

**IN THE HIGH COURT OF HIMACHAL PRADESH SHIMLA**

CMP No. 8958 of 2019 in  
FAO (HMA) No. 50 of 2001

Reserved on : 23.04.2021

Decided on 28.04.2021

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Smt. Beasa Devi .....Applicant/Appellant  
Versus  
Sh. Shiv Dayal ....Non-applicant/Respondent

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**Coram:**  
**The Hon'ble Mr. Justice Tarlok Singh Chauhan, Judge.**

*Whether approved for reporting?<sup>1</sup> Yes.*

For the Applicant/Appellant: Mr.. Raman Sethi, Advocate.

For the Non-applicant/  
Respondent :Mr. Devender K. Sharma, Advocate.

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**Justice Tarlok Singh Chauhan, Judge**

The applicant has filed this application under Section 25 (2) of the Hindu Marriage Act, 1955 (for short the 'Act') for the enhancement of the permanent alimony and seeking further directions/clarifications in terms of the liberty reserved vide judgment dated 19.11.2001.

2. The brief facts leading to the filing of the present application are that the parties to this application got separated from each other and their marriage was dissolved by a decree of divorce granted by this Court vide judgment dated 08.08.1980 passed in FAO No. 4 of 1977 which was upheld in LPA No. 5 of 1980. However, the

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<sup>1</sup> Whether reporters of the local papers may be allowed to see the judgment? Yes.

application under Section 25 of the Act instituted by the applicant/appellant for permanent alimony in LPA No. 5 of 1980 was allowed by this Court vide judgment dated 29.08.1980 on the following terms:-

*“(i). The respondent shall pay maintenance of Rs.300/- per mensem to the appellant for the period 01.07.1980 to 28.02.1982. the maintenance pertaining to a particular month shall be payable by the 10<sup>th</sup> of the succeeding month.*

*(ii) The respondent shall deposit Rs.36,000/- in the Court of the District Judge, Mandi on or before 22.08.1982 and on such deposit being made the liability of the respondent to pay any maintenance for the further period shall come to an end.*

*(iii) The amount of Rs.36,000/- if deposited by the respondent within the period aforesaid in the Court of the District Judge, shall be invested by that Court in a fixed deposit earning monthly interest with some scheduled bank. The deposit shall be made by the Court in its own name. The Court shall draw monthly interest and pay the same to the appellant till her remarriage or till her death whichever contingency occurs earlier. On the death or remarriage of the appellant, the principal, alongwith interest, if any, accrued for the period subsequent to the remarriage or death of the appellant shall be paid back to the respondent. The District Judge shall in the first instance invest this amount for a period of 7 years and may renew it from time to time as the contingency may require.*

*(iv) In case the respondent fails to deposit the aforesaid amount of Rs.36,000/- on or before 22.08.1982, the appellant shall be entitled to recover in lump sum Rs.30,000/- towards her permanent alimony.*

3. After some time, the applicant/appellant had filed an application which was registered as CMP No. 83 of 1998 for rescinding the decision dated 29.08.1980, however, the same was dismissed vide order dated 13.10.1998 and the applicant was directed to approach the appropriate Court/forum as permissible under law.

4. Accordingly, the applicant approached the learned District Judge, Mandi and filed an application under Section 25(2) of the Act but the same was dismissed and aggrieved by this dismissal, the applicant filed the appeal i.e. FAO (HMA) No. 50 of 2001 before this Court.

5. This appeal was disposed of as having been compromised between the parties outside the Court. As per the compromise/agreement so arrived at between the parties, the non-applicant/respondent agreed and undertook to deposit a further sum of Rs.1,50,000/- on or before 31.03.2002 in addition to Rs.36,000/- already deposited by him as per the decision dated 29.08.1980 passed in LPA No. 5 of 1980.

6. This Court vide judgment dated 19.11.2001 has held that the applicant is entitled to interest on this total sum of Rs.1,86,000/- w.e.f. 01.04.2001 till her life time or till her remarriage and Clause (iii) of the decision dated 29.08.1980 was modified. In addition thereto, non-applicant/respondent also agreed to pay a sum of

Rs.10,000/- towards the total claim of enhanced maintenance to the applicant upto 31.03.2002 on or before 31.12.2001.

7. This Court while disposing of the appeal vide judgment dated 19.11.2001 observed that in case of any difficulty liberty was reserved to the parties to approach the Court for seeking further directions/clarifications.

