



2026:CGHC:7336



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**NAFR**

**HIGH COURT OF CHHATTISGARH AT BILASPUR**

**CRMP No. 2541 of 2019**

Parsadiram Sahu S/o Kushaliram Sahu, Aged About 58 Years R/o Village Guma, Tahsil Palari, District Balodabazar Bhatapara Chhattisgarh.....Revisioner, District : Balodabazar-Bhathapara, Chhattisgarh

**... Petitioner(s)**

**versus**

**1** - Amrit Bai Sahu S/o Ganga Prasad Aged About 36 Years R/o Palari, Tahsil Palari, District Balodabazar Bhatapara Chhattisgarh.....Applicant, District : Balodabazar-Bhathapara, Chhattisgarh

**2** - Dinesh Kumar S/o Parsadiram Sahu, Minor Through Natural Guardian Mother Amritbai Sahu, D/o Ganga Prasad Sahu, R/o Palari, Tahsil Palari, District Balodabazar Bhatapara Chhattisgarh.....Applicant, District : Balodabazar-Bhathapara, Chhattisgarh

**... Respondent(s)**

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For Petitioner(s) : Mr. A.S. Rajput, Advocate.

For Respondent(s) : None.

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**Hon'ble Shri Ramesh Sinha, Chief Justice**

**Order on Board**

**10/02/2026**

1. The petitioner has filed this petition against the order dated 11.09.2019 passed by learned 1<sup>st</sup> Additional Sessions Judge, Balodabazar, District – Balodabazar-Bhatapara (C.G.) in Criminal Revision No.32/2017, arising out of order dated 28.04.2017 passed by learned C.J.M., Balodabazar in Criminal Case No.16/2014, whereby, the learned C.J.M, Balodabazar granted maintenance to the tune of Rs.3,000/- per month to respondent No.2 (minor child) under Section 125 of CrPC.
2. Brief facts necessary for disposal of this petition are that the respondent No.1 and respondent No.2 filed an application under Section 125 of Cr.P.C. before the Court of Chief Judicial Magistrate, Baloda Bazar, claiming maintenance on the allegation that respondent No.1 and the present petitioner were living together and had an illicit relationship, as a result of which respondent No.1 conceived pregnancy and respondent No.2 was born, and thereafter the present petitioner refused to keep and maintain respondent No.1. It was further alleged that due to intervention of the society, a one-time maintenance settlement/ agreement dated 11.02.2013 was executed between the parties, wherein it was agreed that the present petitioner would pay a sum of Rs.2,00,000/- and transfer 65 decimal agricultural land in favour of respondent No.1 and respondent No.2, however, when the



petitioner neither paid the entire agreed amount nor cooperated in mutation of the said land and raised objections thereto, respondent No.1 and respondent No.2 were compelled to file the maintenance application before the trial Court. The present petitioner filed his reply denying all the allegations and specifically contended that respondent No.1 is the legally wedded wife of one Tikaram Sahu and that a son was born out of the said wedlock, which is still subsisting, as no divorce has taken place till date, and further denied having any physical relationship with respondent No.1, submitting that he was falsely implicated due to personal enmity and insult, and that the agreement dated 11.02.2013 was executed only under coercive circumstances to save himself from a false criminal case. That, after appreciating the oral and documentary evidence on record, the learned Trial Court vide order dated 28.04.2017 partly allowed the application by directing the present petitioner to pay Rs.3000/- per month as maintenance to respondent No.2 and also to pay the remaining amount of Rs.1,00,000/- in terms of the agreement dated 11.02.2013. That, being aggrieved by the said order, the present petitioner preferred a revision under Sections 397 and 399 of Cr.P.C. before the Court of 1<sup>st</sup> Additional Sessions Judge, Baloda Bazar, who vide order dated 11.09.2019 partly allowed the revision by holding that the direction regarding payment of Rs.1,00,000/- is not binding upon the present petitioner while



maintaining the award of maintenance of Rs.3000/- per month in favour of respondent No.2, hence the present petition.

3. Learned counsel for the petitioner submits that the impugned orders passed by the learned trial Court as well as the revisional Court directing payment of maintenance of Rs.3,000/- per month are illegal, arbitrary and contrary to law. The courts failed to appreciate that the maintenance matter had already been finally settled between the parties through an agreement dated 11.02.2013, whereby respondent No.1 received Rs.2,00,000/- and 65 decimil of land towards full and final maintenance on behalf of respondent No.2. Grant of further maintenance despite such settlement is unsustainable in law. He further submits that the learned trial Court as well as the revisional Court failed to consider the admission of respondent No.1 before P.S. Palari, wherein she acknowledged having received the aforesaid amount and land from the petitioner. Further, respondent No.1 is not legally entitled to claim maintenance as she is legally married to one Tikaram Sahu, with whom she has a son, and no divorce has taken place. She is also a working woman and financially capable of maintaining respondent No.2. He also submits that the learned trial Court as well as the revisional Court ignored the fact that the petitioner is a retired employee having responsibility towards his wife, children and aged parents. The impugned orders are thus passed without proper appreciation of facts and law and are contrary to the principles laid down by the Hon'ble Apex Court.



Hence, the maintenance granted is illegal, arbitrary and liable to be set aside.

4. I have heard learned counsel for the petitioner, perused the impugned order and other documents appended with the petition.
5. From perusal of the impugned order, it transpires that respondent No.1 is not the legally wedded wife of the petitioner and that respondent No.2 is an illegitimate minor child born out of the physical relationship between the parties. It is further proved that an agreement/settlement dated 11.02.2013 was executed between the parties, wherein the petitioner agreed to pay Rs.2,00,000/- and transfer 65 decimal of agricultural land in favour of respondent No.1 and respondent No.2. The evidence on record shows that the petitioner has partly complied with the said agreement by payment of Rs.1,00,000/- and execution of a registered gift deed of land, though objections were raised regarding mutation.
6. The learned trial Court as well as the revisional Court have rightly held that the settlement disentitles respondent No.1 from claiming further maintenance. However, it is also well settled that any compromise or settlement between the parents does not take away the statutory right of a minor child to claim maintenance under Section 125 Cr.P.C. The revisional Court has correctly relied upon the settled principle that maintenance to a minor child cannot be waived by any agreement between the parties and



granted maintenance to respondent No.2 (minor child) as  
aforementioned.

7. Considering the submissions advanced by the learned counsel for the petitioner and perusing the impugned order and the finding recorded by the learned trial Court as well as the revisional Court, I am of the view that both the Courts have not committed any illegality or infirmity or jurisdictional error in the impugned order warranting interference by this Court.
8. Accordingly, the petition being devoid of merit is liable to be and is hereby **dismissed**.
9. Registrar (Judicial) is directed to transmit the original record to the concerned trial Court within a week from today for necessary information and follow up action.

Sd/-

**(Ramesh Sinha)**  
**Chief Justice**