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

+ **CRL.REV.P.(MAT.) 429/2025**

ARUN DUREJA

.....Petitioner

Through: Mr. Saurabh Dev Karan Singh, Mr.
Darshan Sejwal, Advs.

versus

NIDHI DUREJA ALIAS RUCHIKA GROVERRespondent

Through: Mr. Annurag Parashar and Ms. Rekha
Aggarwal, Advs. along with
respondent in person.

CORAM:

HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER

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01.12.2025

CRL.M.A. 35774/2025 CLARIFICATION OF ORDER DT. 19.09.2025
in CRL.REV.P.(MAT.) 429/2025

1. This is an application filed on behalf of the petitioner, seeking clarification of order dated 19.09.2025.
2. Petitioner filed CRL. REV.P. (MAT.) 429/2025, impugning order dated 20.01.2023, passed by the learned Family Court, directing the petitioner to pay monthly maintenance of Rs. 12,000/- each to the respondent i.e. wife and to the petitioner's minor child.
3. The Court takes note of the order dated 19.09.2025 passed by this Court. While issuing notice, as an interim measure, the Court directed that the payment of 50% of the arrears, as per the monthly maintenance awarded by the Family Court, be made by the petitioner within a period of six weeks



from that day to the respondent and subject to the compliance thereof, the learned trial court/executing court was directed not to take any coercive steps against the petitioner.

4. The learned counsel for the petitioner submits that in compliance of the aforesaid order, petitioner has made payment of Rs. 4,10,000/- upto 08.11.2025. It is submitted that the total amount of interim maintenance if calculated at the rate of Rs. 12,000/- from September 2020 (the date of filing of the application) upto 19.09.2025, comes to Rs. 7,20,000/-. It is further submitted that petitioner had already been paying certain amounts which added to Rs. 3,10,000/-. Thus, according to him, the petitioner has cleared 50% arrears in terms of the order dated 19.09.2025. However, the trial court was of the view that the condition imposed by this Court for interim protection has to be read ignoring the previous payments made by the petitioner to the respondent. It has thus recorded that the use of word “arrears” should be taken as the cumulative amount claimed in two execution petitions by the respondent. He further submits that the trial court has taken the view that interim protection would only be available towards the arrears and not towards the future payments, and thus as per the trial court order, the future payments must be made at the rate of Rs. 24,000/- per month.

5. The learned counsel, who appears for the respondent, submits that use of word “arrears” comes out of the execution petition as in the execution petition, the arrears were claimed by the respondent. Thus, according to the learned counsel, the executing court has adopted correct interpretation of the order dated 19.09.2025.



6. Having gone through the order dated 19.09.2025, this Court finds no ambiguity in the said order, which may require any clarification, inasmuch as, the order clearly stipulates that petitioner shall make payment of 50% of the arrears to the respondent within six weeks. Obviously, the reference to the payment of 50% arrears has to be with regard to the two execution application(s) filed by the respondent and in terms of the said order subject to compliance, no coercive steps are to be taken against the petitioner by the executing court. Needless to say that any payment made by the petitioner towards such arrears, would be adjusted in the execution application(s), pending before the trial court.

7. No further order needs to be passed on the application. The application accordingly stands disposed of.

RAVINDER DUDEJA, J.

DECEMBER 1, 2025

RM