8. In this background the instant application has been filed by the petitioner for enhancement of the permanent alimony.

9. Even though the non-applicant/respondent was granted opportunity to file reply, however, he did not choose to do so, as is evident from the statement given by his learned counsel today.

I have heard learned counsel for the parties and have gone through the records of the case.

10. Section 25 of the Hindu Marriage Act reads as under:-

*"25. Permanent alimony and maintenance.-(1) Any court exercising jurisdiction under this Act may, at the time of passing any decree or at any time subsequent thereto, on application made to it for the purpose by either the wife or the husband, as the case may be, order that the respondent shall pay to the applicant for her or his maintenance and support such gross sum or such monthly or periodical sum for a term not exceeding the life of th applicant as, having regard to the respondent's own income and other property, if any, the income and other property of the applicant, the conduct of the parties and other circumstances of the case, it may seem to the court to be just, and any such payment may be secured, if necessary, by a charge on the immovable property of the respondent.*

(2) If the court is satisfied that there is a change in the circumstances of either party at any time after it has made an order under sub-section (1), it may at the instance of either party, vary, modify or rescind any such order in such manner as the court may deem just.

(3) If the court is satisfied that the party in whose favour an order has been made under this section has re-married or, if such party is the wife, that she has not remained chaste, or, if such party is the husband, that he has had sexual intercourse, with any woman outside wedlock, it may at the instance of the other party vary, modify or rescind any such order in such manner as the court may deem just.”

11. At the outset, learned counsel for the non-applicant/respondent questioned the very maintainability of this application on the ground that since the judgment dated 19.11.2001, passed in FAO (HMA) No. 50 of 2001, was on the basis of the compromise, therefore, the instant application for enhancement was not maintainable. Learned counsel for the non-applicant/respondent further argues that the applicant by her own act and conduct is estopped from filing the present application and the previous decision rendered by this Court operates as *res judicata*.

12. Both these submissions of the learned counsel for the non-applicant/respondent are not at all tenable in view of the judgment rendered by a Coordinate Bench of this Court in **Kubja Devi vs. Ishwar Dass AIR 2017 HP 21**, wherein it was held that where the maintenance is fixed by a Court though the basis of it was an agreement, it would come directly under Section 25 of the Act.

Thus, a party will be entitled to have an enhancement of maintenance once such party proves that there has been a material change in the circumstances justifying the enhancement. Therefore, even if agreement relating to the quantum may be a part of the settlement but when the decree passed on adopting the said settlement it becomes the order under Section 25(1) of the Act, as such the Court has statutory jurisdiction under Section 25(2) to direct enhancement of the maintenance with changed circumstances. It was further held that neither the provisions of Section 11 of the CPC nor the principles of *res judicata* will bar a suit of maintenance on an enhanced rate for a different period under altered circumstances even though on an earlier occasion a maintenance decree has been passed and a certain rate of maintenance had been fixed thereunder. The reason being that such a decree as to the rate of maintenance is not final.

13. It is apt to reproduce relevant observations as contained in paras 5 and 6 of the judgment, which read as under:-

*5. After hearing the matter at length, in the light of the given facts and circumstances and also the evidence available on record as well as the law cited at the Bar, it would not be improper to conclude that the agreement qua the payment of a sum of Rs. 450/- per month to the petitioner as maintenance allowance in terms of the divorce deed Ext.DA cannot be treated as an estoppel to debar the petitioner for seeking enhancement of the amount of alimony in the changed circumstances. The law on the issue is no more res integra. The High Court of Tripura at Agartala in Harilal Sarkar vs. Subhra Sarkar, (2016) 165 AIC 784 :2016 SCC OnLine Tri 356 a*

case having similar facts has held that an order *qua* maintenance allowance based on the settlement/compromise during the course of proceedings in a divorce petition has to be treated an order of maintenance passed under Section 25(1) of the Hindu Marriage Act and as such a petition for enhancement of the amount filed under Section 25(2) of the Act is maintainable and not barred by the principle of estoppel. It is seen that three points were formulated by learned Judge after taking into consideration the provisions of law and also the law laid down by various high Courts by way of judicial pronouncements and has held as under:

"10. On the face of the submission made by the learned counsel for the parties, 3(three) pertinent questions have emerged for consideration, which are as under :

(i) Whether by agreement the jurisdiction of the competent court under Section 25(2) of the Hindu Marriage Act, 1955 can be ousted?

