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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1620 OF 2022**

Sachin Shivaji Maral .. Petitioner
vs.
Shashikala Sachin Maral .. Respondent
Mr. Sandeep R. Waghmare, for petitioner.
Mr. Rahul B. Khot, for Respondent.

**CORAM : M. S. KARNIK, J.
DATE : OCTOBER 7, 2022**

P.C. :

1. Heard learned counsel for the petitioner. The challenge in this petition is to an order dated 07/12/2021 passed by the Family Court Judge granting interim maintenance to the respondent-wife @ Rs. 25,000/- per month from the date of the filing of the application i.e. 13/10/2020. I had called upon the learned counsel for the petitioner to deposit the arrears. Learned counsel for the petitioner on instructions submitted that the petitioner is not willing to deposit the arrears and argued the petition on merits.

2. I have heard the petition on merits. The marriage was solemnized on 07/06/2015. It is the contention of the

wife in her application that the petitioner is the only son of his father and that he was earning Rs.1,60,000/- from his business. From the ancestral agricultural land, the earnings are to the tune of Rs.4 lakhs to Rs.5 lakhs per annum. Further it is stated that the petitioner is having business of stationery and gifts house by name "Sachin Varieties" and "Shivaji Super Market". The petitioner-husband is the 14th descendant of Zunzarrao Maral(Senapati) of royal family well connected with the political field as well. The petitioner's father is a member of grampanchayat Kondhwa and founder member of Kedareshwar Nagari Patsanstha. He is also the chairman of Utsav Committee Kondhwa and is a secretary of Shambhu Mahadeo Devasthan. He is also a Vice President of Vyapari Sanghatna, Kondhwa. The petitioner has contested election of Kedareshwar Nagari Patsanstha. It is further contended by the wife in her application that the petitioner owns two bungalows.

3. The respondent-wife filed the petition for divorce on the ground of cruelty some time in the year 2018. It is contended that since 2018, the respondent-wife is staying

separately. In the proceedings for divorce, an application was made for interim maintenance @ Rs.45,000/- per month, compensation and cost of the petition as Rs. 25,000/- and travelling expenses per date of Rs. 1500/-. Temporary injunction was prayed against the petitioner that he should not transfer his property in favour of any third person, during the pendency of the petition.

4. The trial Court for the reasons recorded granted the interim alimony to the respondent-wife @ Rs.25,000/- per month from the date of filing of the application. The restraint order on transfer of the landed property was made in terms of clause 5 of the impugned order.

5. Learned counsel for the petitioner submitted that the entire order passed by the trial Court is based on assumptions and surmises without any supporting materials. Learned counsel submitted that the petitioner is not earning any income and in fact, he was working in a kirana shop where he was getting salary of Rs.7,000/- p.m. To support his case, learned counsel for the petitioner relied upon the vouchers at pages no. 70 to 74 of the petition. It

is further submitted that the trial Court has granted exorbitant amount of maintenance and he denied having any landed property or that he was running any kirana shop.

6. Learned counsel for the respondent argued in support of the impugned order.

7. I see no reason to interfere with the order of the Family Court. The voucher of Rajkamal super market produced by the petitioner at page 69 to show his salary earning certifies that the petitioner was working in the said shop in the year 2020 as a helper and he was getting salary of Rs.7,000/- per month. It is seen from the voucher at page 71 that the number of voucher is 26 and the date is 02/10/2020. On next page, the number of voucher is 25 dated 05/01/2021. It is now pointed out that the petitioner is no more working with Rajkamal super market. It is pertinent to note that marriage took place in the year 2015 whereas the vouchers produced are from 01/05/2020 to support the contention that the petitioner is drawing salary of Rs.7,000/-. This makes the vouchers suspicious. Not

much needs to be said about the manner in which the contentions are taken up by the petitioner in response to the application made by the respondent-wife for interim maintenance. It is not in dispute that the petitioner had also contested the election for Kedareshwar Nagari Patsanstha. At page 50, in the affidavit of assets and liability, the wife has indicated about the properties owned by the petitioner-husband. Learned counsel for the petitioner submitted that these properties are not in the name of the petitioner and some of them are ancestral agricultural properties.

8. The trial Court has granted interim maintenance of Rs.25,000/- to the wife. I have gone through the findings of the trial Court. The wife has no sufficient means to maintain herself. It is the responsibility of the petitioner-husband to maintain the respondent-wife. Considering the materials on record and the findings of the trial Court, I do not find that the order passed by the trial Court granting interim maintenance of Rs.25,000/- per month is in any manner unreasonable.

9. The writ petition is dismissed.

(M. S. KARNIK, J.)