

IN THE HIGH COURT OF JHARKHAND AT RANCHI

First Appeal No. 216 of 2025

Rinky Singh, Aged about 36 years, D/o-Mahendra Singh,
R/o - House 5, 13/5 Priyadarshini Parisar west, Motilal
Nehru Nagar, Bhilai, Durg, P.O. Nehru Nagar, & P.S. -
Supela, District-Durg, Chattisgarh-490020.

... ... **Appellant**

Versus

1. Deepak Singh Ari, aged about 37 years, Son of Late
Pritam Singh Ari, R/o Ram Bhawan, Tata Road, Ward
No. 22, P.O. & P.S. Mofussil, Chaibasa, District West
Singhbhum.

2. The State of Jharkhand through D.C. Chaibasa.

... ... **Respondents**

**CORAM: HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD
HON'BLE MR. JUSTICE SANJAY PRASAD**

For the Appellant	: Mr. Amit Kumar Das, Sr. Advocate
	: Mr. Vineet Sinha, Advocate
For the Resp. No.1	: Mrs. Oishi Das, Advocate
For the State	: Mr. Bhola Nath Ojha, Spl. P.P.

C.A.V. on 07.07.2026

Pronounced on 06/08/2026

Per Sujit Narayan Prasad, J.

1. The instant appeal, under Section 19(1) of the Family Court Act, 1984, is directed against the order/judgment dated 25.03.2025 and decree signed on 05.04.2025 passed by the learned Principal Judge, Family Court, West Singhbhum at Chaibasa in Original Suit No.81 of 2024, whereby and whereunder, the suit filed by the respondent-husband for dissolution of marriage by decree of divorce u/s 13(1)(i-a) and

(i-b) of Hindu Marriage Act, 1955 against the appellant-wife, has been allowed.

Factual Matrix

2. The marriage between the respondent herein/petitioner and the appellant/ respondent was solemnized on 28.12.2016 according to Sikh rites and ceremonies at Nehru Nagar Gurudwara, Bhilai, District Durg, Chhattisgarh. The marriage was an arranged marriage initiated through the matrimonial website Jeevansathi.com.

3. After marriage, the parties started residing together as husband and wife. Out of the wedlock, one daughter was born.

4. The petitioner alleges that after the marriage, differences arose between the parties on account of incompatibility of temperament and repeated matrimonial discord. According to him, the respondent frequently stayed at her parental home and despite repeated requests, did not return to the matrimonial home. The petitioner visited the parental house of the respondent on 18.07.2018 to bring the respondent and the minor daughter back, but he was allegedly misbehaved with by the respondent and her family members and ultimately returned on 22.07.2018.

5. The petitioner has alleged that on different occasions he transferred amounts of Rs.10,000/- each to the accounts of the respondent's mother and brother to meet the respondent's

requirements. Despite such efforts, the respondent allegedly refused to resume cohabitation.

6. Consequently, the petitioner instituted proceedings under Section 9 of the Hindu Marriage Act for restitution of conjugal rights before the Court, Chaibasa which was registered as Original Suit No.20 of 2019. During pendency thereof, the respondent sought transfer of the proceeding before the Hon'ble Supreme Court by filing Transfer Petition (Civil) No.1167 of 2020. The Hon'ble Supreme Court stayed the proceedings and thereafter transferred the case to the Principal Judge, Family Court, Durg.

7. Thereafter, several litigations came to be instituted between the parties. The respondent lodged Supela Police Station Case No.660 of 2019 under Sections 498A/34 IPC against the petitioner, his mother and married sister. The petitioner and his family members obtained anticipatory bail and subsequently charge-sheet was submitted giving rise to Criminal Case No.2666 of 2021 before the learned Chief Judicial Magistrate, Durg.

8. The petitioner further alleges that on 23.07.2019 the respondent along with her family members came to his residence and forcibly entered the house, assaulted his mother and removed jewellery from the house. On the basis of the complaint lodged by the petitioner's mother, Muffasil

P.S. Case No.84 of 2019 under Sections 323, 341, 342, 379, 504, 506 read with Section 34 IPC was registered.

