



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

12 CRIMINAL REVISION APPLICATION NO. 84 OF 2025

ANANT S/O BABURAO KANKUTE

....Applicant

VERSUS

**MAHI ANANT KANKUTE U/G OF PRATIBHA EX W/O ANANT
KANKUTE PRATIBHA BHAUSAHEB MHASKE**

.....Respondent

WITH

CRIMINAL REVISION APPLICATION NO. 187 OF 2025

Mr. A. G. Jadhav, Advocate for the applicant in 84/2025

Mr. A. I. Deshmukh, Advocate h/f Mr. V. T. Patil, Advocate for the
respondent in 84/2025 and applicant in 187/2025

Mr. N. N. Bhagwat, Advocate for the respondent in 187/2025

CORAM : ABHAY J. MANTRI, J.

DATE : 06th OCTOBER, 2025

ORAL JUDGMENT :

1. The learned advocate for the respondent-husband has
tendered a copy of the respondent's affidavit-in-reply across the bar;
the same is taken on record.

2. Criminal Revision Application No. 84/2025 and Criminal
Revision Application No. 187/2025 arising from the judgment and
order dated 20-01-2025 passed by the learned Judge, Family Court,
Jalna in Petition No. E-107/2023, whereby the petition was partly
allowed and the applicant was directed to pay maintenance of Rs.

4000/- per month to petitioner No. 1, i.e. the daughter, from the date of the petition.

3. Criminal Revision Application No. 84/2025 filed by the husband for quashing and setting aside the impugned judgment and order as against the Criminal Revision Application No.187/2025 filed to enhance the maintenance amount. For the sake of convenience, I would like to refer to the parties by their original status as stated in the petition No. E-107/2023.

4. Heard the learned advocates for both parties. Perused the judgment and record. I have also gone through the judgment relied on by the learned advocate for the respondent-husband, and also gone through the evidence of the petitioner-wife, as well as Rule 31 of the Maharashtra Family Court Rules (for short- ***The Rules***) and Section 9 of the Family Court Act (for short- ***The Act***).

5. At the outset, it appears that the petitioners, i.e. wife and daughter, have filed an application for the grant of maintenance under Section 125 of the Criminal Procedure Code (For short- ***Cr. P C.***) against the respondent-husband. The respondent filed his say and resisted the petition, contending that it was not maintainable and was filed on false facts. The petitioners have not disclosed that their relationship was dissolved by the court's decree. They obtained the decree by mutual consent, in accordance with the terms and

conditions of the consent terms. He has paid a lump sum of Rs. 8 lakhs towards the maintenance of the petitioners. He has taken out an insurance policy for Rs. 3 lakhs and also taken out a Mediclaim policy. Therefore, he urged that the petitioners are not entitled to maintenance.

6. After considering the evidence on record, the learned Judge partly allowed the petition, holding that petitioner No. 1, the daughter, is only entitled to monthly maintenance of Rs. 4000/-. However, no maintenance was granted to petitioner No. 2, the wife.

7. Being aggrieved by the said order, the petitioner No.1, the daughter, has filed Criminal Revision Application No. 187/2025 and Criminal Revision Application No. 84/2025 by her father.

8. The learned advocate for the respondent-husband has vehemently contended that a compromise took place between the petitioners and the respondent in the divorce proceeding. He has also drawn my attention to the consent deed dated 04-09-2019 filed before the learned Family Court in the divorce proceedings, and pointed out the clause Nos. 2,3, and 8 of the said consent deed and submitted that the petition claiming maintenance is not tenable in view of the same. He also drew my attention to section 9 of the Act and Rule 31 of the Rules. He further submitted that the respondent has taken an insurance policy in the name of petitioner No.1-

daughter for a sum of Rs. 3 lakhs, and also drawn a Medi-claim policy. Therefore, he urged that in view of the same and the mandate of Rule 31 and section 9, the petitioners are not entitled to claim any maintenance. However, the learned Family Court erred in ignoring the said facts and granted maintenance of Rs. 4000/- to the daughter. Therefore, he urged setting aside the said order.

9. Similarly, the learned advocate for the respondent-husband in Criminal Revision Application No.187/2025 filed an affidavit-in-reply and thereby contended that revision is not maintainable as in the divorce proceeding, petitioner No. 2 and husband have filed consent terms and agreed that in future she will not claim any maintenance. The husband has also agreed to pay Rs. 8 lakhs towards a full and final settlement. Additionally, he has taken out an insurance policy and a Mediclaim policy in his daughter's name. The respondent is ready to take custody of the daughter. The respondent has fulfilled his responsibility; therefore, the petitioner, No. 1 daughter, is not entitled to an increase in the maintenance amount.

