2025:HHC:11017

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Cr. MMO No. 1079 of 2024.
Reserved on: 26.3.2025.
Date of Decision: 25.4.2025.

Akshay Thakur ...Petitioner

Versus

State of H.P. and others ...Respondents

Coram

Hon'ble Mr Justice Rakesh Kainthla, Judge.

Whether approved for reporting?[1] ***Yes.***

For the Petitioner : M/s Aprajita and Ajay Thakur, Advocates.

For Respondents No.1 to 3 : Mr. Prashant Sen, Deputy Advocate General.

Rakesh Kainthla, Judge

The petitioner has filed the present petition for quashing of FIR No. 9/2018 dated 7th January 2018 registered at the Police Station, Manali District, Kullu for the commission of an offence punishable by Section 31 of the Protection of Women from Domestic Violence Act (DV Act) 2005.

2. Briefly stated, the facts giving rise to the present petition are that the complainant, Pooja Devi, filed an application

[1] Whether reporters of Local Papers may be allowed to see the judgment? Yes.

under Section 156(3) of the Criminal Procedure Code (CrPC) before learned Judicial Magistrate First Class, Manali (learned Trial Court) asserting that the learned Trial Court had directed the petitioner on 30th June 2017 to provide separate accommodation consisting of one room, one kitchen and one bathroom, compensation of ₹10,000 and maintenance of ₹4000 per month to the complainant. The petitioner failed to pay the arrears of maintenance and provide the accommodation as per the order. A sum of ₹12,000 accrued as arrears of maintenance and compensation of ₹10,000 also remained payable. The complainant requested the petitioner to pay the arrears of maintenance and compensation amount, but the petitioner failed to pay the same. Hence, it was prayed that the action be taken against the petitioner. The learned Trial Court passed an order on 30th December 2017, sending the application to the Station House Officer (SHO) Police Station, Manali under Section 156 (3) of CrPC. A direction was also issued to the SHO to submit the status report.

3. Being aggrieved from the direction issued by the learned Magistrate and the registration of the FIR, the petitioner has filed the present petition for quashing the FIR. It has been asserted that the petitioner married the complainant on 20th

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January 2014. Differences arose between the parties, and the complainant filed a false case under section 12 of the DV Act. The learned Trial Court passed an order of payment of ₹10,000 as compensation, maintenance of ₹4000 per month as monetary relief, and accommodation. The complainant filed an application before the learned Trial Court, asserting that the petitioner had not complied with the order passed by it. The learned Trial Court sent the application to the police with a direction to register the FIR under Section 31 of the DV Act. Maintenance, compensation, and residence orders do not fall within the definition of a protection order, and only the violation of a protection order is punishable under Section 31 of the DV Act. Hence, it was prayed that the present petition be allowed and the FIR be quashed.

4. The petition is opposed by filing a reply, making preliminary submissions regarding the lack of maintainability, and the petitioner not having come to the Court with clean hands. The contents of the petition were denied on merits. It was asserted that the learned Trial Court had passed a protection order restraining the petitioner from committing any act of cruelty or domestic violence upon the complainant. The petitioner was also directed to provide accommodation to the

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complainant, pay a compensation of ₹10,000, and maintenance at the rate of ₹4000 per month. The petitioner failed to comply with the order of the learned Trial Court, and the learned Trial Court directed the police to register the FIR. The police registered the FIR and conducted the Investigation. Police found violation of Section 31 of the DV Act and submitted a charge sheet before the learned Trial Court.

5. I have heard M/s Aparajita, and Mr Ajay Thakur, learned counsel for the petitioner, and Mr Prashant Sen, Deputy Advocate General for respondents 1 to 3/State

6. Ms Aparajita learned counsel for the petitioner submitted that the learned Magistrate erred in sending the application to the police for the registration of the FIR, the violation of the monetary order does not constitute an offence punishable under Section 31 of the DV Act and only a protection order can be punished under section 31 of the DV Act; therefore, she prayed that the present petition be allowed and the FIR be ordered to be quashed. She relied upon the judgments of ***C.D. Ravindernath and Ors. vs. Srilatha and Ors. (28.04.2023 - TLHC): MANU/TL/0700/2023*** and ***Mohammed Yaseen Naikwadi vs. Aneesa***

Mohammed Yaseen Naikwadi and Ors. (13.12.2023 - KARHC): MANU/KA/3450/2023 in support of her submission.

7. Mr. Prashant Sen, learned Deputy Advocate General, submitted that section 31 of the DV Act has to be liberally construed to provide benefit to the women. The violation of monetary order will also fall within the purview of Section 31 of the DV Act. Therefore, he prayed that the present petition be dismissed.

