

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

INTERIM APPLICATION NO.2674 OF 2022

WITH

FAMILY COURT APPEAL NO.194 OF 2018

IN

PETITION NO.A-630 OF 2014

Roma Rajesh Tiwari

.. Applicant/Appellant

IN THE MATTER BETWEEN:

Roma Rajesh Tiwari

.. Applicant/Appellant
(Org. Respondent)

Versus

Rajesh Dinanath Tiwari

.. Respondent
(Org. Petitioner)

WITH

CIVIL APPLICATION NO.309 OF 2018

IN

FAMILY COURT APPEAL NO.194 OF 2018

IN

PETITION NO.A-630 OF 2014

Mrs.Roma Rajesh Tiwari

.. Applicant/Appellant

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IN THE MATTER BETWEEN:

Mrs.Roma Rajesh Tiwari

.. Applicant/Appellant
(Org. Respondent)

Versus

Rajesh Dinanath Tiwari

.. Respondent
(Org. Petitioner)

Mr. Rohaan Cama i/b Sapana Rachure, Advocates for the
Applicant - Appellant/Wife.

Mr. Satyam Dubey, Advocate for Respondent/Husband.

Mrs. Roma Rajesh Tiwari, Applicant - Appellant/Wife is
present in Court.

Mr. Rajesh Dinanath Tiwari, Respondent/Husband is
present in Court.

**CORAM : B. P. COLABAWALLA &
SOMASEKHAR SUNDARESAN, JJ.**

DATE : JANUARY 19, 2024

P. C.

1. Interim Application No.2674 of 2022 is filed by the
Appellant/Wife seeking the following reliefs:-

- "(a) The Respondent be directed to pay the arrear of maintenance
amounting to Rs.1,70,000/- with interest at 15% per annum
from the due date monthly maintenance within two weeks*
- (b) The Respondent be directed to pay educational expenses
including private tuitions and extra-curricular activities, school*

uniform and books and such miscellaneous sundry expenses amounting to Rs.8,61,576/- to the Applicant.

- (c) The Respondent be directed to pay/deposit the further educational expenses within 15 days of intimation of amount due being provided.*
- (d) That the Respondent be directed to clear the medical expenses of the daughter amounting to Rs.11,410/- within one month and henceforth be directed to pay/deposit the further medical expenses within 15 days of receipts being provided.*
- (e) The Respondent may kindly be directed to allow the Applicant and the minor daughter to enter the matrimonial home i.e. Flat No.502, Nigiri Apartment, Lok Everest CHS, Cement Company J.S.D. Road, Mulund (W), Mumbai 400 080, and reside peacefully.*
- (f) In the alternative to prayer clause (e) this Hon'ble Court be pleased to direct the Respondent to pay the Applicant;*
- (i) Rs.45,000/- per month towards rental for the accommodation in the vicinity of the child's school;*
- (ii) Security deposit of Rs.3,00,000/- lakhs and brokerage equivalent to one months rent.*
- (g) In the event of prayer clause (f) being granted the Applicant be allowed to remove her personal belonging household goods and Stridhan from the Matrimonial home."*

2. Mr. Cama, the learned counsel appearing on behalf of the Appellant/Wife, submitted that as far as prayer clause (a) of Interim Application No.2674 of 2022 is concerned, the same does not really survive because it already forms the subject of an order passed by this Court on 18th August 2023. As far as prayer clause (c) of Interim Application No.2674 of 2022 is concerned, Mr. Cama submitted that

even this prayer clause is partly allowed by this Court on 18th August 2023. He was quick to clarify that this only related to school fees and not for other educational expenses, namely, Textbooks, Uniform, Stationary, Sports Activities etc and which comes to about Rs.55,950/- for the entire year. This further does not include the Tuition Fees for the daughter **“Aarna”**, which annually comes to approximately Rs.1,53,000/-.

