Id. Counsel for the DH wife submitted that the JD husband is working as Vice President in HDFC Bank and he has manipulated the documentation and took the loan in the name of the DH wife and shown certain payments qua the loan without the knowledge and consent of the DH wife. It is important to note that while disposing off the application us 24 HMA, my Ld. Predecessor has granted the maintenance pendente lite for day to day maintenance of the DH wife as she could not maintain herself. If any amount was lying as outstanding for any loan allegedly taken by the DH wife, JD husband was having no authority to clear the said loan at his own and thereafter to seek adjustment of the any such amount paid by him against the arrears of maintenance pendente lite. If any such outstanding was lying for any loan account of the DH wife, it was her personal liability and she was responsible for payment of the same. Nevertheless there is no prima facie document placed on record to show payment of any such amount by the JD husband that too with the consent of the DH wife so any such payment, if so made, cannot be adjusted against the arrears of maintenance pendente lite. Thus the objection/plea raised by the JD husband seeking adjustment of the amount of Rs.2,28,065/- is not tenable and is rejected.

9. As per the contention of Id. Counsel for DH wife, she claims a total sum of Rs.7,80,000/- as arrears of maintenance @ Rs.12000/- per month since 20.11.2019 till April 2025 i.e. for 65 months and Rs. 12,000/- as litigation expenses are also being claimed. DH wife admitted payment of Rs.1,64,250/- from the total amount of Rs.7,92,000/- and claimed that the arrears outstanding for payment of maintenance pendente lite are thus Rs.6,27,750/. The JD husband could not give any justifiable reason for non-payment or even could not give any plan how he will be making the payment of said amount except the contention that he is not in a position to make the payment. Admittedly the JD husband is working as Vice President in HDFC

Bank so his plea about his weak financial condition is not acceptable particularly in the circumstances when DH wife is not having any employment and is solely dependent upon the maintenance pendente lite granted by the Court. On 23.5.2025 on the directions of the Court, a sum of Rs.45,000/- was made by the JD husband to the DH wife as this much amount of minimum liability was admitted by the JD husband himself. However in view of the detailed discussion made above, still a substantial amount of arrears is to be paid by the JD husband. Thus the total outstanding arrears of maintenance pendente lite to be paid by the JD Husband is Rs.5,82,750/-."

8. It is thus clear from the aforesaid observations that most of the payments made between 1.2.2019 and 15.12.2019, the adjustment of which were sought by the husband, were made prior to the date, when the order for interim maintenance became effective from 20.11.2019 and therefore, could not have been considered towards the payment of interim maintenance. Regarding clearance of loan, it has been rightly observed by the Court that the purpose of an interim maintenance was for day-to-day maintenance of the wife so that she could maintain herself and even if, the stand of the husband was considered to be true, he had no authority to clear the alleged loan taken in the name of his wife, so as to later on seek its adjustment towards the interim maintenance. As far as the amount paid pursuant to the order passed under section 125 Cr.P.C is concerned, the same has already been adjusted by the trial Court by way of the impugned order.

9. In view of the aforesaid discussion, this Court does not find any illegality or perversity in the impugned order, calling for any interference. As such, holding the present revision petition to be devoid of any merit, the same is hereby dismissed.

August 28, 2025

Sarita

(DEEPAK GUPTA)

JUDGE

Whether reasoned/speaking:

Yes/No

Whether reportable:

Yes/No