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Joint Names, Joint Pain: When Matrimonial Fault Lines Meet Property Rights , Delhi High Court’s 2025 Verdict on Maintenance, Joint Assets and Denial of Divorce

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On 22 September 2025 a Division Bench of the Delhi High Court (Justice Anil Kshetarpal and Justice Harish Vaidyanathan Shankar) closed the file on one of the longest-running matrimonial sagas in the National Capital's recent history. The docket carried only cryptic appeal numbers (MAT.APP.(F.C.) 217/2017, 102/2018, 20/2018 and 38/2019) yet every application, counter-application, interim order and cross-appeal sprouted from the same root: a divorce petition filed in distant Bandra, Mumbai, on 20 February 2006. Nineteen years, one transferred file, two maintenance jurisdictions, one auctioned flat, one HSBC account and countless allegations later, the Court was asked to decide whether the wife deserved half of a ?1.09 crore surplus, whether ?2 lakh a month in interim maintenance was too much, and, most importantly, whether the marriage itself could be dissolved on cruelty and desertion. The answers, delivered in a 35-page judgment, reaffirm some old family-law maxims and quietly remind litigants that fault still matters in Hindu matrimonial law.

The Marriage that Travelled from Punjab to Mumbai to Noida

The husband, an oil-sector professional, married the wife in Punjab on 6 July 1999 according to Hindu rites; the marriage was later registered at Noida. The couple set up home in a rented flat (401, Sovereign Apartments, Hiranandani Gardens, Powai) because the husband's assignment required him to be in Mumbai. No child was born; the wife suffered three miscarriages which she attributed to stress, while the husband later questioned her willingness to conceive at all. On 14 January 2006 the husband walked out of the rented flat and checked into a hotel; on 25 March 2006 the wife, unable to pay the rent after the landlord served notice, boarded a flight to Delhi and moved into a house that stood in the name of her mother-in-law. That physical separation has now lasted two decades.

The Divorce Petition and the Transfer

Barely five weeks after leaving the matrimonial home, the husband filed HMA No. 1061 of 2017 (originally 2006) in the Family Court at Bandra, seeking divorce on the ground of cruelty under Section 13(1)(ia). The wife immediately moved the Supreme Court for transfer; the case landed at the District Judge, Tis Hazari, Delhi. In 2017 the husband amended the petition to add desertion under Section 13(1)(ib). Meanwhile, parallel litigation exploded: the wife claimed maintenance under Section 24 HMA and Section 125 CrPC; she also invoked the Protection of Women from Domestic Violence Act, 2005, securing ?30,000 a month ad-interim, later enhanced to ?2 lakh by the Magistrate.

The Flat that Became a Bank Balance

In February 2005, when the marriage was still functional, the couple had booked a flat in Heritage Apartments, Hiranandani Gardens, Powai. The flat was registered in both names; every EMI was debited from the husband's salary account. After default and auction by HSBC, the sale proceeds left a surplus of ?1.09 crore. The husband applied under Section 27 HMA for release of the money; the Family Court allowed it subject to the wife issuing a no-objection certificate. She refused, insisting the amount was her stridhan and that she was entitled to an equal share. By an interim order dated 6 December 2017 the trial court directed the husband to pay ?1 lakh a month pendente lite (later crystallised at ?2 lakh) and allowed him to withdraw the money once the NOC was furnished. The wife challenged that portion; the husband challenged the maintenance; both cross-appeals travelled to the High Court.

The Four Appeals Clubbed in 2025

MAT.APP.(F.C.) 217/2017 is the wife's appeal against the release of the HSBC fund; MAT.APP.(F.C.) 102/2018 is her plea to enhance maintenance to 50 % of the husband's declared ?1.26 crore annual income; MAT.APP.(F.C.) 20/2018 is the husband's plea to set aside maintenance altogether; MAT.APP.(F.C.) 38/2019 is the husband's assault on the final judgment dated 15 January 2019 by which the Family Court dismissed his divorce petition. Because the facts were inseparable, the High Court heard them together and delivered a composite ruling.

