

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.13559 OF 2024

Narayandas Natwarlal Rajput	...Petitioner
<i>Versus</i>	
Anjali Narayandas Rajput	...Respondent

Mr. Amrut Joshi a/w. Mr. Dnyaneshwar Kale, for the Petitioner.
Ms. Vaishnavi Kamble i/b. Ms. Shraddha Kadam, for the Respondent.

CORAM: MADHAV J. JAMDAR, J.
DATED : 29th APRIL 2025

P. C.:

1. Heard Mr. Joshi, learned Counsel appearing for the Petitioner and Ms. Kamble, learned Counsel appearing for the Respondent.

2. By the present Writ Petition filed under Article 227 of the Constitution of India, the challenge is to the legality and validity of the order dated 3rd April 2024 passed by the learned Judge, Family Court No.6, Bandra, Mumbai below Exhibit-33 in Petition No.A-2357 of 2021. The Operative Part of the impugned order reads as under:

“ORDER

1] The application is allowed.

2] The Respondent-Husband is directed to pay the entire education fees Rs.19,59,000/- of the child on or before May 2024.

3] The Respondent-Husband is hereby further directed to pay Rs.3,39,000/- out of the said amount on or before 07.04.2024.

4] The Petitioner-Wife is hereby directed to provide the Respondent the latest working contact number of the child in order to enable him to contact the child via V.C.”

3. The impugned order specifically makes reference to the Consent Terms dated 15th June 2023. The said Consent Terms read as under:

“CONSENT TERMS FOR CHILD EDUCATION EXPENSES

1. The petitioner & Respondent got married on 27/05/1996 at Mumbai.

2. There are two issues born from the said marriage Unnati Rajput (25 year old) & Aditya Rajput (19 years 10 months old)

3. The Respondent is agreed to pay two years B.B.A. course fees to the petitioner by way of bank transfer and third year fees he will directly pay to the concern authority (NMI MS-CIS) (Adityas education)

4. She will share two year fees Receipt with the Respondent in seven days. The Respondent will pay two years fees on or before & 30th Sept. 2023.

5. The Respondent will take care of entire education expenses till Aditya is completed his education.”

(Emphasis added)

4. Mr. Joshi, learned Counsel appearing for the Petitioner points out pursis submitted by the Petitioner on page 67 and receipt issued by the Respondent-Wife on page 76. The pursis which is on page 67 filed by the Petitioner-Husband states that the Consent Terms dated 15th June 2023 has been complied with by payment of entire amount as per clause Nos.3 and 4 of the Consent Terms. The said pursis is dated 30th September 2023. The receipt executed by the Respondent-Wife also states that she has received educationsl expenses as per clause Nos.3 and 4 of the Consent Terms dated 15th June 2023.

5. On the basis of the said pursis filed by the Petitioner-Husband and receipt dated 30th September 2023 executed by the Respondent-Wife, it is the contention of Mr. Joshi, learned Counsel appearing for the Petitioner that the Consent Terms have been completely complied with and the Petitioner is not liable to pay

further educational expenses of the child. However, it is required to note that as far as the compliance stated is with respect to clause Nos.3 and 4. In the said clause Nos.3 and 4, the payment to be made with respect to the fees of the son and daughter are mentioned. As far as son is concerned, specific Institution is mentioned i.e. NMI MS-CIS. What is important to note that after mentioning particulars of the Institution in clause No.3, where specifically B.B.A. course is mentioned which is to be completed within a period of three years. The clause No.5 of the Consent Terms mentions that the Respondent shall take care of entire educational expenses till son-Aditya completes his education. According to Mr. Joshi, learned Counsel the educational expenses mentioned in clause 3 and 4 are the complete educational expenses. However, what is contemplated by the Consent Terms is that after the said course of three years of B.B.A. is completed, son-Aditya will take further education and entire educational expenses of the son-Aditya will be borne by the present Petitioner-Father.

6. It is clear that the impugned order passed is in consonance with the Consent Terms.

7. Apart from the above discussion, it is required to be noted that the Petitioner is in the business of Oil and Gas Industry and earning substantial income. It is required to note that as per notice dated 14th June 2024 issued by the Income Tax Department under Section 133(6) of the Income Tax Act, 1961, the rent received by the Petitioner is Rs.2,40,11,963/-. In the above background, it is also required to note that affidavit of assets and liabilities dated 3rd November 2022 filed by the Petitioner mentions that the income of the Petitioner is Rs.2.5 lakhs per month. Thus, it is clear that the said affidavit of assets and liabilities is not truthful and the Petitioner has not approached the Court with clean hands.

8. It is very clear that filing of the present Writ Petition by taking contentions contrary to whatever set out in the Consent Terms itself is an abuse of process of law.

9. Accordingly, no interference under the writ jurisdiction of this Court under Article 227 of the Constitution of India is warranted, which is discretionary and equitable jurisdiction. The Writ Petition is dismissed, with cost of Rs.25,000/- to be paid by the Petitioner to the Respondent within a period of four weeks

from today. The Petitioner shall also comply with the impugned order within a period of eight weeks from today.

10. At this stage, Mr. Joshi, learned Counsel appearing for the Petitioner seeks stay of this order. However, in the facts and circumstances of this case, the said request is rejected.

[MADHAV J. JAMDAR, J.]

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