

Shri Uttam
Singh
v.
The District Food
and Supplies
Controller,
Amritsar
Bhandari, C.J.

depot by false pretences or that he had contravened any of the provisions of the Order of 1955 or that he had failed to comply with any instruction issued by competent authority. It seems to me, therefore, that he had a clear legal right to continue to hold the depot without let or hindrance. A corresponding legal duty devolved on the State to refrain from cancelling his coal depot. The State Government has failed to perform the duty which has been imposed on it by law and it seems to me, therefore, that the petitioner has a right to the enforcement of the said duty by the issue of a writ of mandamus.

For these reasons I would allow the appeal, set aside the order of the learned Single Judge and require the State Government to pass an order in conformity with the provisions of law. As this appeal is being allowed on the ground that the order of the State Government was in excess of the jurisdiction conferred upon it by law and as the question of jurisdiction was not raised before the learned Single Judge, I would leave the parties to bear their own costs.

GROVER, J.—I agree.

B.R.T.

REVISION CRIMINAL.

Before Capoor, J.

SHRIMATI GURDIAL KAUR,—Petitioner.

versus

JANG SINGH,—Respondent.

Criminal Revision No. 1318 of 1956.

1957
Oct. 23rd

Code of Criminal Procedure (V of 1898)—Section 488—Application for maintenance—Compromise between the parties—Whether such compromise ipso facto ousts jurisdiction of Magistrate to take action under the section—“Mutual Consent”—Meaning of—Husband having a second wife—First wife choosing to live separately—Whether such separate living the result of mutual consent.

Held, that a compromise arrived at between the parties in proceedings under section 488 of the Code of Criminal Procedure does not ipso facto oust the jurisdiction of the Magistrate to make an order under that section. Merely because the parties have arrived at a compromise during the pendency of the maintenance proceedings in the Magistrate's Court, it cannot be held that there is no refusal or neglect on the part of the husband to maintain his wife and in fact the compromise itself may provide evidence as to the neglect of the husband to maintain his wife. The compromise could not, however, be enforced by the Magistrate if it contained conditions which could not be embodied in an order under section 488 of the Code of Criminal Procedure or if it amounted to an agreement between the parties to live separately by mutual consent.

Held also, that whether a particular compromise amounts to an agreement to live separately by mutual consent or not is a question of fact in each case. If a husband has contracted marriage with another wife or keeps a mistress, it is a just ground for his first wife's refusal to live with him. If the wife who is seeking maintenance chooses to live apart, such separate living would not be deemed to be the result of mutual consent. The words "mutual consent" as used in subsection (4) of section 488 of the Code of Criminal Procedure, mean a consent on the part of husband and wife to live apart, no matter what the circumstances may be.

Mst. Rahim Bibi v. Khair Din (1), *Budh Ram v. Khan Devi* (2), *Pal Singh v. Mst. Nihal Kaur* (3), *In re: Tara-lakshmi Manuprasad* (4), *Ram Saran Das v. Mst. Ram Piari* (5), referred to.

Case reported under section 438 of Criminal Procedure Code, by Shri Ranjit Singh Sarkaria, Sessions Judge, Sangrur, dated the 26th October, 1956, for revision of the order of Shri Kahan Chand, Magistrate, 1st Class, Sangrur, dated the 6th July, 1956, dismissing the application of Smt. Gurdial Kaur for maintenance for herself and her daughter Jagmal Kaur, aged 15 years.

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- (1) 42 P.R. 1888
 - (2) A.I.R. 1926 Lah. 469
 - (3) A.I.R. 1932 Lah. 349(2)
 - (4) A.I.R. 1938 Bom. 499
 - (5) A.I.R. 1937 All. 115

Proceedings under section 488, Criminal Procedure Code.

