

**ORDER BELOW EXH- 5**

1. This application is filed by applicants as per provisions of Section 23 of the Protection of Women from Domestic Violence Act, 2005. In this application the applicant no.1 and 2 claim from respondent no.1 monthly interim maintenance of Rs.30,000 and Rs.20,000 and Rs.5,000/- towards costs of this proceeding. I have perused this application and the say of respondents. I have also perused all the documents filed on record and citations referred. I have heard learned counsels of both the parties. I have perused the written arguments filed on record. Entire record perused.

CONTENTIONS IN APPLICATION

2. In short, it is the case of the applicants that the respondents have committed various acts of domestic violence as noted in the main application as well as in the present application. However, it is alleged by the applicants that respondent no.1 has not provided any kind of economic help to them. It is alleged that respondent no.1 is doing service as a Quality Control Manager with Food Corporation of India, Bilaspur, Chhattisgarh State and getting monthly salary of Rs.73,000/-. So also it is also contended by the applicants that respondent no.3 is a retired pensioner and gets monthly pension of Rs.50,000/-. It is also contended by the applicants that respondent no.3 also gets monthly pension of her husband of Rs.30,000/-. The applicants submit that respondent have flat at Katraj and given on rent and gets RS.30,000/- per month rent. The respondent has a bungalow in 3 gunthe area at village Mahur, Tal. Purandar. The respondent has a flat at Korde Food, Pune and gets Rs.15000/- per month rent therefrom. The respondent has 0-Hec 30-R land in gut no.702, so also 5 acre land at Mahur.

The respondent no.3 has 4 gunthas of plot at Mangdewadi and gets monthly rent of Rs.20,000/-. The respondent no.1 a four-wheeled vehicle bearing registration no. MH-12/VC-6567. The applicants further submit in paragraph no.3 of this application that she has no movable or immovable property. They further submit that the applicant pays monthly installments of LIC and domestic articles from her salary and also pays home loan installment of Rs.25,000/- from her salary. The applicant pays Rs.15,000/- for the caretaker of applicant no.2. The applicant pays medical expenses and education expenses of applicant no.2 of Rs.40,000/- per annum. The applicant alleges that she pays Rs.16,000/- to Maharashtra Bank for home loan installment of flat at Laxmi Vihar Society and they reside there. In the last, the applicants have claimed interim monthly maintenance allowance from respondent no.1.

CONTENTIONS IN SAY

3. The respondents in their say denied all the allegations made by the applicants. However, they admit the marriage of respondent no.1 and applicant no.1. They also do not dispute that applicant no.1 is the son of respondent no.1 and applicant no.1. It is also not a disputed that now the respondent no.1 and applicant no.1 do reside separately.

4. The respondents in their say in short gave details about their education, service, different places of residence, how they met to each other, etc. However, the respondents submit that applicant no.1 is a Range Forest Officer. They also submit that it was a love marriage between respondent no.1 and applicant no.1. It is also submitted by them that respondent no.1 was forced by applicant no.1 to purchase a S-Cross Car worth of Rs.14.50 Lacs in the name of applicant no.1. The respondent no.1 also purchased a

flat at Laxmi Vihar Society, Saswad from home loan and still pays the installments. The respondents further submit that applicant no.1 forced respondent no.1 to purchase golden ornaments worth of Rs.6 Lacs. The respondents submit that applicant was raising suspicion on respondent no.1 and 2. The respondent no.1 was forced by applicant no.1 to purchase 0-Hec 30-R land out of gut no.702 of Mahur in the name of applicant no.1. The respondent no.1 has spent Rs.18 Lacs towards construction of house at Mahur and deposited Rs.6.56 Lacs with Anand Developers for purchase of flat and applicant no.1 also forced to execute a Gift Deed of 1-Hec 20-R land out of gut no.702 of Mahur. It is alleged by the respondents in their say that the applicant no.1 was not interested in cooking; she was adamant in nature and was raising frequent disputes and threatened to commit suicide etc. It is also alleged by the respondents that applicant no.1 has lodged a Crime no. 786 of 2023 with Saswad Police Station for the offences punishable under Sections 498-A, 323, 406 etc. of IPC. It is also contended by respondents that respondent no.1 gets Rs.47 to Rs.48 thousand per monthly salary but his expenses are of Rs.45 thousand. On the contrary the respondents submit that applicant no.1 is serving in the Forest Department and getting monthly salary of Rs.1,10,000/-. In the last, the respondents prayed to dismiss the application with costs.

DISCUSSION

5. The applicants have made several allegations of incidents of domestic violence at the hands of respondent no.1 etc. in their application at Exh.1 and present application. The allegations are supported by affidavit of applicant no.1. However, the respondent no.1 denies the allegations made by the applicants. Therefore, the allegations whether true or not are required to be ascertained after evidence is adduced by both the parties.

However, it is not disputed by the parties hereto that they are residing separate. It is also not disputed that applicant no.2 is minor and is residing with his mother i.e. applicant no.1. The applicant no.1 has also lodged a crime no. 786 of 2023 with Saswad police station against respondent no.1 etc. for the offences punishable under Sections 498-A etc. of IPC. I have also gone through the various copies of notices sent by the applicant no.1 to the respondent. One copy of NC dated 18-10-2023 prima facie shows that it was lodged by Rupali Vasant Jagtap against applicant no.1 with Bharti Vidyapeeth police station. Considering the object of Domestic Violence Act and the allegations are supported by affidavit of applicant and in light of aforesaid discussion, I came to the conclusion that the allegations made by the applicants do prima facie show acts of domestic violence at the hands of respondent no.1 etc.

