

**In the court of JMFC Pimpri, at Pimpri**

PWDVA Execution 8/2024

Bindu Rajesh Thakkar ..... Applicant

v/s

Rajesh Ramji Thakkar ..... Respondent

**Affidavit of payment of maintenance**

I, Rajesh Ramji Thakkar, Age : 60 yrs, Occ. Tax Consultant, R/at : E-1001, Queens Town, Udyognagar, Near Lokmanya Hospital, Chinchwad, Pune 411033, do hereby solemnly affirm and declare as under,

That in the present matter the Hon'ble court has passed an order and issued NBW warrant against the respondent in respect to the amount of Rs. 9,00,000/-. Actually, that amount of Rs. 9,00,000/- was wrong and it was not properly calculated. Actually, as per the judgement passed in Cri. M. A. no. 417/2016 at exh. 90 dated 10.10.2023, the Respondent has paid all the amount i.e. 17,70,000/- till 31<sup>st</sup> March 2025 including today's D.D. dated 15th March 2025 of Rs. 7,35,020/-.

As per the calculations made as per the judgment/order dated 10.10.2023 all the amount is given through Bank and only 3-4 times the Respondent

*Commissary content  
as alleged in  
so fitted requisite  
the applicant  
to the court  
today*

*Copy received  
Applicant  
13/3/25  
20/3/19*

*[Signature]*

*[Faint stamp]*

**20 MAR 2025**

has given the amount in cash of which also the receipts are available with the respondent.

The chart of calculation and the total amount paid by the respondent to the applicant is given below which is as per the judgement dated 10.10.2023 passed in Cri. M. A. 417/2016.

The chart of calculation as per judgement dated 10.10.2023 passed in Cri. M. A. 417/2016 is as under.

Sr. no	Clause no as per order of 417/2016	Particulars	Amount Rs.
1	Clause 3 of operative order	Maintenance from may-16 to mar 25 for 107 months @ 10000/- per month	1070000/-
2	Clause 4 of operative order	Rent from oct-23 to march-25 @ 5000 per month for 18 months i.e. 5000X18	90000/-
3	Clause 5 of operative order	Educational expenses of 2 &3	500000/-
4	Clause 6 of operative order	Compensation	100000/-
5	Clause 7 of operative order	Cost of proceeding	10000/-
		Total Rs.	1770000/-
less	Paid as below mentioned chart		1770000/-
		Balance to pay	0/-

The chart of payment paid by the Respondent to the applicant as per judgment dated 10.10.2023 till 31<sup>st</sup> March 2025 is as under:

Sr.no	Date	Cheque no & particulars	Amount Rs.
1	3-1-17	89961	15000/-
2	6-4-17	164254	10000/-

3	5-8-17	164273	5000
4	13-7-17	164268	15000/-
5	3-5-17	cash	15000/-
6	15-9-17	97105	15000/-
7	26-10-17	97118	15000/-
8	5-5-17	89964	5000/-
9	12-12-17	238983	6000/-
10	28-12-2017	238984	5000/-
11	6-1-18	28988	5000/-
12	7-2-18	238989	25000/-
13	3-4-18	238998	10000/-
14	26-4-18	286028	10000/-
15	19-5-18	286033	15000/-
16	17-7-18	286036	15000/-
17	14-8-18	286041	15000/-
18	20-9-18	286046	15000/-
19	22-10-18	339026	15000/-
20	23-11-18	339030	15000/-
21	4-2-19	339044	20000/-
22	3-3-19	339045	5000/-
23	25-4-19	339050	15000/-
24	12-5-19	383534	5000/-
25	26-9-19	433529	10000/-
26	16-10-19	433531	12000/-
27	1-12-2019	433541	15000/-
28	29-1-20	433548	15000/-
29	1-1-20	433541	15000/-
30	7-1-21	496813	15000/-
31	23-8-21	496815	15000/-
32	1-10-21	496819	15000/-
33	28-10-21	496822	20000/-
34	3-3-21	496824	12980/-
35	8-4-22	649576	9000/-
36	17-6-22	cash	10000/-
37	23-8-22	649580	5000/-
38	17-12-22	649585	10000/-
39	28-3-23	649590	10000/-
40	28-4-23	649593	10000/-
41	6-6-24	727&728	30000/-
42	8-8-24	cash	5000/-
43	21-9-24	cash	10000/-
44	18-2-25	753743	200000/-
45	25-2-25	753746	300000/-
46	15-3-25	Demand Draft	735020
		Total Rs.	1770000/-