The facts of the case are as follows:—

1. *This is a revision-petition by Shrimati Gurdial Kaur directed against the order, dated 6th July, 1956, of the Magistrate, 1st Class (A), Sangrur, dismissing her application under section 488, Cr. P. C., for maintenance against her husband, Jang Singh. It arises out of the following facts:—*

2. *On 27-4-2006 Bk., Gurdial Kaur made an application under section 488, Cr. P. C. for maintenance against her husband, Jang Singh in the Court of Magistrate, 1st Class, Sangrur.*

3. *During the pendency of the application, on 14-8-2006, a compromise was arrived at between the parties, according to which the non-applicant agreed to pay a cash allowance of Rs. 5 per mensem and five maunds of wheat, three maunts of gram on Nimani and four maunds of maize on Lohri every year to the petitioner. It was further stipulated that in case of default, the husband would be liable to pay Rs. 180 per annum, consisting of Rs. 60 cash allowance and Rs. 120 as the price of the promised grain to the petitioner. The Magistrate, however, passed an order in terms of this compromise.*

4. *Since the husband did not carry out the compromise agreement, Gurdial Kaur made an application for execution of the order, to the Magistrate. It was, however, dismissed on 27th June, 1955, on the ground that the order not being an order under section 488 Cr. P. C., for payment of a cash monthly allowance, was unenforceable.*

5. *On 23rd July, 1955, Gurdial Kaur made a fresh application under section 488, Cr. P. C., claiming maintenance allowance for herself and for her daughter to the Magistrate.*

6. *This application was resisted by the husband mainly on two grounds: (1) that the compromise (Ex. P.A.), dated 14-8-2006, arrived at between the parties in the previous proceedings showed that there was no refusal or neglect on*

the part of the husband to maintain the wife and consequently that compromise ousted the jurisdiction of the Magistrate to entertain and decide this second application under section 488, Cr. P. C., (2) that the compromise amounted to "living separately by mutual consent", and, as such, this application was barred under section 488(4), Cr. P. C.

7. The learned Magistrate upheld the first objection and dismissed the application without giving any finding on the second objection.

8. It has been vehemently contended before me by Shri Satya Pal Goyal, the learned counsel for the petitioner, that neither of the two objections raised by the husband was tenable, with the result, that the learned Magistrate wrongly refused to exercise jurisdiction vested in him. Let me take up the first objection on which the judgment of the lower court is based.

9. The Magistrate appears to have relied on the authorities reported as A.I.R. 1932 Lahore 349; 42 P.R. 1888; A.I.R. 1926 Lahore 469 and A.I.R. 1953 Madras 549, and expounded the hypothesis that once a husband and a wife enter into a compromise, whereby the husband agrees to maintain the wife, the jurisdiction of the Magistrate to make an order under section 488, Cr. P. C., is ousted as it can no longer be said that the husband was refusing or neglecting to maintain the wife.

10. In my opinion this appears to be entirely a wrong view of the matter. The rule in A.I.R. 1926 Lahore 469 was dissented from in A.I.R. 1932 Lahore 349.

11. A careful study of the case reported in A.I.R. 1932 Lahore 349 would show that this authority does not support the contention that the mere existence of a compromise would defeat an application under section 488, Cr. P. C. On page 351, Mr. Justice Addison observed as follows:—

"This being the law, there can be no objection to the parties compromising before a Magistrate by agreeing between themselves as to what is the proper rate of maintenance. This agreement may

itself be sufficient proof that the husband has been neglecting or refusing to maintain his wife or there may be evidence of that fact or an express admission by the husband to the same effect."

There is a bead-roll of authorities that have firmly established the rule that the mere entering into a compromise by the parties does not mean that section 488, Cr. P. C., is no longer applicable; nor does it mean that it can no longer be said that the husband had neglected or refused to maintain his wife, nor that the maintenance could not be enforced by the wife. Indeed this is the ratio decidendi of A.I.R. 1931 Lahore 574, which is also a dictum of Mr. Justice Addison.

12. *Again, a Division Bench of the Saurashtra High Court in A.I.R. 1953 Saurashtra 2 laid down that it is open to the parties in proceedings under section 488, Cr. P. C., to arrive at a compromise as to the amount of the maintenance and request the Magistrate to pass an order in terms thereof. Such an order is not illegal by reason of being passed upon a compromise.*

13. *The matter also came up for consideration before the Allahabad High Court in A.I.R. 1950 Allahabad 454. Mr. Justice Aggrawala dis-agreed with the rule in 42 P. R. 1888 and A.I.R. 1930 Lahore 524, that where the parties have arrived at a compromise in the proceedings under section 488, Cr. P. C., the Civil Court was the proper forum to enforce the compromise and the same could not be enforced by the Criminal Court, because of such a compromise it can no longer be said that the husband neglects or refuses to maintain his wife. On page 455, Para 7, His Lordship observed:—*

"When a husband refuses or neglects to maintain his wife, the latter makes an application under section 488, Cr. P. C. If, on the date of the application her allegations in the application were true, they do not become untrue merely because during the pendency of those proceedings the parties come to terms as to the amount of the maintenance that should be allowed to the wife. The compromise arrived at, in these circumstances, merely denotes that the parties agreed

as to the amount that should be paid. It does not imply that the husband had not neglected or refused to maintain his wife when the petition was made. The jurisdiction of the court to entertain the petition has to be seen according to the circumstances as they existed on the date of the application."

