

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 10877 OF 2015

Mr. Tejbahadur Umashankar Singh .. Petitioner  
vs.  
Mrs. Lalita Tejbahadur Singh .. Respondent

WITH  
WRIT PETITION (STAMP) NO. 22459 OF 2016

Mrs. Lalita Tejbahadur Singh .. Petitioner  
vs.  
Mr. Tejbahadur Umashankar Singh .. Respondent

Mr. Sandesh Patil i/b. Ms Anusha Amin for Petitioner in WP 10877 of 2015 and for Respondent in WP(ST) 22459 of 2016.

Mr. Rahul Singh i/b. Legal Catalyst for Petitioner in WP(ST) 22459 of 2016 and for Respondent in WP 10877 of 2015.

**CORAM : M. S. SONAK, J.**  
**DATE : 19 AUGUST 2016**

**P.C :**

1] Rule in both the writ petitions. With the consent of and at the request of the learned counsel for the parties, Rule is disposed of forthwith.

2] Writ petition no. 10877 of 2015 has been instituted by husband and writ petition (st) no. 22459 of 2016 has been instituted by the wife.

3] Both the petitioners challenge order dated 4 August 2015 made by the Family Court at Thane awarding interim maintenance of Rs.5,000/- to the wife from 1 April 2014. According to the husband, the amount of interim maintenance awarded is grossly excessive. However, according to the wife the amount of interim maintenance awarded is much on the lower side.

4] In the petition instituted by the husband, on 22 March 2016 by way of an ad interim protection, the husband was permitted to pay interim maintenance at the rate of Rs.2,000/- per month. Mr. Patil, learned counsel for the husband has made a statement that such interim maintenance has been regularly paid.

5] Mr. Patil has submitted that the husband is over 70 years of age and has already retired. Mr. Patil has also submitted that the investments made by the parties are in the joint names and on account of pendency of the disputes, neither of them are in a position to make use of such investments. Mr. Patil has submitted that from out of meagre pensionary benefits which husband draws, it will not be possible for the husband to honour the maintenance award of Rs.5,000/- per month.

6] On the other hand, Mr. Rahul Singh, learned counsel for the wife has submitted that the wife is unable to maintain herself and in fact there is presently urgent need of finances, in order to enable her to undergo cataract operations. For this purpose, learned counsel for the wife has submitted that the expenses would be in the range of Rs.60,000/-. Besides, learned counsel for the wife has submitted that even the award of Rs.5,000/- per month is on the lower side and on the basis of the material on record, the family court ought to have granted interim maintenance of at least Rs.25,000/- per month.

7] Having heard the learned counsel for the parties and perused the record, in my judgment, the impugned order requires some modification. However, it is to be noted that the impugned order only awards interim maintenance. The main application under section 18 of the Hindu Adoption and Maintenance Act 1957 (said Act) is already pending consideration. Accordingly, directions are issued to the family court to dispose of the main application under section 18 as expeditiously as possible and in any case within a period of six months from today. Both parties to cooperate with the family court in the matter of expeditious disposal of the main application. Further, in deciding the main application, family court need not be influenced by any observations in the impugned order

or for that matter any observations in the present order.

8] The amount of interim maintenance of Rs.5,000/- per month had been reduced to Rs.2,000/- per month vide ad interim order dated 22 March 2016 made by this court. The said order was made at the stage when the respondent wife had not been served. The amount of interim maintenance is however now enhanced to Rs.3,000/- per month. This increased maintenance of Rs.3,000/- will have to be operative from 1 January 2016. The husband to either pay directly to the wife or deposit arrears in the family court within a period of four weeks from today. Upon deposit, the wife shall be at liberty to withdraw such amount unconditionally.

9] In addition to the aforesaid, the parties are at liberty to encash the post office deposit in an amount of Rs.1,00,500/-, which is presently in the joint names of the parties and share the proceeds equally. This means that both the husband and wife will get an amount of approximately Rs.60,000/- or thereabouts. This court is informed that this post office deposit, which is referred to in the chart at paragraph 9 (entry no. 4) in writ petition no. 10877 of 2015 is already matured. It is however made clear that this is only an interim arrangement and the same is without prejudice to the rights and contentions of both the parties. This clarification will take care

of the apprehension expressed by learned counsel for the parties that such division in equal shares may not be invariably treated as a precedent merely because this court, by way of an interim arrangement has ordered the same. All the issues with regard to maintenance or share of investments shall be determined by the family court whilst deciding the main application under section 18, as aforesaid, in accordance with law and on its own merits.

10] With the aforesaid directions, both these petitions are disposed of. Rule is accordingly made absolute to the aforesaid extent in both these petitions. There shall be no order as to costs.

11] All concerned to act on basis of authenticated copy of this order.

**(M. S. SONAK, J.)**