8. I have given considerable thought to the submissions made at the bar and have gone through the records carefully.

9. Section 31 of the DV Act deals with the penalty for breach of a protection order by the respondent. It reads as under

> **31. Penalty for breach of protection order by respondent**. — (1) A breach of protection order, or an interim protection order, by the respondent shall be an offence under this Act and shall be punishable with imprisonment of either description for a term which may extend to one year, or with a fine which may extend to twenty thousand rupees, or with both.
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> (2) The offence under sub-section (1) shall, as far as practicable, be tried by the Magistrate who had passed the order, the breach of which has been alleged to have been caused by the accused.
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> (3) While framing charges under sub-section (1), the Magistrate may also frame charges under Section 498-A of the Indian Penal Code (45 of 1860) or any other provision

> of that Code or the Dowry Prohibition Act, 1961 (28 of 1961), as the case may be if the facts disclose the commission of an offence under those provisions.

10. It is apparent from the bare perusal of the Section that it penalises the breach of a protection order or an interim protection order. The term protection order is defined in section 2 (o) of the DV Act as under:

> **2. Definitions**. —In this Act, unless the context otherwise requires—
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> (*o*) "protection order" means an order made in terms of Section 18;

11. Section 18 of the DV Act provides the protection orders that can be passed by a Magistrate. It reads as under:

> **18. Protection orders**. —The Magistrate may, after giving the aggrieved person and the respondent an opportunity of being heard and on being prima facie satisfied that domestic violence has taken place or is likely to take place, pass a protection order in favour of the aggrieved person and prohibit the respondent from—
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> (*a*) committing any act of domestic violence;
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> (*b*) aiding or abetting in the commission of acts of domestic violence;
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> (*c*) entering the place of employment of the aggrieved person or, if the person aggrieved is a child, its school or any other place frequented by the aggrieved person;
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> (*d*) attempting to communicate in any form whatsoever with the aggrieved person, including personal, oral or written or electronic, or telephonic contact;

> (*e*) alienating any assets, operating bank lockers or bank accounts used or held or enjoyed by both the parties, jointly by the aggrieved person and the respondent, or singly by the respondent, including her stridhan or any other property held either jointly by the parties or separately by them without the leave of the Magistrate;
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> (*f*) causing violence to the dependents, other relatives, or any person who gives the aggrieved person assistance from domestic violence;
>
> (*g*) committing any other act as specified in the protection order.

12. It is apparent from the bare perusal of Section 31 of the DV Act that it talks about the protection order and the interim protection order. It does not talk about monetary orders. It was laid down by the Hon'ble Supreme Court in ***Commr. of Customs v. Dilip Kumar & Co., (2018) 9 SCC 1: 2018 SCC OnLine SC 747*** that when the words of the statute are clear and unambiguous, the Courts have to give meaning to them regardless of consequences. It was observed at page 18:

> **21.** The well-settled principle is that when the words in a statute are clear, plain, and unambiguous and only one meaning can be inferred, the courts are bound to give effect to the said meaning irrespective of consequences. If the words in the statute are plain and unambiguous, it becomes necessary to expound those words in their natural and ordinary sense. The words used declare the intention of the legislature.
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> **22.** In ***Kanai Lal Sur v. Paramnidhi Sadhukhan [Kanai Lal Sur v. Paramnidhi Sadhukhan, AIR 1957 SC 907]***, it was held

> that if the words used are capable of one construction only then it would not be open to the courts to adopt any other hypothetical construction on the ground that such construction is more consistent with the alleged object and policy of the Act.
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> **23.** In applying the rule of plain meaning, any hardship and inconvenience cannot be the basis to alter the meaning of the language employed by the legislation. This is especially so in fiscal statutes and penal statutes. Nevertheless, if the plain language results in absurdity, the court is entitled to determine the meaning of the word in the context in which it is used, keeping in view the legislative purpose. [***Commr. v. Mathapathi Basavannewwa, (1995) 6 SCC 355***]. Not only that, if the plain construction leads to anomaly and absurdity, the court, having regard to the hardship and consequences that flow from such a provision, can even explain the true intention of the legislation. Having observed general principles applicable to statutory interpretation, it is now time to consider rules of interpretation with respect to taxation.

13. It was held in ***Vidarbha Industries Power Ltd. v. Axis Bank Ltd.*, *(2022) 8 SCC 352: (2022) 4 SCC (Civ) 329: 2022 SCC OnLine SC 841*** that the first and foremost principle of interpretation is the literal interpretation and when the provisions of the statute are clear the same is to be interpreted literally and other rules will apply subsequently. It was observed at page 372:

> **"65.** It is well settled that the first and foremost principle of interpretation of a statute is the rule of literal interpretation, as held by this Court in ***Lalita Kumari v. State of U.P. [Lalita Kumari v. State of U.P., (2014) 2 SCC 1, para 14 : (2014) 1 SCC (Cri) 524]*** If Section 7(5)(*a*) IBC

is construed literally the provision must be held to confer a discretion on the adjudicating authority (NCLT).

