

M.Cr.C.No.5884/2013
Ramu Singh Tomar & Ano. v. Smt. Bhuri Bai

15/02/2017

Shri Suresh Agrawal, Counsel for the applicants

Shri Rajesh Shukla, Counsel for the respondent.

With the consent of the parties, heard finally.

This petition under Section 482 of Cr.P.C. has been filed against the order dated 30-4-2013 passed by Vth Additional Sessions Judge, Bhind, in Cr.A. No. 268/2012 by which order dated 30-7-2012 passed by J.M.F.C., Bhind, in M.Cr.C. No. 10/2012 has been set-aside and the application filed by respondent under Section 12 of the Protection of Women from Domestic Violence Act has been allowed.

The facts necessary for the disposal of the present application in short are that an application under Section 12 of The Protection of Women From Domestic Violence Act, 2005 was filed by the respondent against the applicants and her father-in-law. Her case was that She is married to the applicant no. 2 and at the time of marriage, her father had given dowry as per his financial capacity. However, immediately after marriage, her-in-laws started harassing and treating her with cruelty for want of dowry. They started demanding Rs. 3000 per month to meet the expenses, as the husband of the respondent was not earning. For some time, her father gave Rs. 2000 per month but the demand

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of her-in-laws increased day by day and her mother-in-law and the husband used to beat her by fists and blows after locking her in a room. They started demanding Rs. 200000 for procuring service for applicant no.2 and when the respondent clarified that her father is not in a position to fulfill his demand, then he started saying that he would leave the respondent only when her younger sister is married to him. On 20-5-2010, the applicant no.2 under the influence of liquor badly assaulted the respondent and She was turned out of her matrimonial house. Therefore, an application under Section 12 of The Protection of Women From Domestic Violence Act, 2005 (in short 'The Act, 2005') was filed and apart from other reliefs, maintenance at the rate of Rs. 6000 per month was prayed.

The Magistrate, by order dated 30-7-2012 dismissed the application filed by the respondent.

Being aggrieved by order dated 30-7-2012, the respondent filed a Criminal Appeal. The Appellate Court by order dated 30-4-2013 set aside the order of the Magistrate and allowed the application filed under Section 12 of The Act, 2005. Apart from other reliefs, the Appellate Court directed for grant of Rs. 2,000 per month for the respondent and Rs. 1,000 per month each to both of her sons by way of monetary relief under Section 20 of The Act, 2005. A further lump sum of Rs.

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15,000 was also granted. Hence, this application :

The Counsel for the applicants has confined his arguments only with regard to the monetary relief which has been granted in favor of the respondent. It is submitted by the applicants that initially, the application under Section 12 of The Act, 2005 was filed against the applicants and Shri Nathu Singh (Father-in-law). However, Nathu Singh died during the pendency of the appeal and his name was not deleted therefore, the impugned order is bad as it has been passed against a dead person. It is further submitted by the Counsel for the applicants that the applicant no. 1 is the Elder Brother-in-Law (जेठ) of the respondent therefore, he is not liable to pay maintenance to her. It is the duty of the husband of the respondent to pay maintenance and therefore, the order of monthly maintenance is liable to be set aside against the applicant no.1.

Per contra, it is submitted by the Counsel for the respondent, that as Elder Brother-in-Law (जेठ) is also included in the definition of Respondent, therefore, he is also liable to pay monetary relief.

Heard the learned Counsel for the parties.

Before adverting to the contentions raised by the Counsel for the applicants, it would be apposite to refer to the definition of "**Respondent**" as provided under The Act, 2005 which reads as under :

"2(q) "**respondent**" means any adult male

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person who is, or has been, in a domestic relationship with the aggrieved person and again whom the aggrieved person has sought any relief under this Act.”