3. As far as prayer clause (d) of Interim Application No.2674 of 2022 is concerned, Mr. Cama presses the relief only for major medical expenses such as hospitalization etc. He also fairly pointed out that there is a medical insurance cover of Rs.5,00,000/- with ICICI Lombard taken out by the Respondent/Husband. If the husband undertakes to continue paying the premium, then prayer clause (d) is not being pressed subject to a copy of the said insurance certificate being furnished to the Appellant/Wife. The learned counsel appearing on behalf of the Respondent/Husband, in answer to this, has fairly stated that medical insurance cover of the daughter **“Aarna”** [in the sum of Rs.5,00,000/-] and which cover has now increased due to “no claim” bonuses, shall be renewed every year without any default. The said statement is accepted as an undertaking given to this Court. Once

this is the statement, we do not see any reason to entertain prayer clause (d) any further. It is needless to state that a copy of the renewed policy shall be served on the Appellant/Wife immediately upon renewal every year.

4. Mr. Cama, on instructions, fairly stated that the reliefs for residence as also seeking rent for accommodation [prayer clauses (e) and (f)], are not being pressed at this stage and can be kept open to be agitated by the Appellant not only at the final hearing of the above Appeal but also in the Domestic Violence proceedings filed by the Appellant/Wife against the Respondent/Husband. In light of this statement, it is ordered that these reliefs shall be considered at the Final Hearing of the appeal. Notwithstanding the aforesaid, the issue of residence as well as seeking rental compensation for accommodation can be agitated by the Appellant/Wife even in the Domestic Violence proceedings initiated by her against the Respondent/Husband.

5. In these circumstances, what has to be now considered are prayer clauses (b), and (g) of Interim Application No.2674 of 2022.

6. Civil Application No.309 of 2018 is also filed by the Appellant-Wife seeking the following reliefs:-

- "(a) That pending disposal of the Family Court Appeal the operation and effect of impugned order dated 30th June, 2018 Exhibit "A" to Memo of Appeal be stayed by this Hon'ble Court.*
- (b) That pending disposal of Appeal the Respondent be ordered and directed by this Hon'ble Court to pay Rs.30,000/- per month and Rs.20,000/- per month from date of Application or such other amount that may be fixed by the Hon'ble Court for maintenance of Appellant and daughter Aarna respectively.*
- (c) That pending disposal of First Appeal the Respondent be directed by this Hon'ble Court to permit Applicant/Appellant and daughter Aarna to reside in Matrimonial home viz 502, Nilgiri Apartments, Lok Everest CHS Ltd. JSD Road, Mulund (West), Mumbai-400080.*
- (d) That pending disposal of the Appeal the Hon'ble Court may restrain the Respondent from remarrying.*
- (e) That pending disposal of the Appeal the Hon'ble Court may direct the Family Court to decide the Exhibit-29 which is still pending."*

7. As far as Civil Application No.309 of 2018 is concerned, Mr. Cama submitted that prayer clause (a) is already granted by order dated 10th October 2018 whereby this Court has stayed the impugned order of nullity. He submitted that this order ought to be continued till the disposal of the appeal. The learned counsel appearing on behalf of the Respondent/Husband fairly stated that the order dated 10th October 2018 can be continued until the disposal of the appeal. It is accordingly

so ordered. This takes care of prayer clause (a) of Civil Application No.309 of 2018.

8. As far as prayer clause (c) of Civil Application No.309 of 2018 is concerned, Mr. Cama submitted that this prayer is similar to prayer clause (e) of Interim Application No.2674 of 2022. Since that prayer [i.e. prayer clause (e) of Interim Application No.2674 of 2022] is not pressed at this stage, he is not pressing prayer clause (c) of Civil Application No.309 of 2018 at this stage either. The same is duly noted.

9. As far as prayer clause (d) of Civil Application No.309 of 2018 is concerned, Mr Cama correctly submitted that in light of the decree of nullity passed by the Family Court being stayed by this Court [vide its order dated 10th October 2018], prayer clause (d) would not survive. As far as prayer clause (e) is concerned the same also does not survive because a similar prayer has been made in prayer clause (b) of Interim Application No.2674 of 2022.

