IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3274 OF 2025
WITH
INTERIM APPLICATION NO.3487 OF 2025

Mr.Sudhir Damodara .... Petitioner

Versus

Mrs.Shikha Bhardwaj .... Respondent

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Mr.Sachin Daga a/w. Shreyashi Panda, Advocate for the Petitioner.
Mrs.Vandana Tiwari, Advocate for Respondent.

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CORAM : MANJUSHA DESHPANDE, J.

DATED : 17th July, 2025.

P.C. :

1. The Petitioner-husband is challenging the orders at Exhibit-6 and Exhibit-22, dated 10th April 2024 and 28th December 2024, respectively. The order dated 28th December 2024 was passed on an application seeking modification or setting aside of the earlier order dated 10th April 2024. Vide order dated 10th April 2024, the application filed by the Respondent for payment of school fees and bus fees of the daughter, Kalki, as well as the rent of the premises where the Respondent is residing, was allowed. The Petitioner was thereby directed to pay the rent of the flat where the Respondent resides, along with the school and bus fees of their daughter Kalki,

until the decision on the interim maintenance application filed by the Respondent.

2. The learned advocate appearing for the Petitioner submits that the Respondent is a highly educated woman, having secured a gold medal in her post-graduation. Prior to marriage, she was employed as a Research Associate at FICCI, New Delhi, and later at NOVOZYMES, Bangalore. After marriage, she chose to stop working and remained at home. The Petitioner, who has been running an HVAC trading company, namely Climatronics Technologies Private Limited, since November 2012, appointed the Respondent as a Director of the company and paid her a monthly remuneration of Rs. 2,50,000/-. It is submitted that this remuneration has accumulated in the Respondent's bank account and currently amounts to approximately Rs. 3.5 crores. Hence, according to the Petitioner, there is no necessity for him to bear the rent of the premises where the Respondent is currently residing. It is further submitted that after the Respondent moved out of the shared household, the Petitioner also rented a separate apartment for himself, for which he pays a rent of Rs. 35,000/- per month. The flat previously shared by the parties, and currently occupied by the Respondent, commands a monthly rent of Rs. 75,000/-.

3. According to the Petitioner, after their separation, it was no

longer necessary to occupy a three-bedroom flat. Due to the continued acrimonious relationship that continued between the parties, unable to continue to reside with the Petitioner as well as the marriage, the petitioner filed M.J. Petition no.572 of 2024 before the Family Court, Bandra, Mumbai, in February 2024, seeking dissolution of marriage on the ground of cruelty and mental harassment.

4. During the pendency of the Petition, the Respondent filed Application dated 3rd October, 2024, seeking interim maintenance for herself and their minor daughter, Kalki. The Respondent also filed an Application seeking ad-hoc payment towards house rent and school fees of their minor child. Although, the Petitioner has pointed out that there are substantial savings of approximately Rs.3.5 crores in the name of Respondent No.1 and Rs.1 crores invested in Mutual funds in the name of minor child, the learned Judge, Family Court passed an order directing the Petitioner to pay the school fess and bus fees of their daughter, Kalki, as well as the rent for the flat currently occupied by the Respondent, until a final decision is made on the interim maintenance application.

5. Despite seeking modification of the order dated 10th April, 2024, it was rejected by the Judge, Family Court, Mumbai *vide* order dated 28th December, 2024. The learned Advocate for the Petitioner submits that the order dated 10th April, 2024 was passed without any

evidence placed before the Judge, Family Court No.3, Bandra, Mumbai. The affidavits of assets and liabilities of both parties had not been filed when the order below Exhibit-6 was passed. However, when the Petitioner sought modification of the order, the parties had filed their respective affidavits of assets and liabilities on 17th July 2024. According to him, it was agreed between them that the educational expenses of the daughter and rent would be borne by them equally. It is submitted that the Respondent has also received funds from the sale of a flat owned by her, amounting to approximately ₹6,00,000, which is disclosed in her affidavit of assets and liabilities. She also holds fixed deposits worth ₹2,00,00,000 and gold worth approximately ₹25,00,000/-. As such, she possess assets worth more than ₹3.5 crores. Apart from this, there is an investment of ₹1,00,00,000 in the HDFC Children Gift Fund in the name of their minor daughter, from which the Respondent is earning interest.

6. Hence,, considering that the Respondent is capable of earning, being a gold medalist and highly qualified individual, and given the assets she holds, she should be equally and jointly responsible for their daughter’s expenses. All these aspects were not properly considered by the Judge, Family Court, leading to the rejection of the Petitioner’s application for modification of the order passed below Exhibit-22.

7. According to the Petitioner, after filing of the affidavits of assets and liabilities, the Court failed to consider the disclosures made by either party. Though the Respondent may not be employed at present, the fact remains that she holds substantial funds in her bank account. She is not financially dependent on him.