66. In ***Hiralal Rattan Lal v. State of U.P. [Hiralal Rattan Lal v. State of U.P., (1973) 1 SCC 216: 1973 SCC (Tax) 307]***, this Court held: (SCC p. 224, para 22)

> "22. ... In construing a statutory provision, the first and foremost rule of construction is literary construction. All that we have to see at the very outset is what does that provision say? If the provision is unambiguous and if from that provision, the legislative intent is clear, we need not call into aid the other rules of construction of statutes. The other rules of construction of statutes are called into aid only when the legislative intention is not clear."

67. In ***B. Premanandv. Mohan Koikal [B. Premanand v. Mohan Koikal, (2011) 4 SCC 266: (2011) 1 SCC (L&S) 676]***, this Court held: (SCC p. 270, para 9)

> "9. It may be mentioned in this connection that the first and foremost principle of interpretation of a statute in every system of interpretation is the literal rule of interpretation. The other rules of interpretation, e.g., the mischief rule, purposive interpretation, etc., can only be resorted to when the plain words of a statute are ambiguous or lead to no intelligible results, or if read literally would nullify the very object of the statute. Where the words of a statute are absolutely clear and unambiguous, recourse cannot be had to the principles of interpretation other than the literal rule, vide ***Swedish Match AB v. SEBI [Swedish Match AB v. SEBI, (2004) 11 SCC 641]***."

68. In ***Lalita Kumari v. State of U.P. [Lalita Kumari v. State of U.P., (2014) 2 SCC 1: (2014) 1 SCC (Cri) 524]***, this Court construed the use of the word "shall" in Section 154(1) of the Code of Criminal Procedure, 1973 and held that Section 154(1) postulates the mandatory registration of an FIR on receipt of information of a cognizable offence. If, however, the information given does not disclose a cognizable

> offence, a preliminary enquiry may be ordered, and if the enquiry discloses the commission of a cognizable offence, the FIR must be registered.

14. In the present case, the words in Section 31 are plain and ambiguous. They only mention the protection and interim protection order. Therefore, applying the literal rules of interpretation, Section 31 applies only to the breach of protection orders mentioned in Section 18 and not to residence orders mentioned in Section 19, monetary reliefs mentioned in section 20, custody orders mentioned in Section 21, and compensation orders mentioned in Section 22. Had the legislature intended to apply Section 31 to these orders, it would have mentioned them specifically.

15. Section 31 of the DV Act creates an offence. It is the rule of interpretation of the statute that criminal statutes are to be strictly construed because they deprive a citizen of his life and liberty, and no act, which does not fall within the purview of the criminal statute, can be added to it by way of interpretation. It was held in ***Mohd. Wajid v. State of U.P., 2023 SCC OnLine SC 951*** that the Court has to see that the thing charged is an offence within the plain meaning of the statute and not by a strained meaning of the words. It was observed:

> "**20.** The general rule governing the interpretation of a penal statute is that it must be strictly construed. Strict interpretation in the words of Crawford connotes: —
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> > *"If a statute is to be strictly construed, nothing should be included within its scope that does not come clearly within the meaning of the language used. Its language must be given exact and technical meaning with no extension on account of implications or equitable considerations; or has been aptly asserted, its operation must be confined to cases coming clearly within the letter of the statute as well as within its spirit and reason. Or stated perhaps more concisely, it is close and conservative adherence to the literal or textual interpretation.*"
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> **21.** According to Sutherland, *by the rule of strict construction, it is not meant that the statute shall be stringently or narrowly construed, but it means that everything shall be excluded from its operation which does not clearly come within the scope of the language used.*
>
> **22.** When it is said that all penal statutes are to be construed strictly, it only means that the Court must see that the thing charged is an offence within the plain meaning of the words used and must not strain the words."

16. In the present case, the monetary relief which is separately provided in Section 2 (k) of the DV Act cannot be added to the protection order separately provided in Sections 2 (o) and 18 of the DV Act by plain meaning.

17. Kerala High Court held in ***Suneesh v. State of Kerala, 2022 SCC OnLine Ker 6210,*** that Section 31 applies to the breach of the protection orders mentioned in Section 18 of the DV Act and not to any other orders. It was observed:

"**11.** A plain reading of Section 31 would go to show that a breach of a protection order or interim protection order by the respondent shall be an offence under this Act and is punishable. Section 18 deals with protection orders categorised as (a) to (g) referred to in Section 18 herein above extracted. Section 19 deals with residence orders and Section 20 deals with monetary reliefs and Section 20(d) authorises a Magistrate to grant 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 Criminal Procedure Code, 1973 (2 of 1974) or any other law for the time being in force. Thus, it could be noticed that while incorporating provisions under Section 31 to impose a penalty on violation of breach of 'protection order', the legislature never intended to impose a penalty for violation of 'residence orders' or 'monetary reliefs'. Based on this principle, this Court in ***Velayudhan Nair* v. *Karthiayani's case*** (supra) held that Section 31of the D.V Act would apply only on violation of the interim order or final protection order passed under Section 18 of the D.V Act and it was held further that in case of violation of any order passed other than an order passed under Section 18 of the D.V Act, the provisions of the Cr. P.C. can be resorted to. In this connection, it is apposite to refer to Rule 6(5) of Protection of Women from Domestic Violence Rules, 2006, which provides that the application under Section 12 of the D.V Act shall be dealt with and the orders enforced in the same manner laid down under Section 125 of the Criminal Procedure Code, 1973 (2 of 12974).

12. Whereas in ***Surya Prakash v. Rachna's case*** (supra), a Division Bench of the Madhya Pradesh High Court considered the term 'economic abuse' defined under Section 3(iv) of the D.V Act and it was held that the same includes deprivation of all or any economic or financial resources, payment of rental related to shared household and maintenance. It was further held that the grant of monetary relief under Section 20 does not exclude the

amount of maintenance under Section 18 of the D.V. Act as part of the affirmative order in respect of the domestic violence as defined under Section 3 of the D.V. Act. Therefore, it was found that non-payment of maintenance is a breach of a protection order, and hence, Section 31 of the D.V Act can be invoked.

13. In this context, it has to be held that when the plain meaning of the words in the Statute is clear and unambiguous, the meaning of the said words shall be understood in its plain meaning; so as to accord the wisdom of the legislature. In such cases, the application of the doctrine of *ejusdem generis* as well as *noscitur a sociis* have no application. According to *Black's Law Dictionary*, the expression "noscitus a sociis" means thus:

> *"A canon of construction holding that the meaning of an unclear word or phrase should be determined by the words immediately surrounding it."*

14. The expression "ejusdem generis", according to *Black's Law Dictionary*, means thus:

> *"A canon of construction that when a general word or phrase follows a list of specific persons or things, the general word or phrase will be interpreted to include only persons or things of the same type as those listed. For example, in the phrase horses, cattle, sheep, pigs, goats, or any other barnyard animal, the general language or any other barnyard animal - despite its seeming breadth - would probably be held to include only four-legged, hoofed mammals(and thus would exclude chickens)."*

15. Indubitably the Latin expression '*ejusdem generis*' which means "of the same kind or nature" is a principle of construction, meaning thereby when general words in a statutory text are flanked by restricted words, the meaning of the general words are taken to be restricted by implication with the meaning of restricted words. This is a principle which arises from the linguistic implication by which words having literally a wide meaning (which, taken in isolation,) are treated as reduced in scope by the verbal

context". In fact, the *ejusdem generis* principle is a facet of the principle of *Noscitur a sociis*.

16. The Latin maxim *Noscitur a sociis* contemplates that a statutory term is recognised by its associated words. The Latin word '*sociis*' means 'society'. Therefore, when general words are juxtaposed with specific words, general words cannot be read in isolation. Thus, like all other linguistic canons of construction, the *ejusdem generis* principle applies only when a contrary intention does not appear.

17. Here, the legislature vigilantly included 'protection orders' alone under Section 31 of the D.V. Act after specifically categorising the orders which would be given under the head 'protection orders' under Section 18 of the D.V. Act. Another very pertinent aspect to be noted in this context is the implications and ramifications of widening the scope of Section 31. Say for instance, a person when ordered to pay a specified amount on every month as maintenance or interim maintenance and under Section 20(4) of the D.V Act, if he fails to pay the same on completion of every month for justified/unavoidable reasons, is it fair to hold that the said failure and omission would be penalised under Section 31 of the D.V Act. Similar is the position inasmuch as other orders, excluding the order under Section 18. Moreover, if such a wide interpretation is given, the Courts will be over-flooded with cases under Section 31 of the D.V Act, and the said situation cannot be said to have been intended by the legislature. Therefore, the Court cannot overturn the legislative wisdom to hold that a 'monetary relief' such as payment of maintenance, if disobeyed, the same also would attract a significant penalty under Section 31 of the D.V Act, treating the same as a breach of 'protection order' or 'interim protection order'. Therefore, it is held that the penalty provided under Section 31 of the D.V. Act would attract only for breach of protection orders passed under Section 18 of the D.V. Act, and the same would not apply to maintenance orders under Section 20 of the

Act. Holding so, prayer in this petition is liable to be allowed.