It is not out of place to mention here that the Supreme Court in the case of **Hiral P. Harsora v. Kusum Narottamdas Harsora, (2016) 10 SCC 165** has held as under :

“24. When we come to Section 20, it is clear that a Magistrate may direct the respondent to pay monetary relief to the aggrieved person, of various kinds, mentioned in the Section. If the respondent is only to be an “adult male person”, and the money payable has to be as a result of domestic violence, compensation due from a daughter-in-law to a mother-in-law for domestic violence inflicted would not be available, whereas in a converse case, the daughter-in-law, being a wife, would be covered by the proviso to Section 2(q) and would consequently be entitled to monetary relief against her husband and his female relatives, which includes the mother-in-law.

* * * * *

45. Interestingly the Protection from Domestic Violence Bill, 2002 was first introduced in the Lok Sabha in 2002. This Bill contained the definition of “aggrieved person”, “relative”, and “respondent” as follows:

“**2. Definitions.**—In this Act, unless the context otherwise requires—

(a) “**aggrieved person**” means any woman who is or has been a relative of the respondent and who alleges to have been subjected to act of domestic violence by the respondent;

* * * * *

(i) “**relative**” includes any person related

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by blood, marriage or adoption and living with the respondent;

(j) **“respondent”** means any person who is or has been a relative of the aggrieved person and against whom the aggrieved person has sought monetary relief or has made an application for protection order to the Magistrate or to the Protection Officer, as the case may be; and”

46. We were given to understand that the aforesaid Bill lapsed, after which the present Bill was introduced in the Lok Sabha on 22-8-2005, and was then passed by both Houses. It is interesting to note that the earlier 2002 Bill defined “respondent” as meaning “any person who is....” without the addition of the words “adult male”, being in consonance with the object sought to be achieved by the Bill, which was pari materia with the object sought to be achieved by the present Act. We also find that, in another Act which seeks to protect women in another sphere, namely, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, “respondent” is defined in Section 2(m) thereof as meaning a person against whom the aggrieved woman has made a complaint under Section 9. Here again it will be noticed that the prefix “adult male” is conspicuous by its absence. The 2002 Bill and the 2013 Act are in tune with the object sought to be achieved by statutes which are meant to protect women in various spheres of life. We have adverted to the aforesaid legislation only to show that Parliament itself has thought it reasonable to widen the scope of the expression “respondent” in the 2013 Act so as to be in tune with the object sought to be achieved by such legislations.

47. Having struck down a portion of Section 2(q) on the ground that it is violative of Article 14 of the Constitution of India, we do not think it is necessary to go into the case

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law cited by both sides on literal versus purposive construction, construction of penal statutes, and the correct construction of a proviso to a section. None of this becomes necessary in view of our finding above.

* * * * *

50. We, therefore, set aside the impugned judgment of the Bombay High Court and declare that the words "adult male" in Section 2(q) of the 2005 Act will stand deleted since these words do not square with Article 14 of the Constitution of India. Consequently, the proviso to Section 2(q), being rendered otiose, also stands deleted."

Thus, it is clear that now the definition of "respondent" is to be read in accordance with law laid down by Supreme Court in the case of **Hiral P. Harsora (Supra)**.

As the applicant no.1 is the Elder brother-in-law of the respondent therefore, undisputedly he is covered by the word "**respondent**" as defined under Section 2(q) of The Act, 2005.

By referring to Section 20 of The Act, 2005, it was submitted by the Counsel for the applicants that the direction for payment of monetary relief cannot be issued against any other "**respondent**" except the husband. It is submitted by the Counsel for the applicant that since, the duty to maintain wife is the personal obligation of the husband, therefore, any other person cannot be held liable. In support of his contention, he relied upon the

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provisions of Section 125 of Cr.P.C., Section 24 of Hindu Marriage Act and Section 18 of Hindu Adoptions and Maintenance Act.

