

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FAMILY COURT APPEAL NO. 179 OF 2013

Sou. Mrudula @ Piyu Vishal Chavan	..Appellant
v/s.	
Vishal Shankar Chavan	..Respondent

Mr. N.J. Patil for the Appellant.
Mr.U.B.Nighot, for the Respondent.

**CORAM : RANJIT MORE &
SMT. ANUJA PRABHUDESSAI,JJ.
DATED : JUNE 26, 2015.**

P.C.

1. Mr. Patil, learned Counsel for the appellant, having taking instructions from the appellant who is present in the Court makes a statement that he restricts this appeal to the challenge to the quantum of maintenance only and he is not challenging the divorce decree as well as the custody and access of minor son. Statement accepted.

2. By the impugned judgment and decree, the respondent-husband's petition was allowed party and the marriage between him and the appellant was dissolved on the ground of cruelty under Section 13(1)(1-A) of the Hindu Marriage Act. The respondent's

claim for permanent custody of the son was rejected. However, he was granted access of the son on the first and third Saturday of every month. The respondent was also directed to pay maintenance to the appellant at the rate of Rs.5000/- per month towards permanent alimony. In the light of the statement made herein above, we are restricting the scope of the appeal to the adequacy or otherwise of the amount of permanent alimony.

3. Mr. Patil, learned Counsel for the appellant invited out attention to the salary certificate which is annexed at page 118 to the compilation, and submits that the respondent is working as a professor in PVG College of Engineering and Technology, and his take home salary is Rs.34,873/-. Mr. Patil submits that in addition to the income by way of salary the respondent owns a chappal shop and is also earning handsome income from it. He lastly submitted that the amount of Rs.5000/- granted by the Family Court is too meagre and the same is required to be increased taking into consideration the income of the respondent.

4. Mr.Nigot, learned Counsel for the respondent, on the contrary submits that the amount of permanent alimony fixed by the family

court is after taking into consideration the appellant's conduct and and the respondent's income. He submits that the chappal shop is not owned by the respondent, but the same is owned by the respondent's father. Mr. Nighot, further submits that the respondent has to maintain his old parents. He lastly submitted that the appeal is devoid of any substance and therefore deserves to be dismissed.

5. Having considered the rival contentions, we are of the opinion that the amount of Rs.5000/- fixed by the Family Court towards permanent alimony deserves to be increased. The respondent is the only son of his parents. In para 4 of the cross examination, the respondent has admitted that he owns a chappalshop and there are no dependents on him. Though, there is no evidence on record about the income derived from the chappal shop, the fact remains that respondent is a Assistant Professor and earning an amount of Rs.35,000/- approximately as salary, in addition to the amount derived from the shop. The appellant is also an educated lady. She has completed her LLB and she has taken admission to post graduation course. The is no evidence on record about her income. She has to look after herself and the minor child.

6. Taking into consideration the status, needs and income of the parties, we are of the opinion that amount of Rs.10000/- would be just and fair by way of permanent alimony/maintenance to the appellant and the minor child. Accordingly, appeal is disposed of by passing following order:

- i) The impugned judgment and decree is same so far as it relates to the decree of divorce, custody and access of minor son is concerned.
- ii) So far as the permanent alimony is concerned, the impugned judgment and decree is modified in following terms. The respondent is directed to pay to the appellant and her minor son an amount of Rs.10,000/- (Ten Thousand Only) per month w.e.f. Date of presentation of this application.
- iii) The respondent shall clear all the arrears of maintenance within the period of four weeks and shall go on paying the monthly maintenance on or before 10th of every month.

(ANUJA PRABHUDESSAI, J.)

(RANJIT MORE, J.)