18. Karnataka High Court also took a similar view in ***Francis Cyril C. Cunha v. Lydia Jane D. Cunha, 2015 SCC OnLine Kar 8760*** and observed as under:

> **10.** Section 28 of the above Act deals with the applicability of certain provisions of Cr.P.C. to the provisions of this Act. Except as provided in this case, all proceedings under Sections 12, 15,18,20,21,22 and 23 and offences under Section 31 shall be governed by the provisions of Cr.P.C.
>
> **11.** Certain rules have been framed under Section 37 of the Act, which enables the Central Government to make rules.
>
> **12.** Rule 15 of the Protection of Women from Domestic Violence Rules, 2006 deals with the breach of a protection order. It is extracted below:
>
> "Breach of Protection Orders. —
>
> (1) An aggrieved person may report a breach of a protection order or an interim protection order to the Protection Officer.
>
> (2) Every report referred to in sub-rule (1) shall be in writing by the informant and duly signed by her.
>
> (3) The Protection Officer shall forward a copy of such complaint with a copy of the protection order of which a breach is alleged to have taken place to the concerned Magistrate for appropriate orders.
>
> (4) The aggrieved person may, if she so desires, make a complaint of breach of a protection order or interim protection order directly to the Magistrate or the police if she so chooses.
>
> (5) If, at any time after a protection order has been breached, the aggrieved person seeks his

assistance, the protection officer shall immediately rescue her by seeking help from the local police station and assist the aggrieved person to lodge a report to the local police authorities in appropriate cases.

(6) When charges are framed under section 31 or in respect of offences under section 498A of the Penal Code, 1860, or any other offence not summarily triable, the Court may separate the proceedings for such offences to be tried in the manner prescribed under Code of Criminal Procedure, 1973 (2 of 1974) and proceed to summarily try the offence of the breach of Protection Order under section 31, in accordance with the provisions of Chapter XXI of the Code of Criminal Procedure, 1973 (2 of 1974).

(7) Any resistance to the enforcement of the orders of the Court under the Act by the respondent or any other person purportedly acting on his behalf shall be deemed to be a breach of a protection order or an interim protection order covered under the Act.

(8) A breach of a protection order or an interim protection order shall immediately be reported to the local police station having territorial jurisdiction and shall be dealt with as a cognisable offence as provided under sections 31 and 32.

(9) While enlarging the person on bail arrested under the Act, the Court may, by order, impose the following conditions to protect the aggrieved person and to ensure the presence of the accused before the court, which may include—

(a) an order restraining the accused from threatening to commit or committing an act of domestic violence;

(b) an order preventing the accused from harassing, telephoning or making any contact with the aggrieved person;

(c) an order directing the accused to vacate and stay away from the residence of the aggrieved person or any place she is likely to visit;

(d) an order prohibiting the possession or use of a firearm or any other dangerous weapon;

(e) an order prohibiting the consumption of alcohol or other drugs;

(f) any other order required for protection, safety and adequate relief to the aggrieved person."

13. Hon'ble High Court of Rajasthan had an opportunity to discuss the applicability of the provisions of Section 31 of the above Act in regard to the non-compliance of the order relating to the non-payment of arrears of maintenance. What is held by the Hon'ble High Court of Rajasthan is that a breach of the order of monetary relief will not pave the way to prosecute the husband. It is made clear that section 31 of the Act does not include monetary relief.

14. In the present case, the provisions of Section 31 of the Act were pressed into service before the trial court essentially on the ground that arrears of the maintenance were not paid, and therefore it paved for penal action under Section 31 of the Act. The learned Judge of the trial court has construed that even the non-payment of the arrears of maintenance amounts to the violation of the protection order and thereby Section 31 could be invoked.

15. What is argued by Sri. G. Balakrishna Shas-tri, learned counsel representing the respondent, contends that the non-payment of the arrears of maintenance amounts to domestic violence and therefore Section 31 is applicable.

16. Providing two separate reliefs, one under Section 18 of the Act for protection and another for monetary relief under Section 20 of the Act, will have to be taken into

consideration while analysing the scope of Section 31 of the Act. If the protection order was inclusive of monetary relief of granting maintenance, Section 20 of the Act would not have been separately provided for.

17. After going through the records and the decision rendered by the High Court of Rajasthan in the case of ***Smt Kanchan v. Vikramjeet Setiya, 2014 (2) R.C.R.(Criminal) 267: 2013 (3) R.C.R.(Civil) 77: (2013) Cri. LJ 85***, this court does not find any reason to take a view different from the one taken by the Hon'ble High Court of Rajasthan. As already discussed, the High Court of Rajasthan has exhaustively dealt with the scope of Section 31 of the Act in the light of Sections 2(o), (k), 12,18,20 and 28 of the Act. In this view of the matter, the approach of the trial court in taking cognizance of the offence under Section 31 of the Act is a glaring legal error, and hence, the same will have to be set aside.

