

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

CRIMINAL WRIT PETITION NO. 604 OF 2021

Prashant Shamrao Udupure...Versus...Smita Prashant Udupure and ors

Office Notes, Office Memoranda of Coram,
appearances, Court's orders or directions
and Registrar's orders

Court's or Judge's orders

Mr. R.K.Borkar, Advocate for Petitioner
Mrs. Anita Shinde, Advocate for Respondent Nos. 1 and 2
Ms. Shamsi Haider, APP for respondent No.3/State

CORAM : AVINASH G. GHAROTE, J.

DATE : 07/03/2022

Heard Mr. Borkar, learned counsel for the petitioner and Mrs. Shinde, learned counsel for respondent Nos. 1 and 2.

2] The petition challenges the order dated 31.10.2020 passed by the learned JMFC, Court No.2, Gondia, in Proceeding under Section 12 of the Domestic Violence Act, whereby the Respondent/wife has been granted maintenance at the rate of Rs. 15,000/- per month. The Respondent No.2 has been also granted maintenance at the rate of Rs. 15,000/- per month and the rental amount of Rs. 15,000/- per month.

3] By an interim order dated 26.8.2021, this Court had directed that the petitioner shall deposit Rs. 30,000/- per month during the pendency of the present petition, as against the maintenance for Respondent Nos. 1 & 2 and also clear the

arrears of maintenance, subject to which *ad-interim* relief was granted.

4] It is stated that an amount of Rs. 6,00,000/- directed for securing *ad-interim* relief has been deposited and so also there are no arrears as of date. Mr. Borkar, learned counsel for the petitioner submits that the order dated 31.10.2020 was passed based upon the consideration that the petitioner was having an income of \$ 6000 USD having a job with Samsung Heavy Industries, South Korea, however, that job is no longer available to him now, as it was on contract and the contract has been ended on 28 February, 2022 (pg. 254) and therefore, the amount of maintenance and rent needs downward revision.

5] Mrs. Shinde, learned counsel for the respondents does not dispute as of now the end of contract of the petitioner, which being the position, the earnings of the petitioner having plummeted down, there is a need for the downward revision of the amount of maintenance and rental charges, considering which since the interim order dated 26.8.2021 directs the payment of Rs. 15,000/- each to the Respondent Nos. 1 & 2, the impugned order is hereby modified and the petitioner is directed to continue to pay the amount of 15,000/- per month each to Respondent Nos. 1 and 2, which would include the amount of rental in respect of

any premises, which the Respondent Nos. 1 and 2 would be required to take on rent.

6] The petition is accordingly allowed in above term. It is, however, made clear that in case the petitioner's contract is renewed or he enters into another contract with another company, the petitioner shall be under an obligation to disclose the same before the trial Court and to place the copy of the same, before it, considering which it would then be permissible for the learned JMFC to pass appropriate order in that regard. Similarly in case Respondent No.1/wife secures the job, she will also be under an obligation to place relevant documents on record, in which case also the learned JMFC shall consider appropriate molding of the amount of maintenance and rental as directed in this order.

7] The petition is accordingly disposed of.

JUDGE

Rvjalit