



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

CRIMINAL REVISION APPLICATION NO.124/2023

Ms Ambreen w/o Mujahid Iqbal and ors. .Vs. Mujahid Iqbal s/o Mohammad Ismail

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

Court's or Judge's orders

Mr. M. Shareef, Advocate for applicant.
Mr. S. S. Sitani, Advocate for non applicant.

CORAM : ANIL L. PANSARE, J.
DATE : 12.09.2023

Heard.

The challenge is to the order dated 09.05.2023 passed by learned Judge, Family Court, No.4, Nagpur below Exh.-30 in Petition No.E-18/2021 filed by applicants and Section 125 of the Criminal Procedure Code, 1973.

Applicant no.1 is wife of non applicant and applicant nos. 2 and 3 are their children.

Having heard both sides, it transpires that the learned Family Court had, by way of interim arrangement, granted in favour of the applicants, the amount of maintenance at the rate of Rs.45,000/- per month. In other words, the non applicant-husband has been directed to pay interim maintenance at the rate of Rs.45,000/- per month. This order was challenged by the applicants and non applicant both before this Court. The applicants were not satisfied with the amount of interim maintenance, in the sense that the applicants were expecting more amount. As against, the non

applicant was aggrieved by the said amount, which according to him, was on the higher side.

Pending revision, this Court has passed an order directing the non applicant to pay an amount of Rs.25,000/- per month. Both the revisions were withdrawn on 27.03.2023 and thus the order passed by learned Family Court granting interim maintenance at the rate of Rs.45,000/- came to be restored.

The applicants have filed an application Exh.-30 seeking to strike off the defence on the count that the non applicant has not paid interim maintenance as directed by the Court. The response is that because of interim arrangement made by the High Court in the revision filed by both the sides, though the non applicant has regularly paid Rs.25,000/- per month, the moment the revision came to be withdrawn, the applicants have calculated the arrears of maintenance on the basis of order passed by the Family Court and the difference of the amount of maintenance that was accrued because of interim order passed by this Court. In other words, the difference in the amount of Rs.45,000/- vis-a-vis Rs.25,000/- per month for the intervening period accrued to Rs.4,80,000/-, which admittedly, the non applicant is in arrears.

The non applicant states that he was and always willing to pay the amount and, in fact, he has paid Rs.1,00,000/- out of Rs.4,80,000/- in August-2023. The counsel further makes a statement that the balance amount of arrears shall be paid by May-2024. The

learned counsel further submits that non applicant has, during this time, paid Rs.25,000/- per month and now paying Rs.45,000/- per month. Thus, according to him, he has not committed any default muchless willful default.

As against, counsel for the applicants submit that as on date, the non applicant is in arrears of Rs.3,95,000/-. Learned Family Court has refused to strike off the defence though admitted that the non applicant is in arrears of the maintenance.

I do not find any perversity or illegality in the order passed by Family Court inasmuch as the non applicant does not appear to have willfully disobeyed the order or not complied with the order. The non applicant has paid monthly maintenance but for the reasons, as stated above, is in arrears of the payment, which he assures to pay by May-2024.

Learned counsel for the applicants, at this stage, makes a request to direct the non applicant to pay amount within one month. I would only say, in the indicative words, that the non applicant shall deposit the arrears of maintenance as expeditiously as possible and in any case before May, 2024.

The revision application is disposed of in the above terms.

(Anil L. Pansare, J.)