19. This position was reiterated in ***Mohammed Yaseen Naikwadi vs. Aneesa Mohammed Yaseen Naikwadi and Ors. (13.12.2023 - KARHC): MANU/KA/3450/2023*** wherein it was observed:

> "14. In the present case, provisions of Section 31 of the D.V. Act were pressed into service before the Trial Court essentially on the ground that arrears of maintenance were not paid, and therefore it paved for penal action under Section 31 of the D.V. Act. The learned Magistrate has construed that even the non-payment of arrears of maintenance amounts to the violation of a protection order and thereby Section 31 of the D.V. Act could be invoked.
>
> 15. Providing two separate reliefs, one under Section 18 of the D.V. Act for protection and another for monetary relief under Section 20 of the D.V. Act, will have to be taken into consideration while analysing the scope of Section 31 of the D.V. Act. If the protection order was inclusive of monetary

relief of granting maintenance, Section 20 of the D.V. Act would not have been separately provided.

16. Co-ordinate Bench of this Court in the case of ***Mr Francis Cyril C Cunha Vs. Smt Lydia Jane D'Cunha***(supra) considering a similar case has exhaustively dealt with the scope of Section 31 of the D.V. Act in the light of Sections 2(o), 18 and 20 of the D.V. Act and held that the protection order does not include the order of granting monetary relief of maintenance under Section 20 of the D.V. Act.

17. In view of the matter, the approach of the learned Magistrate in taking cognizance of the offence punishable under Section 31 of the D.V. Act is a glaring legal error, and hence, the same will have to be set aside

20. Delhi High Court also took a similar view in ***Anish Pramod Patel v. Kiran Jyot Maini, 2023 SCC OnLine Del 7605*** and observed:

39. Thus, in view of the statutory framework of PWDV Act and Rules, the order granting maintenance or interim maintenance under Section 20 of PWDV as monetary relief to the aggrieved women will have to be enforced in the manner as provided under Section 20(6) of PWDV Act or otherwise as per provisions of Cr. P.C., including the manner for the enforcement of orders passed under Section 125 of the Cr. P.C.

40. As discussed in preceding paragraphs, Section 31 of the PWDV Act exclusively deals with breach of a 'protection order' or 'interim protection order' and an order granting maintenance in an application filed under Section 12, which is an order passed under Section 20 which provides for 'monetary relief', cannot be interpreted to fall within the ambit of term 'protection order' as used in Section 31 of the Act. The scheme of the PWDV Act envisages different categories of reliefs and orders, as discussed previously, and the term 'protection order' has been specifically

defined in Section 2(o) and its scope in Section 18, whereas monetary relief has been defined under Section 2(k) and its scope in Section 20, which is distinct in nature. Therefore, while deciding the issue in question, this Court has kept in consideration the intent of the legislature behind legislating separate provisions for different reliefs under the PWDV Act.

41. The aforesaid view is also supported by the decisions of several other High Courts in ***Velayudhan Nair v. Karthiayani, 2009 (3) KHC 377, Kanka Raj v. State of Kerala, 2009 SCC OnLine Ker 2822, Kanchan v. Vikramjeet Setiya, 2012 SCC OnLine Raj 3614, Francis Cyril C Cunha v. Smt. Lydia Jane D'Cunha, 2015 SCC OnLine Kar 8760, Manoj Anand v. State of U.P., 2012 SCC OnLine All 308, S. Jeeva Ashok v. Kalarani, 2015 SCC OnLine Mad 3719, Suneesh v. State of Kerala, 2022 SCC OnLine Ker 6210***, wherein also, it was held that Section 31 of PWDV Act cannot be invoked for breach of the order granting maintenance.

42. This Court has also carefully considered the opposite view expressed by some other High Courts in the cases of ***Vincent Shanthakumar v. Christina Geetha Rani, 2014 SCC OnLine Kar 12409, Surya Prakash v. Rachna M.Cr.C.. No. 16718/2015***. However, with utmost respect to the observations made in these judgments, this Court does not agree with the ratio laid down therein.

43. It is also relevant to note that the offence under Section 31(1) Act has been made as cognizable and non-bailable under Section 32(1) of the PWDV Act. Thus, the provision of Section 31 is punitive in nature, in an Act which is otherwise a beneficial and welfare legislation. However, it is a cardinal rule of interpretation of statutes that in case of a provision which is punitive in nature, and where penalties are imposed for infringement, the provision is to be construed strictly. In this regard, reference can be made to the observations of the Constitution Bench of the Hon'ble Apex Court in the case of ***Tolaram Rerumal v. State of Bombay, 1954 SCC OnLine SC 22***, which read as under:

> "8. ...It may be here observed that the provisions of section 18(1) are penal in nature and it is a *well-settled rule of construction of penal statutes that if two possible and reasonable constructions can be put upon a penal provision, the Court must lean towards that construction which exempts the subject from penalty rather than the one which imposes penalty*. It is not competent to the Court to stretch the meaning of an expression used by the Legislature in order to carry out the intention of the Legislature. As pointed out by Lord Macmillan in *London and North Eastern Railway Co.* v. *Berriman*, [1946] A.C. 278 *"where penalties for infringement are imposed it is not legitimate to stretch the language of a rule, however beneficent its intention, beyond the fair and ordinary meaning of its language"..."* (Emphasis supplied)

44. In this Court's opinion, the intent of the legislature is spelt out clearly from the words used in the enactment and the provisions therein, and an examination of Section 20, 28 Section 9 of the PWDV Act and Rule 6 of PWDV Rules clarifies the procedure and manner in which the non-compliance of monetary orders including order for maintenance is to be addressed and dealt with.

