

16.09.2025
Item No.37
Ct. No. 446
RP

CRR 3779 of 2025

In the matter of : Bisnupada Sarkar

..... Petitioner

Md. Shamimuddin
Mr. Sk. Samiul Haque

....For Petitioner

1. This application has been filed under Section 528 of BNSS 2023 by the petitioner/husband against the order dated 22.05.2025 passed by the learned Additional District and Sessions Judge, 13th Court at Alipore in connection with Criminal Motion No.159 of 2022 now pending before Learned 6th Judicial Magistrate at Alipore.
2. It is the contention of the learned advocate representing the petitioner that against the order passed by the learned Court granting maintenance in favour of the petitioner in criminal revisional application filed before the learned District and Sessions Judge, 24 Parganas (South) and subsequently heard by the learned Additional Sessions Judge, 13th Court, Alipore, vide order no.18 dated 22nd May, 2025 the said criminal motion was rejected affirming the order passed by the learned Judicial Magistrate on 31st May, 2022 and directed the present petitioner to pay interim maintenance of Rs.8000/- to

the opposite party herein within 7th of each succeeding month from the date of filing application i.e. 4th September, 2019. The petitioner/husband was further be directed to deposit arrear of interim maintenance within August 2025. The learned Court further directed to pay Rs.5000/- initially which is regularly paid by the petitioner but due to enhancement of Rs.8000/- there accrued an arrear and the learned Court directed the amount already paid is to be deducted/set off from the arrears of maintenance to be paid in connection with the proceeding pending before the learned Court in M-763 of 2019 within the period of three months i.e. August 2025. The petitioner is unable to deposit such huge amount accrued towards arrear amount within the stipulated period of time and he prays for extension of such time period to enable him to clear the dues.

3. It is also his case that at no point of time he defaulted in making any payment and continued with the payment towards maintenance as directed by the learned Court and a total amount of Rs.30,000/- has been paid towards maintenance which is now accrued to the tune of approximately Rs.2,00,000/-.
4. On careful perusal of the entire facts and circumstances and that the petitioner/husband is

regularly paying the amount of maintenance which husband stated by way of affidavit and further expressed his willingness to pay the rest of the amount pursuant to the direction of the revisional Court with a prayer for relaxing the period by a further period of six months. This Court considering the entire facts of the case is of the view that the matter can be dealt with without serving any notice upon the opposite party as the interest of the opposite party will not be prejudiced since due to non-payment the opposite party otherwise would have to file the execution petition.

5. That apart, the petitioner is to be given a reasonable opportunity to clear the dues, otherwise the purpose of passing such order of granting maintenance may be frustrated.
6. In view of the aforesaid, this revisional application stands allowed to the extent that the time period granted to the petitioner/husband to pay the arrear amount towards the interim maintenance within August 2025 is extended till 31st December, 2025 subject to the condition the petitioner will go on paying the current amount alongwith a reasonable amount towards maintenance amount.. The rest part of the impugned order will remain same.

7. Since this matter has been taken up without serving any notice upon the opposite party this Court has not entered into the merit of the case regarding merit of the case excepting enhancing the time period to pay the arrear of interim maintenance to enable the petitioner to comply with the direction of the order passed by the revisional Court.
8. In view of the above, this revisional application is disposed of.
9. Urgent Photostat certified copy of this order, if applied for, be delivered to the learned advocates for the parties, upon compliance of all formalities.

(Chaitali Chatterjee (Das), J.)