

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 10613 OF 2014

SHILA @ LILABAI SURYAKANT KHARE
VERSUS
SURYAKANT BANSHILAL KHARE

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Advocate for Petitioner : Shri Patil Kuldeep
Advocate for Respondents : Shri Joshi Amol R.
a/w Shri Deshmukh Rajendra S.

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CORAM : RAVINDRA V. GHUGE, J.
Dated: March 04, 2015

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PER COURT :-

1. On 9.2.2015, I had passed the following order:-

"1. Learned Advocate for the petitioner points out from page Nos.47 and 49, which are the statements made by the respondent before the Police Station admitting that the petitioner is his wife and Meera is his daughter.

2. he petitioner also points out from the order passed below Exh.5 in RCS No.296/2005 dated 29/04/2006 that the application for injunction, filed by the respondent / husband, has been rejected.

3. The petitioner submits that the respondent is now retired from Government service and draws a pension of about Rs.70,000/- per month. Learned Advocate for the petitioner also indicates page No.23, which is a statement of GPF account. Despite these documents, the Family Court, by the impugned order dated 13/10/2014, has rejected the request of the petitioner for interim maintenance @ Rs.15,000/-.

4. At the request of the respondent, stand over to 13/02/2015 for further consideration. Matter to appear on the supplementary board. "

2. I have heard the learned Advocates for the respective sides. Issue is as regards the two prayers made by the petitioner, below Exhibit 5, in Petition No. C-12 of 2014. It is apparent that the petitioner has set out three prayers at Clauses (b), (c) and (c). By the impugned order dated 13.10.2014, the learned Family Court has dealt with the prayer of the petitioner as regards freezing the provident fund payments. That would constitute an answer to prayer clause (c)(c) below Exhibit 5. Exhibit 5 has thus been rejected to that extent. I find that the conclusion drawn by the Court to the extent of prayer clause (c)(c) is sustainable.

3. I do not find from the impugned order that the Family Court has in any way dealt with the prayer clause (b) set out by the petitioner as regards payment of Rs.15,000/- as interim maintenance.

4. In the light of the above, application Exhibit 5, deserves to be remitted back to the Family Court for a decision considering the prayer (b) made by the petitioner.

5. In the light of the above, this petition is partly allowed. Impugned order dated 13.10.2014 is set aside. The Family Court shall decide application Exhibit 5, only to the extent of the prayer clause (b) set out by the petitioner. Needless to state, any of the aggrieved parties, post

decision on Exhibit 5, shall be at liberty to take recourse to law. All contentions of the litigating sides are, therefore, kept open.

(RAVINDRA V. GHUGE, J.)

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