8. Per contra, the learned advocate appearing for the Respondent submitted that, it was never agreed between the parties that, the school fees would be equally borne by them. Though she admitted that there is an amount of ₹20,00,000/- in her savings account, she stated that this amount was accumulated while she was still residing with the Petitioner. This includes ₹27,00,000/- received from the sale of her flat, along with the interest earned on the principal amount invested in mutual funds. It is further contended that the amount of ₹2,00,00,000/- was earned solely by her over the years while she was residing with the Petitioner.

9. It is submitted that ₹2 crores are in fixed deposits, ₹50,00,000/- are invested in mutual funds, and as for the amount of ₹1,50,00,000/- in the name of their daughter, it is invested in the HDFC Children Gift Fund, which is a locked-in amount. Hence, there is no substance in the Petitioner's claim that the Respondent has large sums readily available at her disposal. The application filed by the Respondent was limited only to the payment of rent and the school

fees of their daughter, Kalki. The order below Exhibit-6 was passed as an ad-hoc arrangement during the pendency of the interim application. The learned Judge also took into consideration that their daughter was already studying at Oberoi International School, Goregaon, even before the parties separated.

10. Since the Petitioner was already making payments towards the school fees and bus fees, the learned Judge, Family Court, Mumbai, considered it appropriate that he should continue bearing the educational expenses of the daughter. The Court relied on the Petitioner's own statement that the Respondent has been a housewife since their marriage and that he had appointed her as a Director in his company, with a salary of ₹2,50,000/- per month. The Court observed that the salary paid by him had accumulated in her account and was already invested in mutual funds. Therefore, the Respondent is facing difficulty in paying the rent of Rs.75,000/- and educational expenses of Respondent no.2. Considering that these expenses were taken care of prior to the separation between the parties, the Court held that by way of an ad–hoc arrangement, the Petitioner should continue to pay the school fees, bus fees of the daughter and the rent of the flat. Although, the affidavit of assets and liabilities were filed after the order dated 10th April, 2024 was passed, the Petitioner's application seeking modification of that order was rejected by the learned Judge, Family Court on the ground that the Petitioner is

exclusive owner and director of the company Climatronics, with an annual income of Rs.40,00,000/- per year and Rs.30,00,000/- after deduction of tax. The monthly income shown by him as his salary is Rs.2,50,000/- per month.

11. The learned Judge has taken into consideration the annual income tax paid by the Petitioner for the years 2022-23, 2023-24 and 2024-25, and has observed that in all the three years, there is no indication that there was any loss incurred in his business. Therefore, he is gainfully running the business. He has also disclosed other income from Mutual Fund investments of Rs.37,00,000/- in Zerodha and Rs.30,00,000/- in HDFC sectoral funds, and a balance of Rs.31,000/- in his HDFC Bank saving account. He also owns immovable property i.e. a 2BHK flat in Bengaluru worth Rs.40,00,000/-. All these assets were taken into account by the learned Judge to conclude that the Petitioner falls within a much higher income bracket as compared to the Respondent

12. The learned Judge also considered the fact that after removal of the Respondent No.1 from the Directorship of Petitioner's company, her salary of Rs.2,50,000/- per month was discontinued, hence, the Respondent has no regular source of income. In such circumstances, it would be difficult for her to shoulder the responsibility of school fees and rent of Rs.75,000/- per month. Accordingly, the learned Judge has rejected the petitioner's

application for modification. Both the orders are ad-hoc arrangement, pending the decision on the Interim Application, filed by Respondent No.1. The application at Exhibit-6 was filed solely for the limited purpose of seeking payment of school fees and rent of the premises occupied by Respondent Nos.1 and 2. Being an ad-hoc arrangement, which is based on rough financial calculations made by the learned Judge, Family Court, It continues to operate even though the affidavit of assets and liabilities were filed, prior to the decision on application below Exhibit-22. However, the fact remains that the scope of the Application itself is limited, to the extent of making payment of school fees and rent. The learned Judge, Family Court has directed the Petitioner to continue to paying the amounts he was paying until the decision on Interim Application is rendered. Considering that this is an ad-hoc arrangement pending final adjudication, I do not find any perversity or infirmity in the order passed by the Judge, Family Court No.3, Bandra, Mumbai. The Learned Judge, Family Court has taken a practical view, noting the Respondent's lack of a regular income, and has rightly directed the Petitioner to continue making payments towards rent and educational expenses of Respondent No.2. Since this is an ad-hoc arrangement, no case is made out for invoking the writ jurisdiction of this Court under Article 227 of the Constitution of India. Accordingly, the writ petition filed by the Petitioner stands dismissed.

13. However, considering that the ad-hoc arrangement directed by the learned Judge, Family Court No.3, Mumbai, by order dated 10th April, 2024, has continued for over a year, the Family Court is requested to decide the Interim Application filed by Respondent No.1 as expeditiously as possible, and preferably within a period of two months from the date of receipt of a copy of this order.

14. In view of dismissal of the Writ Petition, nothing survives in the Interim Application. Hence, Interim Application No.3487 of 2025 also stands disposed of.

(MANJUSHA DESHPANDE, J.)