(ii) Whether the judgment and order dated 14.09.2010 is the order of maintenance will not come within the province of Section 25(2).

(iii) Whether the right to future maintenance is transferrable and if not whether the settlement is void, so far the terms of maintenance is concerned ?

**WHETHER BY AGREEMENT THE JURISDICTION OF THE COMPETENT COURT UNDER SECTION 25(2) OF THE HINDU MARRIAGE ACT, 1955 CAN BE OUSTED?**

11. By agreement, jurisdiction of the court which has been created by a statute cannot be taken away. Section 25 as a whole confers the jurisdiction on the competent court to provide permanent alimony and maintenance "at the time of passing any decree or at any time subsequent thereto," on application made to it for the purpose by either the wife or the husband, as the case may be, order that the respondent shall pay maintenance and support such gross sum (alimony) which is factored by various element as

*statutorily provided or by the law as developed in the course of time. It is no more res integra that if any agreement comes in conflict with any valid statute or its provision that becomes unlawful agreement and void in terms of Section 23 of the Indian Contract Act. Hence the jurisdiction of the court for granting maintenance at the time of passing any decree or subsequent thereto cannot be taken away by the settlement/agreement. It is true that if the order is passed under Section 25(1) of the Hindu Marriage Act, 1955 in that case the competent court may vary, modify or rescind any order of maintenance or gross maintenance in a change in the circumstance under Section 25(2) of the Hindu Marriage Act, 1955. But at the same time, if any settlement which has been acted on by the court or recorded, the parties thereto cannot in the ordinary course take the stand contrary thereto and in that case, their action might be hit by the principle of estoppel, if not, such stand emanates from the statute.*

**WHETHER THE JUDGMENT AND ORDER DATED 14.09.2010 IS THE ORDER OF MAINTENANCE UNDER SECTION 25(1) OF THE HINDU MARRIAGE ACT OR NOT?**

*12. There was a compromise petition before the court on settlement of the quantum of the maintenance which was termed as the fixed maintenance and the court had given its approval by passing the compromise decree on granting divorce and maintenance. It is a well accepted proposition that compromise decree pertains the charter of agreement and the decree is drawn accordingly. It can perhaps be said that the quantum of maintenance under the decree was not the result of any decision by the court, it was the result of an agreement between the parties, which was acknowledged by the court, for purpose of making it executable at the instance of maintenance-holder.*

13. In *Seshi Ammal and another Vs. Thaiyu Ammal*, reported in AIR 1964 Madras 217(V 51 C 61), the Madras High Court has enunciated the law holding that such a case will be one where the maintenance is fixed by a decree of court though the basis of it was an agreement it will come directly under Section 25. Thus, the respondent will be entitled to have an enhancement of maintenance once she proves that there has been a material change in the circumstances justifying the enhancement. Therefore, even if agreement relating to the quantum may be the part of the settlement but when the decree passed on adopting the said settlement it becomes the order under Section 25(1) of the Hindu Marriage Act. And as such the court has the statutory jurisdiction under Section 25(2) to direct enhancement of the maintenance with a change in the circumstances. The said manner may not be applicable in the case where the permanent alimony has been settled and paid by means of one-time payment. That payment has to be treated as the property transferred for purpose of maintenance.

WHETHER THE RIGHT TO FUTURE MAINTENANCE IS TRANSFERRABLE AND IF NOT WHETHER THE SETTLEMENT IS VOID SO FAR THE TERMS OF MAINTENANCE IS CONCERNED ?

14. Section 6(dd) of the Transfer of Property Act has been incorporated by the Amending Act, 1929. Prior to the amendment there was a conflict of opinion on whether a right of future maintenance when it was fixed by a decree, was transferable. The Madras High Court held that it was, in (*Rajah D.K. Thimmanayanim Bahadur Varu, Rajah of Kalahasti and others Vs. Rajah Damara Kumara Venkatappa Nayanim Bahadur Varu and others* reported in AIR 1928 Madras 713), but the Calcutta High Court ruled that it was not. *Asad Ali Mokat Vs. Haidar Ali* reported in 1910 (ILR) 38 Cal 13 did not agree with the decision of Madras High