Rival Stories of Cruelty and Desertion

The husband's written submissions ran into 300 pages: the wife had taunted him for his spine injury, sold her mangalsutra, refused to shift to the newly-purchased flat, filed "false" dowry complaints under Section 498 IPC, forced his aged parents out of

the Noida house and, after 2008, harassed him with anonymous emails alleging an affair with a colleague. The wife replied that the husband had himself admitted in cross-examination that he had "made up my mind to seek divorce" on 17 February 2006, had booked his parents' tickets to Mumbai months in advance, had leased a flat with the colleague in 2008 and had transferred lakhs by RTGS to her account between 2007 and 2018. She produced leave-and-licence agreements, club-membership forms and car-EMI schedules to argue that the husband's relationship was far from platonic. On desertion, she contended that she never left the husband; rather, he left her "high and dry" in a rented flat whose lease was about to expire.

Legal Architecture Invoked

The bench sifted through a library of precedent: Manish Jain on how to fix interim maintenance; N.G. Dastane on what amounts to cruelty and its condonation; Savitri Pandey and Bipinchandra Jaisinghbai Shah on the twin ingredients of desertion, factum and animus deserendi; Chetan Dass on the moral bar created by Section 23(1)(a) HMA; and the newly-minted Shilpa Sailesh ruling that only the Supreme Court can dissolve a marriage on "irretrievable breakdown" under Article 142. Section 4 of the Prohibition of Benami Property Transactions Act was pressed into service to repel the husband's plea that since he alone paid the EMIs the sale proceeds belonged exclusively to him.

The Court's Reasoning

On maintenance, the Court held that the wife had demonstrated "no independent income sufficient for her support" and that the husband's salary slips showed an annual package of ?1.26 crore. Interim maintenance is not a mini-trial on merits; the Family Court's figure of ?2 lakh aligned with the Magistrate's earlier order under Section 125 CrPC and would continue till final disposal.

On the HSBC corpus, the Court started with the presumption that property bought during coverture and standing in joint names is owned in equal shares unless the contrary is proved. The husband's plea of sole contribution clashed head-on with Section 4 of the Benami Act: once the asset stands in another's name, the real contributor is statutorily disabled from asserting title. Stridhan, defined under Section 14 of the Hindu Succession Act, covers gifts received by a woman at or after marriage; it does not cover a flat purchased jointly. Consequently, the wife was declared entitled to 50 % of the ?1.09 crore, now lying in a fixed deposit with UCO Bank pursuant to an earlier High Court order.

On divorce, the Court agreed with the Family Court that none of the incidents cited by the husband crossed the threshold of "grave and weighty cruelty". Continued dinner-and-movie outings after the petition was filed amounted to condonation under Section 23(1)(b). More damaging, the husband was himself found to have withdrawn from cohabitation in January 2006 and to have carried on a "close financial and residential relationship" with another woman. A party cannot take advantage of his own wrong; Section 23(1)(a) therefore barred the grant of a decree. Desertion was not made out because the wife's return to her in-laws' home in March 2006 negatived any intention to forsake the marriage. The judge-made doctrine of "irretrievable breakdown" could not be invoked by the High Court; that discretion rests only with the Supreme Court under Article 142.

The Final Gavel

The appeals were disposed of in three short directions: release ?54.5 lakh to the wife within two weeks; keep the monthly maintenance at ?2 lakh; and dismiss the challenge to the refusal of divorce. Each party was left to bear its own costs, bringing the curtain down on a litigation that outlasted the cohabitation itself by fourteen years.

The judgment is an illustration of how Indian matrimonial law still insists on fault, condonation and clean hands even while it protects a spouse's economic rights. For the litigants, the courtroom door has finally shut: the marriage survives on paper, the wife keeps half the flat-money and the husband continues to pay ?2 lakh a month for a home he no longer shares. For practitioners, the ruling is a reminder that transactional arguments ("I paid, therefore I own") collapse before a statutory benami bar, and that a divorce petition launched in anger can still be undone by the petitioner's own subsequent conduct.

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