2025

As above the Respondent has paid all the amount till 31st March 2023 and no single rupees due with the respondent as per the judgement /order, so it is just and necessary to cancel the NBW warrant. Actually, the present execution petition filed by the applicant is totally false, baseless, concocted and not admitted by the respondent. Moreover, the calculation which is mentioned in the execution petition is totally false and the applicant is intentionally trying to mislead the Hon'ble court. If the applicant denies the above mentioned payment she should give details of the payment which are not received by her. In her execution petition she has admitted that she has received the amount of Rs. 4,44,980/- till March 2023. But actually, till march to 2023 the respondent has paid 4,89,980/- therefore the applicant has given false information.

As per the judgement in Cri. M. A. 417/2016 the Hon'ble court has directed to the respondent to pay Rs. 5,000/- per month to the applicant no. 1 to the rent accommodation from the date of this order that is order dated 10.10.2023 but unfortunately the applicant has wrongly mentioned in execution petition the said rent from the date of filing the application that is since 2016 which is totally wrong and by mentioning such wrong information the applicant is clearly misleading the Hon'ble court.

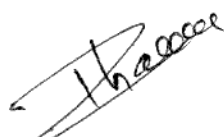
By considering all these aspects and documents, it is just and necessary to cancel the NBW warrant against the respondent and to cancel the said NBW the respondent filed an application on 15.03.2025 before this Hon'ble court.

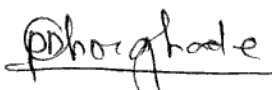
Because of the false entries of amount is mentioned in execution proceeding this Respondent has filed Cri. M. A. for inquiry and contempt bearing no. 1126/2024 which is pending before this Hon'ble court and its date is today itself.

Whatever stated above is true and correct to the best of my knowledge, belief and information in witness whereof I have signed the same today at Pimpri.

Pimpri

Dated: 20/3/2025

  
Respondent/Affiant



I know the Respondent/Affiant

Adv. P.N. Chougade

Subscribed before me  
Adv. Ramji Thakkar  
Adv. P.N. Chougade

Notary Seal  
Notary Public

20 MAR 2025

20 MAR 2025

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**IN THE HON'BLE COURT JMFC, PIMPRI, AT PUNE**

PWDVA Execution No. 8/2024

Bindu Rajesh Thakkar ... Applicant

Versus

Rajesh Ramji Thakkar ... Respondent

Humble application on behalf of Applicant is as under:

1. That the Applicant has filed the above-mentioned execution application to recover the amount of arrears of maintenance from Respondent under the provisions of section 125(3) of Cr.P.C. as per order dated 26.10.2016 passed below Exh. 5 and final judgment dated 10.10.2023 at Exh. 90 passed in Criminal M.A. No. 417/2016.
2. That this Hon'ble Court while passing interim maintenance order granted interim maintenance of Rs. 3,000/- per month each to Applicant No. 2 & 3 in Criminal M.A. No. 417/2016 from date of application i.e. 07.05.2016.
3. That as per common order dated 17.03.2017 passed below Exh. 26, 28 & 29 in Criminal M.A. No. 417/2016, this Hon'ble Court directed the Respondent to pay due of interim maintenance granting him liberty to deduct the amount paid by him towards the educational fee of Applicant No. 2 & 3 of Criminal M.A. No. 417/2016 after filing of original application i.e. Criminal M.A. No. 417/2016. The said amount paid by Respondent towards the educational fee of Applicant No. 2 & 3 of Criminal M.A. No. 417/2016 is Rs. 1,45,450/- (95,450+50,000).
4. That amount of arrears of interim maintenance towards interim maintenance granted for Applicant No. 2 & 3 till the date of final judgment i.e. 10.10.2023 is Rs. 5,34,000/- (89 months x 6000).



5. That while filing the above stated execution application, due to oversight/typing error Applicant skipped to mention the arrears of maintenance of Rs. 3,88,550/- (5,34,000 - 1,45,450) towards the payment for arrears of interim maintenance granted for Applicant No. 2 & 3.

