

28.11.2025
Item No.6
Court No.1
CHC

Calcutta High Court
In the Circuit Bench at Jalpaiguri
Appellate Side

F.A.T. 5 of 2024
IA NO: CAN/1/2024
IA NO: CAN/2/2024
IA NO: CAN/3/2024
IA NO: CAN/4/2024
IA NO: CAN/5/2024

Sri Niloy Mazumder @ Nilay Majumder
Vs.
Smt. Popy Mazumder (Ghosh)

Mr. Amales Ray, Ld. Senior Advocate
(in virtual platform)
Mr. Nigam Mittal, Advocate
...for the appellant

Mr. Satyaki Basu, Advocate
...for the respondent

1. Learned Senior Advocate appearing for the appellant on instruction submits that, a sum of Rs.1,08,000/- is due and payable as arrears maintenance. He submits that, his client will make over a cheque for such amount in favour of the respondent in course of this day. He submits that, the future maintenance will be paid by deposit in the bank account of the respondent, details whereof the respondent furnished to his client.
2. In the event, the cheque is not made over by the appellant to the respondent in course of the day or in the event, the cheque is dishonoured for any reason, appellant will credit the bank account of the respondent by a sum of Rs.1,08,000/-by

December 3, 2025. In default, the respondent is at liberty to take appropriate steps.

3. Future maintenance, will be credited to the bank account of the respondent month by month.
4. List the appeal before the next available Circuit Bench.
5. Payment of Rs.1,08,000/- is wholly without prejudice to the rights and contentions of the rival parties.
6. Respondent claims that a sum in excess of Rs.1,08,000/- is payable on account of arrears maintenance.
7. Quantum of arrears maintenance may be decided at the final hearing.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)