

MHNG120007082018



**Before the Court of Jt.Civil Judge Junior Division,**  
**Narkhed.**

Presided over by

**(Prerana R.Nikam)**

**Cri.M.A. No. 181 of 2018.**

Sangita Gajendra Deotale

V/s.

Gajendra Babarao Deotale

**Order below Exh. 01**

*(Passed On 3<sup>rd</sup> day of January, 2022)*

This is an application under section 12, 18, 19, 20, 21 and 22 of The Protection of Women from Domestic Violence Act, 2005 (herein after referred to as the D. V. Act). Interim monetary relief is claimed in the same application under section 23 of D. V. Act

2. Perused counter-pleadings and documents filed on record. Heard learned advocates at length for both parties.

3. Considering the matter before the Court, following points arise for my determination. Decisions thereon are recorded for

reasons discussed here under;

<b>POINTS FOR DETERMINATION</b>	<b>DECISIONS</b>
1. Whether it is just and proper to pass the interim order as prayed by the applicant?	... Partly Yes
2. What order?	... Interim maintenance is partly granted.

## **REASONS**

### **As to Points No.01 & 02**

4. While considering relief under section 23 of D. V. Act, which is certainly a prima phase of interlocutory adjudication, Court is not supposed to go insight the merits of case or evidence which may be brought on record at the time of trial. It is also not expected of applicant to bring the strict proof of pleaded allegations. Same thing is applicable to respondents who are also not supposed to prove or disprove any allegation by them or against them. At this stage of interlocutory adjudication, the only aspect of determination is whether it is just and necessary to pass interim orders as prayed by the applicant.

5. It is admitted fact that, Sangita is wedded wife of Gajendra. It is not disputed that applicant is residing separately from non-applicants. It is clear that 'domestic relationship' between the applicant and the non-applicant is an admitted fact. The applicant

alleged physical, verbal and emotional abuse by the non-applicants. Being husband of Sangita, it is not only moral but also legal obligation on the part of Gajendra to ensure her living. As per non-applicants, the applicant is not liable for the interim maintenance. There is nothing on record to prove that the Sangita is earning money. Without any earning, she is obviously unable to maintain herself. As per applicant, Gajendra is ITI electrician and having business as 'Deotale Engineering Works', also running business of flour mill, shevai kendra, some of the rooms of the house of non-applicants given on rent and also having agricultural income. The non-applicant no.1 stated that, Hon'ble Civil Judge Senior Division, Nagpur granted maintenance of Rs.4000/- per month on 09/10/2019 from 19/12/2018, in HMP No.331/2018. There is nothing on record to substantiate the engineering work of Gajendra, business of flour mill, shevai kendra, and about some of the rooms of the house of non-applicants given on rent. However, there are 7/12 extracts to show that, non-applicants other than non-applicant no.1 are cultivating land and earns out of it. The 7/12 extract bears the name of other non-applicants and not the non-applicant no.1. Therefore, at this stage we cannot say that the agricultural land is ancestral property.

**6.** During pendency of this case, applicant will certainly require maintenance to enable her to lead her lives with dignity and to contest this petition. Therefore, she must be awarded with some sort of interim monetary relief. Considering the basic needs like food, clothing, basic medication, basic entertainment etc., of

applicant, coupled with probable and tentative income of non-applicant no.1, I think it fit to grant the interim maintenance at the rate of Rs.1500/- per month to applicant, from date of this application.

7. At present, applicant residing in her parental house. It is nowhere her contention that, there is no sufficient space for her to reside in her parental house or that, it is not possible for her to reside in said house. Therefore, as she is having adequate protective shelter of her parents over her head, I do not find it so immediate to pass order of payment of rent of alternate accommodation to applicant.

8. From the discussion supra, I conclude that, applicant is entitled to interim maintenance at the rate of Rs.1500/- per month, which is adequate and just, from the date of this application; as the Hon'ble Civil Judge Senior Division, Nagpur granted maintenance of Rs.4000/- per month, in HMP No.331/2018. At this stage, she is not entitled to any other interim relief as prayed. Resultantly, I am inclined to partly allow this prayer. Copy of this order shall be supplied to both the parties free of cost after application for copy made in due course. In the result, I pass the following order;

### **ORDER**

i. Prayer in regard to interim relief is partly allowed.

- ii. Order Under Section 20 r/w. 23 of The Protection of Women from Domestic Violence Act, 2005, Non-applicant No.01 shall pay interim monetary relief in the form of interim maintenance at the rate of **Rs.1500/-** (Rupees One Thousand Five Hundred Only) per month each to applicant, from the date of filing of this application i.e., from **19/07/2018**, till the decision of this case.
- iii. Order Under Section 24 of The Protection of Women from Domestic Violence Act, 2005, Copy of this order shall be given free of cost to the parties to this application and P.S.O. of Police Station Jalalkheda, Taluka- Narkhed, Dist.- Nagpur, on an application for copy made in due course.
- iv. Non-applicant No.1 shall pay interim maintenance amount till 5<sup>th</sup> day of each month.
- v. Interim relief which is not granted supra is hereby rejected.
- vi. Both parties to expedite trial of this case and ensure its disposal at the earliest.

Date 03.01.2022

**(Prerana.R.Nikam )**  
Judicial Magistrate First Class,  
Narkhed, District Nagpur.

**ENDORSEMENT**

Case heard on	:	03.01.2022
Order dictated on	:	03.01.2022
Transcription Ready on	:	03.01.2022
Order checked and signed off	:	03.01.2022

**C E R T I F I C A T E**

I affirm that the contents of the this PDF file order are same word to word, as per the original order.

Name of Stenographer:- R.M. Parmal (L.G.)

**ENDORSEMENT**

Case heard on	:	20.03.2021
Order dictated on	:	20.03.2021
Transcription Ready on	:	20.03.2021
Order checked and signed off	:	20.03.2021

**C E R T I F I C A T E**

I affirm that the contents of the this PDF file order are same word to word, as per the original order.

Name of Stenographer:- R.M. Parmal (L.G.)