

Ct.
No.
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C.O. 3821 of 2018
Subrata Bhowmick
-Versus-
Sneha Bhowmick

Mr. Kousick Dey
Mr. Debnath Mahata **...For the Petitioner**

Mr. Hareram Singh
Ms. Swagata Ghosh **...For the Opposite Party**

This application has arisen against order No. 5 dated 18th July, 2018 passed by the learned Additional District Judge, 2nd Court at Sealdah in Miscellaneous Case No. 24 of 2017 arising out of Matrimonial Suit No. 203 of 2017.

The marriage between the petitioner and the opposite party was solemnized on 2nd August, 2010. It is contended that due wedlock, the petitioner and the opposite party are blessed with a female child, who was born on 29th July, 2013. It is alleged that their matrimonial life was not peaceful for which the opposite party left her matrimonial home.

Thereafter, the husband/plaintiff/petitioner herein filed a matrimonial suit under Section 9 of the Hindu Marriage Act, 1955, seeking restitution of conjugal rights. The opposite party appeared in the said matrimonial suit and filed an application under Section 24 of the Hindu Marriage Act, 1955 claiming pendente lite maintenance of Rs.

15,000/- for her daughter and for herself and Rs. 5,000/- towards litigation cost.

Learned Court below by the impugned order dated 18th July, 2018 was pleased to allow the wife opposite party's application under Section 24 of the Hindu Marriage Act granting maintenance of Rs. 15,000/- per month and Rs. 5,000/- towards litigation cost.

Being aggrieved by that order, petitioner herein submits that the opposite party is a working lady having sufficient means to maintain herself and she is not entitled to get any pendente lite maintenance amount. He further alleged that the opposite party intentionally did not disclose her monthly income before the Court below and the learned Court below ought to have drawn an adverse inference against the opposite party for non-disclosure of monthly income of the opposite party. Accordingly petitioner has prayed for setting aside the order impugned.

This Court while admitting the present application was pleased to direct the petitioner herein to go on making payment of 50% of the amount granted by the Court below, month by month.

Learned Counsel appearing on behalf of the opposite party raised vehement objection against contents of this Application contending that the order passed by the

Court below does not call for any interference. He further submits that the amount granted by this Court has not even been paid by the petitioner on regular basis.

I have considered the submissions made by the learned Counsel appearing on behalf of both the parties. In view of the facts and circumstances of the case and in view of the direction laid down by the Apex Court in the case of *Rajnish Vs. Neha*, reported in (2021) 2 SCC 324 it is now obligatory to both the parties to disclose their respective assets and liabilities before the Court by way of affidavit at the time of hearing, for the purpose of determination of maintenance amount.

In such view of the matter, both the parties are directed to file their affidavit of assets and liabilities before the Court below within a period of six weeks from the date of communication of this order and the Court below will dispose of the application under Section 24 of the Hindu Marriage Act afresh on the basis of affidavit of assets and liabilities filed by the respective parties and also in terms of the guideline laid down by the Apex Court in the case of *Rajnish Vs. Neha (Supra)* within a period of eight weeks from the date of filing such affidavit of assets and liabilities by the parties.

The order impugned accordingly stands set aside.

However as ordered by this Court, the petitioner will go on paying Rs. 7,500/- per month towards interim maintenance till disposal of the application filed by the opposite party herein under Section 24 of the Hindu Marriage Act.

The application, being C.O. 3821 of 2018 is accordingly dispose of.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties, on priority basis on compliance of all usual formalities.

(Ajoy Kumar Mukherjee, J.)