14. In A.I.R. 1952 Himachal Pradesh 55, it was held that the basis for proceedings under section 488, Cr. P. C., is that the husband has refused or neglected to maintain the wife. Whether the compromise has any such effect of negating the charge of neglect or refusal will depend upon the terms of the compromise and the other circumstances of the case. The learned counsel for the petitioner has also referred to A.I.R. 1949 Nagpur 337; A.I.R. 1932 Calcutta 698 and A.I.R. 1938 Bombay 499.

15. In all the above cases, it has been held that mere existence of a compromise does not oust the jurisdiction of the Magistrate to make an order under section 488, Cr. P.C. Thus, the decision of the learned Magistrate, on this point, is clearly wrong. He was bound to make an inquiry into the matter as to whether the husband had refused or neglected to maintain the wife notwithstanding the fact that there had been a compromise between the parties in the previous proceedings according to which maintenance was fixed partly in cash and partly in kind. The petitioner had to make applications repeatedly for maintenance. No attempt has been made to show that the husband has been maintaining the wife even in accordance with the terms of the compromise. The refusal or neglect to maintain the petitioner by her husband had been manifestly established. This gave jurisdiction to the Magistrate to entertain and decide the application, under section 488 Cr. P. C. on merits.

16. The more crucial and subtle point of contention between the parties is as to whether the compromise in dispute coupled with the statement, dated 17th September, 1955, of the petitioner, amounts to "living separately by mutual consent" within the meaning of subsection (4) of section 488, Cr. P. C. The said subsection (4) reads as follows:—

"No wife shall be entitled to receive an allowance from her husband under this section if...they are living separately by mutual consent."

17. Again, on this point also, the main stay of the respondent is the authority reported in A.I.R. 1932 Lahore 349. It would be worthwhile to reproduce here the material portion of the compromise deed, Ex. P.As.—

“The parties have by mutual consent arrived at this compromise:

“The respondent shall pay Rs. 5 per mensem to the petitioner. In addition, he shall give five maunds of wheat, three maunds of gram, four maunds of maize to the petitioner in Hari and Sawani every year. The wheat and the gram shall be given on Nimani and the maize of Sawani crop on Lohri every year. The first of these instalments shall commence from Sawani, 2006. In case of default, the petitioner shall be entitled to recover, through execution, Rs. 180 per annum consisting of the cash allowance of Rs. 60 at the rate of Rs. 5 per mensem and Rs. 120 being the value of the promised grain in terms of money. A decree be passed in terms of the compromise, dated 14-8-2006.

P. S.—The petitioner shall reside in her home. She shall be entitled to visit her relations, but not anybody else.”

In her statement, Gurdial Kaur, petitioner (vide para 14 of the file of the lower court), stated:—

“I am living separately for the last 10 or 11 years. I am not on speaking terms with the non-applicant. Jang Singh has allocated a separate house (apartment) to me for residence, which adjoins the house of the non-applicant.”

In my opinion, both these statements, neither individually nor collectively lead to the inference that the husband and the wife were living separately by mutual consent. The words “Saila apne ghar rahegi” (the petitioner shall live in her home) clearly show that, in terms of the compromise agreement, she was to live in her husband’s house with him. In his deposition, the husband (Jang Singh) has admitted that this residence of the petitioner was to be in an

apartment of his own house. In other words, according to this compromise, the husband and the wife did not exclude each other from their conjugal rights.

18. Counsel for the respondent contended that the version of Gurdial Kaur to the effect that she was not on speaking terms with Jang Singh, was tantamount to an admission by her that she had been excluded, on account of the said compromise, from the matrimonial home. It would be dangerous to spell out a whole history from this stray version of Gurdial Kaur. This is to be interpreted in the light of the concomitant circumstances of the case. This statement was made against the background of two or three years preceding litigation between the parties. It only meant that she was not on speaking terms with her husband at the time of making that statement. This being the true construction of her statement, it could have no material bearing on the question whether the compromise amounted to an agreement to live separately by mutual consent.