45. Thus, when there is no ambiguity in the scheme of the legislature and the purport of provisions of the Act and Rules, no purpose would be served by giving a different interpretation to the provisions, which are otherwise clear and unambiguous.

46. The High Court of Kerala in the case of ***Suneesh* v. *State of Kerala*** (supra) had also expressed its opinion on the implications and ramifications of widening the scope of Section 31, and the relevant observations are extracted hereunder:

> "...Another very pertinent aspect to be noted in this context is the implications and ramifications of widening the scope of Section 31. Say for instance, a person when ordered to pay a specified amount on every month as maintenance or interim maintenance and

> under Section 20(4) of the D.V. Act, if he fails to pay the same on completion of every month for justified/unavoidable reasons, is it fair to hold that the said failure and omission would be penalised under Section 31 of the D.V. Act. Similar is the position inasmuch as other orders, excluding the order under Section 18. Moreover, if such a wide interpretation is given, the Courts will be over-flooded with cases under Section 31 of the D.V. Act and the said situation cannot said to have been intended by the legislature..."

47. While deciding such issues, particularly in relation to the interpretation of provisions of the PWDV Act, it is important to carefully analyse and examine the aim and objectives which were sought to be achieved through the enactment of the PWDV Act. It was realised by the legislature that while criminal recourse was available for women facing domestic violence in matrimonial settings, as provided under Section 498A of the Penal Code, 1860, the same only led to the punishment of the accused without immediate remedies for the woman's specific needs and livelihood challenges. In response to this gap in legal provisions, the PWDV Act was enacted to offer certain civil remedies to the victims of domestic violence. These remedies encompass an array of protective measures, residence orders, and monetary reliefs, designed to address the multifaceted nature of abuse. The aim of the Act was, therefore, to provide for the protection, rehabilitation and upliftment of victims of domestic violence, in contrast to sending the aggressor to prisons. In other words, the purpose behind the enforcement of monetary orders would be to provide monetary sustenance to the victim, and not the incarceration of the aggressor.

48. Thus, it can safely be concluded that the focus of the PWDV Act is on providing immediate and effective relief to victims of domestic violence by way of maintenance or interim maintenance orders, and the idea is not to immediately initiate criminal proceedings against the aggressor i.e. 'respondent' as defined in the Act for non-

payment of maintenance and to send such person to prison forthwith.

49. Therefore, for the reasons recorded in the preceding discussion, this Court is of the view that a person cannot be summoned under Section 31 of the PWDV Act for non-compliance with a monetary order such as an order for payment of maintenance passed under Section 20 of the PWDV Act.

50. The respondent in the present case had filed a complaint under Section 31 of PWDV Act before the Court concerned solely on the ground that the petitioner had failed to pay the amount of interim maintenance so granted by the learned Trial and Sessions Court under PWDV Act, and thus, he was liable to face consequences under Section 31 of the Act and further under Section 498A of IPC for commission of cruelties against the complainant.

51. Having held that a 'respondent' under the PWDV Act cannot be summoned as an accused under Section 31 for non-compliance with an order of monetary relief, this Court is inclined to quash the impugned order dated 12.03.2019 passed by learned Additional Civil Judge, Third, Gautam Budh Nagar, and all consequential proceedings which are pending before learned Mahila Court, Tis Hazari Courts, Delhi, in Case No. 882/2022.

21. Telangana High Court also expressed a similar view in

C.D. Ravindernath and Ors. vs. Srilatha and Ors. (28.04.2023 - TLHC)

: MANU/TL/0700/2023 and held:

9. Under the DV Act, several reliefs can be granted. The kind of reliefs that can be granted are segregated and specifically mentioned under Sections 18 to 22, and also the power to grant interim and ex parte orders under Section 23 of the Act.

10. Section 18 of the Act deals with protection orders when the Court is satisfied that domestic violence has taken place or is likely to take place, a protection order in favour of an aggrieved person can be passed.

11. Under Section 19 of the Act, the Court, if satisfied that the domestic violence has taken place, passes orders regarding the right to be given shelter/ residence.