6. That during the pendency of Criminal M.A. No. 417/2016 when the Respondent was not doing the payment of interim maintenance as per order dated 26.10.2016 passed below Exh. 5, it was Applicant who was maintaining her daughters anyhow incurring all expenses by borrowing money from her relatives etc. Moreover, during the pendency of Criminal M.A. No. 417/2016, the Respondent made all payments by issuing cheques in name of Applicant only and never made any payment separately to any of daughter i.e. Petitioner No. 2 or 3 in Criminal M.A. No. 417/2016 against order dated 26.10.2016 passed below Exh. 5.

7. Moreover, this Applicant in Point No. 3 of prayers in Exh. 1 of Criminal M.A. No. 417/2016 made prayer to reimburse the amount of Rs. 10 Lakhs incurred by her in the last 3 years towards the maintenance of the family at Yashopuram including tuition fee for the children. This Hon'ble Court while deciding the Exh. 1 of Criminal M.A. No. 417/2016 judgment at Exh. 90 framed Point no. 4 as, "Is it prove by applicant no. 1 that Rs. 10,00,000/- incurred to her in the last three years towards the maintenance and Rs. 30,000/- per month towards the maintenance from the date of filing this Petition" and framed point no. 5 that, "Whether the applicant no. 1 is entitled for the recovery of amount of Rs. 10,00,000/- incurred for the maintenance of her family" and accordingly against Point No. 4 and 5 directed the Respondent to pay Rs. 5 lakhs towards the educational expenses of Applicant No. 2 & 3.