*Court. The words 'in whatsoever manner arising, secured or determined' as appearing are very comprehensive and it is submitted that they overrule cases in which when the right has been created by a deed of transfer, it was held that the question whether the right was alienable depends upon the intention of the parties as expressed in the deed.*

*15. The Privy Council in Lal Rajindra Narain Singh alias Lallu Sahib Vs. Mt. Sundar Bibi reported in AIR 1925 PC 176 held that a right of future maintenance cannot be attached as the right to future maintenance is not capable of transfer. In this regard provisions of Section 60 of the Code of Civil Procedure, 1908 can be referred as co-terminous provision of Section 6(dd) of the Transfer of Property Act as the said provision operates in the similar field, for protection of right of future maintenance from attachment. Therefore, so far the settlement is concerned the parties can determine in whatsoever manner the maintenance in the circumstances when the settlement or the compromise was struck. In this case, the decree dated 14.09.2010 as passed by the Judge, Family Court, West Tripura in T.S.(Divorce) No. 183 of 2010 is couched with the order of maintenance though the quantum, has emerged from an agreement as stated, and such order has been passed under Section 25(1) of the Hindu Marriage Act, 1956. There can be no other interpretation, harmonious to the object of Section 25 of the Hindu Marriage Act, 1955. The determination of the maintenance was in the circumstances which existed at the time of execution of the settlement/ compromise cannot extinguish the authority of the court as provided under Section 25(2) of the said Act. If the word 'fixed' quantifying the maintenance is attributed and read in its literal meaning, such agreement shall come in conflict with the statutory provision and the public policy, hence, that part of the agreement shall be void in terms of Section 23 of the Indian Contract Act. In the event of permanent alimony, as*

*settled and as termed as the property for maintenance will not come within the province of Section 25(2).*

16. Hence, there is not illegality when the Judge, Family Court, Agartala exercised the jurisdiction under Section 25(2) of the Hindu Marriage Act by enhancing the maintenance from Rs.4000/- to Rs.6000/- . Even if, a fixed maintenance allowance is agreed upon towards a decree of divorce, the quantum if accorded and recorded by the court, has to be understood for purpose of maintenance within the ambit of Section 25(1) of the Hindu Marriage Act and with the change in the circumstances the same shall be liable to be re-assessed under Section 25(2) of the Hindu Marriage Act. The statutory purpose is very simple is to preserve the value of the maintenance allowance. This statutory principle shall equally apply when the maintenance to be paid periodically in terms of any settlement.

17. Having held so, we do not find any merit in this appeal from the order and accordingly the same is dismissed”.

6. Similar is the ratio of High Court of Allahabad in Ram Shanker Rastogi vs. Smt. Vinay Rastogi, AIR 1991 Allahabad 255. The facts of this case were also identical to the present one before this Court. It has been held in this judgment that the plea of estoppel or res judicata can not be invoked in a case of this nature nor the question of maintainability of petition under Section 25(2) for enhancement of maintenance allowance previously awarded by a consent order cannot be raised. This judgment reads as follows:

“10. Neither the provisions of S. 11 of the Code of Civil Procedure nor the principles of res judicata will bar a suit for maintenance on an enhanced rate for a different period under altered circumstances even though on an earlier occasion a maintenance decree had been passed and a certain rate of maintenance had been fixed thereunder. The reason being that such a decree as to the rate of maintenance is not final.

11. The case of *Hirabai Bharucha v. Pirojshah Bharucha*, AIR 1945 Bombay 537, stems from proceedings under S. 40 of the Parsi Marriage and Divorce Act, 1936. Under this provision, a Court is authorised to award permanent alimony to a wife either at the time of the passing of any decree under that Act or subsequently thereto. The wife is granted a decree of divorce. After the decree is passed, the husband and wife arrive at certain consent terms. One of the terms of the consent order is :

"This Court doth declare that the defendant hereby agrees not to claim any alimony now or at any time in future."

The wife applies under S. 40 for alimony. It is held that on grounds of public policy the wife cannot enter into a contract that she will not claim any alimony in future. The contract is void and the Court will take notice of that and ignore that part of the order although it was made by consent. Reliance is placed upon a remark by Lord Atkin:

"The wife's right to future maintenance is a matter of public concern which she cannot barter away."

Accepting this proposition, the learned Judge takes the view that the wife cannot barter away her right to future maintenance and enter into a contract to that effect and such a contract will be a void contract in the eye of law.

