


<p><u>MHKO190004182021</u></p> 	<p><u>ORDER PASSED BELOW EXH. 5 IN</u></p> <p><u>R.C.S.No. 120/2021</u></p> <p><u>(Pritam Yogesh Gaikwad Vs.</u></p> <p><u>Yogesh Mohanrao Gaikwad)</u></p> <p><u>[Date: 10/03/2026]</u></p>
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Plaintiffs have filed the present application seeking interim maintenance under the provisions of Hindu Adoption and Maintenance Act 1956.

2. Admittedly, plaintiff No.1 is the legally wedded wife of the defendant and plaintiff No.2 is their minor daughter. The marriage between plaintiff No.1 and the defendant was solemnized on 03/02/2016 according to Hindu rites and customs. Presently the plaintiffs and the defendant are residing separately.

3. According to the plaintiffs, the defendant has subjected plaintiff No.1 to cruelty and has neglected and refused to maintain the plaintiffs. It is the case of the plaintiffs that the defendant is well educated and is working in Jordan and earning about Rs.90,000/- per month, but he has not been providing any maintenance to the plaintiffs. Plaintiff No.1 is presently residing at her parental house along with plaintiff No.2 and has no sufficient independent source of income to maintain herself and the minor child. Therefore, during the pendency of the present suit have sought interim maintenance of Rs.10,000/- per month for plaintiff No.1 and Rs.5,000/- per month for plaintiff No.2, along with interim litigation expenses of Rs.25,000/-.

4. On the other hand, the defendant has filed his say at Exh.19 and opposed the application. He has denied the allegations of cruelty and neglect.

5. According to the defendant, after the marriage he returned alone to Jordan as arrangements for residence of the family there were not made. He contended that plaintiff No.1 frequently used to go to her parental house. He has further contended that when plaintiff No.1 joined him in Jordan, she did not take interest in household work and the miscarriage suffered by her was not due to any ill-treatment but due to repetitive junk intake.

6. The defendant has further submitted that plaintiff No.1 returned to India during her pregnancy and despite his request she did not reside at the matrimonial house. According to him, when plaintiff Nos.1 and 2 later went to Jordan, plaintiff No.1 expressed that she was not comfortable living there and returned to India along with plaintiff No.2. He contended that since 10/06/2021 plaintiff No.1 has been residing separately without sufficient cause.

7. The defendant has further contended that he had earlier sent certain amounts to the brother and father of plaintiff No.1 and thereafter to her bank account and the same have been kept in fixed deposits in her name, which now amount to about Rs.9,35,000/-, from which she is receiving interest. Therefore, according to him, the plaintiffs are not entitled to interim maintenance under the Hindu Adoptions and Maintenance Act, 1956.

**Points for determination-**

8. Having heard arguments of the Ld. Advocates conscientiously, perused documents, affidavits on record, considering the controversy following points arise for my consideration against which I have given my findings and appended my reasons to follow :

<b>Sr. No.</b>	<b>Points</b>	<b>Findings</b>
1.	Whether the plaintiffs are entitled to interim maintenance during the pendency of the suit under the provisions of the Hindu Adoptions and Maintenance Act, 1956? If yes, what quantum?	Yes
2.	Whether the plaintiffs are entitled to interim litigation expenses as prayed?	No
3.	What order ?	As per final order.

**REASONS**

**As to point No.1-**

9. At the outset, it is not in dispute that plaintiff No.1 is the legally wedded wife of the defendant and plaintiff No.2 is their minor daughter born out of the said wedlock. The parties are admittedly residing separately. Under Section 18 of the Hindu Adoptions and Maintenance Act, 1956, a Hindu wife is entitled to be maintained by her husband during her lifetime. Further, under Section 20 of the said Act, a Hindu is under a legal obligation to maintain his minor children. The determination of the amount of maintenance is governed by the considerations laid down under Section 23 of the Act, which include the position and status of the parties, the reasonable wants of the claimant and the income and

property of the person liable to maintain.

10. In the present case, plaintiff No.1 has alleged that she was subjected to cruelty by the defendant and his family members and that the defendant has neglected and refused to maintain her and the minor daughter. The defendant has denied these allegations and contended that plaintiff No.1 is residing separately without sufficient cause. At this interlocutory stage, the court is not expected to record a final finding on the disputed questions of fact. The court is only required to see whether a *prima facie* case for grant of interim maintenance is made out.

11. Plaintiff No.1 has filed an affidavit regarding her assets and liabilities at Exh.25. Though the said affidavit is not strictly in the prescribed format, it is sworn on oath and therefore can be taken into consideration for the limited purpose of deciding the present application. In the said affidavit, plaintiff No.1 has stated that after returning to India the defendant had sent certain amounts towards medicines and essential expenses of herself and plaintiff No.2 and that out of those amounts she presently has a fixed deposit of about Rs.3,00,000/-. She has further stated that she has to incur expenses for her own maintenance as well as for the upbringing of the minor daughter.