10. In light of the statements made by Mr. Cama [as recorded above], what is left to be decided is the maintenance claim of the Appellant/wife, as well as maintenance for the daughter “**Aarna**”. The

educational expenses of the daughter is another claim that we will have to address because the order dated 18th August 2023 only deals with the school fees payable for the daughter's education.

11. Mr. Cama submitted that as far as the Appellant/Wife is concerned, the Family Court, at interim stage, granted Rs.5000/- p.m. as maintenance to the Wife as well as Rs.5000/- p.m. to the daughter (aggregating to Rs.10,000/- per month). However, by the impugned order, no maintenance is granted to the wife and only maintenance of Rs.5000/- p.m. is continued for the daughter. He submitted that the maintenance to the wife was rejected solely on the ground that the marriage between the Appellant/Wife and the Respondent/Husband was a nullity and hence annulled under Section 12(1)(c) of the Hindu Marriage Act, 1955. He submitted that though the aforesaid nullity order of the Family Court is challenged in the present Appeal, even assuming for the sake of argument that the finding of the Family Court is correct on this aspect, that by itself, would not dis-entitle the Appellant/Wife to be awarded maintenance. In this regard Mr. Cama relied upon a decision of the Hon'ble Supreme Court in the case of ***Rameshchandra Rampratapji Daga V/S Rameshwari Rameshchandra Daga [(2005) 2 SCC 33]***. Adverting to this

decision, Mr. Cama submitted that the Appellant/Wife would be entitled to maintenance notwithstanding that the marriage between the Appellant/Wife and the Respondent/Husband is declared a nullity and is annulled under Section 12(1)(c) of the Hindu Marriage Act, 1955.

12. On the other hand, Mr. Satyam Dubey, the learned advocate appearing on behalf of the Respondent/Husband, submitted that once the marriage with the Appellant/Wife is declared to be null and void by grant of a decree, no order awarding permanent alimony or maintenance could be made in favour of Appellant/Wife under Section 25 of the Hindu Marriage Act, 1955. He submitted that once the marriage is declared a nullity, there is no marriage in the eyes of law, and hence the question of granting any maintenance to the Appellant/Wife cannot and does not arise. He, therefore, submitted that the Family Court was correct in not granting any maintenance to the Appellant/Wife in the impugned order.

13. We have heard the learned counsel for the parties on this issue. It is not in dispute before us that the only ground on which maintenance was refused to the Appellant/Wife was that the marriage between the Appellant/Wife and the Respondent/Husband was a

nullity. Whether a Wife is entitled to alimony when the marriage is declared a nullity, is squarely covered by the decision of the Hon'ble Supreme Court in the case of ***Rameshchandra Rampratapji Daga (supra)* [(2005) 2 SCC 33]**. In the facts of that case also, the Respondent/Wife was married to one G. According to the Wife, the customary rituals of marriage were not completed as in the marriage ceremony family members quarreled over dowry. She thereafter filed a divorce petition, but it was not prosecuted and no decree of divorce was passed. However, in accordance with the prevalent custom in the Maheshwari community, a *chhor chithhi*, or a document of dissolution of marriage, was executed between the wife and G and it was later registered. The said document was shown and given to the second Husband of the Wife before the second marriage. Thereafter, a daughter was born from the second marriage and the Wife alleged that the second Husband started ill-treating her due to non-fulfillment of his demands by her father. She thereafter filed proceedings in the Family Court for grant of a decree of judicial separation and maintenance for herself and her daughter. The Second Husband filed a counter-petition seeking declaration that the Second marriage with the Wife was a nullity on the ground that on the date of the second marriage, her marriage with her first Husband had not been dissolved by any Court in accordance with

the provisions of the Act. The Family Court allowed the petition of the Respondent/Wife granting a decree of judicial separation as also the maintenance claimed and dismissed the counter-petition filed by the second Husband. However, the High Court held that the first marriage of the wife with her first Husband, not having been dissolved by any decree of a competent Court, her second marriage was in contravention of Section 5(i) of the Hindu Marriage Act, 1955 and had to be declared a nullity under Section 11 of the said Act. Accordingly, the High Court partly ruled in favour of the second Husband and granted a decree that the second marriage was a nullity. The High Court however maintained the decree granting maintenance to the wife and her daughter. It was this order of the High Court that was challenged before the Hon'ble Supreme Court. Whilst dismissing the Appeal preferred by the second Husband (who was the Appellant before the Hon'ble Supreme Court), the Hon'ble Supreme Court *inter alia* opined that by virtue of the provisions of Section 25 of the Hindu Marriage Act, 1955, the Respondent/Wife would be entitled to maintenance even though the marriage has been declared a nullity. The relevant portion of this decision reads thus:-

