



\$~65

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

+ **CRL.M.C. 935/2023**

KUNAL BAJAJ

.....Petitioner

Through: Mr.Giriraj Subramaniam and
Ms.Reaa Mehth, Advocates

versus

POOJA SHARMA BAJAJ

.....Respondent

Through: Mr.Ramakant Sharma, Mr.Ravi
Avasthi and Mr.Prateek Awasthi,
Advocates alongwith respondent

CORAM:

HON'BLE MR. JUSTICE ARUN MONGA

ORDER

% **20.08.2025**

CRL.M.A. 24557/2025 (Exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.A. 24556/2025 (Directions)

1. The present application has been filed by the applicant/respondent seeking direction to the Petitioner for payment of interim monthly maintenance amount as per the impugned order. A clarification is also sought that the interim order only pertains to the execution proceedings for recovery of arrears of maintenance and does not exempt the husband from the obligation to pay regular monthly maintenance.
2. *Vide* the main petition, execution of order dated 21.02.2019 passed by the learned Mahila Court, Saket, and order dated 06.01.2023 passed by the



Ld. ASJ upholding the order of the Ld. Mahila Court are assailed before this Court. However, a stay order dated 10.02.2023 was passed by this Court subject to payment of Rs.20,00,000/.

3. It is now stated there is certain ambiguity as to whether the stay operated only *qua* the execution petition which was pending at that time or even *qua* the subsequent execution proceedings which could have been filed on default of monthly maintenance. It is contended by learned counsel for the applicant that every month's default on payment of maintenance entitles the applicant to file a separate execution petition.

4. Issue notice. Notice is accepted by learned counsel for the non-applicant.

5. List on the date already fixed i.e. 15.10.2025.

6. In the meanwhile, it transpires that the interim monthly maintenance awarded by the learned MM vide order dated 21.02.2019 was with effect from the month when application was filed under Section 23 of the DV Act i.e. in July, 2013. Effectively, therefore, the non-applicant herein was in arrears of above 12 years which translates into 144 months as on date and calculated at Rs.50,000/- per month, comes to about Rs.72,00,000/- as on the date of assailing the order dated 06.01.2023 of Ld. ASJ which upheld the order passed by Ld. Mahila Court.

7. It was in these circumstances that the Coordinate Bench of this Court directed payment of Rs.20,00,000/- forthwith in case any stay, as prayed, was to be granted on the then pending execution petition.

8. Be that as it may, the fact remains that out of the outstanding as per the learned Mahila Court's order, Rs.40,00,000/- have been paid to the applicant and Rs.32,50,000/- is still outstanding.



9. In the premise, subject to deposit of another sum of Rs.10,00,000/- within a period of two weeks, no coercive steps shall be taken against the applicant in the pending execution proceedings in all the applications which have been preferred by the applicant herein to seek payment of arrears.
10. The aforesaid amount be directly remitted electronically through RTGS in the account of the applicant.
11. The present application stands disposed of in the aforesaid terms.

ARUN MONGA, J

AUGUST 20, 2025/dy