



**IN THE HIGH COURT OF ORISSA AT CUTTACK**  
**CRLREV No.655 of 2025**

***Prasanta Kumar Sahu*** .... ***Petitioner***

Mr. U.C. Mishra, Advocate

-versus-

***Tunee Sahu*** .... ***Opposite Party***

Ms. S. Panigrahi, Advocate

**CORAM: JUSTICE V. NARASINGH**  
**ORDER**  
**16.03.2026**

**Order No.**

**04.**

1. Heard learned counsel for the Petitioner and learned counsel for the Opposite Party.

2. Assailing the judgment dated 19.08.2025 in Criminal Appeal No.21 of 2024 passed by the learned District & Sessions Judge, Kalahandi, Bhawanipatna in exercise of his power under Section 29 of the Protection of Women from Domestic Violence Act, 2005 (hereinafter referred to as 'the D.V. Act') thereby affirming the order passed by the learned S.D.J.M., Bhawanipatna dated 01.05.2024 in C.M.C. No.35 of 2021 of the learned Trial Court directing the Petitioner to pay the amounts on the following grounds, this Criminal Revision has been preferred:-

“(i) Rs.8,000/- per month to the respondent/petitioner as monetary reliefs for daily expenses;



(ii) Rs.4,000/- per month towards house rent;  
and  
(iii) Rs.8,000/- per month for maintenance of  
minor son Arnab;  
and all payable by the 5<sup>th</sup> of each succeeding  
English calender month."

3. Learned counsel for the Petitioner submits that the amount as awarded is ex-facie excessive and the learned Courts below failed to appreciate that the Petitioner who is serving as a Constable in CRPF because of his posting in Assam was paid extra emoluments, which primarily form the basis of awarding the compensation and the learned Courts below also failed to take into account that since the son of the Petitioner is studying in KV, Bhawanipatna the amount claimed towards his educational expenses is also exorbitant.

4. It is submitted that so far as the emoluments of the Petitioner while he is being posted in Assam cannot be made the basis of assessment for the reasons that the pay package receivable during such posting in Assam is inherently temporary.

5. Learned counsel for the Opposite Party, Ms. Panigrahi submits that admittedly the son of the Petitioner and the Opposite Party is aged about 12 years and hence it cannot be said the amount awarded towards his educational expenses and his



day-to-day expenses is on the higher side. Hence, the matter does not merit any interference.

6. On going through the rival submissions, with reference to the evidence and the materials on record, this Court is of the considered view that directing the Petitioner to pay a consolidated sum of Rs.15,000/- towards monthly maintenance would subserve the ends of justice.

7. In the light of such finding of this Court, learned counsel for the Petitioner was called upon to submit a calculation sheet keeping in view the amount which is claimed to have been paid till date in terms of the earlier orders passed by the learned Trial Court, Appellate Court as well as this Court.

The calculation sheet filed by way of memo is taken on record and copy thereof has been served on the learned counsel for the Opposite Party who does not dispute the amount so indicated in the calculations.

8. From such calculation sheet, it is seen that the arrear maintenance comes to Rs.5,09,290/-.

9. On consideration of the rival submissions, on the touchstone of equity inter se, it is directed that the Petitioner shall pay the sum of Rs.15,000/- per month towards maintenance and the same shall be paid on 10<sup>th</sup> of each succeeding month, the maintenance becoming due i.e. for example for the



month of March, 2026, the amount shall fall due on 10<sup>th</sup> of April, 2026 so on and so forth.

10. It is further directed that the Petitioner shall deposit a sum of Rs.1,09,290/- by end of May, 2026 towards arrears.

It is needless to state here that such deposit shall be in addition to the amount of Rs.15,000/- which shall fall due on 10<sup>th</sup> of May, 2026.

11. The balance amount of Rs.4,00,000/- towards monthly maintenance shall be payable by way of 36 monthly instalments. The first of such instalment shall fall due from 15<sup>th</sup> of June, 2026. The learned Court in seisin shall fix the date of subsequent instalments. Such deposit shall be in addition to the amount of Rs.15,000/- as directed above.

12. The Petitioner shall deposit the amount as aforesaid in the account of the Opposite Party.

The details of address and the bank account of the Opposite Party as furnished by way of memo is taken on record.

The same runs thus:-

Bank A/C Holder Name:- Tunee Sahu

Address- C/o- Somnath Sahu

Chancher,

Utkela -766011, Kalahandi

A/C No.- 00000020058187561

IFSC Code- SBIN0006089



MICR Code- 766002203

Bank Name- State Bank of India, Utkela  
Branch, Kalahandi.

13. In the event of any default in payment as aforesaid, it shall be open for the Opposite Party to initiate action in accordance with law. And, it shall also be open to the learned Court in seisin to consider to direct the (Drawing and Disbursing Officer) DDO of the Petitioner to effect necessary deduction from the salary of the Petitioner and ensure deposit of the amount(s) as directed in the aforementioned account of the Opposite Party, as per the time line as above.

14. Accordingly, the CRLREV stands disposed of. In view of disposal of CRLREV, pending I.As., if any, also stand disposed of.

**(V. Narasingh)**  
**Judge**

Ayesha

Signature Not Verified

Digitally Signed  
Signed by: AYESHA ROUT  
Reason: Authentication  
Location: High Court of Orissa, Cuttack  
Date: 18-Mar-2026 19:58:26