"13. So far as the husband's appeal against grant of maintenance under Section 25 of the Act to the wife is concerned, this Court has granted him leave to appeal confined to the question as to "whether the wife is

entitled to maintenance after the court held that the marriage was nullity”.

14. Section 25 of the Hindu Marriage Act confers jurisdiction on the Matrimonial Court to grant permanent alimony and maintenance to either of the spouses “at the time of passing of any decree” or “at any time subsequent thereto”. Section 25 which arises for interpretation in the husband's appeal reads as under:

- “25. Permanent alimony and maintenance.—(1) Any court exercising jurisdiction under this Act may, at the time of passing any decree or at any time subsequent thereto, on application made to it for the purpose by either the wife or the husband, as the case may be, order that the respondent shall pay to the applicant for her or his maintenance and support such gross sum or such monthly or periodical sum for a term not exceeding the life of the applicant as, having regard to the respondent's own income and other property, if any, the income and other property of the applicant, the conduct of the parties and other circumstances of the case, it may seem to the court to be just, and any such payment may be secured, if necessary, by a charge on the immovable property of the respondent.
- (2) If the court is satisfied that there is, a change in the circumstances of either party at any time after it has made an order under sub-section (1), it may at the instance of either party, vary, modify or rescind any such order in such manner as the court may deem just.
- (3) If the court is satisfied that the party in whose favour an order has been made under this section has remarried or, if such party is the wife, that she has not remained chaste, or, if such party is the husband, that he has had sexual intercourse with any woman outside wedlock, it may at the instance of the other party vary, modify or rescind any such order in such manner as the court may deem just.”

(emphasis supplied)

17. In interpreting the provision of Section 25 in the case of Chand Hawan [(1993) 3 SCC 406 : 1993 SCC (Cri) 915] the Supreme Court categorically held that the expression “at the time of passing any decree”, as has been used in Section 25, includes a decree of nullity of marriage. The relevant observations read thus: (SCC pp. 415-16,

paras 23 & 25)

"On the other hand, under the Hindu Marriage Act, in contrast, her claim for maintenance pendente lite is durated (sic) on the pendency of a litigation of the kind envisaged under Sections 9 to 14 of the Hindu Marriage Act, and her claim to permanent maintenance or alimony is based on the supposition that either her marital status has been strained or affected by passing a decree for restitution of conjugal rights or judicial separation in favour or against her, or her marriage stands dissolved by a decree of nullity or divorce, with or without her consent. Thus when her marital status is to be affected or disrupted the court does so by passing a decree for or against her. On or at the time of the happening of that event, the court being seisin of the matter, invokes its ancillary or incidental power to grant permanent alimony. Not only that, the court retains the jurisdiction at subsequent stages to fulfil this incidental or ancillary obligation when moved by an application on that behalf by a party entitled to relief. The court further retains the power to change or alter the order in view of the changed circumstances. Thus the whole exercise is within the gammit (sic gamut) of a diseased or a broken marriage. And in order to avoid conflict of perceptions the legislature while codifying the Hindu Marriage Act preserved the right of permanent maintenance in favour of the husband or the wife, as the case may be, dependent on the court passing a decree of the kind as envisaged under Sections 9 to 14 of the Act. In other words without the marital status being affected or disrupted by the Matrimonial Court under the Hindu Marriage Act the claim of permanent alimony was not to be valid as ancillary or incidental to such affectation or disruption. The wife's claim to maintenance necessarily has then to be agitated under the Hindu Adoptions and Maintenance Act, 1956 which is a legislative measure later in point of time than the Hindu Marriage Act, 1955, though part of the same socio-legal scheme revolutionising the law applicable to Hindus.