12. Under Section 20 of the Act, the Court can direct the respondent to pay monetary relief to meet the expenses incurred and loss suffered by the aggrieved person or the child as a result of domestic violence. The said monetary relief would include loss of earnings, medical expenses, etc. and maintenance

13. Under Section 21 of the Act, the Court, while considering the application either for protection orders or for any other relief, can grant temporary custody of a child to the aggrieved person or any person making an application on her behalf.

14. Under Section 22 of the Act, in addition to the said reliefs under Sections 18 to 21, the Magistrate, on the application being made by the respondent to pay compensation and damages for injuries which include mental torture, emotional distress caused on account of the acts of domestic violence.

15. The Legislature has thought it fit to segregate reliefs that can be sought under the DVC Act. The reliefs that can be granted by a Court under the DVC Act are mentioned under Sections 18 to 22. By applying the rule of literal construction, the words of the statute have to be understood in their natural, ordinary sense in accordance with their grammatical meaning, unless it leads to some absurdity or if the intent of the Legislature suggests otherwise. The words of the statute must prima facie be given their ordinary meaning. In the case ***of B. Premanand v. Mohan Koikal, MANU/SC/0249/2011 : (2011) 4 SCC 266***

> "24. The literal rule of interpretation really means that there should be no interpretation. In other

> words, we should read the statute as it is, without distorting or twisting its language. We may mention here that the literal rule of interpretation is not only followed by Judges and lawyers but is also followed by the layman in his ordinary life. To give an illustration, if a person says "This is a pencil", then he means that it is a pencil; and it is not that when he says that the object is a pencil, he means that it is a horse, donkey or an elephant. In other words, the literal rule of interpretation simply means that we mean what we say and we say what we mean. If we do not follow the literal rule of interpretation, social life will become impossible, and we will not understand each other. If we say that a certain object is a book, then we mean it is a book. If we say it is a book, but we mean it is a horse, a table or an elephant, then we will not be able to communicate with each other. Life will become impossible. Hence, the meaning of the literal rule of interpretation is simply that we mean what we say and we say what we mean."

16. A Court cannot read into the provisions of an enactment to arrive at a different meaning from what the words in the statute suggest. The intention can only be inferred from the words used and cannot draw inferences contrary to the meaning of the words unless permitted by law to refer to aids to interpretation.

17. Under the DVC Act, as already stated supra, the reliefs are segregated under different provisions from Sections 18 to 22 of the Act, and there is a clear demarcation. If the legislature had intended that any breach of the order made while granting reliefs under Sections 18 to 22 be punishable under Section 31, the same would have been said in clear terms. Since there is no ambiguity in any of the reliefs that can be granted under the DVC Act and clearly demarcated, the Courts need not search for any other interpretation other than the actual meaning of the words.

18. Section 31 of the DVC Act prescribes a penalty for breach of a protection order made under Section 18. The said provision cannot be read as a penalty for residence orders under Section 19, monetary reliefs under Section 20, custody orders under Section 21 or compensation orders under Section 22.

19. The Learned Magistrate has relied on Rule 15(7) of the Protection of Women from Domestic Violence Rules, 2006 (for short 'the Rules of 2006').

> "Rule 15(7) Any resistance to the enforcement of the orders of the court under the Act by the respondent or any other person purportedly acting on his behalf shall be deemed to be a breach of a protection order or an interim protection order covered under the Act."

20. Rule 15 is for 'Breach of Protection Orders' granted under section 18 of the Act. Under Rule 15(7), if there is any resistance to the enforcement of the protection order as ordered by the Court, either the respondent or any other person acting on his behalf can be dealt with under Section 31 of the Act. It is incorrect, as found by the learned Magistrate, that Rule 15(7) of the Rules applies to every violation under the DVC Act and can be prosecuted under Section 31 of the Act.

21. With great respect, the findings and interpretation in ***Surya Prakash v. Smt. Rachna's case*** (supra) of the Madhya Pradesh Court and ***Vincent Shanthakumar v. Smt. Christina Geetha Rani's case*** (supra) of the Karnataka High Court, for the reasons discussed above, cannot be accepted.

22. Therefore, there is a force in the submission of Ms Aprajita that the learned Magistrate erred in referring the application to the police under Section 156(3) of Cr.PC. The police

could not have registered the FIR for the breach of the monetary order.

23. Consequently, the present petition is allowed and the FIR number 9/2018 dated 7th January 2018 registered at Police Station, Manali District Kullu and consequential proceedings arising out of the said FIR are ordered to be quashed.

24. Petition stands disposed of in the above terms, so also pending applications, if any.

25. Parties are permitted to produce a copy of this judgment, downloaded from the webpage of the High Court of Himachal Pradesh before the authorities concerned, and the said authorities shall not insist on the production of a certified copy but if required, may verify passing of the order from Website of the High Court.

(Rakesh Kainthla)
Judge

25th April, 2025
(Chander)