

M-325/2022
Regd No.-325/2022
JO Code: WB01068

Order dated: 03.02.2024

Today is fixed for passing order.

The application for interim maintenance is taken up for passing order.

Perused the petition, the WO and other materials on record and documents filed by the parties.

It appears from the record that the petitioner filed her petition claiming maintenance for herself.

During hearing it was submitted by the ld advocate for the petitioner that the petitioner and OP have a son who has been living with the OP and so the petitioner is praying for maintenance from the opposite party for herself only.

On the other hand ld advocate for the opposite party submitted that the petitioner has been living in adultery. Ld advocate has filed some documents and submitted that from the copy of whatsapp chat it would be clear that the petitioner has been living in adultery. Ld advocate for the petitioner raised strong objection on the ground that all the documents are fake.

Both parties have brought allegations and counter allegations against each other and the same cannot be decided at this stage without taking evidence. The opposite party being the husband of the petitioner is bound to maintain his wife.

It appears from the interim maintenance petition filed by the petitioner that the opposite party is a owner of two showrooms, one is situated at Poramatola market at Telipara named and styled as Netaji Telecom and another showroom named and stayed as Sribhumi Anusthan Bhawan which is situated opposite to Bandhan Bank and OP thereby earns Rs. 50000/- to Rs. 60000/- per month.

The opposite party denied the same and stated that he is working as an employee at showroom called Netaji Telecom and earns Rs. 10000/- per month therefrom. The opposite party has filed a document showing the name of the proprietor of the showroom of Netaji Telecom. However, no document of his income is filed by the OP.

Considering the above facts and circumstances, I am inclined to allow the petitioner's petition and if the opposite party be directed to pay Rs.2000/- per month for the petitioner as interim maintenance, none will be prejudiced.

Hence it is,

ORDERED

That the interim maintenance petition of the petitioner is hereby allowed.

The petitioner is entitled to get Rs. 2000/- per month for herself, as interim maintenance from the opposite party from the date of filing of the case.

The opposite party is directed to pay **Rs. 2000/- per month for the petitioner** as interim maintenance, month by month, within 7th day of each succeeding English calender month from this date of filing of the case till disposal of the case. In default, the petitioner is at liberty to realize the same through court.

Let a copy of this order be given to the petitioner free of cost.

To 06-04-2024 for evidence.

D/C

Sd/-

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ACJM-cum-CJSD, Kakdwip

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