2026 INSC 731

NON-REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. OF 2026
(ARISING OUT OF SLP (C) NO.19770 OF 2025)

[redacted] **... APPELLANT(S)**

VERSUS

[redacted] **... RESPONDENT(S)**

J U D G M E N T

AUGUSTINE GEORGE MASIH, J.

1. Leave granted.

2. The instant Appeal assails the judgment and order dated 07.03.2025 ("Impugned Judgment") passed by the High Court of Karnataka at Bengaluru ("High Court"), whereby the High Court dismissed the Miscellaneous First Appeal No. 1221 of 2024 (FC) preferred by the Appellant-wife under Section 19(1) of the Family Courts Act, 1984 and affirmed the order dated 03.01.2024 passed by the III Additional

Principal Judge, Family Court at Bengaluru ("Family Court") in Execution Petition No. 30 of 2022, vide which the Execution Petition filed by the Appellant-wife was dismissed.

3. Brief facts are that the marriage of the Appellant-wife and the Respondent-husband was solemnised on 07.05.2000 at Bengaluru as per the Hindu rites. A son, namely, Aarav C. Balaji, was born out of their wedlock on 20.03.2006. On account of differences having arisen between the parties, they started residing separately from 13.09.2011. The parties, thereafter, jointly filed a petition being M.C. No. 3644 of 2013 under Section 13B of the Hindu Marriage Act, 1955 before the Family Court seeking dissolution of their marriage by mutual consent. A Settlement Petition dated 29.08.2015 came to be filed setting out the terms mutually agreed upon between the parties, and the Family Court, vide judgment and decree dated 29.08.2015, dissolved the marriage in terms thereof.

4. The controversy in the instant Appeal revolves

around the true construction of Clauses 8, 9 and 10 of the said Settlement Petition, wherein the Respondent-husband has been described as "first Petitioner" and the Appellant-wife as "second Petitioner". It would be apposite to reproduce the said clauses, which read as under:

> *"8. The first Petitioner has agreed to give Rs. 2,20,00,000/- (Rupees Two crore twenty lakhs only) to the second Petitioner towards maintenance to his minor son which shall be paid by disposing first Petitioner's immovable properties which are stated as detailed here under:*
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> > *a. The first Petitioner agreed to pay Rs. 50,00,000/- towards part of Rs. 2,20,00,000/- on or before 31.12.2015.*
> >
> > *b. The second installment of Rs. 50,00,000/- on or before 30.06.2016.*
> >
> > *c. The third installment amount of Rs. 50,00,000/- on or before 31.12.2016 and remaining balance of Rs. 70,00,000/- agreed to pay on or before 30.06.2017.*
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> *9. That, the first Petitioner has agreed to pay 20% of his annual income inclusive of monthly salary, bonus, stock options and other forms of income received from the Employer after deduction of statutory dues as maintenance amount to his minor son. This will be paid by him to the second petitioner for spending the same by her towards education, maintenance and other expenses of the minor son.*
>
> *10. The first Petitioner agreed to pay Rs. 2 Crore towards maintenance of the minor son as*

stated in clause No. 8 out of which first Petitioner agreed to pay Rs. 1 Crore on or before 30.06.2016. ***After the payment of Rs. 1 Crore, the first Petitioner need not pay any further amount towards maintenance*** *and also agreed to settle the balance of Rs. 1,20,00,000/- (Rupees One crore twenty lakhs only) on or before 30.06.2017."* ***(emphasis supplied)***

5. It is not in dispute that the entire sum agreed under Clause 8 stands paid by the Respondent-husband, the last installment having been paid on 28.07.2017. The High Court has noticed, as an undisputed position, payment of a total sum of Rs. 2,53,93,700/- by the Respondent-husband towards maintenance of the son.

6. The Appellant-wife, on 09.03.2022, instituted Execution Petition No. 30 of 2022 before the Family Court under Section 36 read with Order XXI Rule 10 of the Code of Civil Procedure, 1908 read with Section 28A of the Hindu Marriage Act, 1955 seeking enforcement of Clause 9 of the Settlement Petition, praying therein, inter alia, for a direction to the Respondent-husband to pay twenty per cent of his annual income along with interest, and for coercive steps in aid

of recovery thereof.