9. The respondent also initiated proceedings under Section 125 Cr.P.C. seeking maintenance for herself and the minor daughter, claiming monthly maintenance of Rs.40,000/- along with litigation expenses. She also instituted proceedings under Section 12 of the Protection of Women from Domestic Violence Act before the competent Court at Durg.

10. The petitioner, on the other hand, filed proceedings under Sections 10 and 25 of the Guardians and Wards Act seeking custody and guardianship of the minor daughter.

11. During pendency of the aforesaid proceedings, with the intervention of elders, well-wishers and learned counsel appearing for both sides, the parties amicably resolved all their disputes. The terms of the settlement are as follows:

- (a) the parties agreed to dissolve their marriage by mutual consent;
- (b) the petitioner-husband (respondent herein) agreed to pay a consolidated sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) as one-time permanent alimony towards full and final settlement of all claims of the respondent and the minor daughter;
- (c) on presentation of the joint petition, the petitioner paid Rs.10,00,000/- through demand

drafts/cheques, which the respondent/appellant herein accepted and encashed;

(d) the petitioner handed over all jewellery belonging to the respondent except one diamond ring and one gold ring, which were agreed to be delivered at the time of second motion;

(e) custody of the minor daughter shall permanently remain with the respondent;

(f) the petitioner shall have visitation rights, if mutually agreed between the parties;

(g) both parties agreed to withdraw all pending civil and criminal proceedings against each other and their respective family members.

12. Pursuant to the settlement, the petitioner withdrew the proceedings under Section 9 of the Hindu Marriage Act and under Sections 10 and 25 of the Guardians and Wards Act. Likewise, the respondent withdrew the proceedings under Section 125 Cr.P.C. and under the Protection of Women from Domestic Violence Act.

13. The petitioner complied with all the terms and conditions agreed between the parties for dissolution of marriage, he paid the half of the permanent alimony amount agreed and was ready and willing to pay the remaining half amount agreed. However, the respondent started blackmailing the petitioner by demanding additional amount

as permanent alimony and threatened that she would not give her consent for dissolution of marriage during second motion and when the petitioner refused to accede to illegal and unjust demands of respondent, she acted on her threats and refused to give her consent for dissolution of her marriage and withdrew her consent. As such the proceeding under Section 13(1)B was dismissed by the learned Principal Judge, Family Court, Durg, vide order dated 25.11.2023 and the respondent also did not return the sum of Rs. 10,00,000/- and jewelry taken by her as per terms and conditions agreed between them in proceeding under Section 13(B) of the HMA 1955 and has kept the criminal proceeding bearing Criminal Proceeding Case No. 2666/2021, pending before the court of the learned CJM Durg, Chattisgarh.

14. The respondent/ petitioner-husband, on the ground of cruelty and desertion, had filed an application under Section 13(1) (i-a) (i-b), of the Hindu Marriage Act, 1955 before the Family Court for a decree of divorce against his lawfully wedded wife and the same was numbered as the Original Suit No. 81 of 2024.

15. Notice was issued to the respondent through speed post as well as the petitioner himself served the notice upon respondent wife but she did not appear before the court.

16. Thereafter, learned Family Court ordered to publish the notice in daily newspaper widely circulated in Bhilai-

Raipur, so the notice was published in Dainik Bhaskar newspaper on 24.11.2024 published from Bhilai-Raipur but the respondent again did not appear before the court.

17. The court found that all the notices were duly served upon respondent and the notice was also published in daily newspaper in Dainik Bhaskar on 24.11.2024 despite that the respondent evaded herself from court proceeding, so the court was of the view that notice was presumed to be duly served upon respondent. The court initiated ex parte proceeding on 20.12.2024 against respondent-wife and the petitioner was directed to produce evidence documentary and oral, if any.

18. The learned Principal Judge, after hearing learned counsel for the petitioner and taking into consideration the material available on record, has framed four issues for adjudication of the *lis*, which are being referred as under:-

- “(i) Whether the suit is maintainable in its present form?
- (ii) Whether there is any cause of action for filing the suit?
- (iii) Whether the respondent wife committed subjected to physical and mental cruelty with her husband by misbehaving with him and her mother-in-law and has deserted her husband permanently to bring cohabitation to an end (*animus deserendi*)?
- (iv) Whether the petitioner is entitled visitation right to meet with his daughter within the scope of section 26 of Hindu Marriage Act?”