12. Let us now read Section 25. Subsection (1), *inter alia*, provides that any Court exercising jurisdiction under the Act may, at the time of passing any decree or at any time subsequent thereto, order that the respondent shall pay to the applicant for her or his maintenance and support such gross sum or such monthly or periodical sum for a term not exceeding the life of the applicant as, having regard to the respondent's own income and other property, if any, the income and the other property of the applicant, the conduct of the parties and other circumstances of the case, which

may seem to the Court to just. Sub-section (2) may be extracted :--

*(2) If the court is satisfied that there is a change in the circumstances of either party at any time after it has made an order under sub-section (1), it may at the instance of either party, vary, modify or rescind any such order in such manner as the court may deem just."*

*Admittedly, the Second Civil Judge exercised powers under the Act while passing a decree of divorce under S. 13 and, as already indicated, he passed an order fixing a certain sum as the monthly maintenance allowance for the wife. The Court did not pass any order that the wife will not claim an enhancement of the maintenance allowance in future. Assuming a wife gives up her right to claim a higher rate of maintenance allowance in future her consent, in our opinion, will not bring into existence a valid contract. Such an agreement will not only defeat the provisions of subsection (2) of S. 25 but will also frustrate the purpose of giving maintenance allowance. Judicial notice can be taken of rising prices with the result that the cost of bare existence is regularly rising, rather mercurially. In principle, it makes no difference between an agreement by a wife not to claim any alimony at all and an agreement not to claim any enhancement of the rate of maintenance allowance, whatever be the change in the circumstances".*

14. Now, advertent to the facts of the case, it would be noticed that initial order of maintenance was passed four decades back on 29.08.1980 and thereafter the same was enhanced by an order which was passed nearly two decades back on 19.11.2001.

15. The inherent and fundamental principles of granting maintenance is for the amelioration of the financial state of affairs as

well as mental agony and anguish that a woman suffers when she is compelled to leave her matrimonial home. The matrimonial statutes dealing with the subject command that there have to be some acceptable arrangements, so that she can sustain herself. A woman who is constrained to leave matrimonial home, should not be allowed to feel that she has fallen from grace and compelled to move hither and thither for arranging sustenance. As per law, she is entitled to lead a life in similar manner as she would have lived in the house of her husband. She cannot be compelled to become a destitute or beggar.

16. The purpose is to achieve 'social justice'. In interpreting provisions relating to maintenance, the Court is expected to bridge the gap between law and the society. Provisions relating to maintenance fall in category of legislation which is aimed at empowering the destitute and achieving the social justice, equity and dignity of the individual. In dealing with such cases there is necessity for drift from the 'adversarial litigation' to social context adjudication", which is the need of the hour.

17. In granting permanent alimony no arithmetic formula can be adopted as there cannot be mathematical exactitude. It shall depend upon the status of the parties, their respective social needs and financial capacity of the husband and other obligations. The Court is required to take note of the fact that amount of maintenance fixed for the wife should be such as she can live in reasonable

comfort considering her status and the mode of life she was used to when she lived with her husband. At the same time, the amount so fixed cannot be excessive or affect the living condition of the other party.

18. The Hon'ble Supreme Court in **Vinny Parmvir Parmar vs. parmvir Parmar, AIR 2011 SC 2748** held as follows:-

*".... It is further seen that the court considering such claim has to consider all the above relevant material and determine the amount which is to be just for living standard. No fixed formula can be laid for fixing the amount of maintenance. It has to be in the nature of things which depend on various facts and circumstances of each case. The court has to consider the status of the parties, their respective needs, the capacity of the husband to pay, having regard to reasonable expenses for his own maintenance and others whom he is obliged to maintain under the law and statute. The courts also have to take note of the fact that the amount of maintenance fixed for the wife should be such as she can live in reasonable comfort was used to live when she lived with her husband. At the same time, the amount so fixed cannot be excessive or affect the living condition of the other party. These are all the broad principles courts have to be kept in mind while determining maintenance or permanent alimony."*

19. In **Vishwanath Sitaram Agrawal vs. Sau. Sarla Vishwanath Agrawal, AIR 2012 SC 2586**, the Hon'ble Supreme Court while granting permanent alimony has observed that the amount that has already been paid to the respondent-wife towards

alimony is to be ignored as the same had been paid by virtue of the interim orders passed by the courts. It is not expected that the respondent-wife has sustained without spending the said money.