7. The Family Court, vide order dated 03.01.2024, dismissed the Execution Petition, inter alia, holding that a combined reading of Clauses 8, 9 and 10 of the Settlement Petition makes it clear that upon payment of Rs. 1,00,00,000/-, the Respondent-husband was not required to pay any further amount towards maintenance, and accordingly, Clause 9 became ineffective and inoperative upon such payment. The Appellant-wife had admitted receipt of the entire sum of Rs. 2,20,00,000/-, the last payment having been made on 28.07.2017 and the conduct of the Appellant-wife, in not insisting upon payment of twenty per cent of the annual income of the Respondent-husband from 2017 to 2022, leads to the inference that she was herself aware that Clause 9 had become ineffective upon payment of the entire settlement amount.

8. Aggrieved and dissatisfied with the order passed by the Family Court, the Appellant-wife preferred an appeal being Miscellaneous First

Appeal No. 1221 of 2024 (FC) under Section 19(1) of the Family Courts Act, 1984 before the High Court. The High Court, vide the Impugned Judgment, dismissed the said appeal.

9. The High Court held that a plain reading of Clauses 8, 9 and 10 of the Settlement Petition makes the agreement between the parties clear: until the Respondent-husband paid the sum of Rs. 1,00,00,000/-, he was required to pay twenty per cent of his annual income as maintenance; after payment of the said sum, the requirement of paying twenty per cent of the annual income towards maintenance does not arise, and the balance of Rs. 1,20,00,000/- was thereafter payable on or before 30.06.2017. The finding of the Family Court that Clause 9 becomes ineffective upon payment as per Clause 10 is "just and proper and in consonance with the clear terms of the compromise petition", which is also fortified by the conduct of the parties.

10. The High Court further observed that nothing was placed on record to show that, soon after

payment of Rs. 2,20,00,000/- and till the filing of the Execution Petition, the Appellant-wife had demanded payment of twenty per cent of the annual income of the Respondent-husband, which would have been the conduct of a prudent man in the natural course of events.

11. Hence, the Appellant-wife is before this Court by way of the present Appeal. During the pendency of the proceedings, this Court, vide order dated 22.01.2026, directed the parties to place on record their latest income-tax returns, particulars of their cost to company and details of their immovable properties. On 30.01.2026, this Court interacted with the son of the parties in chambers, wherein he expressed his desire to pursue higher education abroad in the field of Electrical Engineering and Chip Design Research.

12. Thereafter, vide order dated 28.04.2026, with the consent of the parties and as an interim measure, the Respondent-husband was directed to transfer a sum of Rs. 1,00,00,000/- on or before 04.05.2026 towards securing

admission of the son in a foreign university for the Academic Session 2026-2027, the said amount to be retained until further orders of this Court. The said direction stands complied with, the amount having been transferred in two tranches of Rs. 50,00,000/- each on 30.04.2026 and 01.05.2026 to the account of the son.

13. The learned senior counsel appearing for the Appellant-wife submits that Clause 9 of the Settlement Petition is an independent, continuing and enforceable obligation, distinct from Clause 8, requiring the Respondent-husband to pay twenty per cent of his annual income towards education, maintenance and welfare of the son till he attains the age of twenty-three years or completes his post-graduation, whichever is earlier. If Clause 9 were to be treated as having been extinguished upon payment under Clause 8, its express terms would be rendered redundant, which would be contrary to the settled principle that no part of an instrument ought to be reduced to surplusage.

14. The learned senior counsel further submits that Clause 10 cannot be read so as to extinguish Clause 9. Clause 10 was concerned only with cessation of a pre-existing monthly arrangement upon payment of the first tranche under Clause 8, and the periodical payments relied upon by the Respondent-husband as compliance with Clause 9 were, in fact, referable to the said monthly arrangement and not to the income-linked obligation under Clause 9. On this basis, it is urged that the Respondent-husband has failed to demonstrate compliance with Clause 9, and that the Execution Petition, having been filed within the period of twelve years prescribed under Article 136 of the Limitation Act, 1963, could not have been thrown out on the ground of delay, the obligation being a continuing one.

15. The learned senior counsel has relied upon the decisions in ***Kirti Malhotra v. M.K. Malhotra***[1] and ***Jayvardhan Sinh Chapotkat v. Ajayveer***

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[1] 1995 Supp (3) SCC 522

Chapotkat[2] to contend that the obligation of a father to maintain his son, particularly one who is pursuing his studies and is dependent, subsists even after the son attains majority. It is also contended that where the clauses of an instrument are in conflict, the earlier clause must prevail over the later, and reliance in this regard has been placed upon the decisions in ***Ramkishorelal and Another v. Kamal Narayan***[3] and ***Radha Sundar Dutta v. Mohd. Jahadur Rahim and Others***[4].