19. Thereafter, the case proceeded for evidence during which the respondent-husband has examined five witnesses including himself as well as exhibited some documents.

20. The learned Principal Judge, Family court, after appreciating the evidence adduced on behalf of petitioner, came to the conclusion that the respondent-husband, has been able to prove and substantiate the factum of cruelty meted out to him by the defendant-wife and that the appellant-wife has deserted him, as such it was held that the husband, the respondent herein, is entitled to get a decree of divorce, against which, the instant appeal has been preferred by the wife-appellant.

Submission of the learned counsel for the appellant:

21. Learned counsel for the appellant has submitted that though the appellant intends to reside with the respondent but since the respondent/husband is adamant not to live with the appellant-wife, as such, the only question remains for alimony.

22. Learned counsel for the appellant has submitted that he will not argue the case on merit and prayed that the matter may be resolved by providing the alimony for one time settlement.

23. Lastly, he has submitted that the appellant-wife has no source of income to survive.

Submission of the learned counsel for the respondent:

24. Learned counsel appearing for the respondent has submitted that he also does not want to go into the merit of issue and the matter may be decided taking into consideration the fact that a compromise was arrived at between the parties, whereby and where under the parties agreed to file an application for dissolution of their marriage by mutual consent and the respondent-husband agreed to pay a consolidated sum of Rs.20,00,000/- as one-time permanent alimony towards full and final settlement of all claims of the respondent and the minor daughter, out of which the respondent-husband paid Rs.10,00,000/- through demand drafts/cheques, which the respondent accepted and encashed.

25. Learned counsel for the respondent-husband has submitted that the respondent-husband is still ready to pay 25,00,000/- as one-time permanent alimony.

Analysis:

26. Being aggrieved with the impugned judgment passed by the learned family court, the appellant-wife has preferred the present appeal.

27. Thereafter, the matter was heard by this Court on 09.04.2026 and on that date, learned counsel for both parties have consented that in order to explore the possibility of settlement through reunion, the parties may be called upon.

28. In view of such submission, this Court called upon both the parties on the next date of hearing.

29. On 05.05.2026, both parties appeared before this Court. The Court interacted with them, however, the respondent-husband remained adamant in his refusal to reside with the appellant-wife.

30. Accordingly, both the parties were directed to file their respective affidavits in view of the judgment rendered in the case of ***Rajnish v. Neha & Anr. [(2021) 2 SCC 324]*** giving therein the details of their source of income both movable and immovable.

31. The Deputy Commissioner, Chaibasa was also directed to submit a report regarding the entire assets of the respondent-husband and the known/unknown source of income.

32. In pursuance to the direction of this Court, the appellant-wife, has filed affidavit dated 09.06.2026 stating *inter alia* therein that she has no source of income and she is completely dependent upon her parents for the expenses of self and the child.

33. The respondent-husband has also filed affidavit disclosing his income etc. and accordingly the matter has been heard on the point of determination of permanent

alimony without going in to the merit of the impugned judgment.

34. In pursuance to the direction of this Court dated 05.05.2026, the Deputy Commissioner, Chaibasa has also filed affidavit giving therein the details of movable property and the income of the respondent.

35. However, after appearance of the respondent-husband, the parties have agreed for permanent alimony and accordingly submission has been made in support thereof.

36. It is evident from record that during the pendency of the suit before the learned Family Court, the appellant-wife has expressed her willingness to accept dissolution of marriage, provided she is paid Rs.20,00,000/- as permanent alimony in full and final settlement. The respondent-husband had also agreed and accordingly Rs. Ten Lakh has been accepted in form of demand draft and the said demand draft was encashed by the wife (appellant herein) but later on the appellant wife withdrew her consent and the matter could not be settled finally.

