

**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD**

CRIMINAL APPLICATION NO.1035 OF 2022

Santosh s/o Maroti Nagargoje & ors. ... **APPLICANTS**

VERSUS

The State of Maharashtra & anr. ... **RESPONDENTS**

.....
Mr. H.V. Tungar, Advocate for applicants
Mr. A.R. Kale, A.P.P. for State
Mr. R.C. Bora, Advocate for respondent No.2 (appointed)
.....

**CORAM : R.G. AVACHAT AND
SANJAY A. DESHMUKH, JJ.**

DATE : 3rd NOVEMBER, 2023

ORDER :

Heard. Since the respondent No.2 did not appear before this Court, we have appointed Mr. R.C. Bora, learned Advocate to assist this Court in the matter. Learned counsel Mr. Bora places on record a postal envelope containing notice sent to respondent No.2 by Registered Post A.D. the same has returned with the remark, "Refused to accept."

2. Our attention has been drawn by learned counsel for the applicants to certain documents. First such document is an application preferred by both, the applicant Santosh and

respondent No.2 for dissolution of their marriage by a decree of divorce in terms of Section 13(B) of the Hindu Marriage Act. By sub-clause (7) of the said application, the applicant Santosh agreed to pay her Rs.20,25,000/- towards maintenance.

3. Then our attention has been drawn to the receipt dated 28/8/2017, allegedly executed by respondent No.2, acknowledging the receipt of that much amount. Then there is an agreement between the two, of the same date, whereby both of them agreed to withdraw Civil and Criminal cases filed against each other. It appears that, in view of this document, the respondent No.2 is not appearing to contest this application. In the aforesaid factual backdrop and more particularly in the interest of justice, the application is allowed in terms of prayer clause (B). The amount of fee of Rs.10,000/- deposited by the applicants be paid to Mr. Bora, learned counsel appointed for respondent No.2 immediately towards his fees.

(SANJAY A. DESHMUKH, J.)

(R.G. AVACHAT, J.)

fmp/-