16. Lastly, drawing attention to the disparity in the financial position of the parties and the educational requirements of the son, the learned senior counsel prays that the Impugned Judgment and the order of the Family Court be set aside; that Clause 9 be declared an independent and continuing obligation and the matter be remanded for computation and enforcement; and, in the alternative, that this Court, in exercise of powers under Article 142 of

[2] 2014 SCC Online Bom 465
[3] 1962 SCC Online SC 113
[4] 1958 SCC Online SC 38

the Constitution of India, create a one-time corpus of approximately Rupees Six Crore to Rupees Six Crore Fifty Lakh towards higher education of the son.

17. Per contra, learned senior counsel appearing for the Respondent-husband vehemently opposing the Appeal submits that there exists no conflict amongst Clauses 8, 9 and 10 and that the three clauses constitute a single composite arrangement. Clause 8 fixes the total lump sum of Rs. 2,20,00,000/- as full and final settlement. Clause 9 provides only an interim and transitional maintenance of twenty per cent of the annual income pending payment of the first Rs. 1,00,00,000/- and Clause 10 marks the point of termination whereupon all further maintenance obligations cease and only the balance of Rs. 1,20,00,000/- remains payable. The commercial logic of the arrangement also supports such construction inasmuch as Clause 9 secured interim support for the son while the Respondent-husband liquidated his immovable properties to arrange funds for the

lump sum contemplated under Clause 8. The construction urged on behalf of the Appellant-wife, of a standalone and perpetual income-linked obligation, would render the express discharge language of Clause 10 entirely futile and negate the very concept of a full and final settlement.

18. It is further submitted that the structure of the settlement itself repels the construction canvassed by the Appellant-wife. The original joint application dated 31.08.2013 contemplated an exclusively periodic arrangement, namely, payment of twenty per cent of the annual income towards maintenance and education of the son till he attained the age of twenty-three years or completed his post-graduation, with no lump-sum component whatsoever. The Settlement Petition dated 29.08.2015, on the other hand, introduced a structurally different mechanism, that is, a defined lump sum of Rs. 2,20,00,000/- payable in time-bound installments coupled with the express discharge under Clause 10, being a

deliberate restructuring designed to achieve finality. It has also been pointed out that the Settlement Petition was drafted by the father of the Appellant-wife, a practising advocate who represented the parties in the matrimonial proceedings, and therefore, the Appellant-wife cannot now be permitted to ascribe to its terms a meaning different from what the parties understood and acted upon.

19. On the aspect of compliance, it is submitted that the entire sum of Rs. 2,20,00,000/- stands paid between 24.02.2016 and 28.07.2017. Twenty per cent of the annual income was, in fact, paid between 25.09.2015 and 16.08.2016, that is, till completion of payment of the first Rs. 1,00,00,000/-, and the same was accepted by the Appellant-wife without any protest. An additional sum of Rs. 1,20,000/- was paid to compensate for the delay of two months in completing the first installment. In the aggregate, the Respondent-husband has paid a sum of Rs. 2,55,13,700/- since separation of the parties, which is stated to be in excess of his

liability under the Settlement Petition. Further, as part of the settlement, the Respondent-husband conveyed to the Appellant-wife the residential property at J.P. Nagar, Bengaluru, free of encumbrance, vide registered Release Deed dated 01.06.2016, which property is valued by the Appellant-wife herself at Rs. 6,00,00,000/-.

20. Adverting to the conduct of the parties, it is submitted that the Execution Petition came to be filed on 09.03.2022, that is, approximately six and a half years after the decree and nearly five years after the last payment, and during the said interregnum, no demand whatsoever was raised by the Appellant-wife towards payment of twenty per cent of the annual income. Such silence, according to the learned senior counsel, stands in irreconcilable contrast with her own established conduct, including her electronic mail dated 19.08.2015 promptly demanding settlement of a pending sum of Rs. 1,80,000/- and her application in the matrimonial proceedings seeking impounding of the passport