10. To buttress his submissions, he has relied upon Sau. Usha Uddhav Chanphane Vs Uddhav Chirkut Chanphane reported in (2015) 4 Bom. C. R. (Cri) 273 and Ruchi Agrawal Vs Amit Kumar Agrawal and others reported in (2005) 3 SCC 299 and pointed out

para no. 8 of (Ruchi- Supra) and 18 of (Usha-Supra) respectively and propounded that if the wife has received maintenance in lump-sum then she is not entitled to claim maintenance under Section 125 of the Cr. P. C. Similarly, section 397 of the Cr. P. C., there is limited scope to interfere in the impugned judgment and order, if the same is found perverse, then only. As such, he submitted that the judgment passed by the learned Judge is just and proper. Therefore, no interference is required in the revisional jurisdiction. Hence, he urged for the dismissal of the revision application.

11. As against the learned advocate for the petitioner-daughter vehemently submitted that the petitioner No. 1 is a daughter who filed this revision application, and the wife has not filed it. He further submitted that the daughter was not a party in the divorce proceeding. Therefore, consent terms executed between the wife and husband are not binding on the daughter. Likewise, in the consent terms in paragraph 2, it is stated that the husband agrees to pay a one-time settlement amount of Rs. 8 lakhs to the wife as maintenance. The said amount was bifurcated, i.e. Rs. 5 lakhs were to be given to the wife and Rs. 3 lakhs were to be deposited in the fixed deposit in the name of the petitioner. However, he submitted that the daughter is unable to maintain herself. She has no source of income, and the respondent, being her father, is liable to pay

maintenance. He also drew my attention to the findings recorded by the learned Judge in paragraph 26 of the judgment and submitted that the respondent is receiving a gross salary of Rs. 68,257/- and a net monthly salary of Rs. 45,236/-; therefore, he is capable of earning. Consequently, he is liable to pay maintenance to the daughter. However, the learned trial court erred in awarding less maintenance. Therefore, he urged that the amount be enhanced from Rs. 4000/- to Rs. 10000/- per month.

12. Having considered the rival submissions of the parties and gone through the record, at the outset, it appears that the respondent does not dispute his relationship with the wife and daughter. Further, he does not dispute that he receives a salary of Rs. 68,257/-. Similarly, he has not paid any maintenance amount to his daughter. Only contention of the learned advocate for the respondent-husband is that at the time of settlement of the matter in the divorce proceeding, he had paid a lump-sum amount of Rs. 8 lakhs to the wife and out of that, he has drawn an insurance policy of Rs. 3 lakhs in the name of daughter and therefore, she is not entitled to claim maintenance.

13. It is pertinent to note that it is a bounden duty of the father to maintain his daughter. He cannot be permitted to plead that he is unable to maintain her due to financial constraints as long as he

is capable of earning a sufficient income. Similarly, taking out the insurance policy does not mean that he has paid the maintenance amount to his daughter. The said amount is paid to secure her life and not towards maintenance. Therefore, I do not find substance in his contention in that regard. Secondly, I went through the consent terms signed by the husband and wife on 04-09-2019. Upon perusal of the same, it is revealed that the husband and wife, by mutual consent, filed divorce proceedings before the learned Family Court, wherein they have submitted consent terms. I would like to reproduce clauses Nos. 2 and 3 of the consent terms :

२. अर्जदार गैरअर्जदारासए करकमी पोटगी म्हणून ८,००,००० अक्षरी आठ लाख देण्यास तयात आहे हे दोघांनाही मान्य आहे.

३. त्यापैकी ३,००,००० तिन लाख दिनांक १८/१०/२०१९ ला कु, माही अनंत कनकुटे मुलगी हिच्या नावेए फ. डी.आर. करुन देतील त्यास नॉमीनी गैरअर्जदार सौ. प्रतिभा अनंत कनकुटे ही असेल. हे दोघांनाही मान्य आहे.

14. Bare perusal of clause No. 2, which indicates that the respondent agreed to pay a one-time maintenance amount of Rs. 8 lakhs to the wife, i.e. petitioner No. 2. Said terms and conditions clearly show that the husband has paid one-time maintenance to the wife. It does not emerge that he has paid maintenance to the daughter. However, as per Clause No. 3, he is required to invest an amount of Rs. 3 lakhs in the FDR in the daughter's name; instead, he

has taken an insurance policy in her name. That does not mean that the father has paid the maintenance amount to the daughter. Therefore, the consent terms are not helpful to the respondent in supporting his defence, as he has already paid maintenance to his daughter.