We have thus, in this light, no hesitation in coming to the view that when by court intervention under the Hindu Marriage Act, affectation or disruption to the marital status has come by, at that juncture, while passing the decree, it undoubtedly has the power to grant permanent alimony or maintenance, if that power is invoked at that time. It also retains the power subsequently to be invoked on application by a party entitled to relief. And such order, in all events, remains within the jurisdiction of that court, to

be altered or modified as future situations may warrant.”

(emphasis supplied)

18. In the present case, on the husband's petition, a decree declaring the second marriage as null and void has been granted. The learned counsel has argued that where the marriage is found to be null and void — meaning non-existent in the eye of the law or non est, the present respondent cannot lay a claim as wife for grant of permanent alimony or maintenance. We have critically examined the provisions of Section 25 in the light of conflicting decisions of the High Court cited before us. In our considered opinion, as has been held by this Court in Chand Dhawan case [(1993) 3 SCC 406 : 1993 SCC (Cri) 915], the expression used in the opening part of Section 25 enabling the “court exercising jurisdiction under the Act” “at the time of passing any decree or at any time subsequent thereto” to grant alimony or maintenance cannot be restricted only to, as contended, decree of judicial separation under Section 10 or divorce under Section 13. When the legislature has used such wide expression as “at the time of passing of any decree”, it encompasses within the expression all kinds of decrees such as restitution of conjugal rights under Section 9, judicial separation under Section 10, declaring marriage as null and void under Section 11, annulment of marriage as voidable under Section 12 and divorce under Section 13.
19. Learned counsel for the husband has argued that extending the benefit of Section 25 to even marriages which have been found null and void under Section 11 would be against the very object and purpose of the Act to ban and discourage bigamous marriages.
20. It is a well-known and recognised legal position that customary Hindu law like Mohammedan law permitted bigamous marriages which were prevalent in all Hindu families and more so in royal Hindu families. It is only after the Hindu law was codified by enactments including the present Act that bar against bigamous marriages was created by Section 5(i) of the Act. Keeping in consideration the present state of the statutory Hindu law, a bigamous marriage may be declared illegal being in contravention of the provisions of the Act but it cannot be said to be immoral so as to deny even the right of alimony or maintenance to a spouse financially weak and economically dependent. It is with the

purpose of not rendering a financially dependent spouse destitute that Section 25 enables the court to award maintenance at the time of passing any type of decree resulting in breach in a marriage relationship.

21. Section 25 is an enabling provision. It empowers the court in a matrimonial case to consider facts and circumstances of the spouse applying and decide whether or not to grant permanent alimony or maintenance.”

(emphasis supplied)

14. In view of this authoritative pronouncement of the Hon'ble Supreme Court, at least *prima facie*, we find that the Family Court was completely incorrect in denying maintenance to the wife solely on the ground that the marriage between her and the Respondent/Husband was a nullity. In these circumstances, we direct that the maintenance granted to the wife by the Family Court during the pendency of the proceedings before it, namely, Rs.5000/- p.m. shall be continued to be paid by the Respondent/Husband until disposal of the above Appeal. This takes care of the maintenance as far as the wife is concerned.

15. This now leaves us to deal with the maintenance for the daughter as well as her educational expenses. As far as the daughter's school fees are concerned the Respondent/Husband has already undertaken to this Court (in the order dated 18th August 2023) that once

he receives an intimation from the Appellant/Wife on his mobile number regarding the school fees of the daughter for any subsequent year, he shall pay over the same to the Appellant/Wife within a period of 2 months from the date of such intimation. In light of this undertaking, the school fees of the daughter are taken care of.

