IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION (ST) NO.26576 OF 2025

Sneh Sanjay Shah ...Petitioner
Versus
Pooja Sneh Shah & Ors. ...Respondents

WITH
WRIT PETITION NO.55 OF 2026

Pooja Sneh Shah ...Petitioner
Versus
Sneh Sanjay Shah ...Respondent

Ms. Suvarna Joshi with Mr. Ritik Gupta, for the Petitioner in WPST/26576/2025 and for the Respondent in WP/55/2026.
Mr. Ashok Yadav, for the Petitioner in WP/55/2026 and for the Respondent No.1 in WPST/26576/2025.
Ms. S. M. Yadav, APP, for the Respondent No.3-State.

CORAM: MADHAV J. JAMDAR, J.
DATED : 17th JANUARY 2026

P. C.:

1. Heard Ms. Joshi, learned Counsel appearing for the Petitioner in Writ Petition (ST) No.26576 of 2025 and for the Respondent in Writ Petition No.55 of 2026 ("**Husband**") and Mr. Yadav, learned Counsel for the Petitioner in Writ Petition No.55 of 2026 and for the Respondent No.1 in Writ Petition (ST) No. 26576 of 2025 ("**Wife**").

2. In both these Writ Petitions, the challenge is to the order dated 26th November 2025 passed by the learned Additional Sessions Judge, City Civil Court at Mazgaon, Mumbai in Criminal Appeal No.199 of 2024. The challenge in the said Criminal Appeal No.199 of 2024 filed by Pooja Sneh Shah i.e. Petitioner in Writ Peittion No.55 of 2026 (Wife) is to the order dated 23rd February 2024 passed by the learned Metropolitan Magistrate, 40th Court, Girgaon, Mumbai in C.C. No.21/DV/2022. By the said order dated 23rd February 2024 passed by the learned Metropolitan Magistrate maintenance of Rs.15,000/- has been directed to be paid to the wife and Rs.10,000/- for the son. By the impugned order dated 26th November 2025 passed by the learned Additional Sessions Judge, City Civil and Sessions Court at Mazgaon, Greater Mumbai in Criminal Appeal No.199 of 2024, the Petitioner in Criminal Writ Petition (ST) No.26576 of 2025 (Husband) was directed to pay Rs.40,000/- per month to the wife and Rs.20,000/- for son.

3. It is the submission of Ms. Joshi, learned Counsel appearing for the husband that he is getting salary of Rs.1,14,950/- as also he is getting annual income of Rs.1,50,000/- from stocks and investments and approximate an amount of Rs.3,50,000/- is from the Partnership Firm- Sneh Star. She submits that thus, considering his income, the maintenance granted by the impugned order, is very excessive. She submits that wife is taking tuition and getting income of Rs.50,000/- . However, she submits that the order which has been passed by the learned Metropolitan Magistrate of granting maintenance of Rs.15,000/- to the wife and Rs.10,000/- to the son has been accepted by the husband and the husband has paid the same. She therefore, submits that the impugned order be quashed and set aside.

4. On the other hand, Mr. Yadav, learned Counsel appearing for the wife has pointed out various documents and contended that the husband has not approached the Court with clean hands. He submitted that the turnover of said Sneh Star is about Rs.8 crores and therefore, the case put up that the husband is getting annual income of Rs.3,50,000/- out of said business is not believable. He submitted that apart from the said business, the Applicant has invested huge amounts in LIC Policies. He points out various pages of the Writ Petition to which reference will be made while considering the submissions of both the parties. He submitted that Leave and License Agreement which has been executed by the

father of the husband and husband dated 8th June 2021 records Rs.1,91,000/- as per month compensation/ rent and Rs.95,500/- per month is paid by the husband as his part of the compensation/ rent and therefore, it is very clear that the husband has huge income and has not approached the Court with clean hands. He points out the order dated 20th February 2025 passed by the learned Additional Sessions Judge and submits that inspite of directions, the husband has not placed before the learned Sessions Court, the Leave and License agreement. However, when this matter was listed yesterday and it was pointed out that the husband has not complied with the directions dated 20th February 2025 passed by the learned Sessions Judge, Ms. Joshi, learned Counsel appearing for the husband submitted that the husband will comply with the said directions and will produce the said Leave and License Agreement. Accordingly, copy of the said Leave and License Agreement is produced before this Court. Said copy of the said Leave and License Agreement is taken on record and marked 'X' for identification.