In order to appreciate the submission made by the Counsel for the applicants, it would be necessary to refer Section 20 of The Act, 2005 which reads as under :

"20. Monetary reliefs.—(1) While disposing of an application under sub-section (1) of Section 12, the Magistrate may direct the respondent to pay monetary relief to meet the expenses incurred and losses suffered by the aggrieved person and any child of the aggrieved person as a result of the domestic violence and such relief may include, but not limited to,—

- (a) the loss of earnings;
- (b) the medical expenses;
- (c) the loss caused due to the destruction, damage or removal of any property from the control of the aggrieved person; and
- (d) the maintenance for the aggrieved person as well as her children, if any, including an order under or in addition to an order of maintenance under Section 125 of the Code of Criminal Procedure, 1973 (2 of 1974) or any other law for the time being in force.

(2) The monetary relief granted under this section shall be adequate, fair and reasonable and consistent with the standard of living to which the aggrieved person is accustomed.

(3) The Magistrate shall have the power to order an appropriate lump sum payment or monthly payments of maintenance, as the nature and circumstances of the case may require.

(4) The Magistrate shall send a copy of the order for monetary relief made under sub-

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section (1) to the parties to the application and to the in charge of the police station within the local limits of whose jurisdiction the respondent resides.

(5) The respondent shall pay the monetary relief granted to the aggrieved person within the period specified in the order under sub-section (1).

(6) Upon the failure on the part of the respondent to make payment in terms of the order under sub-section (1), the Magistrate may direct the employer or a debtor of the respondent, to directly pay to the aggrieved person or to deposit with the court a portion of the wages or salaries or debt due to or accrued to the credit of the respondent, which amount may be adjusted towards the monetary relief payable by the respondent.”

By referring to Section 20(1)(d) of The Act, 2005, the Counsel for the applicants submitted that as the monetary relief is not limited to the maintenance for the aggrieved person as well as her children, if any, including an order under or in addition to an order of maintenance under Section 125 of Cr.P.C. or any other law for the time being in force, therefore, Section 20(1)(d) of The Act, 2005 should be construed to mean that only the husband is liable to pay maintenance in the form of monetary relief and none else. It is further submitted that as under Section 125 of Cr.P.C., or under Section 24 of Hindu Marriage Act or under Section 18 of Hindu Adoptions and Maintenance Act, only the husband is under obligation to pay maintenance to his wife, therefore, except husband, no other person should

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be held liable to pay monetary relief in the form of maintenance. Thus, in other words, it is the contention of the Counsel for the applicants that for the purposes of monetary relief on monthly basis, the definition of word "**respondent**" should be made confined to "**Husband**" only and not to any other relative.

All though the submission made by the Counsel for the applicants appeared to be attractive but on deeper scrutiny of the provisions of law, the same is found to be misconceived and hence, rejected.

To find out that whether the duty of maintain wife is the personal obligation of the husband or not, it would be necessary to consider the various provisions of Law.

Section 125 of Cr.P.C. reads as under :

"125. Order for maintenance of wives, children and parents.— (1) If any person having sufficient means neglects or refuses to maintain—

(a) his wife, unable to maintain herself, or
(b) his legitimate or illegitimate minor child, whether married or not, unable to maintain itself, or

(c) his legitimate or illegitimate child (not being a married daughter) who has attained majority, where such child is, by reason of any physical or mental abnormality or injury unable to maintain itself, or

(d) his father or mother, unable to maintain himself or herself,

a Magistrate of the first class may, upon proof of such neglect or refusal, order such person to make a monthly allowance for the

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maintenance of his wife or such child, father or mother, at such monthly rate 1[* * *], as such Magistrate thinks fit, and to pay the same to such person as the Magistrate may from time to time direct:

Provided that the Magistrate may order the father of a minor female child referred to in clause (b) to make such allowance, until she attains her majority, if the Magistrate is satisfied that the husband of such minor female child, if married, is not possessed of sufficient means:

2[Provided further that the Magistrate may, during the pendency of the proceeding regarding monthly allowance for the maintenance under this sub-section, order such person to make a monthly allowance for the interim maintenance of his wife or such child, father or mother, and the expenses of such proceeding which the Magistrate considers reasonable, and to pay the same to such person as the Magistrate may from time to time direct:

Provided also that an application for the monthly allowance for the interim maintenance and expenses for proceeding under the second proviso shall, as far as possible, be disposed of within sixty days from the date of the service of notice of the application such person.]