37. This Court in the aforesaid backdrop facts and submission requires to consider as to “*what would be the quantum of permanent alimony to meet the needs of the appellant/ wife and the female child on the basis of pleadings available on record?*”

38. This Court, before considering the aforesaid issue, needs to refer herein the provision of law as contained under Section 25 of the Hindu Marriage Act, 1955, wherein it has been provided that any court exercising jurisdiction under this Act may, at the time of passing any decree or at any time subsequent thereto, on application made to it for the purpose by either the wife or the husband, as the case may be, order that the respondent shall pay to the applicant for her or his maintenance and support such gross sum or such monthly or periodical sum for a term not exceeding the life of the applicant as, having regard to the respondent's own income and other property, if any, the income and other property of the applicant, it may seem to the court to be just, and any such payment may be secured, if necessary, by a charge on the immovable property of the respondent. For ready reference, Section 25 of the Act, 1955 is quoted as under:

“25. Permanent alimony and maintenance.—(1) Any court exercising jurisdiction under this Act may, at the time of passing any decree or at any time subsequent thereto, on application made to it for the purpose by either the wife or the husband, as the case may be, order that the respondent shall pay to the applicant for her or his maintenance and support such gross sum or such monthly or periodical sum for a term not exceeding the life of the applicant as, having regard to the respondent's own income and other property, if any, the income and other property of the applicant 1 [the conduct of the parties and other circumstances of the case], it may seem to the court to be just, and any such payment

may be secured, if necessary, by a charge on the immovable property of the respondent.

(2) If the court is satisfied that there is a change in the circumstances of either party at any time after it has made an order under sub-section (1), it may, at the instance of either party, vary, modify or rescind any such order in such manner as the court may deem just.

(3) If the court is satisfied that the party in whose favour an order has been made under this section has re-married or, if such party is the wife, that she has not remained chaste, or, if such party is the husband, that he has had sexual intercourse with any woman outside wedlock, 2 [it may at the instance of the other party vary, modify or rescind any such order in such manner as the court may deem just].”

39. It is evident from the aforesaid provision that concept of permanent alimony as provided under Section 25 have been enacted with the object of removing the hardship of the wife or the husband with no independent income sufficient for living or meeting litigant expenses; such a leave can be granted as well who may also be deprived of the same on proof of having sexual intercourse outside the wedlock. It is also settled position of law that the Court may grant permanent alimony to the party while disposing of the main application even if application has been moved; meaning thereby the intent of the Act is to remove the handicap/hardship of a wife or husband by passing an appropriate order at the appropriate stage either under Section 24 or 25 of the Hindu Marriage Act, 1955. The basic behind this is to sustain the life of husband or wife, if having no sufficient source of income.

40. The Hon'ble Apex Court has also considered the intent of Section 25 of Hindu Marriage Act in catena of Judgments wherein it has been observed that Section 25 of Act 1955 is an enabling provision. It empowers the court in a matrimonial case to consider facts and circumstances of the spouse applying and deciding whether or not to grant permanent alimony. Sub-section (1) of Section 25 provides that a matrimonial Court exercising the jurisdiction under the Hindu Marriage Act may at the time of passing a decree or at any time subsequent thereto on an Application made to it, order to pay maintenance.

41. Thus, a power is conferred on the Matrimonial Court to grant permanent alimony or maintenance on the basis of a decree of divorce passed under the Hindu Marriage Act even subsequent to the date of passing of the decree on the basis of an application made in that behalf. Sub-section (2) of Section 25 confers a power on the Court to vary, modify or rescind the order made under Sub-section (1) of Section 25 in case of change in circumstances. The power under Sub-section (3) of Section 25 is an independent power. The said power can be exercised if the Court is satisfied that the wife in whose favour an order under Subsection (1) of Section 25 of the Hindu Marriage Act is made has not remained chaste. In such event, at the instance of the other

party, the Court may vary, modify or rescind the order under Sub-section (1) of Section 25 of the Hindu Marriage Act.

42. Reference in this regard may be made to the judgment rendered by the Hon'ble Apex Court in the case of ***Kalyan Dey Chowdhury v. Rita Dey Chowdhury Nee Nandy, (2017) 14 SCC 200.*** For ready reference, paragraph 14 of the judgment is quoted as under:

“14. Section 25 of the Hindu Marriage Act, 1955 confers power upon the court to grant a permanent alimony to either spouse who claims the same by making an application. Sub-section (2) of Section 25 of the Hindu Marriage Act confers ample power on the court to vary, modify or discharge any order for permanent alimony or permanent maintenance that may have been made in any proceeding under the Act under the provisions contained in sub-section (1) of Section 25. In exercising the power under Section 25(2), the court would have regard to the “change in the circumstances of the parties”. There must be some change in the circumstances of either party which may have to be taken into account when an application is made under sub-section (2) of Section 25 for variation, modification or rescission of the order as the court may deem just.”