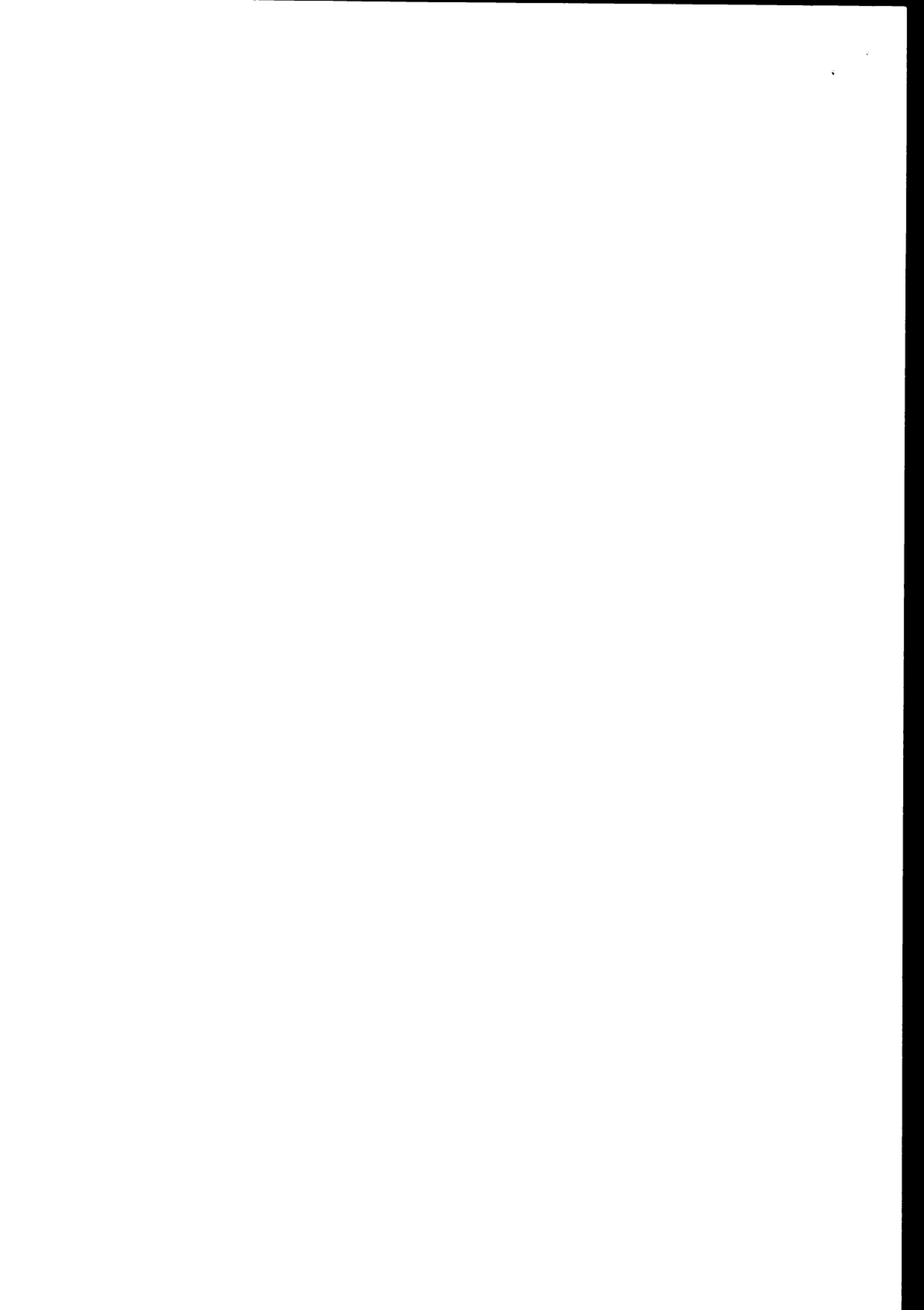


8. Hence it is the Applicant who is supposed to get the amount from Respondent towards arrears of interim maintenance and 5 lakhs towards expenses incurred by her.

9. Hence in view of above stated facts and circumstances, it is necessary to consider the total arrears of maintenance in Exh. 1 of this execution petition as Rs. 15,55,020/- (as claimed in Exh. 1 of this execution application) + Rs. 3,88,550/- (arrears of interim maintenance granted for Applicant No. 2 & 3) = **Rs. 1,943,570** – (subtracting the amount paid by Respondent after filing of present execution petition) to recover the total amount in lieu of arrears of maintenance from Respondent till February 2024 i.e. at time of filing the present execution petition.

10. The Respondent is also liable to pay all due payment from February 2024 to till today and till the disposal of present petition in present execution petition only as per judgment of Nanhi Bai And Ors. vs Netram, “the application filed for recovery of the amount of previous one year under Section 125(3) of the Code of Criminal Procedure, 1973 can continue for recovery of the future amount also and whether it is necessary to file separate application/applications for the amount falling due in future during the pendency of the said proceedings”.

11. The Respondent is also liable to pay the interest of 9% per annum and litigation expenses of Rs. 50,000 (in view of judgment of Hon’ble Bombay High Court in *Prakash s/o Eknath Dheple vs Prakash s/o Eknath Dheple in CRIMINAL REVISION APPLICATION NO. 175 OF 2023*) as the Respondent compelled the Applicant to file present execution petition as he failed to make any payment as per final judgment in Domestic Violence case.