5. Ms. Joshi, learned Counsel appearing for the husband relied on Income Tax Returns of the wife filed for the assessment year

2020-2021. However, Mr. Yadav, learned appearing for the wife points out the complaint dated 25th May 2023 filed with the Senior Inspector of Police, Kandivali Police Station, Mumbai, Chief Commissioner of Income Tax/Vigilance Department, Commissioner of Police, Mumbai, EOW Office, Mumbai and other authorities and submits that those income tax returns are not filed by the Wife.

6. Perusal of the record shows that the marriage between the parties was solemnized on 2nd March 2010. The minor son was born on 27th January 2014 and parties are staying separately since 2022. The present D.V. proceedings are filed on 11th May 2022. Admittedly, the minor son is staying with the wife and she is single handedly looking after the son.

7. At the outset, it is required to consider the submissions of Ms. Joshi, learned Counsel appearing for the husband that his income is in the form of salary of Rs.1,14,950/- per month, income from the Partnership Firm-Sneh Star is of Rs.3,50,000/- per annum and Rs.1,50,000/- per annum from the investment.

8. At the outset it is required to be noted that the husband has produced a certificate dated 12th December 2022 issued by Diamond India Limited mentioning that the husband is working with Diamond India Limited as Sales Manager and his gross salary is Rs.1,32,200/-.

9. Perusal of the record further shows that as far as the said Sneh Star Partnership Firm is concerned, balance-sheet as on 31st March 2022 of Sneh Star on page 505 *inter alia* shows as follows:

"35a	*In the case of a trading concern, give quantitative details of principal items of goods traded*							
	S No	*Item Name*	*Unit*	*Opening Stock*	*Purchases during the previous year*	*Sales during the previous year*	*Closing Stock*	*Shortage/excess, if any*
	1	*ROUGH DIAMONDS*	*CARAT*	*0*	*4245*	*4245*	*0*	*0*
	2	*POLISH DIAMONDS*	*CARAT*	*385*	*222*	*457*	*150*	*0*
	3	*COIN*	*GMS*	*4950*	*0*	*0*	*4950*	*0"*

10. Thus, it is clear that the said Partnership Firm is trading in rough diamonds, polish diamonds and coins. Even as per the said document, the sale is of 4245 of rough diamonds, 457 polish diamonds. The details of turnover and gross profit etc. is set out in clause No.40 on page 506 of balance - sheet, which is as under:

“40	Details regarding turnover, gross profit, etc. for the previous year and preceding previous Year						
No	Particulars	Previous Year			Preceding Previous Year		
a	Total turnover of the assessee	79918459			23120160		
b	Gross Profit/Turnover	3319255	79918459	4.15	1952072	23120160	8.44
c	Net Profit/Turnover	735101	79918459	0.92	202217	23120160	0.87
d	Stok in Trade/Turnover	3946043	79918459	4.94	15408720	23120160	66.65
e	Material Consumed/Finished Goods Produced	0	0	0	0	0	0”

11. The total turnover is about Rs.7,99,18,459/- i.e. about Rs.8 crores. The gross profit shown is Rs.33,19,255/- and net profit is Rs.7,35,101/-. It is the submission of Mr. Yadav, learned Counsel appearing for the wife that the income and the net profit is much more than what is set out in the balance - sheet. To substantiate the said contention, he relies on the said Leave and License Agreement dated 8th June 2021 executed by the husband and his father in their capacity as Licensees. He submits that huge flat of about 1705 sq.ft. along with two parking spaces have been taken on Leave and License at Nepean Sea Road, which is a prime residential area in Mumbai. As per the said Leave and License Agreement, per month compensation is Rs.1,91,000/- and husband’s share is 50% i.e. Rs.95,500/-. Thus, it is his contention that even if the said amount of Rs.95,500/- per month is taken into consideration, the total expenditure per annum only on account of payment of leave and license compensation for Husband is Rs.11,46,000/-. Thus, there is substance in the contention of Mr. Yadav, learned Counsel appearing for the wife that the husband has not come with the clean hands. It has been fairly admitted by Ms. Joshi, learned Counsel appearing for the husband that as far as the loss and profit ratio between two Partners i.e. father-in-law and husband is 50%-50%. Thus, it is clear that for arriving at income of the husband the documents which are produced by the husband cannot be relied upon. In fact, the learned Counsel of the wife has pointed out pages 317 to 320 and page 331 to show that the husband is also doing business of Broking Franchise. Although it is the contention of Ms. Joshi, learned Counsel appearing for the husband that the said business is of father of the husband, however, page 331 shows that the husband is conducting the said business. Ms. Joshi, learned Counsel appearing for the husband, on instructions of the husband, submits that as the father is not technosavvy, the husband is helping his father. In any case, as noted herein above, the husband has not come with clean hands and has not disclosed his true income. In fact, the wife has produced details of few LIC Policies taken by the husband of which she got the information. The details of the same are set out on page 468, which reads as under:

"***6. LIST OF FEW LIC (LIFE INSURANCE CORPORATION OF INDIA) POLICIES OF RESPONDENT NO.1:***

Sr. No.	*Policy no.*	*Amount/Sum Assured in Rs*	*Status*
1.	*991429039*	*5,00,000*	*Fully Paid*
2.	*991429040*	*5,00,000*	*Fully Paid*
3.	*991429041*	*5,00,000*	*Fully Paid*
4.	*991429042*	*5,00,000*	*Fully Paid*
5.	*991429043*	*5,00,000*	*Fully Paid*
6.	*991429044*	*5,00,000*	*Fully Paid*
7.	*862719555*	*5,00,000*	*Fully Paid*
8.	*862722348*	*5,00,000*	*Fully Paid*
9.	*905742168*	*5,00,000*	*In-Force*
10.	*905742171*	*5,00,000*	*In-Force*
11.	*905742170*	*4,00,000*	*In-Force*
12.	*905742167*	*3,00,000*	*In-Force*
13.	*905742169*	*3,00,000*	*In-Force*
14.	*904469337*	*2,50,000*	*In-Force*
15.	*904469338*	*2,50,000*	*In-Force*
16.	*991428765*	*30,00,000*	*Not known/ discontinued*
17.	*905742166*	*20,00,000*	*In-Force"*

12. It is the submission of Ms. Joshi, learned Counsel appearing for the husband that some of these Policies are purchased by father for the benefit of husband. However, the husband is aged 42 years and there is nothing on record to indicate that father has purchased these policies for the husband. There is nothing on record to indicate that father has other income than the said Partnership business and also the business of said Broking Franchise of Sushil Finance. In any case, the Leave and License Agreement referred herein above and other documents clearly shows that the husband is having huge income and the husband has not come with clean hands.

13. Although it is the contention of Ms. Joshi, learned Counsel appearing for the husband that wife is earning Rs.50,000/- per month by giving tuitions to the children, there is nothing on record to indicate the same. Ms. Joshi, learned Counsel appearing for the husband relied on the Income Tax Returns of the Wife to substantiate her contention that the wife is having income. However, it is very significant to note that the wife has already filed complaint dated 25th May 2023 with the various authorities including Chief Commissioner of Income Tax contending that the Income Tax Returns are not filed by her and somebody else has filed her Income Tax Returns fraudulently. Thus, this is a case where very serious allegations are made by the Wife. In any case, no reliance can be placed on such Income – Tax returns.

14. Mr. Yadav, learned Counsel appearing for the wife has tendered the list of expenses, which reads as under:

"EXPENSES AS PER THE STANDARD OF LIVING ACCUSTOMED AT THE MATRIMONIAL HOUSE FOR APPLICANT AND CHILD (Incurred/estimated/required)					
SR NO	*Particulars*	*Rs Monthly*	*Annual in RS*	*One time In Rs*	*Remarks*
1	*Housing/Rent Per Month*	*2,00,000*		*Rs 10,00,000/- deposit towards the same alternative 2BHK flat in the vicinity of Nepean Sea Road in the locality similar to her matrimonial home.*	*Required*
2	*Transportation (Auto rickshaw/cab)*	*12,000*			*Required/ Incurring*
3	*Entertainment charges and Travel Expenses, Dining Charges, Game zone, toys, game zones, (Picnic, etc.)*	*18,000*			*Required/ Incurring*
4	*Food, fruits, Groceries and other eateries*	*25,000*			*Required/ Incurring*
5	*Utility Bills Electricity, internet, cable mobile, gas*	*8,000*			*Required/ Incurring*
6	*Clothing and Personal Upkeep and footwear*	*20,000*			*Required/ Incurring*
7	*Child Private tuition Charges*	*15,000*			*Required*
8	*Stationery/Books & periodical*	*5,000*			*Required/ Incurring*