Explanation.—For the purposes of this Chapter,—

(a) "minor" means a person who, under the provisions of the Indian Majority Act, 1875 (9 of 1875), is deemed not to have attained his majority;

(b) "wife" includes a woman who has been divorced by, or has obtained a divorce from, her husband and has not remarried.

3[(2) Any such allowance for the maintenance or interim maintenance and expenses for proceeding shall be payable from the date of the order, or, of so ordered, from the date of the application for

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maintenance or interim maintenance and expenses of proceeding, as the case may be.]

(3) If any person so ordered fails without sufficient cause to comply with the order, any such Magistrate may, for every breach of the order, issue a warrant for levying the amount due in the manner provided for levying fines, and may sentence such person, for the whole or any part of each month's allowance 4[for the maintenance or the interim maintenance and expenses of proceeding, as the case may be,] remaining unpaid after the execution of the warrant, to imprisonment for a term which may extend to one month or until payment if sooner made:

Provided that no warrant shall be issued for the recovery of any amount due under this section unless application be made to the Court to levy such amount within a period of one year from the date on which it became due:

Provided further that if such person offers to maintain his wife on condition of her living with him, and she refuses to live with him, such Magistrate may consider any grounds of refusal stated by her, and may make an order under this section notwithstanding such offer, if he is satisfied that there is just ground for so doing.

Explanation.—If a husband has contracted marriage with another woman or keeps a mistress, it shall be considered to be just ground for his wife's refusal to live with him.

(4) No wife shall be entitled to receive an allowance 5[for the maintenance or the interim maintenance and expenses of proceeding, as the case may be,] from her husband under this section if she is living in adultery, or if, without any sufficient reason, she refuses to live with her husband, or if they are living separately by mutual consent.

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(5) On proof that any wife in whose favour an order has been made under this section is living in adultery, or that without sufficient reason she refuses to live with her husband, or that they are living separately by mutual consent, the Magistrate shall cancel the order."

Section 24 of Hindu Marriage Act reads as under :

"24. Maintenance pendente lite and expenses of proceedings.— Where in any proceedings under this Act it appears to the court that either the wife or the husband, as the case may be, has no independent income sufficient for her or his support and the necessary expenses of the proceeding, it may, on the application of the wife or the husband, order the respondent to pay to the petitioner the expenses of the proceeding, and monthly during the proceeding such sum as, having regard to the petitioner's own income and the income of the respondent, it may seem to the court to be reasonable:

Provided that the application for the payment of the expenses of the proceeding and such monthly sum during the proceeding shall, as far as possible, be disposed of within sixty days from the date of service of notice on the wife or the husband, as the case may be."

Section 18 of Hindu Adoptions and Maintenance Act reads as under :

"18. Maintenance of wife.—(1) Subject to the provisions of this section, a Hindu wife, whether married before or after the commencement of this Act, shall be entitled to be maintained by her husband during her lifetime.

(2) A Hindu wife shall be entitled to live separately from her husband without

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forfeiting her claim to maintenance,—

(a) if he is guilty of desertion, that is to say, of abandoning her without reasonable cause and without her consent or against her wish, or of wilfully neglecting her;

(b) if he has treated her with such cruelty as to cause a reasonable apprehension in her mind that it will be harmful or injurious to live with her husband;

(c) if he is suffering from a virulent form of leprosy;

(d) if he has any other wife living;

(e) if he keeps a concubine in the same house in which his wife is living or habitually resides with a concubine elsewhere;

(f) if he has ceased to be a Hindu by conversion to another religion;

(g) if there is any other cause justifying her living separately.

(3) A Hindu wife shall not be entitled to separate residence and maintenance from her husband if she is unchaste or ceases to be a Hindu by conversion to another religion."