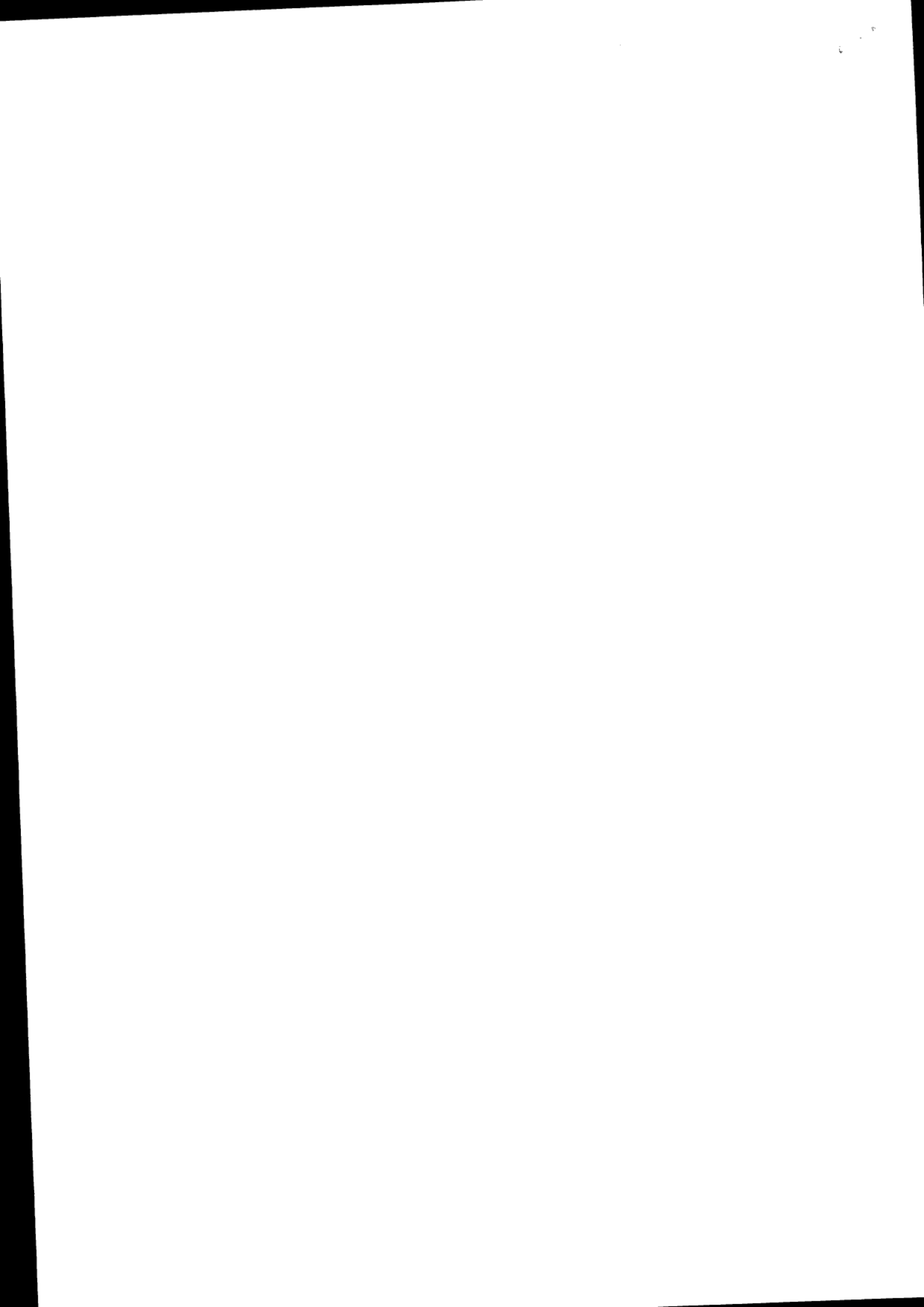
12. It is therefore most humbly prayed that Respondent kindly be directed to pay the due payment of arrears of maintenance in view of above stated facts and circumstances along with the interest on arrears and liigation expenses.

Pune

Date: 20.03.2025

Applicant

B. Thakkar



IN THE HON'BLE COURT JMFC, PIMPRI, AT PUNE

PWDVA Execution No. 8/2024

Bindu Rajesh Thakkar ... Applicant

Versus

Rajesh Ramji Thakkar ... Respondent

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2. That this Hon'ble Court while passing interim maintenance order granted interim maintenance of Rs. 3,000/- per month each to Applicant No. 2 & 3 in Criminal M.A. No. 417/2016 from date of application i.e. 07.05.2016.

3. That as per common order dated 17.03.2017 passed below Exh. 26, 28 & 29 in Criminal M.A. No. 417/2016, this Hon'ble Court directed the Respondent to pay due of interim maintenance granting him liberty to deduct the amount paid by him towards the educational fee of Applicant No. 2 & 3 of Criminal M.A. No. 417/2016 after filing of original application i.e. Criminal M.A. No. 417/2016. The said amount paid by Respondent towards the educational fee of Applicant No. 2 & 3 of Criminal M.A. No. 417/2016 is Rs. 1,45,450/- (95,450+50,000).

4. That amount of arrears of interim maintenance towards interim maintenance granted for Applicant No. 2 & 3 till the date of final judgment i.e. 10.10.2023 is Rs. 5,34,000/- (89 months x 6000).

Other side  
to say  
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20/3/2025



5. That while filing the above stated execution application, due to oversight/typing error Applicant skipped to mention the arrears of maintenance of Rs. 3,88,550/- (5,34,000 - 1,45,450) towards the payment for arrears of interim maintenance granted for Applicant No. 2 & 3.

6. That during the pendency of Criminal M.A. No. 417/2016 when the Respondent was not doing the payment of interim maintenance as per order dated 26.10.2016 passed below Exh. 5, it was Applicant who was maintaining her daughters anyhow incurring all expenses by borrowing money from her relatives etc. Moreover, during the pendency of Criminal M.A. No. 417/2016, the Respondent made all payments by issuing cheques in name of Applicant only and never made any payment separately to any of daughter i.e. Petitioner No. 2 or 3 in Criminal M.A. No. 417/2016 against order dated 26.10.2016 passed below Exh. 5.

