

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

CIVIL APPLICATION NO. 301 OF 2010
 IN
 FAMILY COURT APPEAL NO. 162 OF 2010

Richa Gajenra Kokate.Applicant
 Versus
 Gajendra Dhondur Kokate.Respondent

Mr. Shashank C. Thatte for the Applicant.
 Mrs. Manjula Rao for the Respondent.

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

DATED : 16 JUNE 2016

P.C.:

Heard the learned Counsel appearing for the Applicant-wife and the learned Counsel appearing for the Respondent-husband. Learned Counsel appearing for the Applicant states that he is confining the prayer clause (a) to the prayer for grant of interim maintenance to the daughter. In support of the prayer for interim maintenance to the daughter at the rate of Rs.5000/- per month, a compilation of various documents was filed by the learned Counsel appearing for the Applicant-wife.

2. Learned Counsel appearing for the Applicant states that the minor daughter has recently passed the S.S.C. examination and she proposes to

join the Science stream with intention to join an Engineering Degree Course. On the last date, the learned Counsel appearing for the Respondent has placed on record his salary slip. The Respondent is employed as "Hawaldar" in the Central Excise and Customs Audit. The salary slip shows that the gross emoluments payable to the Respondent-husband for May 2016 are about Rs.33,270/-..

3. Without going into any dispute, the learned Counsel appearing for the Respondent, on instructions, states that without admitting the documents which were tendered in the form of the compilation by the Applicant, the Respondent is willing to pay the interim maintenance of Rs.5000/- per month to the daughter.

4. The submission of the learned Counsel appearing for the Applicant is that the maintenance at the said enhanced rate may be made payable from the date of filing of the Application i.e. 11 October 2010. The prayer is opposed by the learned Counsel appearing for the Respondent.

5. We are not entering into the disputed question in this Application whether the Applicant was and is employed, suffice to say that a reasonable amount required for the maintenance of a child studying in the

8th standard in a school in Mumbai will have to be considered. Therefore, it will be appropriate to grant a sum of Rs.5,000/- with effect from 1 January 2013.

6. As far as the prayer clause (b) is concerned, a direction is sought against the Respondent to make arrangement for residential premises for the Applicant and to the minor daughter. Various factual contentions are raised by the Applicant across the bar, for which there is no foundation in the Application. In the absence of any factual foundation supporting the prayer clause (b), we are unable to consider the prayer clause (b) on merits.

7. Hence, we dispose of the Application by passing the following order:

ORDER

(i) We direct the Respondent to pay the interim maintenance to the minor child at the rate of Rs.5,000/- per month with effect from 1 January 2013;

(ii) We grant time to the Respondent to pay the arrears upto 30 June 2016 till 30 September 2016;

(iii) From July 2016, the Respondent shall pay the interim maintenance at the rate of Rs.5,000/- to the Applicant regularly and punctually on or before the 10th day of every calendar month;

(iv) The account particulars of the Bank Account of the Applicant shall be furnished by the Advocate for the Applicant to the Advocate for the Respondent by the end of the month;

(v) We direct that the interim maintenance shall be directly transferred by the Respondent to the said Bank Account of the Applicant;

(vi) As regards the prayer clause (b), we grant liberty to the Applicant to take out a separate Application;

(vii) We make it clear that we have made no adjudication on any dispute regarding the documents forming the part of the compilation tendered by the learned Counsel for the Applicant on the last date;

(viii) The Application is disposed of in the above terms.

(A.A. SAYED, J.)

(A.S.OKA, J.)