Thus, it is clear that in all the above mentioned Statutes, only the "Husband" has been made liable to maintain his wife. Thus, it can be said that the duty to maintain wife is the personal obligation of "Husband". However, it is also clear that the word "Husband" has not been used in The Act, 2005 and in fact the word "respondent" has been used. Therefore, in absence of use of word "Husband" it would not be possible to restrict the meaning of "respondent" as "Husband" for the purposes of making payment of maintenance.

It is a well established principle of law that an expression used in a Statute must have the same

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meaning as is assigned to it. The Supreme Court in the case of **P. Kasilingam v. P.S.G. College of Technology, 1995 Supp (2) SCC 348** has held as under :

"A particular expression is often defined by the Legislature by using the word 'means' or the word 'includes'. Sometimes the words 'means and includes' are used. The use of the word 'means' indicates that "definition is a hard-and-fast definition, and no other meaning can be assigned to the expression than is put down in definition". (See : Gough v. Gough; Punjab Land Development and Reclamation Corpn. Ltd. v. Presiding Officer, Labour Court.) The word 'includes' when used, enlarges the meaning of the expression defined so as to comprehend not only such things as they signify according to their natural import but also those things which the clause declares that they shall include. The words "means and includes", on the other hand, indicate "an exhaustive explanation of the meaning which, for the purposes of the Act, must invariably be attached to these words or expressions". (See : Dilworth v. Commissioner of Stamps (Lord Watson); Mahalakshmi Oil Mills v. State of A.P."

In case of **K.V. Muthu v. Angamuthu Ammal, (1997) 2 SCC 53**, the Supreme Court has held as under :

"10. Apparently, it appears that the definition is conclusive as the word "means" has been used to specify the members, namely, spouse, son, daughter, grandchild or dependant parent, who would constitute the family. Section 2 of the Act in which various terms have been defined, opens with the words "in this Act, unless the context otherwise requires" which indicates

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that the definitions, as for example, that of "family", which are indicated to be conclusive may not be treated to be conclusive if it was otherwise required by the context. This implies that a definition, like any other word in a statute, has to be read in the light of the context and scheme of the Act as also the object for which the Act was made by the legislature.

11. While interpreting a definition, it has to be borne in mind that the interpretation placed on it should not only be not repugnant to the context, it should also be such as would aid the achievement of the purpose which is sought to be served by the Act. A construction which would defeat or was likely to defeat the purpose of the Act has to be ignored and not accepted.

12. Where the definition or expression, as in the instant case, is preceded by the words "unless the context otherwise requires", the said definition set out in the section is to be applied and given effect to but this rule, which is the normal rule may be departed from if there be something in the context to show that the definition could not be applied.

13. This Court in K. Balakrishna Rao v. Haji Abdulla Sait² while considering the definition clause of this Act which is under our consideration, held: (SCC p. 337, para 24)

"A definition clause does not necessarily in any statute apply in all possible contexts in which the word which is defined may be found therein. The opening clause of Section 2 of the principal Act itself suggests that any expression defined in that section should be given the meaning assigned to it therein unless the context otherwise requires."

Section 2 of The Act, 2005 starts with the words "In this Act, unless the context otherwise

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requires”, therefore, it means that the expression defined in Section 2(q) should be given the meaning assigned to it therein unless the context otherwise requires.

Now if the provision of Section 20(1)(d) of The Act, 2005 is read, then it would mean, that the intention of the Legislature was not to make the provision of Monetary Relief, limited to the maintenance for the aggrieved person as well as her children, if any, including an order under or in addition to an order of maintenance under Section 125 of Cr.P.C. or any other law for the time being in force.

Therefore, it would be necessary to refer to the Statement of Objects and Reasons of The Protection of Women From Domestic Violence Act, 2005. The statement of Objects and Reasons read as under :

STATEMENT OF OBJECTS AND REASONS

“1. Domestic violence is undoubtedly a human rights issue and serious deterrent to development. The Vienna Accord of 1994 and the Beijing Declaration and the Platform for Action (1995) have acknowledged this. The United Nations Committee on Convention on Elimination of All Forms of Discrimination against Women (CEDAW) in its General Recommendation No. XII (1989) has recommended that State parties should act to protect women against violence of any kind especially that occurring within the family.

