

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL REVISION No.946 of 2019

Arising Out of PS. Case No.- Year-0 Thana- District- Nalanda

JITENDRA KUMAR S/o Sri Ganga Prasad A/p resident of Village- New Mainpura Saguna More, P.S.- Danapur, District- Patna, Permanent R/o Village- Dhanraj Bigha, Chhabilapur, P.S.- Manpur, District- Nalanda.

.. ... Petitioner

Versus

1. The State of Bihar
2. Smt. Pratibha Kumari @ Pratima Kumari @ Pratibha W/o Sri Jitendra Kumar, D/o Sri Gopal Kumar R/o Village- Sadhopur, P.S.- Deepnagar, District- Nalanda.

... ... Respondents

Appearance :

For the Petitioner/s	:	Mr. Jai Prakash Verma, Advocate
For the Respondent/s	:	Md. Matloob Rab, Advocate

CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI
ORAL ORDER

5 06-03-2024 The instant criminal revision is directed against an order dated 18.06.2019, passed in Maintenance Case No. 17 of 2018 by the learned Principal Judge, Family Court, Nalanda Bihar Sarif, directing the petitioner to pay maintenance allowance at the rate of Rs. 8,000/- per month to the opposite party no. 02 and Rs. 3,000/- each per month for three children of the parties, a total being 17,000/- per month.

2. It is not in dispute that the petitioner is a retired employee of the Armed Forces. He is, at present, getting a pension at the rate of Rs. 20,363/- after his retirement. He joined Tata Consultancy Services and from his employment, he is



earning Rs. 19,600/- thus, the monthly income of the petitioner is Rs. 39,963/-. It is contended on behalf of the petitioner that the grant of the maintenance allowance at the rate of Rs. 17,000/- will cause hardship to him because the said amount is more than one-third of his salary. The learned advocate for the petitioner draws my attention to a supplementary affidavit stating *inter alia* that the petitioner is ready and willing to pay a sum of Rs. 7,99,000/- towards arrear maintenance to the opposite party no. 02 but at the instruction of the opposite party no. 02. The joint pension account of the petitioner was frozen by the bank. The petitioner prayed before the trial court to unfreeze the account in the presence of his wife/opposite party no. 2, so that the entire arrear amount of Rs. 7,99,000/- can be paid to the petitioner and he may be directed to operate the said bank account singularly. The bank authority fixed a date for the appearance of both parties and the opposite party no. 2 was duly informed, of the date when she was required to come to the Bank. However, the opposite party no. 2 did not come to the Bank on that date and the petitioner could not pay the arrear maintenance though, he is ready and willing to pay the same.

3. At first, I like to consider if the amount of maintenance which has been passed by the trial court is causing



hardship upon the opposite party or not.

4. I have already recorded that the petitioner is not getting Rs. 39,963/- per month from his pension as well as salary from the private company. One-third of the said amount comes to Rs. 13,363/-. The petitioner and his three children are entitled to get one-third of the income of the petitioner from all sources. Thus, this Court is of the view that the trial court did not consider the income of the petitioner and the ratio of maintenance which was granted to the opposite party no. 2 for self and her three children. In view of such circumstances, the impugned order passed on 18th June 2019 in Maintenance Case No. 17M of 2018 is modified to the effect directing the petitioner to pay maintenance at the rate of Rs. 13,300/- per month to the opposite party no. 2 and her three children for their maintenance.

5. The learned advocate for the petitioner draws my attention to the supplementary affidavit and submits that the petitioner is all alone ready and willing to pay the arrear maintenance of Rs. 7,99,000/-. The trial court directed both the petitioner and the opposite party no. 2 to go to the Bank and unfreeze the account jointly standing in the name of the petitioner and opposite party no. 2 and receive the arrear



maintenance amount to the tune of Rs. 7,99,000/- but the petitioner did not go to the Bank for which the said order was not complied.

6. The learned advocate for the opposite party submits that the opposite party No. 2 will go to the Bank to unfreeze the account and receive the arrear maintenance of Rs. 7,99,000/- on a specific date fixed by this court. He also agrees that the opposite party will give his consent to unfreeze the said account.

7. On this aspect, this court is not willing to pass any order because this is not the scope of the revisional application to direct as to how the arrear maintenance is to be paid.

8. However, the learned advocates for the petitioner and the opposite party no 2 shall fix a date in consultation with the opposite party and the petitioner when both the parties will go to the concerned bank and unfreeze the account so that the petitioner operate the account singularly. Thereafter, the petitioner shall pay a Demand Draft of Rs. 7,99,000/- towards arrear maintenance to the opposite party 2 which she will deposit in her account and the said money would be spent for the maintenance of the opposite party and their children.

9. With the above order, the instant revision is



disposed of.

(Bibek Chaudhuri, J)

Suraj Dubey/-

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