

MHKO050036892022 	Order Below Exh.4 in PWDVA Application No.115/2022 Prerana Abhishek Bangunde Vs. Abhishek Vishvanath Bangunde CNR No.MHKO050036892022
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The instant application is filed by applicant under section 23 of The Protection of Women From Domestic Violence Act 2005 for grant of interim maintenance.

2. Perused the application and reply filed by the non-applicant no.1 below Exh15. Heard respective counsels appearing for both sides.

3. According to the applicant, the relationship between the applicant and non-applicant no.1 is not disputed. The applicant is the legally wedded wife of non-applicant no.1. After marriage she was subjected to acts of domestic violence by all the non-applicants. The applicant has submitted in detail the acts constituting the domestic violence subjected to her by the non-applicants. The applicant has submitted that she is residing separately due to said acts from the non-applicant no.1.

4. The applicant further submitted that the non-applicant no.1 is working in the private company namely Mahindra and Company and earns around Rs.1,00,000/- (Rupees One Lakh Only) as monthly salary. Further, according to the applicant, the non-applicant no.2 & 3 also earn 1-1.5 Lakhs each per month. According to the applicant, she is unemployed and not currently working anywhere. She is in

need of Rs.30,000/- (Rupees Thirty Thousand Only) per month for her survival and basic necessities. Accordingly, the applicant prays for grant of interim maintenance to the tune of Rs.30,000/- (Rupees Thirty Thousand Only)per month.

5. Per contra the non-applicant has vehemently opposed the instant application on the ground that the applicant was never subjected to any acts of domestic violence from the non-applicant. According to the non-applicant no.1, the entire allegations leveled against him are false. He submitted that no such incidents took place. He submits that the entire contention about his earning is false. The non-applicant no.1 accordingly, prays for rejection of the instant application.

6. I have carefully gone through the record. Both the parties have filed their affidavits showing assets and liabilities below Exh.18 & Exh.21 respectively. At the very outset, it is pertinent to note here that the relationship of applicant and non-applicant no.1 is not disputed at all. The applicant is legally wedded wife of non-applicant no.1. Hence, it is the legal as well as moral duty of the non-applicant no.1 to maintain the applicant. Having said so now, I proceed to discuss the quantum of maintenance to be paid by the non-applicant no.1 to the applicant.

7. To prove the income of the non-applicant no.1, the applicant has relied on assets and liability disclosure affidavit filed below Ex.21 by the non-applicant no.1. Perusal of the same shows that the non-

applicant no.1 earns around Rs.61,000/- (Rupees Sixty One Thousand Only) per month by working in a private company. It is pertinent to note here that the non-applicant no.1 himself submitted that he earns around Rs.61,000/- (Rupees Sixty One Thousand Only) per month. Monthly expenses of the non-applicant no.1 are approximately 30,000/- (Rupees Thirty Thousand Only). However, there is no concrete document on record to show that he has expenses of Rs.30,000/-(Rupees Thirty Thousand Only). Thus, looking into facts and the circumstance of the case, I am of the considered view that the non-applicant no.1 is liable to pay interim maintenance. Thus, looking into the facts, circumstances, considering the provision of law and looking at the status and earning capacity of the non-applicant no.1, I am of the view that the non-applicant no.1 is liable to pay interim maintenance of Rs.8,000/- (Rupees Eight Thousand Only) per month from the date of filing of the instant application to the applicant. Accordingly, I proceed to pass following order :-

ORDER

- 1) Application is allowed.
- 2) Non-applicant no.1 is directed to pay interim maintenance of Rs.8,000/- (Rupees Eight Thousand Only) per month to applicant from the date of filing of application till further orders.
- 3) Parties to take note.

Sd/-

(S. A. Ingley)

Date :- 08/12/2023
Ichalkaranji.

Judicial Magistrate First Class,
Court No.2, Ichalkaranji.

CERTIFICATE

I affirm that the contents of this P.D.F. file Judgment/Order are same, word to word, as per the original Judgment/Order.

Name of stenographer	R. D. Jadhav.
Name of Court	S. A. Ingley. 2 nd Jt. Civil Judge, Jr. Dn. & Judicial Magistrate F.C. Ichalkaranji.
Date of Dictation	08/12/2023
Judgment/order signed by P.O. on	08/12/2023
Judgment/order uploaded on	08/12/2023