

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

Civil Application NO. 23 OF 2015

IN

Family Court Appeal NO. 154 OF 2014

MRS. NISHA ANIL PATODIA ...Applicant(Org.Respondent)
In the matter of

MR. ANIL RATANLAL PATODIA ...Appellant.

vs.

MRS. NISHA ANIL PATODIA ...Respondent

Mr.Pradip Chavan with Ms.Manisha Loke, for the Applicant/Appellant.

Mr.Ranvir Shekhawat i/b. Raj Legal, for the Respondent.

**CORAM: A.S. OKA &
 G. S. KULKARNI, JJ**

DATED: 9th March, 2016

PC.:-

1. Heard the learned Counsel appearing for the parties. Prayer clause (a) is worked out in terms of order dated 23rd January,2015. As far as prayer clause (b) is concerned, the learned Counsel appearing for the Respondent – husband does not dispute that order dated 31st July,2014 in Civil Application No.216 of 2014 is still in

force and he is under an obligation to pay to the Applicant total maintenance of Rs.30,000/- per month as well as Rs.20,000/- per month towards rent for alternate accommodation. The learned Counsel for the Respondent is not disputing the liability of the Respondent to pay a sum of Rs.50,000/- per month.

2. All that prayer clause (b) seeks is that instead of sending the amount by cheque, the Respondent be directed to transfer the amount of Rs.50,000/- per month to the bank account of the Applicant-wife. Particulars of the bank account have been incorporated in the prayer clause (b) itself. We see no ground to reject this prayer. This arrangement will be convenient to both the parties.

3. There is no reply filed to this application which is filed on 7th November,2014. The objection raised by the learned Counsel appearing for the Respondent is not even worth reproducing in the order.

4. Accordingly, we dispose of the application:-

- (i) The prayer clause (a) stands disposed of in terms of order dated 23rd January,2015.
- (ii) Prayer clause (b) is granted with effect from April,2016.
- (iii) On the prayer made by the learned Counsel for the Respondent,

we direct that the Respondent shall transfer the amount in terms of prayer clause (b), to the account of the Applicant on or before 10th day of every calender year.

(G.S. KULKARNI, J)

(A.S. OKA, J)