15. Thus, the mandate in section 9 and Rule 31 is hardly of any assistance to the respondent. On the other hand, it appears that the respondent is getting a salary of Rs. 68,257/-. It is also on record that the petitioner-daughter is a school-going student, and her fees are Rs. 21,000/- per annum. The said fees are required to be paid by the father. *Moreover*, it does not appear that the petitioner has an income source to maintain herself. It is noted that there have been rises in essential commodities. Therefore, the amount of maintenance awarded by the learned Family Court to the daughter appears to be too meagre to satisfy her daily needs.

16. The rationale of granting maintenance to the applicants is the object of enacting maintenance legislation, so as to enable the child to overcome the financial crunch which occurs on separation from her father. *Moreover*, it is pertinent to note that Section 125 of the Code of Criminal Procedure is a social welfare provision, which must be subjected to an extensive beneficial concern, and this understanding has been extended to maintenance. Similarly, it must

be borne in mind that the right to maintenance under Section 125 of the Code of Criminal Procedure is not a benefit the wife and daughter receive. Still, it is rather a legal and moral duty owed by the husband/father to support his wife and daughter. Undisputedly, the wife and daughter do not reside with the applicant, and the applicant does not provide the daughter with any support for her livelihood/maintenance. This is sufficient in itself to grant her maintenance.

17. Perused the judgment in Ruchi Agrawal (supra) wherein facts were distinct from the case at hand. The fact that the lump-sum maintenance and her stridhan property were given to the wife by the husband, and therefore, the court has held that the wife is not entitled to maintenance under Section 125 of the Cr. P. C. In the present case, the learned Family Court, while partly allowing the application, has not granted maintenance to the wife but has granted maintenance to the daughter to the extent of Rs. 4,000/- per month. Therefore, the question of receiving lump-sum maintenance or Stridhan to the daughter does not arise. Therefore, the law laid down in the said judgment is hardly of any assistance to the respondent-father.

18. In Usha Uddhav Chanphane (supra), the court has observed that under Section 397 of the Cr. P. C., the scope of revision

is limited. The revisional court could not disturb the findings of the Magistrate on the disputed question, which was recorded after full consideration of the evidence, and the learned Magistrate passed a maintenance order. There is no dispute regarding the proposition of the law in question. However, in the case at hand, it has come on record that the father is receiving a salary of Rs. 68,257/-, and only Rs. 4000/- was paid to the daughter towards her maintenance. Out of that amount of Rs. 21000/- (school fees), i.e. approximately Rs. 1800/- per month, is liable to pay towards fees only. Therefore, having considered the facts above, it appears that the learned Family Court erred in awarding maintenance of only Rs. 4000/-. Apart from that, due to hikes in essential commodities, it is very difficult for the child and wife to maintain the respondent's living standard. Therefore, the amount awarded by the learned Family Court appears to be too meagre to satisfy the daily needs of the daughter. Thus, interference is required in the impugned judgment and order to the extent of enhancement of the maintenance amount of the daughter. The enhancement amount ranges from Rs. 4000/- to Rs. 9000/-, i.e., 20% of the net salary (less than 15% of the gross pay/salary). As a consequence, the observations made in the Usha Uddhav Chanphane (supra) are not helpful to the respondent-husband in support of his submission.

19. As an upshot of the above discussion, it is evident that the respondent-husband has sufficient means of income to pay the maintenance of the daughter. However, he has failed to maintain the daughter. The learned Family Court granted a meagre amount of Rs. 4000/-. Therefore, it is liable to be enhanced to Rs. 9000/- instead of Rs. 4000/-. i.e., 20% of the net salary.

20. Thus, perusing the impugned judgment and order, it is apparent that the order passed by the learned Judge to the extent of the petitioner No. 2 is just and proper. However, I deemed it appropriate to modify the impugned order with respect to the enhancement of maintenance to the extent of petitioner No. 1-daughter. The learned advocate for the respondent-husband fairly submitted that he has not challenged the impugned order. That means, he has no grudge about the findings recorded by the learned Family Court.

21. That being so, Criminal Revision Application No. 84/2025 filed by the husband, being devoid of merit, stands dismissed. On the contrary, the Criminal Revision Application No. 187/2025, filed by the daughter, is partly allowed. Accordingly, the impugned judgment and order dated 20-01-2025 is modified to the extent of clause No. 2 that the respondent-father is liable to pay the maintenance of Rs. 9000/- per month to the petitioner No. 1-

daughter from the date of the petition instead of Rs. 4000/-.

22. Consequently, the respondent-husband is directed to deposit any arrears of amount in the learned Family Court, Jalna, within eight weeks from today. Failing this, the learned Judge of the Family Court shall take appropriate steps to enforce compliance with the said order.

23. In view of the above, both the Criminal Revision Applications stand disposed of.

[ABHAY J. MANTRI, J.]