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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 12895 OF 2024

Rahul Suresh Deshpande ... Petitioner
Vs.
Pranjali Rahul Deshpande ... Respondent

Mr. Ajinkya Udane a/w. Ms. Twishaa Gangar for the Petitioner.

Mr. Prathamesh Bhargude a/w. Mr. Sumit Sonare for the Respondent.

CORAM : GAURI GODSE, J.

DATE : 24th SEPTEMBER 2024

ORDER :

1. Heard learned counsel for the parties. This petition takes an exception to order dated 11th July 2024 issuing directions regarding grant of access and payment of arrears towards maintenance to the wife. Operative part of the order reads thus :

“ORDER

1. *Application below Exhs. 263 and 270 are allowed.*
2. *Application below Exh.357 is allowed with cost in cause.*
3. *It is hereby directed to the husband that he shall clear*

entire arrears on or before next date. If the husband failed to comply this order, his defence will stand struck off automatically from next date.

4. If the husband clears arrears and wife is hereby directed to give access of the child Vihaan to the husband as directed by this Court and by the Hon'ble High Court.

5. If the husband clears entire arrears and wife failed to comply of this order, her petition will stand dismissed automatically thereafter."

2. Applications at Exhibit 263 and 270 are the applications filed by the wife to strike out defence for non-compliance of the order of maintenance. There is no dispute that the petitioner is in arrears towards payment of maintenance to the wife. So far as the maintenance for the minor son is concerned, the amounts have been paid by the petitioner. The aforesaid order directs payment of maintenance to the wife and grant of access to the husband to meet the child after the husband clears the arrears.

3. Learned counsel for the petitioner relies upon an order dated 30th May 2024 passed by the Family Court issuing directions regarding

liquidating the fixed deposits of the parties in two banks. According to the learned counsel for the petitioner clause (d) and clause (h) of the operative order takes care of the payment towards arrears of maintenance for the wife. Clause (d) and clause (h) relied upon by the petitioner reads as under :

“(d) Respondent is directed to deposit 25% of due maintenance amount of petitioner in within three days after withdrawal of the amount from H.D.F.C. Bank.

(h) On submitting details by petitioner, Nazir of Family Court Pune is hereby directed to pay maintenance amount of son, out of received amount from Bank of Maharashtra and Bank of Baroda and remaining amount be kept in fixed deposit in the name of the Principal Judge, Family Court, Pune, till the decision of main petition.”

4. Though the learned counsel for the petitioner relies upon the aforesaid clauses, he is unable to point out which of the directions in the aforesaid clauses permits the wife to receive amount towards arrears of maintenance. Except for relying upon the aforesaid clauses learned counsel for the petitioner is unable to point out whether the

amount towards arrears of maintenance are paid.

5. In view of the aforesaid admitted facts, I do not find that this is a fit case to exercise powers under Article 227 of the Constitution of India.

6. Petition is devoid of merits. Hence Writ Petition is dismissed.

[GAURI GODSE, J.]