

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

MISCELLANEOUS CIVIL APPLICATION NO.80 OF 2024

Amey Puroshottam Kudchadar .. Applicant
Versus
Amruta Amey Kudchadkar .. Respondent

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- Mr. Bharat Manghani, Advocate for Applicant.
- Mr. Sachin Pawar a/w. Mr. Sagar Kadam, Advocates for Respondent.

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CORAM : MILIND N. JADHAV, J.

DATE : AUGUST 29, 2024

P.C.:

1. Heard Mr. Manghani, learned Advocate for Applicant and Mr. Pawar, learned Advocate for Respondent.
2. I have heard Mr. Manghani and Mr. Pawar, learned Advocates appearing for the respective parties yesterday i.e. on 28.08.2024 and the following order was passed:-

"1. Heard Mr. Manghani, learned Advocate for Applicant and Mr. Pawar, learned Advocate for Respondent.

2. Present Misc. Civil Application (MCA) seeks transfer of case No. DV/60/2021 from the Court of Metropolitan Magistrate, Thane to the Family Court at Thane.

3. There are two grievances expressed by the Respondent which deserve immediate intervention of the Court. One grievance pertains to outstanding arrears and the second grievance pertains to non-compliance of the orders passed by the D.V. Court regarding non-payment of EMI.

4. Mr. Manghani would submit that Applicant has brought demand draft of Rs. 5 Lacs in Court which is handed over to the Respondent who is present in Court through her Advocate. On instructions, he would submit that the remaining amount of Rs.

7 Lacs (approx) shall be paid to Respondent within a period of seven months in seven equated monthly installments of Rs. 1 Lac each by the Applicant. Even if this submission is accepted, it would still result in having arrears of Rs. 3.5 Lacs over the next seven months since the order of interim maintenance awarded by the D.V. Court is 50,000/- per month. I have impressed upon the learned Advocate for Applicant to consider raising the amount which shall be paid by him from Rs. 1 Lac upwards so that appropriate order can be passed and parties can be relegated to the Family Court for a decision in the twin proceedings. Mr. Manghani assures the Court that he shall take instructions from his client and accordingly inform the Court tomorrow.

5. Mr. Pawar would submit that according to his computation, outstanding amount is approximately Rs. 15 Lacs. He shall furnish his computation in respect of the same to Mr. Manghani. Mr. Manghani shall take instructions and confirm the outstanding amount to the Court tomorrow so that appropriate order can be passed by Court.

6. Needless to state that this Court shall pass directions for clubbing the two matters together before the Family Court, Thane as also direction to hear the matters expeditiously considering the timeline in the present case.

*7. Stand over to **29th August, 2024 at 2:30 p.m.**"*

3. Today, both the learned Advocates appearing for respective parties file their respective computation of the maintenance amount and details of arrears directed to be paid by the learned Trial Court. There is no discrepancy in so far outstanding amount is concerned as informed by both the learned Advocates appearing for respective parties today.

4. According to Mr. Manghani and Mr. Pawar, the outstanding maintenance amount due and payable by Applicant to the Respondent is Rs.10,00,000/-. On 28.08.2024, this Court after hearing learned Advocates appearing for respective parties, passed directions for

payment of outstanding arrears amount of Rs.7,00,000/- in seven equated monthly installments of Rs.1,00,000/- each. In that view of the matter, considering that outstanding arrears amount is Rs.10,00,000/-, the same directions shall be applied to the payment of further additional outstanding amount over Rs.7,00,000/-. It is clarified that in so far as the equated monthly installments of Life Insurance Corporation Housing Finance Limited is concerned, same shall be paid by Applicant only until the learned Trial Court decides the Petition finally and shall be subject to the orders passed by the learned Trial Court therein.

5. Mr. Manghani, as also, Mr. Pawar would urge the Court to pass direction to decide the Marriage Petition, as also proceedings under the Protection of Women from Domestic Violence Act, 2005 (for short '**the said Act**') together as expeditiously as possible. This request needs to be allowed and granted since it will not only enure to the benefit of both the parties but would also ensure finality of litigation between the parties.

6. In that view of the matter, learned Family Court, Thane is directed to club both the matters i.e. Marriage Petition and proceeding under the said Act together which are the subject matter of this Miscellaneous Civil Application and decide the same as expeditiously as possible and in any event within a period of six months from today.

It shall be open to the parties to ensure an early finality to the proceedings before the Trial Court i.e. Family Court, Thane, if the parties so desire. However, all interim directions with respect to payment of maintenance amount or any other directions shall be subject to final decision in the twin proceedings to be decided by the learned Family Court at Thane.

7. In view of the above, Application stands allowed in terms of prayer clause (a). It is clarified that reference to 'Metropolitan' Magistrate in prayer clause (a) is incorrect and shall be read as 'Judicial' Magistrate. Amendment to that effect is permitted to be carried out forthwith. Reverification stands dispensed with. Amendment is carried out in my presence in Court. Prayer clause (a) reads thus:-

“(a) This Hon’ble Court be pleased to transfer Case No. DV/60/2021 pending before the Ld. Judicial Magistrate’s Court at Thane to the Hon’ble Family Court at Thane, Mumbai and direct the same to be heard and decided with the Petition bearing Nos. A-276 of 2020 and E/5 of 2021 pending before the IInd Family Court, Thane,”

8. It is further clarified that as delineated in the order dated 28.08.2024 and as directed today, the amount due and payable every month shall be paid on and before 5th of every month in the Bank account of Respondent held in the following Bank, account details of which are provided to the Court. Mr. Manghani agrees to the same. The same are as follows:-

Email	amruta.159@gmail.com
Bank Name	HDFC Bank
Customer ID	54686115
Account No.	50100039170674
Account Opening Date	26.06.2014
Account Status	Regular
RTGS/NEFT IFSC	HDFC0004359

9. Liberty to the parties to apply to the concerned Court for any other interlocutory directions.

10. With the above directions, Miscellaneous Civil Application is allowed and disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

HARSHADA
HANUMANT
SAWANT

Digitally signed by
HARSHADA
HANUMANT
SAWANT
Date: 2024.08.31
11:51:12 +0530