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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO.298 OF 2015
IN
FAMILY COURT APPEAL NO.108 OF 2011

Mrs. Sharvari Vilas Zimre	... Applicant
Vs.	
Shri Vilas Yadav Zimre	... Respondent

Mr. Satyajeet Anil Rajeshirke for the Applicant.
Mr. K.H. Giri for the Respondent No.1.
Mrs. S.V. Bharucha a/w Mr. D.R. Shah for the Respondent No.2.

CORAM : A.S. OKA &
A.A. SAYED, JJ.

DATE : 5th OCTOBER, 2016

PC.

1 There is no dispute that in view of subsequent payment made by the Respondent – husband prayer clause (b) is worked out. As far as prayer clause (c) is concerned, a direction to deposit a sum of Rs.1,500/- per month in the Recurring Deposit was issued under the order dated 1st October, 2014 for good reasons. The deposit was to be made in the name of the minor so that in future the said amount is available to the minor. Therefore, prayer clause (c) cannot be granted. The learned counsel appearing for the second Respondent Regional Passport Officer states that if a direction is issued by this Court to that

effect, necessary deduction can be made from the salary of the first Respondent. The first Respondent has no objection for grant of prayer clause (a). Hence, we pass the following order :-

ORDER

(i) Prayer clause (a) is granted which reads thus :-

(a) The Hon'ble Court pleased to direct respondent No.1 to deduct amount of Rs.10000/- every month from the monthly salary of respondent No.1 & directly deposit into bank A/c No.012410110003548 of the Applicant.”

(ii) We direct the Advocate for the Applicant to forward the cancelled cheque of the Bank Account of the Applicant to the first Respondent within a period of three weeks from today;

(iii) Prayer clause (b) is worked out and, therefore, the same does not survive. Prayer clause (c) stands rejected;

(iv) The second Respondent to act upon an authenticated copy of this order.

(A.A. SAYED, J)

(A.S. OKA, J)