

**HIGH COURT OF TRIPURA
AGARTALA**

Crl.Rev.P. No.32 of 2025

Sri Kyajairi Mog, S/o Late Bachu Mog, resident of Vill- Guachand Mog Para,
P.O. Guachand, P.S. Manubazar, District- South Tripura

.....Petitioner(s);

Versus

1. Smti Snaong Mog, W/o Sri Kyajairi Mog, P.S.- Manubazar, District- South Tripura, Present address: C/o Smti Bela Mog, Vill- Aloy Chara (West Manu), P.S. Santirbazar, Dist: South Tripura

2. The State of Tripura, service through the Public Prosecutor, High Court of Tripura, Agartala

.....Respondent(s).

For Petitioner(s) : Mr. Bibek Banerjee, Advocate.

For Respondent(s) : Mr. Rajib Saha, Addl. Public Prosecutor.

HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH

Order

20/06/2025

Heard Mr. Bibek Banerjee, learned counsel for the petitioner-husband and Mr. Rajib Saha, learned Additional Public Prosecutor for the respondent No.2-State.

2. In Maint 36 of 2022 instituted by the petitioner/respondent No.1-wife herein, interim maintenance was awarded earlier in her favour @ Rs.4000/- per month vide order dated 24.06.2024, but the petitioner herein admittedly accepted his default in regular payment and gave commitment to the Court that the balance amount of Rs.40,000/- would be paid to the petitioner/respondent No.1 herein within two months when the final judgment dated 05.03.2025 was passed by the learned Family Court, Belonia, South Tripura disposing of the maintenance case by enhancing the interim maintenance to Rs.6000/- per month in her favour. While doing so, the learned Court took into account the irregularity in payment of the interim maintenance by the OP/petitioner-husband and prescribed a procedure by which the said sum

would be deducted from his salary bill from the month of April, 2025 onwards by his Drawing and Disbursing Officer (DDO) and remitted to the savings account bearing No.41502214837 of the petitioner/respondent No.1 wife at SBI, Assam Rifles Branch. Petitioner is aggrieved by the direction prescribing the mode of payment by deduction from his salary bill and remittance to the account of respondent No.1 by his DDO.

3. Learned counsel for the petitioner submits that there has been no default in payment of the current maintenance. Moreover, the arrear of interim maintenance of Rs.40,000/- has also been paid. These statements are made orally though there is no specific statement as such in the instant revision petition. He submits that for no deliberate default in making payment, such a course has been prescribed which tends to lower his image in the office of his employer. He further submits that such a mode of payment could have been prescribed had there been any repeated default in making payment. He relies upon a decision of the learned Single Bench of this Court in the case of ***Ratan Debnath v. Sumitra Debnath*** reported in (2015) 1 TLR 793. He also submits that the petitioner is ready to make the remittance to the account of respondent No.1 by 7th day of every following month. Current maintenance has been paid till the month of June, 2025 as per the impugned direction. The order may, therefore, be suitably modified.

4. Learned Additional Public Prosecutor submits that the learned Court has taken note of the default in payment of interim maintenance by the petitioner and, therefore, prescribed the mode of deduction from his salary bill so that respondent No.1 does not suffer on account of irregularity in paying the

maintenance awarded to her. Irregularity or delay in making payment of maintenance would obviously cause serious pecuniary issues to the respondent No.1 which the learned Court has consciously chosen to safeguard. Therefore, the impugned directions do not suffer from any irregularity or illegality or impropriety which may be interfered in the revisional jurisdiction by this Court. He however also submits that the respondent No.1 has not yet been noticed on this issue to take a stand.

5. I have considered the submission of learned counsel for the petitioner and learned Additional Public Prosecutor and taken note of the materials placed both from the record and also perused the impugned order.

The petitioner is not aggrieved by the quantum of maintenance of Rs.6000/- awarded in favour of respondent No.1-wife. Apparently, he has made an issue regarding the mode of payment. There is a background on account of which, the learned Family Court has prescribed that mode. It is, therefore, not that the prescription of the mode has been made at one go or there is no instance of default in making payment of interim maintenance by the petitioner earlier during proceedings of this case. The judgment rendered in the case of ***Ratan Debnath*** (supra)¹ is in a context where there was disobedience of the direction to pay maintenance under Section 125 Cr.P.C. wherein the learned Court opined that in case of any non-payment, recourse to enforcement of the order of maintenance is available under Section 128 Cr.P.C. However, there cannot be any presumption as regards the non-payment. The facts of the said case are obviously distinguishable from the present case at hand. However, upon consideration of the matter, if the mode of payment is modified to the

¹ (2015) 1 TLR 793

extent indicated hereinafter, the interest and rights of the respondent No.1 won't be affected in any manner. If the petitioner-husband makes the payment of the current maintenance awarded in favour of respondent No.1-wife by 6th day of each month and submit a receipt in proof thereof to his DDO, then such deduction may not be required to be made. Otherwise the DDO of the petitioner would be well within his authority to deduct the amount of maintenance of Rs.6,000/- from his salary and remit it to the savings bank account of the respondent No.1-wife latest by 10th day of that month. This modification in the mode of payment in the opinion of the Court shall not adversely affect the interest of the respondent No.1. Therefore, the matter is being disposed of at this stage itself.

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

(APARESH KUMAR SINGH), CJ

Pijush/

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