43. We may note here that a substitution has been brought to Sub-section (3) of Section 25 of the Hindu Marriage Act with effect from 27th May 1976. Earlier, it was provided under Sub-section (3) of Section 25 that if the Court was satisfied that the party in whose favour an order has been made has not remained chaste, it shall rescind the order. The words “it shall rescind the order” appearing in Sub-section (3) of Section 25 were replaced

by the said amendment by the words “it may at the instance of the other party vary, modify or rescind any such order”. The legislature in its wisdom by the said substitution has provided that after the facts stated in Sub-section (3) of Section 25 of the Hindu Marriage Act are established, the Court may vary, modify or rescind any such order under Sub-section (1) of Section 25 of the Hindu Marriage Act. Thus, after 1976, there is a discretion conferred on the Court by Sub-section (3) of Section 25 of the Hindu Marriage Act of declining to rescind, vary or modify the order under Sub-section (1) of Section 25 thereof, even if on an Application made by the husband/wife, it is established that the husband/wife has not remained chaste after the decree of maintenance is passed under Sub-section (1) of Section 25.

44. The Hon’ble Apex Court in the case of ***Vinny Parmvir Parmar v. Parmvir Parmar, (2011) 13 SCC 112*** while appreciating the core of Section 25 of the Act 1955 has observed that for permanent alimony and maintenance of either spouse, the respondent's own income and other property, and the income and other property of the applicant are all relevant material in addition to the conduct of the parties and other circumstances of the case, for ready reference the relevant paragraph of the aforesaid judgment is being quoted as under:

“12. As per Section 25, while considering the claim for permanent alimony and maintenance of either spouse, the

respondent's own income and other property, and the income and other property of the applicant are all relevant material in addition to the conduct of the parties and other circumstances of the case. It is further seen that the court considering such claim has to consider all the above relevant materials and determine the amount which is to be just for living standard. No fixed formula can be laid for fixing the amount of maintenance. It has to be in the nature of things which depend on various facts and circumstances of each case. The court has to consider the status of the parties, their respective needs, the capacity of the husband to pay, having regard to reasonable expenses for his own maintenance and others whom he is obliged to maintain under the law and statute. The courts also have to take note of the fact that the amount of maintenance fixed for the wife should be such as she can live in reasonable comfort considering her status and mode of life she was used to live when she lived with her husband. At the same time, the amount so fixed cannot be excessive or affect the living condition of the other party. These are all the broad principles courts have to be kept (sic keep) in mind while determining maintenance or permanent alimony.

45. It needs to refer herein that no arithmetic formula can be adopted for grant of permanent alimony to wife. However, status of parties, their respective social needs, financial capacity of husband and other obligations must be taken into account. The Hon'ble Apex Court in the case of **U. Sree v. U. Srinivas, (2013) 2 SCC 114** has observed that while granting permanent alimony, no arithmetic formula can be adopted as there cannot be mathematical exactitude. It shall depend upon the status of the parties, their respective social needs, the financial capacity

of the husband and other obligations. For ready reference the relevant paragraph is being quoted as under:

“33. We have reproduced the aforesaid orders to highlight that the husband had agreed to buy a flat at Hyderabad. However, when the matter was listed thereafter, there was disagreement with regard to the locality of the flat arranged by the husband and, therefore, the matter was heard on merits. We have already opined that the husband has made out a case for divorce by proving mental cruelty. As a decree is passed, the wife is entitled to permanent alimony for her sustenance. Be it stated, while granting permanent alimony, no arithmetic formula can be adopted as there cannot be mathematical exactitude. It shall depend upon the status of the parties, their respective social needs, the financial capacity of the husband and other obligations. In Vinny Parmvir Parmar v. Parmvir Parmar [(2011) 13 SCC 112 : (2012) 3 SCC (Civ) 290] (SCC p. 116, para 12) while dealing with the concept of permanent alimony, this Court has observed that while granting permanent alimony, the court is required to take note of the fact that the amount of maintenance fixed for the wife should be such as she can live in reasonable comfort considering her status and the mode of life she was used to when she lived with her husband. At the same time, the amount so fixed cannot be excessive or affect the living condition of the other party.

