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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL REVISION APPLICATION NO. 342 OF 2025

Mamta Srinivas Chippa

... Applicant

Vs.

Srinivas Narsaiya Chippa

... Respondent

Ms. Geetanjali Gaikwad i/b Mr. Anil Narayan Jadhav, Advocate for the Applicant.

Mr. J. P. Yagnik, Addl. PP for Respondent/State.

CORAM : ASHWIN D. BHOBE, J.

DATE : 17th OCTOBER, 2025.

P.C. :

1. Heard Ms. Geetanjali Gaikwad, learned Advocate for the Applicant.

2. By the present Application, filed under Section 397 of Cr.P.C., the Applicant has assailed the order dated 25th April, 2025, passed by the Principal Judge, Family Court, Mumbai, in Criminal Application No. E/18/2023, by which the Petition for maintenance filed by the Applicant under Section 125 of the Code of Criminal Procedure, 1973 is dismissed.

3. The Principal Judge, Family Court, after considering in detail the case of the Applicant, has assigned reasons in paragraph Nos. 9, 10,

11 and 12 for rejecting the said Application. Said paragraphs are extracted herein below:-

“9] Heard the Ld. Advocate for the petitioner. Perused the record. The petitioner has relied upon the marriage certificate Exh. 17, telephone bill Exh. 18, birth certificate of the daughter Exh. 19. The petitioner relied upon the deed of declaration, but she has not referred that documents in her evidence. With list Exh. 18, the deed of declaration is filed on record. Though the document is not exhibited, it can be taken into consideration as provided by section 14 of Family Courts Act. Perusal of this document 'deed of declaration dated 28.06.2014' shows that both the parties agreed that each party would waive any support or inheritance rights or any other rights with respect to each other's properties. They agreed to waive any or all interest in the real properties acquired by other after this deed of declaration.

10] The deed of settlement is also executed on 28.06.2014. The petitioner by this deed has accepted the divorce granted by Superior Court of Justice Ontario Canada. As per this document, the respondent. had agreed to pay Rs. 22.50 lakhs by June, 2016. Admittedly the petitioner has received this amount. The respondent had agreed to pay Rs. 32,000/- per month with an annual increase of Rs. 1,000/- for maximum of 10 years or till daughter's marriage. The said amount was deposited in bank account. It is further mentioned that the respondent will not claim any right on the flat 7/128 Jai Vikrant, Sahakar Nagar, Chembur, Mumbai. The petitioner will have full right over that flat. The flat at Shell colony Chembur owned by respondent's mother was transferred in the name of the respondent after demise of his mother. It was agreed that the respondent will have full right over that flat. It was also decided that the respondent will deposit Rs. One lakh in a separate bank account for daughter's education. He will also deposit Rs. 10,000/- p. m. in RD for four years for daughter's higher studies. An FD of Rs. 4 Lakhs was paid for marriage expenses of the daughter. The respondent has agreed to give 20 gms. gold at the time of signing this settlement agreed and rest 180 gms. gold within three years.

11] Admittedly, the petitioner has received permanent alimony towards her maintenance as per the settlement deed. The amount of Rs. 32,000/- was agreed to pay for 10 years which the

respondent paid till the year 2022. The respondent has also complied by paying Rs. 10,000/- p. m. in the RD for daughter's higher education. He also deposited Rs. One lakh as decided and Rs. 4 lakhs in FD for marriage expenses.

12] The petitioner submits that the respondent is earning Rs. 20 lakhs per month. Except her statement, there is nothing on the record to show the respondent's income. The petitioner had received the full and final alimony. There is nothing on record to show that she is in dire need of the money and is unable to maintain herself. No doubt the respondent did not give the assured gold to her. This petition can not be treated as an execution of the settlement deed. The respondent it appears had complied his part. As regards the rent claimed by the petitioner is concerned, as per the settlement deed, she also got possession and full rights over the flat No. A-7 /128, Jai Vikrant Co.op. Soc. Shell Colony No. 5, Chembur, Mumbai. She is not entitled for any rent as claimed. The petitioner has received the permanent alimony, she has also received the monthly maintenance as decided, she has also right of residence in the flat given to her in the settlement deed. There is no reason for the petitioner to claim maintenance. She failed to prove that the respondent has refused and neglected to maintain her. Hence, the order.”

4. The matter was argued for a substantial time by Ms. Geetanjali Gaikwad, learned Advocate for the Applicant. Upon this Court having expressed its disinclination, Ms. Geetanjali Gaikwad sought a pass over post lunch, to take instructions from the Applicant. She, on instructions from the Applicant, craves leave to unconditionally withdraw the present Criminal Revision Application. Leave as prayed for by Ms. Geetanjali Gaikwad, learned Advocate for the Applicant, is granted.

5. Criminal Revision Application No. 342 of 2025 is dismissed as withdrawn.

6. There shall be no order as to costs.

(ASHWIN D. BHOBE, J.)