2. The phenomenon of domestic violence is widely prevalent but has remained largely

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invisible in the public domain. Presently, where a woman is subjected to cruelty by her husband or his relatives, it is an offence under Section 498-A of the Indian Penal Code. The civil law does not however address this phenomenon in its entirety.

3. It is, therefore, proposed to enact a law keeping in view the rights guaranteed under Articles 14, 15 and 21 of the Constitution to provide for a remedy under the civil law which is intended to protect the women from being victims of domestic violence and to prevent the occurrence of domestic violence in the society.

4. The Bill, inter alia, seeks to provide for the following—

(i) It covers those women who are or have been in a relationship with the abuser where both parties have lived together in a shared household and are related by consanguinity, marriage or through a relationship in the nature of marriage or adoption. In addition, relationships with family members living together as a joint family are also included. Even those women who are sisters, widows, mothers, single women, or living with the abuser are entitled to legal protection under the proposed legislation. However, whereas the Bill enables the wife or the female living in a relationship in the nature of marriage to file a complaint under the proposed enactment against any relative of the husband or the male partner, it does not enable any female relative of the husband or the male partner to file a complaint against the wife or the female partner.

(ii) It defines the expression "domestic violence" to include actual abuse or threat or abuse that is physical, sexual, verbal, emotional or economic. Harassment by way of unlawful dowry demands to the woman or her relatives would also be covered under this definition.

(iii) It provides for the rights of women to

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secure housing. It also provides for the right of a woman to reside in her matrimonial home or shared household, whether or not she has any title or rights in such home or household. This right is secured by a residence order, which is passed by the Magistrate.

(iv) It empowers the Magistrate to pass protection orders in favour of the aggrieved person to prevent the respondent from aiding or committing an act of domestic violence or any other specified act, entering a workplace or any other place frequented by the aggrieved person, attempting to communicate with her, isolating any assets used by both the parties and causing violence to the aggrieved person, her relatives or others who provide her assistance from the domestic violence.

(v) It provides for appointment of Protection Officers and registration of non-governmental organisations as service providers for providing assistance to the aggrieved person with respect to her medical examination, obtaining legal aid, safe shelter, etc.

5. The Bill seeks to achieve the above objects. The notes on clauses explain the various provisions contained in the Bill."

Thus, the basic object and reason is to provide various remedies in favor of women who suffer from domestic violence.

Monetary Relief has been defined under Section 2(k) of The Act, 2005 which reads as under :

"12(k) **"monetary relief"** means the compensation which the Magistrate may order the respondent to pay the aggrieved person, at any stage during the hearing of an application seeking any relief under this Act, to meet the expenses incurred and the

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losses suffered by the aggrieved person as a result of the domestic violence.”

In order to appreciate the submission made by the Counsel for the applicants, it would be necessary to find out that whether the monetary relief on monthly basis can be termed as maintenance in its strict sense, as provided under Section 125 of Cr.P.C. or under Hindu Adoptions and Maintenance Act or any other law in force or Monetary relief is other than the maintenance. It is true that in view of the specific provisions of law as provided under different statutes, the duty to maintain wife is on the husband and it is a personal obligation. However, in The Act, 2005, the words **“Wife”**, **“Husband”**, have not been used. In the Act, 2005, the words **“Aggrieved Person”**, **“Domestic relationship”**, and **“respondent”** have been issued.

Section 2(a) defines **“aggrieved person”** which reads as under :

“(a) **“aggrieved person”** means any woman who is, or has been, in a domestic relationship with the respondent and who alleges to have been subjected to any act of domestic violence by the respondent.”