20. The Division Bench of the Orissa High Court in **Ruby @ Pritipadma Pradhan vs. Debasish Pradhan 2014 (2) Orissa LR 691**, after taking note of the various decisions on the subject has summed up the principles as follows:-

(a) *Maintenance depends upon the summation of all the facts of the situation involved in the particular case.*

(b) *For granting maintenance, the scale and mode of living, the age, habits, wants and class of the life of the parties has to be regarded.*

(c) *Maintenance being such that the wife could live in a reasonable comfort; considering her status and mode of life which she was used to while living with her husband.*

(d) *During the pendency of the suit for maintenance, which may take a considerable time to attain finality, the wife cannot be forced to face starvation till she is subsequently granted maintenance from the date of the filing of the suit.*

(e) *Maintenance must necessarily encompass a provision for residence. Maintenance is given so that the lady can live in the manner, more or less, to which she was accustomed.*

(f) *Maintenance, necessarily must encompass a provision for residence. Maintenance is given so that the lady can live in the manner, more or less, to which she was accustomed. The concept of maintenance must, therefore, include provision for food and clothing and the like and take into account the basic need of a roof over the head.*

(g) *Maintenance must vary according to the position and status of a person. It does not only mean food and raiment.*

(h) *It is to be seen that the amount fixed cannot be excessive affecting the living condition of the other party.*

21. The Hon'ble Supreme Court in ***Kalyan Dey Chowdhury vs. Rita Dey Chowdhury Nee Nandy (2017) 14 SCC 200***, while dealing with the case of maintenance has calculated the permanent alimony on the basis of 25% of the salary of the husband in the following words:-

*"15.....Following Dr. Kulbhushan Kumar vs. Raj Kumari and Anr. 1970 (3) SCC 129, in this case, it was held that 25% of the husband's net salary would be just and proper to be awarded as maintenance to the respondent - wife. The amount of permanent alimony awarded to the wife must be befitting the status of the parties and the capacity of the spouse to pay maintenance. Maintenance is always dependent on the factual situation of the case and the court would be justified in moulding the claim for maintenance passed on various factors."*

22. The respondent in the instant case is a retired Shashtri teacher and is currently drawing a pension of about Rs.32,000/-. Whereas the applicant has admittedly no independent source of income and is receiving interest of Rs.1240/- per month which is accruing on the amount invested in the bank pursuant to the directions passed by this Court in FAO(HMA) No. 50 of 2001 (supra).

23. Learned counsel for the respondent argues that in addition to the aforesaid amount, the applicant is also getting a sum of Rs.3000/- per month under the Ekal Nari Pension Scheme and, therefore, is not a destitute.

24. I find no merit in this contention as the applicant is getting a monthly pension of only Rs.1000/- per month from the Government of Himachal Pradesh under the Social Security Pension Scheme known as 'Ekal Nari Pension" and not Rs. 3000/- as alleged by the respondent. That apart, this Scheme is Social Security Scheme at the instance of the Government, therefore, non-applicant/respondent cannot take any credit or advantage of such scheme.

25. As observed above, the respondent is drawing a pension of Rs.32,000/- per month and now that both the parties are more than 75 years of age, obviously, they would be suffering from various old age ailments for which adequate provisions have to be made in monetary terms. The judgment of the Hon'ble Supreme Court in **Kalyan Dey Chowdhury's** case supra can work as a guide for fixing the future maintenance and accordingly respondent can be directed to pay 1/4th of the pension amount i.e. Rs.8,000/- per month to the applicant.

26. Learned counsel for the respondent would argue that the amount is exorbitant. However, I find no merit in the same as this Court, for the time being, has not ordered to deduct payment of maintenance from the retiral benefits including gratuity, leave encashment and other benefits that have been received by the respondent.

27. Taking into consideration the peculiar facts and circumstances of the case, the present application is allowed and the respondent is directed to pay a further sum of Rs. 8000/- per month to the applicant. The concerned Treasury Officer is directed to henceforth deduct a sum of Rs.8000/- per month from the pension of the respondent and remit the same directly to the bank account of the applicant, details whereof shall be supplied by her to the concerned Treasury Officer within a period of four weeks from today and thereafter remaining amount of the pension be remitted to the respondent.

**(Tarlok Singh Chauhan)**  
**Judge**

**28.04.2021**  
(sanjeev)

High Court