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8. Hence it is the Applicant who is supposed to get the amount from Respondent towards arrears of interim maintenance and 5 lakhs towards expenses incurred by her.

9. Hence in view of above stated facts and circumstances, it is necessary to consider the total arrears of maintenance in Exh. 1 of this execution petition as Rs. 15,55,020/- (as claimed in Exh. 1 of this execution application) + Rs. 3,88,550/- (arrears of interim maintenance granted for Applicant No. 2 & 3) = **Rs. 1,943,570** – (subtracting the amount paid by Respondent after filing of present execution petition) to recover the total amount in lieu of arrears of maintenance from Respondent till February 2024 i.e. at time of filing the present execution petition.

10. The Respondent is also liable to pay all due payment from February 2024 to till today and till the disposal of present petition in present execution petition only as per judgment of Nanhi Bai And Ors. vs Netram, “the application filed for recovery of the amount of previous one year under Section 125(3) of the Code of Criminal Procedure, 1973 can continue for recovery of the future amount also and whether it is necessary to file separate application/applications for the amount falling due in future during the pendency of the said proceedings”.

11. The Respondent is also liable to pay the interest of 9% per annum and litigation expenses of Rs. 50,000 (in view of judgment of Hon’ble Bombay High Court in *Prakash s/o Eknath Dheple vs Prakash s/o Eknath Dheple in CRIMINAL REVISION APPLICATION NO. 175 OF 2023*) as the Respondent compelled the Applicant to file present execution petition as he failed to make any payment as per final judgment in Domestic Violence case.



12. It is therefore most humbly prayed that Respondent kindly be directed to pay the due payment of arrears of maintenance in view of above stated facts and circumstances along with the interest on arrears and liigation expenses.

Pune

Date: 20.03.2025

Applicant

B. Thekkan



**In the court of JMFC Pimpri, at Pimpri**

PWDVA Execution 8/2024

Bindu Rajesh Thakkar ..... Applicant

v/s

Rajesh Ramji Thakkar ..... Respondent

**Say on behalf of Respondent to the application of Applicant dated 20.03.2025 is as under.**

- 1) That the application filed by the applicant is totally false, baseless and not admitted by the respondent. All the contents of para no. 1 to 12 of the said application are totally false.
- 2) Actually, the applicant is trying to mislead the Hon'ble Court by giving totally false information without any documentary proof. The respondent has filed the affidavit of entire payment of Rs. 17,70,000/- which is paid by the respondent to the applicant. In the Execution petition itself the applicant has admitted that she has received an amount of Rs. 4,44,980/- till march 2023 and thereafter also this respondent had paid the all the amount to the applicant. Actually, the respondent has paid Rs. 4,89,980/- till March 2023 but the applicant has intentionally given wrong information in execution proceeding and mentioned the amount of

Rs. 4,44,980/-. But in execution proceeding at exh. 1 the applicant has admitted in para no. 8 and 9 that she received the amount of Rs. 4,44,980/-. The Respondent has given detailed in affidavit of entire payment of Rs. 17,70,000/- which is given to the applicant and mentioned all dates, cheque number and amount.

- 3) The daughters of the applicant are major and the Hon'ble trial court has canceled the interim order of maintenance. The fact is that the elder daughter was major at the time of filing the Cri. M. A. No. 417/2016 and therefore, there was no question to allow maintenance to her. Moreover, the Hon'ble Court has canceled the order of daughters and no any maintenance to the daughters in the judgement of dated 10.10.2023 in cri. M. A. no. 417/2016.
- 4) That in the present matter the Hon'ble court has passed an order and issued NBW warrant against the respondent in respect to the amount of Rs. 9,00,000/-. Actually, that amount of Rs. 9,00,000/- was wrong and it was not properly calculated. Actually, as per the judgement passed in Cri. M. A. no. 417/2016 at exh. 90 dated 10.10.2023, the Respondent has paid all the amount i.e. 17,70,000/- till 31<sup>st</sup> March 2025 including today's D.D. dated 15th March 2025 of Rs. 7,35,020/-.
- 5) As per the calculations made as per the judgment/order dated 10.10.2023 all the amount is

given through Bank and only 3-4 times the Respondent has given the amount in cash of which also the receipts are available with the respondent.

