

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 4985 OF 2025

Mahesh Babu Gunukula	...Petitioner
<i>Versus</i>	
Sushma Chalamalasetti	...Respondent

Mr. Naveen Sharma, for the Petitioner.
Ms. Sangeeta Salvi a/w Mr. Sushil Kamble a/w Ms. Pooja Chettiar,
for the Respondent.

CORAM: MADHAV J. JAMDAR, J.
DATED : 26th SEPTEMBER 2025

PC:-

1. Heard Mr. Sharma, learned Counsel appearing for the Petitioner and Ms. Salvi, learned Counsel appearing for the Respondent.
2. The challenge in this Writ Petition is to the order dated 01st August, 2024 passed by learned Judge, Family Court No.2, Pune below Exhibit 11 in Petition No. A-727 of 2022. By the impugned order a learned Judge of the Family Court has granted Rs.25,000/- per month to the Applicant and

Rs.15,000/- per month as maintenance to the child towards their interim maintenance.

3. At the outset, Mr. Sharma, learned Counsel submitted that, as far as the child is concerned the Applicant is not challenging the said part of the impugned order. However, he states that the challenge is only to the maintenance which has been granted of Rs.25,000/- per month to the wife. He submits that wife is earning and therefore, no maintenance should be granted to the wife.

4. On the other hand, Ms. Salvi, learned Counsel appearing for the Respondent submits that the Respondent – wife is not earning anything, however, she is getting income of Rs. 36,000/- p.m. as a rental which is totally inadequate for maintenance of the Respondent and the child. Learned Counsel points out order dated 26th August 2025 passed by The United States Bankruptcy Court for the Eastern District of Texas Sherman Division by which permission is granted to sell the property located at 2101 Dublin Ct, Mckinney, TX 75071

(Exh.14-A at page No.229), which is in the joint name of the Petitioner and Respondent. The document annexed as Ex15 – (at page No.230) promulgated by the Texas Real Estate Commission (TREC) shows that the parties to the contract are both Petitioner and Respondent in their capacity as sellers and the sale price is \$ 5,70,000/-. The said document is only signed by the Petitioner. Admittedly, the said property is sold unilaterally by the Petitioner without taking any permission from the Respondent. The Respondent has not received any amount out of said consideration.

5. Mr. Sharma, learned Counsel very heavily relied on the bankruptcy proceedings and submitted that the Petitioner is bankrupt and therefore, will not be able to pay the maintenance. However, Clause No. 26 of the said bankruptcy proceedings at page No. 247 is as follows :-

***“26. Continuing contributions to the care of
household or family members. \$600.00***

The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLE program. 26 U.S.C. § 529A(b).”

6. Thus, it is clear that even in the said bankruptcy proceedings the actual monthly expenses that the Petitioner would continue to pay for the reasonable and necessary care and support of immediate family members is mentioned as \$600.00 (US Dollars) which is roughly equivalent to the maintenance which has been granted by the learned Judge of the Family Court by the impugned order.

7. Mr. Sharma, learned Counsel states that, in fact, the said expenses are for the medical treatment of the Petitioner's

father. However, there is nothing to indicate that the Petitioner has actually sent any money to his father.

8. It is also required to be noted that the Application of the Petitioner which has been filed in bankruptcy proceedings his average per month income excluding deductions is mentioned as \$10,151/- i.e. roughly Rs.8,50,000/-.

9. Thus, by taking into considerations over all facts and circumstances no interference in impugned order is warranted under the jurisdiction of this Court under Article 227 of the Constitution of India.

10. Accordingly, the Writ Petition is dismissed, however, with no order as to costs.

11. As the Writ Petition is dismissed the interim order dated 16th June, 2025 is forthwith vacated.

[MADHAV J. JAMDAR, J.]