

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

**CONTEMPT PETITION NO. 214 OF 2015
IN
FAMILY COURT APPEAL NO.140 OF 2006**

Alka Avinash Salunke .. Petitioner
Versus
Avinash Hanmant Salunke .. Respondent

Mr. Jyotirmay Deshmukh, I/b. Sachin R. Gelye, for the Petitioner.
Mr. Induprakash Tripathi, I/b. Raj Khude, for the Respondent.

**CORAM : A.A. SAYED &
S.C. GUPTE, JJ.**

DATE : 03 SEPTEMBER 2018.

P.C. :-

1. The Contempt Petition is taken out by the Petitioner (former wife) against the Respondent (former husband) alleging breach of the Consent Terms dated 28-11-2013 and the order passed in terms of the Consent Terms by this Court in the Family Court Appeal.

2. In paragraph 9 of the Contempt Petition, it has been stated as follows :-

“The Petitioner further states that the Petitioner therefore by Advocate notice dated 03.07.2014 called the Respondent to pay the Arrears of Maintenance and Default Amount of Recurring account and Education Expenses of Ankita Avinash Salunke Total Rs. 7,57,413/- which include stationary etc. Rs. 7413/- and Education Expenses for next Academic Year 2014-2015 of Rs. 4,50,000/- for MBA Study as well as Loss

occur due to loss of one Education Year of Rs. 3,00,000/- since Respondent not paid Education Expenses for taking Admission for MBA and CAT Entrance Examination in year 2013-2014. There is no response. Hence, the present Contempt Petition is filed in this Hon'ble High Court for redressing grievances and consequential relief, as prayed hereunder. The Copy of the Notice dated 03.07.2014 and Postal Receipt and Acknowledgement annexed hereto and marked as Ex.C Colly.”

3. Under the Consent Terms, the Respondent had undertaken to bear the education expenses of daughter Ankita. It is an admitted position before the Court that Ankita has not taken admission in any MBA course. In these circumstances, the question of paying any fees in respect of MBA course or any loss of one academic year having incurred does not arise. Learned Counsel for the Petitioner submitted that Ankita had taken admission for Advance Tally and Advance Excel in Suhradam Information Technology Hub in the month of November and December 2014 and paid a sum of Rs. 7,000/-. Learned Counsel for the Petitioner further submitted that Ankita has taken admission in the M.Com course for which a sum of Rs. 62,500/- was required to be paid. The learned Counsel states that the Respondent has failed and neglected to pay the aforesaid amounts. It is further submitted that under the Consent Terms the Respondent had agreed to open joint recurring account in the State Bank of India

in joint name with Ankita on or before 10-12-2013, but there was a delay of 3 months in opening the said account. It is contended that the Respondent had breached the Consent Terms.

4. We have heard learned Counsel for the Petitioner and the learned Counsel for the Respondent. As stated earlier, it is not in dispute that Ankita has not taken admission in any institution for undergoing MBA course. Learned Counsel for the Respondent states that the Respondent is ready and willing to pay the aforementioned amounts and that he shall pay lump sum amount of Rs. 70,000/- in respect of the M.Com course as well as Advance Tally and Advance Excel course undertaken by Ankita within six weeks from today. Having regard to the facts and circumstances and in view of the statement made by learned Counsel for the Respondent, we do not think that this is a fit case to exercise contempt jurisdiction.

5. Accepting the statement of the learned Counsel for the Respondent as recorded above, we dismiss the Contempt Petition.

(S.C. GUPTE, J.)

(A.A. SAYED, J.)