16. The only question, therefore now, as far as the daughter “**Aarna**” is concerned, is whether the Respondent/Husband should be directed to pay (i) the other Educational Expenses [for Textbooks, Notebooks, School Uniform, School Stationary, Shoes, School Bag, Raincoat etc.]; (ii) the ICSE Private Tutions fees; and (iii) the monthly miscellaneous expenses of the daughter “**Aarna**” [of approximately Rs.20,000/-]. Mr. Cama, the learned counsel appearing for the Appellant/Wife, has given a statement of the other Educational Expenses which comes to approximately Rs.56,000/- per year. The ICSE Private Tutions fees statement [for Tutions in English, Math, Physics, Chemistry, Biology & Social Studies] is also handed over, and these expenses come to approximately Rs.1,55,000/- annually. Mr. Cama submitted that over and above this, the monthly miscellaneous expenses of the daughter are approximately Rs.20,000/-. He submitted

that the Respondent/Husband ought to be directed to take care of all these expenses.

17. On the other hand, Mr. Satyam Dubey, the learned advocate appearing on behalf of the Respondent/Husband, submitted that the Respondent/Husband has no income to bear these expenses. He submitted that he is unemployed since the year 2018 and is currently only running a Taxi in Gorakhpur, Uttar Pradesh. Mr. Dubey also submitted that he had been married earlier and has been directed to pay Rs.6,000/- per month to his previous wife and son, which is an additional burden on the Respondent/Husband. Further, his father is also unwell, and bed ridden, who he has to look after. For all the aforesaid reasons he submitted that other than what is already ordered by the Family Court [as and by way of maintenance], no further burden should be put on the Respondent/Husband. In support of his submissions, Mr Dubey relied upon the various annexures annexed to his affidavit-in-reply to the above Civil Application.

18. We have heard the learned counsel for the parties at some length. We have also perused the papers and proceedings in the above Interim Application as well as in the above Civil Application. The

impugned order is dated 13th June 2018. By the impugned order the Respondent/Husband was directed to pay maintenance of Rs.5,000/- p.m. to the daughter. Almost 6 years have elapsed since the passing of the impugned order. Just by taking into account the inflation for the past 6 years, we are of the opinion that this amount has to be increased. We find from the documents on record, at least *prima facie*, that the Respondent/Husband has not come clean to the Court with reference to his income. Like in most cases, once divorce proceedings are filed and disputes arise between the Husband and the Wife, the income of the Husband suddenly disappears. From the record we find that in the year 2008-2009 the Respondent/Husband was earning approximately Rs.46,000/- p.m. This was sought to be disputed by alleging that there was a mistake in the 26AS Form statement by the Income Tax Authorities because this income was not of the Respondent/Husband but of his brother who also works in the same company. At least at this stage, we are not inclined to believe this because the Income Tax Department has in fact written a letter dated 12th October 2017 in which it is stated that the 26AS data is generated on the basis of the return filed by the employer and there is no question of any inaccuracy of the data in Form No.26AS generated by the Income Tax Department. Further the Income Tax Department has stated that since the employer

has not rectified those details, the details contained in the 26AS of the Respondent/Husband are correct and true. What is also important to note is that this purported error was sought to be corrected by drawing the attention of the employer only in the year 2017, whilst the above proceedings were already pending before the Family Court. When one looks at all these facts, we are of the opinion that this argument of the Respondent/Husband, at least at this stage, cannot be accepted. It would be reasonable to assume that if the Respondent was earning approximately Rs.46,000/- p.m. in the year 2008-09, his salary over the last 15 years, would go up if not remain stagnant. In the peculiar facts of this case, it is surprising, that according to the Respondent/Husband, his salary has consistently reduced over the years. In fact, the Respondent/Husband has even resigned from his job 2 months prior to the order passed by the Family Court. All this, at least *prima facie*, suggests that the Respondent/Husband is doing everything possible to ensure that he does not have pay any money to maintain his wife or his daughter.