9	*Birthday parties of friends, gifts*	*5,000*			*Required/ Incurring*
10	*Birthday celebration of the Minor Child Nirmit*		*25,000*		*Required*
11	*Medical*	*5,000*			*Required/ Incurring*
12	*Annual School Fees*		*2,05,000*		*Fees for current year is already by the family members and it is required annual basis every year as per School requirement*
13	*Bus fees per semester Rs.36,500*		*73,000*		*Rs 36,500 being 1st semester fees is already paid by the family members, and it is required annual basis every year as per School requirement*
14	*Annual book/uniform charges*		*10,000*		*already paid by the family members, and it is required annual basis every year as per School requirement*
15	*Mobile Handset (required)*			*1,00,000/-*	*Required*
16	*Tablet for child study (required)*			*50,000*	*Required*
17	*Health Insurance (required)*		*25,000*		*Required*
18	*Club membership and extra circular activities such as swimming, yoga, abacus, Drawing, Karate, Football*		*2,00,000*		*To complete applicant graducation*

	classes, horse riding etc.				
19	*Educational expenses for to complete applicant studies final year (required)*			*20,000*	*to complete applicant graduation*
20	*Computer classes required*			*50,000*	*to gain skill sets to employable*
21	*Car one time (required)*			*1,40,000*	*for Transporation as per the lifestyle*
22	*Driver annual salary, cook, Maid servant*		*3,00,000*		*Required*
23	*Miscellaneous and contigency and personal expenses*		*3,00,000*		*Required/ Incurring”*

15. Perusal of the impugned order shows that the learned Additional Sessions Judge has not taken into consideration the various documents on record. The documentary evidence on record clearly shows that the husband is getting huge income. However, the same has been suppressed. The husband has approached the Court with unclean hands. The wife has sought by application dated 11th May 2022 an amount of Rs.4,00,000/- as maintenance for herself and son.

16. In the facts and circumstances, although there is no documentary evidence even assuming that wife is having income of Rs.50,000/- as contended by the Husband, considering expenses of the wife and the son, they are entitled for maintenance of Rs.1,50,000/- per month. The same is required to be paid from 11th May 2022 i.e. date of filing of the application.

17. For the above reasons, the impugned order dated 23rd February 2024 passed by the learned Metropolitan Magistrate, 40th Court, Girgaon, Mumbai in C.C. No.21/DV/2022 mainly clause Nos.2 and 3 as also the impugned order dated 26th November 2025 passed by the learned Additional Sessions Judge, City Civil and Sessions Court at Mazgaon, Greater Mumbai in Criminal Appeal No.199 of 2024 are quashed and set aside and modified as per this order. The clause Nos.2 and 3 of the impugned order dated 23rd February 2024 passed by the learned Metropolitan Magistrate, 40th Court, Girgaon, Mumbai in C.C. No.21/DV/2022 stands modified by directing that the husband shall pay an amount of Rs.1,50,000/- which includes even school fees and school expenses of the child w.e.f. date of filing of the application i.e. from 11th May 2022.

18. As far as the arrears are concerned, the same be paid within a period of three months from today. While paying the arrears, the credit be given to the amount which has been already paid by the husband towards maintenance and educational fees and expenses.

19. For the above reasons, the Criminal Writ Petition (ST) No.26576 of 2025 filed by the Husband is dismissed with cost of Rs.1,00,000/- to be paid by the husband to the wife within a period of three months from today.

20. The Writ Petition No.55 of 2026 is allowed and disposed of in above terms with no order as to costs.

21. Accordingly, both the Writ Petitions are disposed of in above terms.

22. At this stage, Ms. Joshi, learned Counsel appearing for the husband seeks stay of this order. However, as this Court has already recorded that the husband has not come with clean hands and in fact, has made out a false case, the said prayer is rejected.

[MADHAV J. JAMDAR, J.]