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C.M.P.Nos.11809 & 11810 of 2023

in

C.M.A.No.2273 of 2022

R.SUBRAMANIAN, J.

and

R.KALAIMATHI, J.

By order dated 13.10.2022, this Court had granted interim stay of operation of the order granting interim maintenance at Rs.2,00,000/- per month, on condition, the petitioner / husband shall pay Rs.1,00,000/- per month on or before 7th of every month. The order also contains that usual default clause. The petitioner has now come up with these two petitions, one seeking to enlarge the time upto 27.05.2023, since he had not paid the maintenance for the month of May within the time stipulated and another one seeking extension of the stay order.

2.The learned counsel for the respondent would point out that the petitioner is a habitual defaulter. He had also defaulted in payment of interim maintenance for the month of December, which he ultimately paid on 9th of December. As far as the month of December is concerned, the delay is only two days and as far as the month of May, the delay is twenty days.



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3.Considering the fact that the petitioner has been complying with the orders in time for almost 10 months now, we think that the petitioner is entitled to an indulgence for the second time. Hence, both these petitions are ordered. Any default, in future, will be viewed seriously.

(R.S.M., J.) (R.K.M., J.)
11.07.2023

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