19. There is authority in support of the proposition that the mere fact that according to the compromise agreement, the wife was to live in a separate apartment of the house belonging to her husband, would not amount to an agreement to live separately by mutual consent, unless there was clear and positive evidence to show that the intention of the parties was to put an end to their conjugal relations and exclude each other from the matrimonial home. Thus in Criminal Revision Petition No. 81 of 1953, decided on 19th February, 1954, 'Kidar Nath v. Dhanno Devi', where a suit for maintenance was compromised by the wife, agreeing to receive in future for maintenance and residence Rs. 25 a month and to be bound by the terms of contract and not to claim anything more, it was held by Mr. Justice Kapur of the Punjab High Court, that:—

"In the absence of anything in the agreement to indicate that the wife was excluded or that she had agreed to be excluded from the matrimonial home, the agreement was only an agreement under which the wife agreed to receive Rs. 25 for maintenance and not a mutual agreement of separation from each other. Subsection (4) of section 488, therefore, did not bar the wife's application under this section."

20. *I respectfully follow the rule laid down in the said case by the Punjab High Court.*

21. *When applied to the facts of the present case it is clear that the compromise agreement specifically provided that the wife was bound to live in her house which meant nothing else but her husband's house, though in a separate apartment. She was not excluded from the matrimonial home. The spouses had easy access to each other.*

22. *With regard to the ruling reported in A.I.R. 1932 Lahore 349, the petitioner contended, firstly, that the facts of the said case were distinguishable inasmuch as in that case the compromise provided specifically that the wife would live in a separate house in the village, whereas under the compromise in question, the petitioner was to live in the house of the respondent though in a separate apartment.*

23. *Secondly, the petitioner contended that the view taken in Pal Singh v. Mst. Nihal Kaur (1), was not sound. It was argued that the simple fact that the parties decided to live separately after providing for maintenance, did not amount to "living separately by mutual consent". It was urged by the learned counsel that the separate living contemplated by subsection (4) of section 488 must be without any strings and without any reference to maintenance allowance to the wife. If it be otherwise, every compromise which allows maintenance in cash to the wife, would amount to "living separately by mutual consent" as separate living as implied and presupposed in such a case. But such a compromise is enforceable according to this ruling. In the result, it was maintained that these two propositions were irreconcilable and the ruling was a contradiction in terms.*

24. *It appears to me that the first contention of the learned counsel for the petitioner must prevail. On facts, there is a distinction between the case reported in A.I.R. 1932 Lahore 349 and the one before me. One clear term of the compromise in the case before me, was, that the wife would live in the house of the husband (though in a separate apartment) and would not visit anybody else excepting her parents and relations; while in the Lahore case the wife*

(1) A.I.R. 1932 Lah. 349

was to live separately and had thus been excluded from the matrimonial home.

25. The second contention of the learned counsel, though ingenious and specious, does not appear to be sound on a close examination. It would be an improper stretching of the language of subsection (4) of section 488 to hold that "living separately" means "living separately without any maintenance from the husband". Under the law, alimony be granted even to a separated wife. Conceivably, there could be an agreement between the husband and the wife, to live separately excluding each other from the matrimonial home, and, at the same time, providing a maintenance allowance for the separated wife.

26. The learned counsel for the petitioner next contended that the compromise of separate living would not amount to living separately by mutual consent, if the woman refused to live with her husband on some specific ground such as cruelty or the fact that he was keeping another woman. In support of his contention, the learned counsel has referred to A.I.R. 1937 Allahabad 115 and A.I.R. 1941 Sind. 214. There appears to be force in this contention.

27. In the present case, the petitioner stated that the respondent had also another woman in his house as his wife before the compromise in question. It is also in evidence that the petitioner and the other wife of Jang Singh could not pull on with each other and live harmoniously in the same house. In 'Ram Saran Dass v. Ram Piari' A.I.R. 1937 Allahabad 115, Mr. Justice Allsop held that the mutual consent as used in subsection (4) of section 488, Cr. P. C., means a consent on the part of the husband and wife to live apart, no matter what the circumstances may be. Where the wife refuses to live with her husband on some specific ground such as cruelty or the fact that he is keeping another woman, it cannot be said that the husband and wife are living apart by mutual consent if the husband does not insist that the wife should live with him. With great respect, it is submitted, that this is quite a rational interpretation of the provisions of section 488(4), Cr. P. C.