6) The chart of calculation and the total amount paid by the respondent to the applicant is given below which is as per the judgement dated 10.10.2023 passed in Cri. M. A. 417/2016.

7) The chart of calculation as per judgement dated 10.10.2023 passed in Cri. M. A. 417/2016 is as under.

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4	Clause 6 of operative order	Compensation	100000/-
5	Clause 7 of operative order	Cost of proceeding	10000/-
		Total Rs.	1770000/-
less	Paid as below mentioned chart		1770000/-
		Balance to pay	0/-

The chart of payment paid by the Respondent to the applicant as per judgment dated 10.10.2023 till 31<sup>st</sup> March 2025 is as under:

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46	15-3-25	Demand Draft	735020
		Total Rs.	1770000/-

- 8) As above the Respondent has paid all the amount till 31st March 2025 and no single rupees due with the respondent as per the judgement /order, so it is just and necessary to cancel the NBW warrant. Actually, the present execution petition filed by the applicant is totally false, baseless, concocted and not admitted by the respondent. Moreover, the calculation which is mentioned in the execution petition is totally false and the applicant is intentionally trying to mislead the Hon'ble court. If the applicant denies the above mentioned payment she should give details of the payment which are not received by her. In her execution petition she has admitted that she has received the amount of Rs. 4,44,980/- till March 2023. But actually, till march to 2023 the respondent has paid 4,89,980/- therefore the applicant has given false information.
- 9) As per the judgement in Cri. M. A. 417/2016 the Hon'ble court has directed to the respondent to pay Rs. 5,000/- per month to the applicant no. 1 to the rent accommodation from the date of this order that is order dated 10.10.2023 but unfortunately the applicant has wrongly mentioned in execution petition the said rent from the date of filing the application that is since 2016 which is totally wrong and by mentioning such wrong information the applicant is clearly misleading the Hon'ble court.

10) By considering all these aspects and documents, it is just and necessary to cancel the NBW warrant against the respondent and to cancel the said NBW the respondent filed an application on 15.03.2025 before this Hon'ble court.

11) Because of the false entries of amount is mentioned in execution proceeding this Respondent has filed Cri. M. A. for inquiry and contempt bearing no. 1126/2024 which is pending before this Hon'ble court and its date is today itself.

12) **It is therefore prayed that,**

a) Application of applicant may kindly be rejected.

b) Any other order in the interest of justice may kindly be passed.

Pimpri


Phugade

Dated: 20/3/2025

Adv. for Respondent

Accepted  
DD of  
7,35,020/-  
Thakkar  
20/3/25

Applicant denies the entire contents of affidavit of Respondent & seeks time to file detailed Reply. Meanwhile as per directions of Hon'ble court, applicant is ready to accept ~~ready~~ DD under protest without prejudicing the rights of the Applicant against the false claim of Respondent disputing the due amount of arrears of maintenance.

MHPU090013202024 	PWDVA Execution/8/2024 <b>Mrs. Bindu R Thakkar</b> Vs. <b>Rajesh Ramji Thakkar</b>
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**COMMON ORDER PASSED BELOW EXH. NO. 1**

(Passed on 20/03/2025)

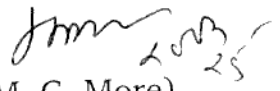
The applicant moved application against the non-applicant to direct the NA to clear the arrears of maintenance till date. Whereas the non-applicant has filed say by contending that, the application be rejected as the non-applicant has payed entire outstanding amount and the NBW issued be canceled and filed affidavit showing he has paid the outstanding maintenance till date. Both parties are directed to file say to their respective applications on 09.04.2023.

02. The applicant has received **DD No.193323** of Bank of India, Branch-Pimpri, Pune for amount of Rs.7,35,020/- (Rupees Seven Lakhs Thirty Five Thousand Twenty Rupees) dtd.15.03.2025 under protest by reserving her right of amount claimed against the non-applicants. By considering passing of NBW warrant against the non-applicant and acceptance of said DD by the applicant as well as both the parties are to file their say to their respective applications so as to arrive correct outstanding amount against the non-applicant, following order would meet the ends of justice -

**ORDER**

The NBW stayed till 09.04.2025 and both the parties are to file say on said date without fail.

Pimpri.  
Dated: 20/03/2025.

  
( M. G. More )  
Jt.J.M.F.C., Pimpri, Pune.