6. I have considered all the documents uploaded by the parties, more particularly receipts of school fees paid by respondent no.1, bank statements of respondent no.1, copies of photographs of construction of house, payments of different nature made by respondent no.1 and other papers of education etc. However, there is a copy of Salary slip of respondent no.1 placed on record, which prima facie shows that respondent no.1 was getting gross monthly salary of Rs.76096/- and was receiving net salary of Rs.47,608/- after deductions therein. This salary slip is for the month of February 2024. The respondent no.1 is an able-bodied person. The copy of gut no. 715 prima facie shows that name of respondent no. 1 is mentioned therein as joint owner. There are allegations and counter-allegations by the parties against each other as regards exclusive title to some immovable property and payment of installments etc., yet on the basis of available pleadings and documents on record, it can be safely said that

respondent no.1 is having sufficient means to make payment of interim maintenance.

7. Now the question before this court is whether respondent is liable to pay interim maintenance to both the applicants or not. For this purpose after considering the material on record, I want to point out here that it is not disputed that applicant no.1 is serving as a Range Forest Officer with the Forest Department. It is quite strange that in her present application in paragraph no.3 she has specifically stated that she has no movable or immovable property. As per her own affidavit of assets and liabilities dated 19.03.2024, her salary per month is of Rs.84,000/-. Apart from this, if the copy of 7/12 extract of land bearing gut no. 706 of Mahur is perused then it prima facie discloses that there is an area of 0-Hec 17.33-R plus pot kharaba as 0-Hec 0.00.67-R in the name of applicant no.1. So also copy of 7/12 extract of Mahur for land gut no.702 prima facie shows that an area of 1-Hec 20-R land is standing in the name of applicant no.2 through his mother applicant no.1. Whereas copy of 7/12 extract of gut no.707 of Mahur prima facie shows that an area of 0-Hec 17.67-R plus pot kharaba 0.01.83-R standing in the name of applicant no.1. As such, it cannot be said that applicant no.1 is not having any immovable property. It appears that just to get interim maintenance the applicant no.1 might have made such incorrect statement in paragraph no.3 of the present application. So also as per said affidavit of applicant no. 1 about her income and assets etc., she is Msc (Agri) and having joint ownership of flat no. 301 with respondent no. 1 and having flat no. 306 of Bhekrainagar, Pune. In the said affidavit she has also given details of loan and installments. The applicant no. 1 is not coming with clean hands before this court as per above discussion. The respondent has already filed application for taking action against applicant no. 1 for criminal prosecution, which is pending. Therefore, looking to the aforesaid

discussion I am of the considered view that applicant no.1 is not entitled for any interim monthly maintenance.

8. As regards applicant no.2 is concerned, it is not disputed that he is minor and taking education. The counsel of respondent no.1 argued that he has paid education fees of the minor applicant no.2. May it be so, respondent no.1 is father of the minor applicant no.2 and he is an able-bodied person and has got sufficient means to provide interim maintenance in light of his salary slip and other documents uploaded in the file, therefore he cannot deny his liability of payment of interim maintenance to the minor applicant no.2. Another pay slip uploaded in the case for the month of October-2024 of respondent no. 1 prima facie shows that his gross salary is Rs. 76,550/- and net salary is 49,677/- after deductions. I want to point out here that the documents of income of parents etc. of respondent no.1 cannot be considered for the sake of present application. Only the sources of income of respondent no.1 are required to be considered for the present application.

9. As per affidavit of respondent no. 1 about his income etc. dated 21.03.2024, he has mentioned therein that he is Msc (Agri) and getting net monthly income of Rs. 47,000/- per month. In his affidavit he further states on oath that he has loans and installments and 1BHK flat at Saswad etc. Even if respondent no. 1 has loans and installments etc. he cannot deny his liabilities to maintain applicant no. 2. The applicant no. 2 is residing with applicant no. 1. Therefore, applicant no. 2 will require amount for education, food, clothes, medicine and other amenities as per the status of respondent no. 1. Therefore, considering the standard of living of respondent no. 1, his income from salary etc. and looking to the high inflation in day to day amenities of the life, I am of the considered view that respondent no. 1 is liable to pay interim monthly maintenance of Rs.

10,000/- to the applicant no. 2 from the filing of this application i.e. 19.12.2023 pending hearing and final disposal of main application Exh. 1. Hence, I pass following order.

ORDER

1. The application Exh. 5 is partly allowed.
2. The claim of interim maintenance of applicant no. 1 is refused.
3. The respondent no. 1 is directed to pay interim monthly maintenance of Rs. 10,000/- to the applicant no. 2 from the filing of this application i.e. 19.12.2023 pending hearing and final disposal of main application Exh. 1.
4. The respondent no. 1 is also directed to pay Rs. 2,000/- to the applicant no. 2 towards costs of present application.

Date:- 10/03/2025

(Md. Taher Bilal)
J.M.F.C. Saswad.

CERTIFICATE

I affirm that the contents of this P.D.F. file order are same word for word as per original order.

Name of Steno : Nitin Shinde, Stenographer (Grade III)

Court Name : Shri. Md. Taher Bilal
Civil Judge Jr. Division, Saswad.

Date of Order : 10.03.2025

Order signed by presiding officer on : 10.03.2025

Order uploaded on : 10.03.2025