28. In the case before me, the non-applicant has two wives. Proviso (2) to subsection (3) of section 488, makes it clear that if the husband has another wife or keeps a mistress it shall be considered to be a just ground for the wife's refusal to live with him.

29. *On another score also, I think, the order of the learned Magistrate does not deserve to be sustained. In this application, maintenance has been claimed even for the minor daughter living with the petitioner. The daughter was not a party to the previous proceedings or the compromise. The Magistrate has not considered the claim of the daughter for maintenance at all. Even the dismissal of the mother's application was not a ground to disallow maintenance to the daughter. If any authority is needed, reference may be made to A.I.R. 1954 Travancore-Cochin 225.*

30. *Thus, from whatever angle the matter may be looked at, the order of the learned Magistrate dismissing the application of Gurdial Kaur and her daughter for maintenance cannot be sustained. The Magistrate failed to exercise jurisdiction vested in him and to decide the application on merits. This has resulted in grave miscarriage of justice.*

31. *I would, therefore, in exercise of my powers under section 438, Cr. P.C., submit this case to the High Court of Judicature at Chandigarh with the recommendation that the order of the learned Magistrate dismissing the application of Gurdial Kaur, be set aside and the case remitted to him for decision on merits. The parties have been directed to appear in the High Court on 17th November, 1956. The records be forwarded forthwith to the High Court.*

DARA SINGH, for Petitioner.

JAI KISHAN, for Respondent.

ORDER OF THE HIGH COURT

CAPOOR, J.—The learned Sessions Judge, Sangrur, has made a report under section 438 of the Code of Criminal Procedure in respect of an order of the Magistrate of the First Class (A), Sangrur, dated 6th of July, 1957, dismissing Smt. Gurdial Kaur's application under section 488 of the Code of Criminal Procedure for maintenance of herself and her daughter Jagma

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Kaur, aged 15 years, against her husband Jang Singh, hereinafter to be referred as the respondent.

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Gurdial Kaur originally made an application for maintenance on 27—4—2006 Bk., during the pendency of which there was a compromise between the parties the terms of which are reproduced in paragraph 17 of the learned Sessions Judge's report. An order was passed in terms of the compromise and Gurdial Kaur took out execution but her application was dismissed on the 27th of June, 1955, on the ground that the maintenance order being not merely for payment of a cash monthly allowance was unenforceable under section 488 of the Code of Criminal Procedure. Accordingly on the 23rd of July, 1955, she made a fresh application under section 488 of the Code of Criminal Procedure for the maintenance of herself and her daughter. A preliminary objection was taken by the respondent in his written statement to the effect that in view of the previous compromise arrived at between the parties the petitioner's only remedy was to go to the Civil Court for the enforcement of the compromise and an application under section 488 of the Code of Criminal Procedure did not lie. Various allegations were made on merits including that the petitioner was leading an immoral life and that in fact she had deserted the respondent and taken away Jagmal Kaur, the daughter of the parties, from the respondent's custody. It was also asserted that on account of the petitioner leading an immoral life the respondent has stopped giving maintenance. The learned Magistrate upheld the preliminary objection mentioned above. It appears that in addition to that objection there was another legal objection to the

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effect that the compromise amounted to the parties "living separately by mutual consent" and, as such, the application was barred under subsection (4) of section 488 of the Code of Criminal Procedure. The learned Sessions Judge has found both these objections to be devoid of force, and has further pointed out that inasmuch as the present application claimed maintenance even for the minor daughter living with the petitioner and the daughter was not a party to the previous proceedings or the compromise, the Magistrate's order dismissing the petition *in toto* was from that point of view also bad. Recommendation has, therefore, been made that that order be set aside and the case remitted to the trial Magistrate for decision on merits.

On the first question whether a compromise arrived at between the parties in proceedings under section 488 of the Code of Criminal Procedure *ipso facto* ousts jurisdiction of the Magistrate to make an order under that section, the learned counsel for the respondent has relied on the authorities mentioned in paragraph 9 of the learned Sessions Judge's report—*Mussammatt Rabim Bibi v. Khair Din* (1), *Budhu Ram v. Khem Devi* (2), and *Pal Singh v. Mst. Nihal Kaur* (3). In the latter case, which was a judgment of the Division Bench, the other two cases have been discussed, and it has been held that merely because the parties have arrived at a compromise during the pendency of the maintenance proceedings in the Magistrate's Court, it cannot be held that there is no refusal or neglect on the part of the husband to maintain his wife and in fact the compromise itself may provide evidence as to the neglect of the husband to maintain his wife. The compromise could not,

