

CO. 265 of 2026

11.05.26
D/L
Sl-6
Ct. 06
(Samar)

Sri Sanjoy Kumar Das
Vs.
Smt. Saptadeepa Das (Saha)

Mr. Samrat Chakraborty,
... for the petitioner.
Ms. Saptadeepa Das Saha,
.... For the Opposite Party in person.

1. This revisional application is directed against an order dated December 22, 2025 passed by the learned Additional District Judge, Fast Track 2nd Court at Barasat, North 24 Parganas in Matrimonial Execution Case No. 02 of 2025 arising out of Matrimonial Suit No. 24 of 2021 pending before the said learned Court.
2. The said suit being Matrimonial Suit No. 24 of 2021 has been instituted by the petitioner before the learned Additional District Judge 2nd Court. Fast Track Court at Barasat, North 24 Parganas praying for of a decree of divorce under Section 27 of the Special Marriage Act, 1954.
3. In the said suit, the opposite party filed an application for alimony *pendente lite* under Section 36 of the 1954 Act, which was disposed of by an order dated March 01, 2025 directing the petitioner to pay a sum of Rs. 18,000/- per month as interim maintenance to the opposite party with effect from the date of filing of the said application under

Section 36 of the 1954 Act. The petitioner failed to comply with the said order. In such view of the matter, an application for execution of the said order was filed by the opposite party. The opposite party also filed an application praying for issuance of warrant of arrest of the petitioner on the ground of non-payment of the alimony as directed by the learned Trial Court.

4. Such application was allowed by the learned Trial Court by the order impugned dated December 22, 2025 and warrant of arrest was issued against the petitioner. Challenging the said order, the petitioner has approached this Court by filing the revisional application.
5. The revisional application was entertained by a co-ordinate Bench of this Court by an order dated February 04, 2026 and the petitioner was directed to pay Rs. 1 lakh to the wife/opposite party in the manner directed by the Court towards arrear maintenance along with the monthly maintenance of Rs. 18,000/- within a period of two weeks from date. By the said order it was also made clear that the remaining amount of Rs. 1.26 Lakh would be paid in six equal monthly installments along with the monthly maintenance.
6. Upon the order dated February 04, 2026 being passed, the petitioner paid Rs. 1 lakh in terms of the said order but the petitioner did not pay the

installments in time. The same was brought to the notice of the Court whereupon, by an order dated May 07, 2025 this Court directed the petitioner to bring a demand draft in the name of opposite party towards all the unpaid installments.

7. Today, the learned advocate appearing for the petitioner submits that since the order was passed on May 07, 2026 which was a Thursday, therefore, demand draft could not be prepared as there was only working day in the interregnum (i.e. Friday), however, the petitioner has made up the unpaid installments (i.e. payments for the months of April, 2026 and May 2026) through UPI. The opposite party appearing in person confirms receipt of such installments through UPI.
8. The opposite party submits that on the date when the revisional application was entertained a direction was made only for payment of Rs. 2.26 Lakh in total (i.e. Rs.1 lakh to be paid at once and Rs.1.26 lakh to be paid in six equal installments) along with the current monthly alimony @ 18,000/- on the basis of the order dated December 22, 2025.
9. The opposite party relies on the application for execution filed before the learned Trial Court (at page no. 22 of the affidavit filed by her on May 07, 2026) and demonstrates that the said application had been filed seeking execution of the order insofar as the unpaid alimony for the period of August 11,

2022 to May 10, 2025 was concerned. She submits that on the said application, learned Trial Court passed an order on December 22, 2025 finding that payment of arrear alimony to tune of Rs. 2.26 lakh had not been done. She argues that in such case, the alimony from May 10, 2025 till the January 10, 2026 has not been paid to the opposite party. She submits that monthly alimony from May, 2025 till January, 2026 is due and owing.

10. She submits that the monthly alimony as directed to be paid by the learned Trial Court is still due and owing from the month of May, 2025 till (or up to) the month of January 2026 (i.e. the alimonies for the months of May 2025, June 2025, July 2025, August 2025, September 2025, October 2025, November 2025, December 2025 and January 2026 are due).

11. It is further submitted that the petitioner has been irregular in making payment of the monthly installments.

12. Heard the learned advocates appearing for the petitioner and the opposite party appearing in person. The petitioner shall go on making payments of the current alimony as well as the instalments that had been fixed by this Court in respect of the alimony in arrears without fail.

13. It is noticed that the order dated February 04, 2026 passed by this Court directed the petitioner to

clear the balance sum of Rs. 1.26 lakh (which according to the petitioner is only in respect of a portion of the arrears alimony till the month of May, 2025). This Court had directed the aforesaid six equal monthly instalments to be paid along with the current monthly alimony which means both the amounts were to be paid by the 10th of every calendar month for which the same was due in terms of the direction passed by the learned Trial Court.

14. The said routine as fixed by the learned Trial Court will be followed strictly by the petitioner.

15. Insofar as the opposite party's assertion that alimony for the month of May, 2025 till the January, 2026 is due and owing, the opposite party shall be free to indicate the same to the learned Trial Court by way of appropriate application. The learned Trial Court shall consider the factual aspect and if it is found that the petitioner has not paid the said alimony as alleged by the petitioner, the learned Trial Court shall take appropriate steps including issuance of fresh warrant for the said purpose, in accordance with law.

16. It is clarified that in case any sum on account of alimony whether current or arrears is not paid by the petitioner, the suit for divorce filed by the petitioner shall remain stayed till such time the dues are cleared by the petitioner.

17. The order dated December 22, 2025 by which warrant of arrest was issued, shall remain stayed till the time, the learned Trial Court is convinced/satisfied that the alimony as indicated in the order dated December 22, 2025 passed by the learned Trial Court is paid to the petitioner by the opposite party by way of instalments in terms of this Court's order dated February 04, 2026. It is made clear that if the petitioner fails to make payment of the current alimony or the arrears as indicated in the order dated February 04, 2026, the warrant will become executable at once, upon satisfaction as regards default reached by the learned Trial Court.
18. With the above observations, CO. 265 of 2026 stands disposed of.
19. Urgent photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Om Narayan Rai, J.)