12. On the contrary, the defendant has filed his affidavit of assets and liabilities at Exh.33. According to him, his personal monthly expenses are about Rs.15,000/-. He has further contended that his mother and differently-abled sister are dependent upon him and that their expenses are about Rs.12,000/- per month. The defendant has also contended that earlier he was working in

Jordan, but due to domestic disputes he has resigned from his job and returned to India and presently he has no income. It is further contended that plaintiff No.1 is educated and is earning about Rs.10,000/- per month by taking cake orders and is also receiving annual income of about Rs.50,000/- from her ancestral property.

13. The defendant has produced certain documents including bank transfer extracts, fixed deposits in the name of plaintiff No.1, a LIC money-back policy, disability certificate of his sister and certain photograph and receipts regarding money transfer and gold ornaments at Exhs.35 and 37. However, a perusal of the said documents shows that the amounts referred to by the defendant pertain to the period when the parties were residing together. There is no material placed on record to show that after the parties started residing separately the defendant has been regularly maintaining plaintiff Nos.1 and 2. The mere fact that certain amounts were transferred earlier or that plaintiff No.1 possesses some fixed deposits would not absolve the defendant from his statutory obligation to maintain his wife and minor child during the subsistence of the marriage.

14. The defendant has also contended that plaintiff No.1 is earning Rs.10,000/- per month by baking cakes. However, except for a bare assertion, no convincing material is placed on record to substantiate the said contention. Having regard to the place where the parties ordinarily reside and the surrounding circumstances, the said assertion appears *prima facie* difficult to accept. Even otherwise, assuming that plaintiff No.1 earns some nominal amount, the same by itself cannot be treated as sufficient to deny interim maintenance when she is required to maintain

herself and a minor daughter.

15. It is also to be noted that the roznama of the case indicates that the matter has been adjourned on several occasions due to the defendant. Thus there is no hesitation to hold that the proceedings in the present suit might take time for final adjudication. In such circumstances, if interim maintenance is refused, the statutory right of the wife and the minor child to claim maintenance under the provisions of the Act would be rendered illusory during the pendency of the proceedings.

16. Ld. Advocate for the defendant has placed his reliance on the judgment of Hon'ble Supreme Court in the case of **Dilip Singh Vs. State of UP** reported in (2010) 2 SCC 114 to highlight the principle that litigants must be truthful. Making inaccurate, untrue or misleading statements in court proceedings, particularly in applications for special leave under Article 136 of the constitution, can lead to the revocation of granted leave. Perused the judgment. The facts of the case are altogether different from the case in hand. Therefore, the supra ruling is not profitable to the defendant in the present case.

17. Considering the admitted marital relationship between the parties, the minority of plaintiff No.2, the absence of material to show that the defendant is presently maintaining the plaintiffs, and the overall circumstances of the case, this court is of the view that the plaintiffs have made out a *prima facie* case for grant of interim maintenance.

18. While determining the quantum, the court is required to keep in mind the reasonable needs of the claimants as well as the capacity of the defendant. Taking into consideration the material available on record and the circumstances of the parties, this court is of the opinion that it would be just and reasonable to direct the defendant to pay interim maintenance of Rs.3,000/- per month to plaintiff No.1 and Rs.2,000/- per month to plaintiff No.2 during the pendency of the suit. Accordingly, **point No.1** is answered in the **affirmative**.

**As to issue No.2-**

19. The plaintiffs have also prayed for interim litigation expenses of Rs.25,000/-. However, at this stage the record does not indicate any exceptional circumstance requiring grant of such amount immediately. The question regarding the costs of the proceedings can appropriately be considered at the time of final disposal of the suit.

20. In view of the circumstances of the case, this court is of the opinion that it would be proper to decide the issue of litigation expenses at the time of final adjudication of the suit. Therefore, the prayer of the plaintiffs for grant of interim litigation expenses at this stage cannot be granted. Accordingly, **point No.2** is answered in the **Negative**.

**As to point No.3 -**

21. In view of the findings recorded on point Nos.1 and 2, the plaintiffs are entitled to interim maintenance under the provisions of the Hindu Adoptions and Maintenance Act, 1956.

However, the plaintiffs have claimed interim maintenance of Rs.10,000/- per month for plaintiff No.1 and Rs.5,000/- per month for plaintiff No.2. Considering the material on record and the circumstances of the parties, the said amount appears excessive at this stage. In the opinion of this court, interim maintenance of Rs.3,000/- per month to plaintiff No.1 and Rs.2,000/- per month to plaintiff No.2 would be just and reasonable during pendency of the suit. Hence, the application deserves to be partly allowed to that extent. Hence, in answer to point No.3, the following order is passed :

**ORDER**

1. The application for interim maintenance at Exh.5 is partly allowed.
2. The defendant shall pay interim maintenance of Rs.3,000/- (Rupees Three Thousand only) per month to plaintiff No.1 and Rs.2,000/- (Rupees Two Thousand only) per month to plaintiff No.2 during the pendency of the suit under the provisions of the Hindu Adoptions and Maintenance Act, 1956.
3. The said amount shall be payable from the date of the application till the final disposal of the suit.
4. The defendant shall pay the arrears of maintenance within two months from the date of this order and shall thereafter continue to pay the amount regularly on or before the 10<sup>th</sup> day of each succeeding month.

Sd/-

Radhanagari

**(N. P. Kakade)**

Date : 10-03-2026

Jt. Civil Judge Junior Division

Radhanagari