

**In the Court of Bagicha Singh, Additional Principal Judge,
Family Court, Sunam.
(Unique Identification No.PB0264)**

CIS Registration No:CS/18/2021
CNR No:PBSGF20018932021
Date of Institution: 18.03.2020
Date of Decision....06.05.2026

- 1 Jasveer Kaur aged about 30 years divorced wife of Beant Singh alias Kala Singh son of Pritam Singh, resident of Village Sihal, Tehsil Dirba and daughter of Labh Singh, resident of Village Sangtiwala, Tehsil Lehra;
- 2 Samanpreet aged 11 years minor son of Beant Singh alias Kala under the guardianship and through his next friend his mother Jasveer Kaur now residents of Village Sangtiwala, Tehsil Lehra, District Sangrur.

....Plaintiffs

Versus

Beant Singh alias Kala Singh son of Pritam Singh, resident of Village Sihal, Tehsil Dirba, District Sangrur.

....Defendant

Suit for recovery of Rs.4,80,000/- as arrears of maintenance, for fixation of future maintenance, for creating charge over the suit property and permanent injunction.

Present: Suit by Plaintiff No.1 withdrawn vide order dated 13.08.2025
Sh. Subhash Chander Goyal, Advocate for the plaintiff no.2
Sh. Gurmukh Singh, Advocate for the defendant

JUDGMENT:

1. Initially, Jasveer Kaur, the plaintiff no.1 has filed present suit for herself and for her minor child, the plaintiff no.2 for the recovery of Rs.4,80,000/- as arrears of maintenance, for fixation of future maintenance, for creating charge over the suit property and permanent injunction, however, on dated 13.08.2025, Jasveer Kaur, the plaintiff no.1

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had withdrawn the present suit from her side and she continue with the present suit qua minor child Samanpreet, the plaintiff no.2

2. Through this suit, Jasveer Kaur, the plaintiff no.1 for herself and for her minor child, the plaintiff no.2, has sought recovery of Rs.4,80,000/- as arrears of maintenance allowance from 02.03.2018 to 01.03.2020 at the rate of Rs.20,000/- PM (i.e. Rs.10,000/- PM for each plaintiff), for fixation of future maintenance allowance at the rate of Rs.20,000/- PM (i.e. Rs.10,000/- PM for each plaintiff) from the date of suit till the life time of the plaintiff no.1 and till the age of majority of the plaintiff no.2 and for creating charge on the 2/9 share of the defendant out of land measuring 9 Kanals 4 Marlas detailed in the head note 'B' of the plaint and for permanent injunction restraining the defendant from transferring or alienating in any way to any person any portion or share out the suit property detained in the head note 'B' of the plaint.

3. The brief facts of the present suit are that the marriage of the plaintiff no.1 was solemnized with the defendant no dated 31.01.2007 and out of their wedlock, on child Samanpreet, the plaintiff no.2 was born to them, who is living under the guardianship of his mother Jasveer Kaur, the plaintiff no.1. It has been further averred that due to the temperamental differences, the plaintiff no.1 and the defendant could not adjust with each other and they filed a petition under Section 13-B of Hindu Marriage Act for the dissolution of their marriage and the same was allowed on dated 17.02.2020 by the court of Learned Additional Civil

Judge (Senior Division), Sunam. The custody of minor child, the plaintiff no.2 was given to Jasveer Kaur, the plaintiff no.1 till the age of his majority. It has been further averred that it was settled that the defendant shall pay Rs.70,000/- to the plaintiff for the damage of dowry articles of the plaintiff no.1 and as such, the aforesaid amount was paid to the plaintiff no.1 and the aforesaid amount was spent by the plaintiff no.1 for admission, other expenses of education and school clothes of the plaintiff no.2. It has been further averred that after divorce, the plaintiff no.1 has not performed second marriage and the defendant has not paid any amount to the plaintiffs for their maintenance, clothes, medicine, for education of the plaintiff no.2 and for other needs of the plaintiffs. It has been further averred that the plaintiffs do not own or possess any property of any kind and they have no source of income, while the defendant is an able bodied person and he is driver and mechanic of the combine machine. The defendant also owns agriculture land, bank balance, FDs etc. and from these sources, the defendant's monthly income is more than Rs.40,000/-. It has been further averred that the plaintiffs are entitled to recover an amount of Rs.4,80,000/- as arrears of maintenance allowance from 02.03.2018 to 01.03.2020 @ Rs.20,000/- PM (i.e. Rs.10,000/- PM for each plaintiff), for fixation of future maintenance allowance @ Rs.20,000/- PM (i.e. Rs.10,000/- PM for each plaintiff) from the date of filing of this suit till the life time of the plaintiff no.1 and till the age of majority of the plaintiff no.2, for creating charge on the 2/9 share of the

