

IN THE COURT OF THE JUDICIAL MAGISTRATE (F.C.)
10TH COURT, ANDHERI, MUMBAI.

C. C. No. 164/DV/2024

ORDER BELOW INTERIM APPLICATION (EXH.3)

The petitioner has claimed monthly interim maintenance of Rs.15,000/- with interim residence orders, return of stridhan and interim protection orders u/Sec. 18, 19, 20 r/w Section 23 of the Protection of Woman From Domestic Violence Act, 2005 (*hereinafter referred as PWDV Act*) for short.

2. Heard the Ld. Advocate for petitioner and the respondent. The petitioner as well as respondent have filed respective affidavit of Assets and Liabilities.

3. Following points arose for my consideration to which I record my findings for supporting reasons mentioned there under :

	Points for the Determination	Findings
1	Whether the applicant has prima facie case ?	..In the Affirmative
2	Whether the applicant is entitled for interim maintenance ?	.. In the Affirmative
3	What order ?	..As per final order

REASONS

AS TO POINT NO. 1 AND 2

4. In the present matter the relationship between the parties is not at dispute. The petitioner and respondent got married on 26/04/2018. At that time petitioner was having son from her first

marriage. According to her she cohabited with respondent No.1 to 6 at Nashik and subjected to domestic violence there by each of them. She also alleges that then she and her husband shifted to Andheri at Ittehad Lokseva Committee Juhu Galli Wireless Road, Andheri (W). She further claimed that the domestic violence continued to her by respondent No.1 as he was continuously insisting her for consenting for his another marriage as no dowry was received from her family. After shifting to Andheri, she alleges that the respondent did not take care of her health as well as the health of her son and did not provide for her maintenance and daily requirements. As against this the respondent No.1 claimed that since marriage the petitioner lives with him but, not with respondent Nos. 2 to 6. He worked hard for her to maintain her and also worked in Bangalore to make the livelihood of the family. Even he worked at Saudi Arab and was sending money to petitioner from there. He also claimed that he obtained the flat at Ittehad Lokseva Committee Juhu Galli Wireless Road, Andheri (W) on heavy deposit for 7 years and was paying rent of it.

5. Prima facie the contention in the petition shows that respondent No.1 is having domestic relationship with the petitioner and the flat at Ittehad Lokseva Committee Juhu Galli Wireless Road, Andheri (W) is their Shared Household. Non filing of DIR cannot be a ground to disbelieve the contentions of the petitioner. The contentions of the petitioner about her harassment for dowry demand and continuous persuasion for consenting for respondents second marriage do amounts to domestic abuse as defined in Section 3 of PWDV Act. The petitioner in her arguments at Exh.11 has mentioned the transcript of communication between herself and respondent No.1 in the form of voice recording and has also tendered pen drive on record. She has not filed any certificate

under Section 63 of BSA but, at this stage the Court has to look upon whether there is prima facie case. The transcript given in written arguments sufficiently shows that the petitioner has made out prima facie case of domestic violence. Therefore, I record my findings to Point No.1 in Affirmative.

6. The petitioner in her affidavit of Assets and Liabilities claimed that she earned Rs.11,000/- from the house keeping work she does at home of different people. She has tendered her bank statement and affidavit of three persons for whom she is doing the work of house keeping. She claimed that respondent earns Rs. 40-50,000/- by working as POP Contractor and he sells shoes and slippers at his own shop at Nashik. She has not described her monthly expenditure except the monthly rent of Rs.8,000/-. Though she states that her son born on 10/07/2007 was not keeping well and has some issue of ear but, there is no description of expenses done by her for her son.

7. The respondent on the day of arguments filed an application to issue summons to landlord of the flat where the petitioner is living on the ground that both agreements are forged. However, it appears from his written statement that he claimed to have obtained said flat on heavy deposit of Rs. 7 lakhs for the period of 10 years and also claimed that the agreement copy was lying in the possession of petitioner. It shows that he do not dispute that said flat is rented and the petitioner is paying its rent. As on today there is no material putforth by him to show that he is paying the rent since the date of separation. He has also filed a document of his employer showing that he was receiving salary of Rs.15,000/- from Vighneshwara Fortlift Services. He has also filed few documents to show

that he was paying money to petitioner from Saudi Arab.

8. It appears from the documents from both sides that some time before separation respondent was maintaining the petitioner but, not thereafter. Considering the income of the petitioner, the fact that she is having major son from her first marriage, income of respondent and his liability to maintain his mother and the standard of living the parties reflected from their affidavit of Assets and Liabilities, in my opinion following order of maintenance will meet the ends of justice. However, no interim protection orders are required in the matter. Thus, the following order :

ORDER

- i. The application Exh.3 is allowed.
- ii. The respondent No.1 shall pay interim maintenance allowance of Rs. 3,000/- per month to the petitioner for her maintenance till further orders from the date of application.
- iii. The respondent No.1 shall pay an amount of Rs.4,000/- towards rent to the petitioner till further orders from the date of application.
- iv. Copy of this order be given to both parties free of cost and it be endorsed to Protection officer and local police station for facilitating execution.

Sd/-

(S.G.Agrawal)

Judicial Magistrate (First Class)
10th Court, Andheri, Mumbai

Dt : 12/08/2026