of the Respondent-husband, which demonstrates that she was prompt and meticulous in pursuing amounts genuinely due to her. She sought closure of the joint bank account on 16.01.2017 without any reservation. She executed a registered Release Deed dated 30.08.2021 in favour of the Respondent-husband in respect of the Mantri Synergy apartment at Chennai, followed by a No-Objection Letter dated 31.08.2021, without any protest or reservation, and vide her affidavit dated 04.07.2023 filed before the Family Court, acknowledged receipt of Rs. 2,20,00,000/- as per Clause 8 of the settlement. On this material, the principles of laches, acquiescence, waiver and estoppel have been pressed into service. It is urged that the belated claim is nothing but an afterthought, having been filed after the Appellant-wife learnt of the remarriage of the Respondent-husband and the birth of his daughter, and that the concurrent findings, being neither perverse nor manifestly unjust, warrant no interference under Article 136 of the Constitution of India.

21. On equities, it is submitted that the settlement was a negotiated one between two financially independent and legally advised parties, both being high-earning at the time of the divorce, and must, therefore, be treated as a full and final resolution of the claims inter se. The comparative financial position of the parties, their incomes, deductions and immovable assets, stands set out in Schedules B and C to the written submissions. The Respondent-husband, presently aged 55 years, is the sole earning member of his present household, bearing the responsibility of his wife and two young children, one of whom suffers from epilepsy, apart from servicing a substantial mortgage on his dwelling house.

22. Lastly, it is submitted that the Respondent-husband, acting out of paternal concern for the welfare of his son and not under any legal obligation or liability, relinquishes any right to seek return or reimbursement of the sum of Rs. 1,00,00,000/- transferred in compliance with the order dated 28.04.2026 and does not claim

the same back, without prejudice to his rights and contentions and to his stand that no additional payment is liable to be made under the Settlement Petition.

23. We have heard the learned senior counsel for the respective parties at length and with their assistance have gone through the relevant pleadings, the material on record and the written submissions filed on behalf of both the sides. The issue that arises for consideration can be carved out as follows: *'Whether Clause 9 of the Settlement Petition dated 29.08.2015 constitutes an independent and continuing obligation surviving the payments made under Clauses 8 and 10 thereof, or stood satisfied and ceased to operate upon such payments; and consequently, whether the concurrent findings of the Family Court and the High Court warrant interference under Article 136 of the Constitution of India?'*

24. Before adverting to the above issue, it is required to be noted that the proceedings from which the instant Appeal arises are execution

proceedings. The Execution Petition was instituted for enforcement of a decree passed in terms of a settlement. It is well settled that the executing court cannot go behind the decree; it is to execute the decree as it stands and cannot embark upon a fresh adjudication of the rights of the parties. The enquiry, therefore, remains a limited one, namely, whether on a true construction of the settlement, the obligation stated to have been left unsatisfied subsists and remains enforceable, and not whether a larger or a different provision ought now to be made.

25. Reverting to the construction of the clauses, the language of Clause 10 is plain and admits of no ambiguity. Upon payment of the sum of Rs. 1,00,00,000/- out of the amount agreed under Clause 8, the Respondent-husband "need not pay any further amount towards maintenance". The expression is comprehensive and unqualified. It is neither confined to maintenance of any particular description nor does it carve out the income-linked maintenance provided under Clause 9. The

maintenance contemplated under Clause 9 is, on the very text of the said clause, maintenance paid for the son and would, therefore, squarely fall within the discharge worked by Clause 10. Admittedly, the sum of Rs. 1,00,00,000/- stands paid. The plain consequence which follows is that upon such payment, the obligation to pay twenty per cent of the annual income ceased to operate, and what remained was the balance lump-sum payment under Clause 8, which too stands paid.

26. A combined reading of Clauses 8, 9 and 10 discloses a single interlocking arrangement and not three independent obligations. Clause 8 fixes the total quantum of maintenance. Clause 9 provides an interim income-linked mechanism to secure maintenance of the son during the period over which the lump sum under Clause 8 was being paid in installments. Clause 10 identifies the point of discharge, namely, once Rs. 1,00,00,000/- stood paid, the interim mechanism came to an end and only the balance under Clause 8 remained payable. So

construed, every clause is given full effect. The contention that such a reading reduces Clause 9 to surplusage is misconceived. Rather, it is the construction canvassed on behalf of the Appellant-wife, that is, of Clause 9 being a permanent obligation wholly independent of the lump sum, which would denude Clause 10 of all its content, for its words of discharge would then have nothing to operate upon. It is a settled canon of construction that an interpretation which renders an express clause otiose is to be eschewed in favour of the one which gives effect to the instrument as a whole.

