



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, AT NAGPUR.**

Criminal Writ Petition No. 588 of 2023

[Sanjay S/o Manohar Nerkar and anr. ..vs.. Minakshi W/o Sanjay Nerkar]

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

Court's or Judge's orders

Mr. R. N. Sen, Advocate for the petitioners
Ms. Shiba Thakur, Advocate for the respondent

CORAM : ANIL L. PANSARE J.

DATED : 15-9-2023

The petitioner no. 1 – husband as also son of the petitioner i.e petitioner no. 2 have filed the present petition challenging order dated 12-6-2023 passed by learned Additional Sessions Judge-3, Nagpur in Criminal Revision No. 267/2022 thereby confirming order passed by the trial Court granting interim maintenance of Rs. 10,000/-. Learned Sessions Court, in addition to the interim maintenance, has directed the petitioners /original respondents to pay rental charges of Rs. 7,000/- per month.

2. It is not known as to why respondent – wife herein chose to file criminal revision against the order passed by learned Magistrate in an application filed by the present respondent under Section 23 of the Protection of Women from Domestic Violence Act (D.V. Act). In the sense, the remedy available appears to be under Section 29 of the D.V. Act.

3. Be that as it may, the end result of the proceedings is that the Sessions Court, in addition to interim maintenance of Rs. 10,000/-, has in addition

granted Rs. 7,000/- per month as rental charges. The reason assigned is that the rent agreement was produced on record. The Court below found that the respondent was residing in the rental house since 15-9-2021.

4. Learned counsel for the petitioners has invited my attention to the stamp paper on which the rent agreement has been executed. The stamp paper is dated 18-10-2021. The agreement shown to have been entered on 15-9-2021. Accordingly, it is argued that the agreement could not have been entered into prior to purchasing stamp paper. In this regard, explanation of the respondent-wife finds place in her cross-examination wherein she deposed that she does not know who purchased the stamp paper. She has deposed that she went to reside in the rented house in September, 2021 and thereafter the agreement was entered into. She has denied the suggestion that the agreement was not entered into on 15-9-2021.

5. Thus it appears that the parties have entered into an agreement dated 15-9-2021 which was reduced into writing subsequently on stamp paper that was purchased in October, 2021. Learned Sessions Court held that at the interim stage, this contentious issue cannot be delve into and relied upon rent agreement and has granted Rs. 7,000/- per month.

6. Learned counsel for the petitioners submits that petitioner no. 1 has now retired and in view of the change in circumstances, he has filed before the learned Judicial Magistrate First Class an application for

reconsideration of the maintenance granting earlier in favour of the respondent – wife.

7. The order impugned being interim order and having passed on the basis of the documents placed before learned Sessions Court and having found same to be *prima facie* genuine, learned Sessions Court has granted Rs. 7,000/- per month as rental charges. The order cannot be said to be perverse or without jurisdiction. In the circumstances, I am not inclined to entertain the petition under the discretionary relief under Article 227 of the Constitution of India.

8. As regards the change in circumstances, the petitioners are at liberty to point out the trial Court the change in circumstances and make out a case for reduction of the maintenance.

9. The petition is dismissed.

(Anil L. Pansare, J.)