46. In the case of **Rajnish v. Neha & Anr. [(2021) 2 SCC 324]** the Hon’ble Apex Court has extensively dealt with the issue of granting interim/permanent alimony and has categorically held that the objective of granting interim/permanent alimony is to ensure that the dependent spouse is not reduced to destitution or vagrancy on account of the failure of the marriage, and not as a punishment to the other spouse. There is no straitjacket

formula for fixing the quantum of maintenance to be awarded. The Hon'ble Apex Court further held that the Court while considering the issue of maintenance, should consider the factors like the status of the parties; reasonable needs of the wife and dependent children; whether the applicant is educated and professionally qualified; whether the applicant has any independent source of income; whether the income is sufficient to enable her to maintain the same standard of living as she was accustomed to in her matrimonial home; whether the applicant was employed prior to her marriage; whether she was working during the subsistence of the marriage, for ready reference the relevant paragraph of the aforesaid judgment is being quoted as under:

“77. The objective of granting interim/permanent alimony is to ensure that the dependent spouse is not reduced to destitution or vagrancy on account of the failure of the marriage, and not as a punishment to the other spouse. There is no straitjacket formula for fixing the quantum of maintenance to be awarded.

78. The factors which would weigh with the court inter alia are the status of the parties; reasonable needs of the wife and dependent children; whether the applicant is educated and professionally qualified; whether the applicant has any independent source of income; whether the income is sufficient to enable her to maintain the same standard of living as she was accustomed to in her matrimonial home; whether the applicant was employed prior to her marriage; whether she was working during the subsistence of the marriage; whether the wife was required to sacrifice her employment opportunities for nurturing the family, child rearing, and looking after adult members of the family;

reasonable costs of litigation for a non-working wife. [Refer to Jasbir Kaur Sehgal v. District Judge, Dehradun, (1997) 7 SCC 7; Refer to Vinny Parmvir Parmar v. Parmvir Parmar, (2011) 13 SCC 112 : (2012) 3 SCC (Civ) 290]

79. *In Manish Jain v. Akanksha Jain [Manish Jain v. Akanksha Jain, (2017) 15 SCC 801 : (2018) 2 SCC (Civ) 712] this Court held that the financial position of the parents of the applicant wife, would not be material while determining the quantum of maintenance. An order of interim maintenance is conditional on the circumstance that the wife or husband who makes a claim has no independent income, sufficient for her or his support. It is no answer to a claim of maintenance that the wife is educated and could support herself. The court must take into consideration the status of the parties and the capacity of the spouse to pay for her or his support. Maintenance is dependent upon factual situations; the court should mould the claim for maintenance based on various factors brought before it.*

80. *On the other hand, the financial capacity of the husband, his actual income, reasonable expenses for his own maintenance, and dependent family members whom he is obliged to maintain under the law, liabilities if any, would be required to be taken into consideration, to arrive at the appropriate quantum of maintenance to be paid. The court must have due regard to the standard of living of the husband, as well as the spiralling inflation rates and high costs of living. The plea of the husband that he does not possess any source of income ipso facto does not absolve him of his moral duty to maintain his wife if he is able-bodied and has educational qualifications. [Reema Salkan v. Sumer Singh Salkan, (2019) 12 SCC 303 : (2018) 5 SCC (Civ) 596 : (2019) 4 SCC (Cri) 339]*

81. *A careful and just balance must be drawn between all relevant factors. The test for determination of maintenance in matrimonial disputes depends on the financial status of the respondent, and the standard of living that the applicant was accustomed to in her matrimonial home. [Chaturbhuj v. Sita Bai, (2008) 2 SCC 316 : (2008) 1 SCC*

(Civ) 547 : (2008) 1 SCC (Cri) 356] The maintenance amount awarded must be reasonable and realistic, and avoid either of the two extremes i.e. maintenance awarded to the wife should neither be so extravagant which becomes oppressive and unbearable for the respondent, nor should it be so meagre that it drives the wife to penury. The sufficiency of the quantum has to be adjudged so that the wife is able to maintain herself with reasonable comfort.