27. The antecedent history of the settlement fortifies the above construction. The joint application dated 31.08.2013, whereunder the matrimonial proceedings were instituted, contemplated a purely periodic arrangement of payment of twenty per cent of the annual income towards maintenance and education of the son, without any lump-sum component. The Settlement Petition dated 29.08.2015 substituted the said arrangement with a defined capital sum of Rs.

2,20,00,000/- payable in time-bound installments together with the express discharge under Clause 10. The parties, thus, consciously moved from an open-ended income-linked structure to a capital settlement designed to achieve finality. To read Clause 9 as preserving, in parallel with the capital sum, the very periodic obligation which the settlement replaced would amount to undoing the restructuring which the parties themselves brought about.

28. The conduct of the parties, adverted to by both the Courts below, is consistent with and reinforces the above construction. The entire amount under Clause 8 stood paid by 28.07.2017. The Execution Petition came to be filed only on 09.03.2022. During the intervening period of nearly five years, no demand was raised by the Appellant-wife towards payment of twenty per cent of the annual income. Had Clause 9 been understood by the parties as a subsisting income-linked obligation yielding recurring annual payments, the absence of any

demand over such a long period would be difficult to explain, more so in the case of the Appellant-wife, whose own communication dated 19.08.2015, demanding prompt settlement of a pending sum of Rs. 1,80,000/-, shows that she was not given to letting the amounts due to her go unasked. The High Court has rightly observed that contemporaneous insistence upon such payments would have been the conduct of a prudent man in the natural course of events. The registered Release Deed dated 30.08.2021 executed by the Appellant-wife in favour of the Respondent-husband in respect of the apartment at Chennai, the No-Objection Letter dated 31.08.2021 issued by her without any protest or reservation, and her affidavit dated 04.07.2023 acknowledging receipt of Rs. 2,20,00,000/- as per Clause 8 without any reservation with respect to Clause 9, all point in the same direction.

29. Insofar as the submission founded upon Article 136 of the Limitation Act, 1963 is concerned,

the same does not advance the case of the Appellant-wife. Neither the Family Court nor the High Court dismissed the claim as barred by limitation. The delay was noticed not as a ground of limitation but as a circumstance illuminating the common understanding of the parties with regard to the meaning and operation of the settlement. The question being one of construction and discharge and not of limitation, the period of twelve years available for execution is beside the point.

30. Equally, the controversy as to whether the periodical payments made by the Respondent-husband represented compliance with Clause 9 or were referable to a pre-existing monthly arrangement, and the arithmetic canvassed on either side in that regard, does not survive the construction adopted hereinabove. Once it is held that on a true reading of Clauses 8, 9 and 10 the income-linked obligation ceased upon payment of Rs. 1,00,00,000/-, it becomes unnecessary to determine the precise character of the said periodical payments, as nothing

turns upon it. For the same reason, we do not consider it necessary to examine the further pleas of estoppel, waiver, acquiescence and motive urged on behalf of the Respondent-husband, the construction of the settlement, fortified by the conduct noticed hereinabove, being sufficient for disposal of the present Appeal.

31. The decisions relied upon by the learned senior counsel for the Appellant-wife for the proposition that an earlier clause prevails over a later one do not come to her aid. The said rule of construction is attracted only where two clauses are so repugnant to each other that they cannot possibly be reconciled. No such repugnancy exists in the present case. Clause 10 neither contradicts nor derogates from Clause 9; it merely marks the point at which the interim obligation under Clause 9 comes to an end. Clauses 8, 9 and 10 stand together as a coherent whole and admit of a harmonious reading. The decisions in ***Ramkishorelal***

(supra), ***Radha Sundar Dutta (supra)***, therefore, do not assist the Appellant-wife.

32. The decisions in ***Kirti Malhotra (supra)*** and ***Jayvardhan Sinh Chapotkat (supra)***, pertaining to the subsistence of the obligation of a father to maintain a dependent child, equally do not carry the case of the Appellant-wife any further in the present proceedings. The Execution Petition seeks enforcement of a specific covenant of a concluded consent decree. Where, on its true construction, the said covenant stands satisfied, a general obligation to maintain cannot be invoked in execution to revive a discharged term or to substitute therefor a fresh and larger provision. The general principle, whatever be its content, cannot be made a vehicle for rewriting the terms of a settlement which the parties themselves arrived at and acted upon.