Section 2(f) defines **“domestic relationship”** which reads as under :

“(f) **“domestic relationship”** means a relationship between two persons who live or have, at any point of time, lived together in a shared household, when they are related by consanguinity, marriage or

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through a relationship in the nature of marriage, adoption or are family members living together as a joint family;”

Section 2(q) defines “**respondent**”.

Thus, it is clear that The Act, 2005 nowhere deals with the relationship of Husband and Wife but it deals with “Aggrieved person”, “Domestic Relationship” and “respondent”. Section 20(1)(d) of The Act, 2005 provides that the monetary relief would be other than the maintenance as awarded under Section 125 of Cr.P.C. or under any other law for the time being in force. Thus, in fact the provisions of Section 125 of Cr.P.C. or provisions of any other law for the time being in force have been excluded expressly. Since, the word “Husband” has not been used, and the word “respondent” has been used, therefore, all the persons who are covered by the definition of “respondent” would be liable to maintain monetary relief, including the maintenance.

The Supreme Court in the case of **Juveria Abdul Majid Patni Vs. Atilf Iqbal Mansoori (2014) 10 SCC 736**, has held as under :

“The monetary relief as stipulated under Section 20 is different from maintenance, which can be in addition to an order of maintenance under Section 125 CrPC or any other law. Such monetary relief can be granted to meet the expenses incurred and losses suffered by the aggrieved person and child of the aggrieved person as a result of

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the domestic violence, which is not dependent on the question whether the aggrieved person, on the date of filing of the application under Section 12 is in a domestic relationship with the respondent.”

Thus, it is clear that monetary relief is different from maintenance, therefore, it cannot be said that in view of Section 20(1)(d) of The Act, 2005 merely because it has been mentioned that the monetary relief would not be limited to maintenance under Section 125 of Cr.P.C. or any other law for the time being in force, therefore, the monetary relief on monthly basis should be treated as personal obligation of husband. In fact monetary relief is awarded to an aggrieved person to meet expenses incurred and losses suffered by her as a result of the domestic violence. Therefore, the use of word **“respondent”** in Section 20 cannot be given restricted meaning for the purposes of grant of monetary relief on monthly basis. The submission made by the Counsel for the applicants cannot be accepted that as the context otherwise provides, therefore, a restricted meaning should be given to the word “respondent” and the word “respondent” should be restricted to “Husband” only. As the word “respondent” has been used in Section 20 of The Act, 2005, therefore, it contains the same meaning which is given in Section 2(q) of The Act, 2005 and thus, the applicant no.1 is also liable to pay monthly monetary relief, as granted by the Appellate Court.

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So far as the next contention of the Counsel for the applicants that since, Nathu Singh had died during the pendency of the appeal and since, his name was not deleted therefore, the entire order is vitiated as the same has also been passed against a dead person, cannot be accepted. It is true that Nathu Singh had expired during the pendency of the appeal, but merely because his name was not deleted would not vitiate the entire order and at the most it can be said that the said order will not be operative against the dead person.

It is next contended by the Counsel for the applicants that the Appellate Court has directed for monthly monetary relief as well as by way of Lump sum monetary relief, but in view of Section 20(3) of the Act, 2005, monetary relief can be granted either in lump sum or in monthly payment of maintenance therefore, the order passed by the Appellate Court is liable to be set aside.

It is clear that monetary relief is not restricted to maintenance only. In fact it is the monetary relief to meet the expenses and losses suffered. However, as the monetary relief can be granted towards loss of earnings, medical expenses, for expenses incurred and losses suffered by the aggrieved person, therefore, it cannot be said that the lump sum amount of Rs. 15,000 so awarded by the Appellate Court was only by way of Maintenance Amount. Thus, the contention of the Counsel for

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the applicants cannot be accepted that the maintenance amount has been awarded in lump sum as well as in monthly installments also. In fact, it is the maintenance which has been awarded in monthly installments.

Hence, the order passed by the Appellate Court is affirmed and this application under Section 482 of Cr.P.C. fails and is hereby **dismissed**.

(G.S.Ahluwalia)
Judge