

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO.348 OF 2025

Mr. Sudhir Agarwal ...Applicant

Versus

Ami Sudhir Agarwal & Anr. ...Respondents

Ms. Sunaina Chakravarty a/w Mr. Jitesh Agarwal for Applicant.
Mr. Malcolm Siganporia a/w Mr. Shabbir Jariwala i/by Jariwala
Associates for Respondent No.1

CORAM: MADHAV J. JAMDAR, J.

DATED : 18th December 2025

P.C.:

1. Heard Ms. Chakravarty, learned Counsel for the Applicant and Mr. Siganporia, learned Counsel for the Respondent No.1.

2. By the present Revision Application, the challenge is to the legality and validity of the Order dated 10th February 2025 passed by the learned Judge, Family Court, Mumbai below Exhibit-21 in Petition No. A-2838 of 2021. By the impugned Order, the learned Judge, Family Court, Mumbai has directed payment of Rs.25,000/- per month as interim maintenance to the wife from the date of application i.e. from 26th June 2023 as also directed payment of the expenses set out in paragraph No.5 of the said Order. At the outset, Ms. Chakravarty, learned Counsel for the Applicant clarifies

that the Applicant is only challenging Clause (2) of the operative part of the said impugned Order dated 10th February 2025. The said clause No.(2) reads as under :

“2. Petitioner- husband is hereby directed to pay Rs.25,000/- interim maintenance to the wife from the date of application i.e. 26.06.2023.”

Thus, the Petitioner-husband has been directed to pay Rs.25,000/- per month interim maintenance to the wife from the date of the application i.e. from 26th June 2023.

3. It is the submission of Ms. Chakravarty, learned Counsel for the Applicant that the Respondent-wife is having relationship outside of marriage. She submits that therefore the Respondent-wife is not entitled for any maintenance. She further submits that the Applicant is maintaining two children as well as the wife. She submits that regularly the Applicant is paying Rs.55,000/- per month as per Paragraph No.5(v) of the impugned Order. She therefore submits that the impugned Order be quashed and set aside.

4. Mr. Siganporia, learned Counsel for the Respondent-wife points out sub para (i) of paragraph 9 of the Affidavit-in-Reply of

Respondent No.1 dated 6th October 2025. Learned Counsel submits that although the Applicant is having huge income, the impugned Order by which only Rs.25,000/- per month has been granted is challenged. He submits that totally false allegations are levelled alleging that the Respondent No.1 is having relationship outside marriage. Learned Counsel submits that in fact the Applicant is having relationship outside marriage.

5. Before consideration of the rival contentions, it is necessary to set out sub para (i) of paragraph 9 of the Affidavit-in-Reply of Respondent No.1 dated 6th October 2025, which reads as under:

“i) The Applicant has an income of at least ₹1.5 to ₹2 crore p.a. (his Axis bank current account showed credits of ₹14,10,78,571 (₹14 Crore) in 3 years (2021 to 2024) and one personal savings Axis bank account showed credit of ₹3,99,11,104.05/- (₹3.9 crore) for same period of 3 years, HDFC bank account showed credit of ₹8,68,472 for 2021- 22 and ₹27,70,907 for 2022-23 as per statements provided by him in Family court for proof of assets and liabilities. However, bank statement for HDFC bank account was provided only for 2 years and not submitted statements for 2023 -24. No details of Applicant's demat account (in which he invests heavily), credit card statements and bank details of our son under whose name also he does business to save taxes has not been furnished or disclosed and also PPF accounts of all 4 of us. (He

manages mine too). **Applicant is living a lavish life and spending ₹7-8 lakh per month.** He has also recently purchased an SUV car worth ₹25 lakh and is paying a hefty EMI of ₹43,000/- per month. The Applicant has after selling an old car standing in my name, recently purchased in his own name another car, Hyundai Venue, and is paying around ₹25000 p.m. EMI in respect of the same. Respondent No.1 has overheard him saying that **he is buying the car for the convenience of "our 3 kids" which includes his paramour's son."**

(Emphasis added)

6. It is an admitted position that the Applicant has not filed any rejoinder to the said Affidavit-in-Reply, dated 6th October 2025. The contents of the said paragraph 9(i) clearly shows that the Applicant has income of more than 1.5 Crore per annum and credits in his Axis Bank account are to the tune of Rs. 14.00 Crores for last about 3 years i.e. from the years 2021 to 2024. The credit of 3.9 crores is in his personal savings account at Axis bank account for a period of 3 years. Thus, it is clear that the Applicant is having substantial income. By the impugned Order, only Rs.25,000/- per month maintenance has been granted to the wife.

7. As far as the contention that the Applicant is paying Rs.55,000/- per month to the Respondent No.1- wife, it is

necessary to consider relevant Paragraph 5(v) of the impugned Order which reads as under :

“v. He is regularly paying the amount of Rs. 55,000/- p.m. to the wife towards the salary for the staff and SIP for herself and the children and pockets the remaining amount....”

Thus, it is clear that the said amount of Rs.55,000/- is totally different than what is granted by the impugned Order of Rs.25,000/- per month for her personal expenses.

8. As far as the contention that the Respondent No.1- wife is having relationship outside marriage, the same has been taken into consideration by the learned Family Court. The Family Court has held that both the parties are making allegations against each other having relationship outside marriage and that although the allegations are very serious, however, at the stage of deciding the Interim Application, the same need not be taken into consideration, in the facts and circumstances.

9. One more contention raised is that the interim maintenance should not have been directed to be paid from the date of the Application i.e. from 26th June 2023 and the same should have

been directed to be paid from the date of the Order. However, as held, in the case of **Rajnish Vs. Neha**¹ the Supreme Court has held that normally maintenance Order should be passed from the date of the application, as considerable delay occurs in passing the maintenance Order.

10. For the reasons set out hereinabove as only Rs.25,000/- per month has been granted to the Respondent No.1- wife as personal expenses and as particularly the annual income of the Applicant is about Rs.1.5 to 2.00 Crores, no interference in the impugned Order is warranted.

11. Accordingly, the Civil Revision Application is dismissed, however, with no order as to costs.

BHALCHANDRA
GOPAL
DUSANE

(MADHAV J. JAMDAR, J.)

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¹ (2021) 2 SCC 324