33. What remains is the scope of interference under Article 136 of the Constitution of India. The Family Court as also the High Court, on a concurrent appreciation of the same material,

have placed upon the settlement a construction which is natural, harmonious and fortified by the conduct of the parties. It is well settled that this Court, in exercise of its discretionary jurisdiction under Article 136 of the Constitution of India, does not reappreciate the material or disturb concurrent findings merely because a different view is possible, and interference is called for only where the findings are shown to be perverse or founded upon a manifest error or misreading of the record. No such infirmity has been demonstrated before us. The construction adopted by the Courts below, in our considered view, is not merely a plausible one but the correct one, and there is, thus, no warrant for interference.

34. As a necessary corollary, the prayer for creation of a corpus towards higher education of the son in exercise of powers under Article 142 of the Constitution of India cannot be acceded to. Issuance of such a direction would, in substance, amount to recasting a settlement which stands performed and discharged, and undertaking, in execution, a fresh

determination of the quantum of maintenance, a course not open in the present proceedings. The jurisdiction under Article 142 of the Constitution of India, wide as it is, cannot be employed to supplant the concluded and acted-upon terms of a consensual arrangement between the parties.

35. This Court is, nonetheless, not unmindful of the aspirations of the son, with whom it had the occasion to interact, and of his desire to pursue higher education abroad. It is in this context relevant that the Respondent-husband, who has throughout maintained that his obligations under the Settlement Petition stand discharged, deposited a sum of Rs. 1,00,00,000/- in the account of the son in compliance with the order dated 28.04.2026 and has, vide his written submissions dated 01.07.2026, expressly relinquished any right to seek return or reimbursement of the said sum, stating that the same is not claimed back and may be applied towards the welfare of the son. The said submission, having been made in the interest of the son, deserves to be recorded and given effect

to. It is, however, referable to the volition of the Respondent-husband and not to any subsisting liability under Clause 9 which, for the reasons recorded hereinabove, stands satisfied.

36. The issue as framed in paragraph 23 above stands answered as follows: 'Clause 9 of the Settlement Petition dated 29.08.2015, being an interim and transitional obligation, stood satisfied and ceased to operate upon the payments made in terms of Clauses 8 and 10 thereof, qua which the concurrent findings of the Family Court and the High Court warrant no interference under Article 136 of the Constitution of India.'

37. In view of the foregoing discussion and findings recorded hereinabove, we find no merit in the present Appeal. The concurrent findings recorded by the Family Court vide order dated 03.01.2024 and by the High Court vide the Impugned Judgment dated 07.03.2025, that the obligation under Clause 9 of the Settlement Petition dated 29.08.2015 stood satisfied upon payment of Rs. 2,20,00,000/- under Clauses 8

and 10 read together, are affirmed. The prayer for setting aside the Impugned Judgment and the order of the Family Court is, accordingly, rejected.

38. The prayer for a declaration that Clause 9 is an independent and continuing obligation, and for remand of the matter for computation and enforcement, also stands rejected.

39. The prayer for creation of a corpus towards higher education of the son in exercise of powers under Article 142 of the Constitution of India stands declined.

40. It is recorded that the Respondent-husband has, in compliance with the order dated 28.04.2026, deposited a sum of Rs. 1,00,00,000/- (Rupees One Crore only), in two tranches of Rs. 50,00,000/- each transferred on 30.04.2026 and 01.05.2026, in the account of the son, Aarav C. Balaji, maintained with the HDFC Bank, J.P. Nagar Branch (Account No. 99999920032006), and has, vide his written submissions dated 01.07.2026, relinquished

any right to seek return or reimbursement thereof. The said submission is recorded and accepted.

41. The said sum of Rs. 1,00,00,000/- (Rupees One Crore only) shall stand available to the son, Aarav C. Balaji, for his higher education. The Appellant-wife shall ensure that the said amount is utilised solely towards the educational expenses of the son.

42. As a consequence of the above, the present Appeal stands dismissed in the above terms.

43. There shall be no order as to costs.

44. Pending application(s), if any, shall stand disposed of.

……………………………………….J.
[SANJAY KAROL]

……………………………………….J.
[AUGUSTINE GEORGE MASIH]

NEW DELHI;
JULY 21, 2026.