defendant out of land measuring 9 Kanals 4 Marlas detailed in the head note 'B' of the plaint. The plaintiffs have requested the defendant to pay them the aforesaid arrears of maintenance, to fix the future maintenance allowance and to admit their charge/lien over the suit property, but the defendant refused to accede their requests and instead of fulfilling the requests of the plaintiffs, the defendant is threatening the plaintiffs that he will transfer or alienate the property in dispute and therefore, the defendant be restrained from transferring or alienating in any way to any person any portion or share out the suit property detained in the head note 'B' of the plaint because in order to defeat the rights of the plaintiffs. Hence, this suit.

4. Notice of the suit was issued to the defendant, who appeared through counsel and filed written statement raising legal objection that the plaintiffs have not come to the court with clean hands. The real fact is that the plaintiff no.1 and the defendant had filed the divorce petition under Section 13-B of the Hindu Marriage Act and that petition has been allowed by the court of learned Additional Civil Judge (Senior Division), Sunam and in that petition, the plaintiff no.1 has received Rs.70,000/- in the court as lump sum amount for herself and for the plaintiff no.2. The plaintiff no.1 has also kept the custody of the plaintiff no.2. The plaintiff no.1 had made statement in this regard in the court. The plaintiff no.1 had also made statement in the court that she will not claim any expenses for herself and for her minor child, the petitioner no.2. The plaintiff no.1 had

also made statement that she will not file any case against the defendant. It has been further averred that now there is no relation of husband and wife between the defendant and the plaintiff no.1. The plaintiff no.2 is residing with the plaintiff no.1 and now the plaintiff no.1 is duty bound to parent the minor child, the plaintiff no.2 and after divorce of the defendant and the plaintiff no.1, the defendant has no concern with the plaintiffs and the plaintiffs are not entitled to get any maintenance from the defendant.

It has been further averred that after taking divorce from the defendant, the plaintiff no.1 Jasveer Kaur has solemnized second marriage with one Avtar Singh resident of Village Chatha Nanhera and now the plaintiff no.1 and the plaintiff no.2 are residing with the aforesaid Avtar Singh and since there is no relation between the plaintiff no.1 and the defendant, so the plaintiffs are neither entitled to create any charge over the property of the defendant and consequently defendant cannot be restrained permanently from alienating the suit property. Lastly a prayer has been made for the dismissal of the suit cost.

5. From the pleadings of the parties, following issues were framed:

- 1 Whether the plaintiffs are entitled to recover maintenance from the defendant by creating a charge over the suit property as prayed for? OPP
- 2 Whether the plaintiffs are entitled to the relief of permanent injunction as prayed for? OPP
- 3 Whether the present suit is maintainable in the present form? OPD

4 Whether the plaintiffs have not come to the court with clean hands? OPD

5 Relief.

6. In order to prove their case, the plaintiff no.1 stepped into witness box as PW1 and tendered her affidavit Ex.PW1/A on the lines of plaint. The plaintiffs have further examined Labh Singh as PW2, who tendered his affidavit Ex.PW2/A favouring the version of the plaintiffs. Thereafter, the plaintiff no.1 has tendered into evidence Jamabandies for the year 2012-14 as Ex.P1 and Ex.P2, the fees receipts of the school as Mark-A to Mark-C and the site plan of the house Mark-D and has closed the evidence by making statement.

7. In order to rebut the evidence of the plaintiffs, the defendant has examined DW1 Ajay Verma, R.K. Judicial Record Room, Sunam, who brought the summoned record/file bearing HMA No. 94 dated 14.08.1991, titled as, “Jasveer Kaur Vs. Beant Singh” decided on 17.02.2020. This witness deposed that he has seen the statement of Jasveer Kaur in the summoned file which are Ex.D1 and Ex.D2, the certified copy of the petition Ex.D3, statement of defendant Beant Singh Ex.D4 and Ex.D5, the copy of judgment Ex.D6, the copy of decree sheet Ex.D7. The defendant also stepped into witness box as DW1 and tendered his affidavit Ex.DW2/A on the lines of written statement. Thereafter, the defendant tendered into evidence his medical record as Mark-DA to Mark-DC and the copy of Jamabandi for year 2021-2022 of Village Sangtiwala as Ex.D8 to Ex.D10 and close his evidence by making statement.

