

CRR 329 of 2024

Reba Dhuli @ Majhi
Vs.
Madan Chandra Dhuli

Adv. Tapas Kumar Ghosh,
Adv. Tanmay Chowdhury,

... for the Petitioner.

Adv. Prosenjit Mukherjee,
Adv. Saptarshi Chakraborty,
Adv. Babita Pramanik,

... For the opposite party.

Supplementary affidavit filed by the opposite party is taken on record.

Heard learned counsels for the parties.

The petitioner was granted maintenance by the learned Judicial Magistrate, 3rd Court, Suri, Birbhum to the tune of Rs.2,000/- per month initially which was subsequently enhanced to Rs.6,000/- per month by an order dated 30th September, 2013.

Both the orders were assailed by the opposite party before the learned Additional Sessions Judge and by an order passed on 10th April, 2014 in criminal revision no. 1 of 2014, the learned Additional Sessions Judge affirmed the order of the learned Magistrate enhancing the maintenance to Rs.6,000/-.

The opposite party came up before this Court in CRR 1813 of 2014 assailing the order passed by the learned Additional Sessions Judge, and by an order passed on 19th December, 2017, this court dismissed the revisional application with an observation that there was no reason to interfere with the order of enhancement passed by the learned trial Court.

Learned counsel for the opposite party submits that the opposite party is ready and willing to pay Rs.7,000/- per month to the petitioner as current/arrear maintenance.

It is not in dispute that the opposite party has been continuing to pay Rs.4,500/- to the petitioner in terms of the interim order passed by this Court on 21st July, 2014. The petitioner filed an execution case under Section 125(3) of the Code of Criminal Procedure on 11th August, 2023 which was rejected by the learned Magistrate solely on the ground that it was not tenable in law in view of the delay in filing the same.

The opposite party has been directed to pay Rs.6,000/- to the petitioner by the learned Magistrate, the said order being affirmed by the learned Additional Sessions Judge as well as this Court. Therefore it is incumbent upon the petitioner to comply with the said order in its true letter and spirit. Admittedly the opposite party has been paying Rs.4,500/- to the petitioner from 2014 till date. Huge arrears are outstanding.

In view of the above, the opposite party is directed to pay Rs.10,000/- per month to the petitioner as current maintenance to the tune of Rs.6,000/- per month and arrear maintenance to the tune of Rs.4,000/- per month. The opposite party shall continue to pay Rs.4,000/- per month besides the current maintenance till the entire arrear maintenance is liquidated.

The current maintenance for each month be paid within seventh day of each succeeding month. In the event of violation of this order by the opposite party, the petitioner shall be at liberty to take necessary steps in accordance with law.

In view of the above observation made by this Court, the order impugned dated 23rd November, 2023 in Misc. Execution case no. 295 of 2023 passed by the learned Judicial Magistrate, 3rd Court, Suri, Birbhum be set aside/quashed.

CRR 329 of 2024 is disposed of.

Urgent certified website copy of this order, if applied for, be supplied to the parties upon compliance with all requisite formalities.

(Suvra Ghosh, J.)