

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Revision No.470 of 2017

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Guddu Yadav Son of Shyam Yadav, Resident of Village- Upraura, P.S.-
Bihar Shariff, District- Nalanda.

.... Petitioner/s

Versus

1. The State of Bihar.
2. Fullo Devi Wife of Guddu Yadav, Resident of Village- Upraura, P.S.-
Bihar Shariff, District- Nalanda. at present address, D/o late Sri Yadav,
Resident of Village- Musepur, P.S.- Rahui (O.P.) Bhagon Bigaha,
District- Nalanda.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Rajani Kant Pandey

For the Respondent/s : Mr. Sri Surendra Kumar

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CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR
ORAL ORDER

4 15-02-2018

The petitioner is aggrieved by the ex-parte judgment dated 17.03.2016 passed by the learned Principal Judge, Family Court, Nalanda at Bihar Sharif in Maintenance Case No. 152(M) of 2015 whereby the petitioner has been directed to pay a monthly sum of rupees five thousands to the opposite party No. 2, who is his wife, from the date of passing of the order.

Learned counsel for the petitioner has submitted that the order was passed behind his back and no summons were received by him for appearing in the aforesaid case. In support of the aforesaid contention, the learned counsel



for the petitioner has drawn the attention of this Court to an order passed on 29.03.2016 by a coordinate Bench of this Court in Cr. Misc. No. 52084 of 2015 whereby the petitioner was granted anticipatory bail, subject to his deposit of rupees two thousands per month in favour of the opposite party No. 2 from May 2016. At that time, the opposite party No. 2 was present in the Court proceedings but did not at all intimate the Court or the petitioner that an order of maintenance had already been passed on 17.03.2016.

The assessment of the income of the petitioner, it has been argued, is absolutely incorrect and the petitioner is not a driver but a cleaner of the truck and even though he has two bighas of land but the aforesaid property does not fetch him the amount of money which is alleged by the opposite party No. 2.

However, the petitioner is agreeable for making payment of rupees three thousands per month to the opposite party No. 2 from the month of February, 2018 onwards. It has been submitted that the petitioner has been paying rupees two thousands per month to opposite party No. 2 from May, 2016.

The aforesaid proposal of the petitioner is acceptable to the opposite party No. 2, who is present in Court and has instructed her counsel to accept the aforesaid offer.



In order to cut short the time of litigation between the parties and keeping in mind that succor to the opposite party No. 2 is immediately required, this Court is of the view that an order by consent is highly desirable.

Since the opposite party No. 2 has agreed to accept rupees three thousands per month as maintenance from the month of February, 2018, the order impugned is modified to the extent indicated above.

The petitioner shall be required to pay an amount of rupees three thousands per month by 10th day of every month. The money shall be transmitted in the bank account of the opposite party No. 2.

Since only rupees two thousands was being given to the opposite party No. 2 from May, 2016, the petitioner would also be required to pay a lump sum of rupees twenty five thousands within three weeks from the date of passing of this order.

It is made clear that if there are any laches on the part of the petitioner in making timely payment of maintenance amount to the opposite party No. 2, it would be open to the opposite party No. 2 to approach this Court and seek necessary corrective/coercive action.



The revision petition is accordingly allowed.

The order impugned is modified to the extent indicated above.

(Ashutosh Kumar, J)

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