(1) 42 P.R. 1888

(2) A.I.R. 1926 Lah. 469

(3) A.I.R. 1932 Lah. 349 (2)

however, be enforced by the Magistrate if it contained conditions which could not be embodied in an order under section 488 of the Code of Criminal Procedure or if it amounted to an agreement between the parties to live separately by mutual consent. In the present case the order for maintenance passed on the petitioner's original application was found to be unenforceable because it contained conditions other than for payment of a cash monthly allowance. In such circumstances it would be obviously unjust to hold that a new application for maintenance did not lie, and the authorities cited by the learned counsel for the respondent do not lay down such a proposition.

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The contention on behalf of the respondent is in effect that the compromise even though it has been declared by the Magistrate's order dated 27th of June, 1955, to be unenforceable between the parties, bars all further proceedings under section 488 of the Code of Criminal Procedure, and the remedy, if any, of the petitioner lies only by way of civil proceedings. This contention is quite unacceptable. Even if a suit had been brought on the basis of the compromise and had been decreed that would not oust the jurisdiction of the Magistrate to make an order under section 488 of the Code of Criminal Procedure. As held in *In re Taralakshmi Manuprasad* (1), section 488 of the Code of Criminal Procedure contains no direction that an order under it cannot be made if there is a decree for maintenance of a civil Court, although the existence of such a decree is relevant when a Magistrate is considering what form of order he should make under that section. It was rightly observed in that case that it would be wrong in principle to allow the husband to take advantage of the decree which he has made no attempt to

(1) A.I.R. 1938 Bom. 499

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carry out. These observations will apply with greater force to a mere compromise the order based on which has also been declared to be unenforceable.

I would, therefore, accept the view of the learned Sessions Judge to the effect that the compromise does not oust the jurisdiction of the Magistrate to entertain and decide the second application under section 488 of the Code of Criminal Procedure.

Whether a particular compromise amounts to an agreement to live separately by mutual consent or not under subsection (4) of section 488 of the Code of Criminal Procedure, is a question of fact in each case. This objection was not raised specifically in the written statement and was not discussed at all in the order of the learned Magistrate, though the learned Sessions Judge after considering the terms of the compromise has come to the conclusion that it did not amount to living separately by mutual consent inasmuch as the compromise provided that Gurdial Kaur would reside in the respondent's house. He has, therefore, distinguished the ruling reported in A.I.R. 1932, Lah. 349 in which the compromise specifically provided that the wife would live in a separate house. It is admitted that the respondent has another wife. Under the second proviso to subsection (3) of section 488 of the Code of Criminal Procedure if a husband has contracted marriage with another wife or keeps a mistress it shall be considered to be just ground for his wife's refusal to live with him. Thus if in such circumstances the wife who is seeking maintenance chooses to live apart such separate living would not be deemed to be the result of mutual consent.

As observed in *Ram Saran Das v. Mst Ram Piari* (1), the words "mutual consent" as used in subsection (4) of section 488 of the Code of Criminal Procedure, mean a consent on the part of the husband and wife to live apart, no matter what the circumstances may be. In the present case, therefore, the previous compromise by itself cannot be deemed to be an agreement to live separately by mutual consent and in this connection the allegation of the respondent in his written statement is that the petitioner has in fact deserted him.

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The compromise in previous maintenance proceedings is thus no bar to the present petition, and I would, therefore, accept the recommendation of the learned Sessions Judge and setting aside the Magistrate's order dated 6th of July, 1957, of dismissal of the petition. I would remit the case to him for decision on the merits of the claim for maintenance of Smt. Gurdial Kaur for herself as well as for her minor daughter.

Parties are directed to appear before the Magistrate, 1st Class (A), Sangrur, on the 18th of November, 1957, for further proceedings.

K.S.K.

REVISION CRIMINAL

Before Capoor, J

MUKAND SINGH,—Petitioner

versus

MST. KARTAR KAUR,—Respondent

Criminal Revision No. 346 of 1957.

Code of Criminal Procedure (V of 1898)—Section 488 (5)—Order of maintenance—Subsequent resumption of co-habitation between the parties—Effect of—Order, whether remains in force—Procedure to be adopted for its cancellation.

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Oct. 23rd