19. The argument of Mr. Dubey that the Respondent/Husband was married earlier and has been directed to pay Rs.6,000/- per month to his previous wife and son and that his father is also unwell and bed

ridden, and therefore he cannot afford to maintain the Appellant/Wife or the daughter “**Aarna**”, does not impress us. This argument cannot be grounds for denying maintenance to the daughter or the Appellant/Wife. If a Court has directed the Respondent/Husband to pay maintenance to his previous wife and son, he is bound to comply with those directions. He cannot use that as an excuse to deny maintenance to his second wife and the daughter borne out of that union. As far as his father being bed ridden is concerned, we find that this argument is stated only to be rejected. Firstly, nothing is brought on record which would establish that the father is either unwell or bed ridden. Secondly, even assuming for the sake of argument that it is so, the same cannot be a ground for the Respondent/Husband to shirk his responsibilities towards the Appellant/Wife or his daughter. We therefore find no merit in the aforesaid arguments.

20. We are, therefore of the view, that the interests of justice would be served if the Respondent/Husband is directed to bear 50% of the other Educational Expenses for Textbooks, Notebooks, School Uniform, School Stationary, Shoes, School Bag, Raincoat etc., and which comes to approximately Rs.56,000/- per year. This means that the

Respondent-Husband shall have to pay Rs.28,000/- per year towards the other Educational Expenses. This would come to Rs.2,400/- p.m.

21. Over and above this, the Private Tuitions Fees of the daughter **“Aarna”** comes to approximately 1,55,000/- per year. We are of the opinion that 50% of this amount will also have to be borne by the Respondent/Husband. In other words, towards the Private Tuition Fees of daughter **“Aarna”** the Respondent/Husband will have to pay a sum of Rs.75,000/- per year which comes to Rs.6,000/- per month. The reason why we have directed the Respondent/Husband to bear 50% of these expenses is because the Respondent/Husband has himself, in his affidavit dated 6th February 2019, categorically stated that the responsibility of the daughter in respect of maintenance, education and other expenses is common between the Respondent/Husband and the Appellant/Wife. Further, the Respondent/Husband, in his Petition seeking a nullity of the marriage, sought custody of the daughter, and represented to the Court that he has sufficient means to maintain the daughter. It is for this reason that we have directed the Respondent/Husband to bear 50% of the other School Expenses (excluding school fees) as well as the Tuition Fees of the daughter **“Aarna”**. When we take all this into consideration, as also the inflation

from the year 2018 to 2024, we are of the opinion that the claim made by the Appellant/Wife to increase the maintenance for the daughter from Rs.5,000/- per month to Rs.20,000/- per month is extremely fair and reasonable.

22. In view of the foregoing discussion, we dispose of Interim Application No.2674 of 2022 and Civil Application No.309 of 2018 by directing that:-

- (A) The Respondent/Husband shall, pending the hearing and final disposal of the above Appeal, pay to the Respondent/Wife a sum of Rs.5,000/- per month towards her maintenance starting from 1st February 2024. This payment shall be made on or before the 15th day of every month.
- (B) In addition to the above, the Respondent/Husband shall, pending the hearing and final disposal of the above Appeal, pay to the Appellant/Wife a sum of Rs.20,000/- per month towards maintenance of the daughter “**Aarna**” from 1st February 2024. This payment also shall be made on or before the 15th day of every month.

- (C) In addition to the above two amounts, as per the undertaking given by the Respondent/Husband, and recorded in the order dated 18th August 2023, pending the hearing and final disposal of the above Appeal, he shall pay the school fees/college fees of daughter “**Aarna**” within a period of 2 months of receiving intimation from the Appellant/Wife in that regard. All Arrears to be paid as per earlier orders passed by this Court shall be cleared as set out in the said orders.
- (D) As recorded earlier, as far as the claim for residence and rent for alternate accommodation is concerned, the same are kept open to be agitated at the time of final hearing of the above Appeal and/or in the Domestic Violence proceedings already initiated by the Appellant/Wife against the Respondent/Husband.

23. We make it clear to the Respondent/Husband that we will not hesitate to haul him up for contempt if the above directions are flouted by him.

24. The above Interim Application as well as the above Civil Application are disposed of in the aforesaid terms. However, there shall be no order as to costs.

25. Considering that the above Appeal is of the year 2018, the hearing of the above Appeal be expedited.

26. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[SOMASEKHAR SUNDARESAN, J.] [B. P. COLABAWALLA, J.]