8. I have heard the learned counsel for the parties and have gone

through the case file with their able assistance. My issuewise finding on the above issues are as under:

ISSUE No.1 and 4:

9. Issues No.1 and 4 are taken up together, in order to avoid repetition of discussion, while appreciating respective pleadings and evidence proved on record in the present case.

10. Learned counsel for the plaintiffs has submitted that the marriage of the plaintiff no.1 and the defendant was solemnized on dated 31.01.2007 and out of their wedlock, Samanpreet, the plaintiff no.2 was born to them, who is under the custody of the plaintiff no.2. He has further submitted that after marriage, due to the temperamental difference, the plaintiff no.1 and the defendant could not adjust with each other and they took divorce under Section 13-B of the Hindu Marriage Act vide judgment and decree dated 17.02.2020. He has further submitted that as per settlement between the plaintiff no.1 and the defendant, the plaintiff no.2 has received Rs.70,000/- as per settlement between the parties as the time of passing of the judgment with mutual consent. He has further submitted that during the passing of the decree through mutual consent of the parties, Rs.70,000/- was received by the plaintiff no.1 and she has not taken any amount of maintenance for the plaintiff no.2. He has further submitted that now the plaintiff no.1 is not earning anything and she is unable to maintain herself and her minor child, the petitioner no.2. He has further submitted the the defendant owns agriculture land. Besides this,

the defendant is a driver as well as mechanic of combine machine and his month income is Rs.40,000/-, so the plaintiffs are entitled to get maintenance of Rs.10,000/- PM each and further the plaintiffs are also entitled to recovery an amount of Rs.4,80,000/- as arrears of maintenance from the period 02.03.2018 to 01.03.2020. He has further submitted that an amount of Rs.10,000/- each to the plaintiffs be fixed as future maintenance and for the recovery of the same a charge/lien be created on the agriculture land of the defendant and the defendant be permanent restrained from alienating/disposing of his agriculture land detailed in the heading A of plaint. He has, thus, prayed for decreeing the present suit.

11. On the other hand, learned counsel for the defendant has submitted that the plaintiffs are not entitled to any maintenance from the defendant because the plaintiffs have already taken a lump-sum amount of maintenance as Rs.70,000/- for their past, present and future at the time of passing of decree of divorce with mutual consent. He has further submitted that the plaintiff no.1 has taken full and final maintenance for herself and for her minor child, the plaintiff no.2 and this fact clear from the statements Ex.D1 and Ex.D2 of the plaintiff no.1 Jasveer Kaur. He has further submitted that at the time of passing of decree of divorces, it was settled between the plaintiff no.1 and the defendant that the plaintiff shall not file any case or the application against the defendant in future but the plaintiff no.1 has not complied her statement and has filed the present suit immediately after passing of decree of divorce as the decree of divorce

was passed on dated 17.02.2020 and the plaintiff no.1 has filed the present suit on dated 18.03.2020 within one month, which shows that the plaintiff no.1 has bad eye on the agriculture land of the defendant and she wants to grab the same from the defendant. . He has further submitted that the plaintiff no.1 has tried to get the agriculture land transferred from the defendant in the name of the plaintiff no.1 forcible and this fact is clear from the cross-examination of PW1/plaintiff no.1, wherein she admitted that “it is correct that while passing the decree of divorce, she had agreed that she will not file any case against the defendant”.

The learned counsel for the defendant has further submitted that the plaintiffs have not come to the court with clean hands because the plaintiff no.1 has stated in her cross-examination she has filed the present case for getting maintenance for her son and she has not filed the case for herself, rather it is clear from the plaint that she has filed this case for herself and for her minor child, the plaintiff no.2. He has further submitted that the plaintiff no.1 has stated that she has filed this suit for getting maintenance @ Rs.2,500/- PM. She has further admitted that she has received Rs.70,000/- of maintenance. So, the learned counsel for the defendant has submitted that the plaintiffs have not come to the court with clean hands and they are not entitled to get any maintenance from the defendant. Learned counsel for the defendant has concluded his arguments with the submission that the plaintiff no.1 for herself for the plaintiff no.2 has already received maintenance for their future from the

defendant at the time of passing of decree of divorce u/s 13-B of the Hindu Marriage Act, the plaintiffs are entitled for any maintenance from the defendant. He has, thus, prayed for dismissing the present suit.

12. After hearing arguments, this court of the considered view that it is an admitted and proved fact that the the marriage of the plaintiff no.1 and the defendant was solemnized on dated 31.01.2007 and out of their wedlock, Samanpreet, the plaintiff no.2 was born to them, who is under the custody of the plaintiff no.2. It is further admitted and proved fact that after marriage, due to the temperamental difference, the plaintiff no.1 and the defendant could not adjust with each other and they took divorce under Section 13-B of the Hindu Marriage Act vide judgment and decree dated 17.02.2020 and in that decree, the parties had agreed that the plaintiff no.1 has settled the matter with the defendant for a lump-sum amount of Rs.70,000/- as their past, present and future maintenance. It is further an admitted and proved fact that it was also settled between the plaintiff no.1 and the defendant that the plaintiff no.2 shall remain in the custody of the plaintiff no.1 and this fact is also admitted by the plaintiff no.1 in her cross-examination in this case and also in the statements recorded while passing the decree of divorce under Section 13-B of the Hindu Marriage Act. So it is proved that the plaintiff no.1 has already received an amount of Rs.70,000/- as maintenance for herself and for her minor child, the petitioner no.2. The plaintiff no.1 also agreed that the plaintiff no.2 shall remain in her custody and recorded statements at the

time of passing of decree of divorce u/s 13-B of Hindu Marriage Act, the plaintiff no.1 never recorded her statement that she is reserving rights for claiming maintenance on behalf of the plaintiff no.2 from the defendant. Furthermore, the plaintiff no.1 has stated in Paragraph No.6 of the plaint that she has not performed second marriage, so far but during evidence, she has admitted that about four years ago, she has performed second marriage at Village Gobindpura and her husband is having 2 Acre land. She has also admitted that she and second husband are having no child and she and the plaintiff no.2 are residing with second husband. So it is further proved that the plaintiff no.1 has taken the responsibility regarding parenting of the plaintiff no.2 at the time of decree of divorce u/s 13 -B of Hindu Marriage Act and also received Rs.70,000/- as future maintenance for herself and her minor child, the plaintiff no.2 and now she cannot claim any maintenance for herself and her minor child, the plaintiff no.2 from the defendant. Furthermore, now the plaintiff no.1 has performed second marriage and her second husband has taken the responsibility of the plaintiff no.1 and her minor child, the plaintiff no.2 and now the second husband of the plaintiff no.1 has to maintain the plaintiff no.2 also. Since, the plaintiff no.1 has already received a lump-sum amount of Rs.70,000/- as future maintenance for herself and for her minor child, the plaintiff no.2 from the defendant no.1 and the plaintiff no.1 has performed second marriage, so the plaintiffs are not entitled for any maintenance from the defendant. Even the plaintiff no.1 has not come

come to the court with clean hands as she has stated in Paragraph No.6 of the plaint that she has not performed second marriage so far, but she in her cross-examination dated 18.02.2024, admitted that she has performed second marriage about 4 years ago. She has further not come to the court with clean hands as in her cross-examination, she has stated that she has not filed for her maintenance and she has filed case only for the plaintiff no.2 but it is clear from the plaint that she has filed the present case for claiming maintenance for herself and for her minor child. Furthermore, the plaintiff has mentioned the age of the plaintiff no.2 as 12 years at the time of passing of the decree of divorce u/s 13-B of Hindu Marriage Act on dated 17.02.2020 and in the present case, she has mentioned the age of the plaintiff no.2 as 11 years. So, it is clearly proved that now the plaintiff no.2 has attained the age of majority. So, it is held that the plaintiffs are not entitled to get any maintenance from the defendant.

13. In view of the above discussion, these issues are decided against the plaintiffs and in favour of the defendant.

ISSUE No:2:

14. Onus to prove this issue was placed upon the plaintiffs. Since the plaintiffs have been held not entitled for any maintenance from the defendant, so no injunction order can be passed against the defendant and this issue is decided against the plaintiffs and in favour of the defendant.

ISSUE No.3:

15. Onus to prove this issue was placed upon the defendant. I

have perused the file, which reveals that the issue regarding maintainability is already decided by the learned predecessor court of this court vide order dated 26.10.2022, therefore, there is no need to give findings on this issue.

ISSUE No.5: (Relief)

16. In view of above discussion, the present suit is hereby failed and the same is dismissed without costs. Decree sheet be drawn. File be consigned to the record room.

Pronounced in open court.
Dated: 06.05.2026

(Bagicha Singh),
Additional Principal Judge,
Family Court (Camp Court),
Sunam. UID No.PB0264

Parminder, Stenographer Gr.-1