47. The Hon'ble Supreme Court in the case of **Rajnish v. Neha** (supra), provided a comprehensive criterion and list of factors to be looked into while deciding the question of permanent alimony. This judgment lays down an elaborate and comprehensive framework necessary for deciding the amount of maintenance in all matrimonial proceedings, which specific emphasis on permanent alimony and the same has been reiterated by Hon'ble Supreme Court in **Kiran Jyot Maini v. Anish Pramod Patel reported in 2024 SCC OnLine SC 1724**.

48. The Hon'ble Supreme Court in **Kiran Jyot Maini (supra)**, while discussing the husband's obligation to maintain the wife and the importance of his financial capacity in deciding the quantum, observed under para 26 that:-

"26. Furthermore, the financial capacity of the husband is a critical factor in determining permanent alimony. The Court shall examine the husband's actual income, reasonable expenses for his own maintenance, and any dependents he is legally obligated to support. His liabilities and financial commitments are also to be considered to ensure a balanced and fair maintenance award. The court

must consider the husband's standard of living and the impact of inflation and high living costs. **Even if the husband claims to have no source of income, his ability to earn, given his education and qualifications, is to be taken into account. The courts shall ensure that the relief granted is fair, reasonable, and consistent with the standard of living to which the aggrieved party was accustomed.** The court's approach should be to balance all relevant factors to avoid maintenance amounts that are either excessively high or unduly low, ensuring that the dependent spouse can live with reasonable comfort post-separation."

49. The Hon'ble Supreme Court in the case of **Pravin Kumar Jain v. Anju Jain** reported in **2024 SCC OnLine SC 3678** has taken note of the various judgments to clarify the position of law with regard to determination of permanent alimony and the factors that need to be considered in order to arrive at a just, fair, and reasonable amount of permanent alimony. In para 31 it is held as under:

"31. There cannot be strict guidelines or a fixed formula for fixing the amount of permanent maintenance. The quantum of maintenance is subjective to each case and is dependent on various circumstances and factors. The Court needs to look into factors such as income of both the parties; conduct during the subsistence of marriage; their individual social and financial status; personal expenses of each of the parties; their individual capacities and duties to maintain their dependents; the quality of life enjoyed by the wife during the subsistence of the marriage; and such other similar factors. This position was laid down by this Court in Vinny Paramvir Parmar v. Paramvir Parmar, and Vishwanath Agrawal v. Sarla Vishwanath Agrawal."

50. Recently, the Hon'ble Apex Court in the case of ***Rakhi Sadhukhan Vs. Raja Sadhukhan [2025 SCC OnLine SC1259]*** has enhanced the amount of alimony subject to increase of alimony in every two years.

51. This Court has considered the factual aspect of the said case and on perusal of the fact, referred therein, it is evident that in the said case, the appellant-wife and respondent-husband were married on 18.06.1997. A son was born to them on 05.08.1998. In July 2008, the respondent-husband filed Matrimonial Suit No. 430 of 2008 under Section 27 of the Special Marriage Act, 1954 seeking dissolution of marriage on the ground of cruelty allegedly inflicted by the appellant-wife. Subsequently, the appellant-wife filed Misc. Case No. 155 of 2008 in the same suit under Section 24 of the Hindu Marriage Act, 1955, seeking interim maintenance for herself and the minor son. The Trial Court, by order dated 14.01.2010, awarded interim maintenance of Rs. 8,000/- per month to the appellant-wife and Rs. 10,000/- towards litigation expenses. The appellant-wife then instituted Misc. Case No. 116 of 2010 under Section 125 of the Criminal Procedure Code, 1973. The Trial Court, *vide* order dated 28.03.2014, directed the respondent-husband to pay maintenance of Rs. 8,000/- per month to the appellant-wife and Rs. 6,000/- per month to the minor son,

along with Rs. 5,000/- towards litigation costs. The Trial Court, *vide* order dated 10.01.2016, dismissed the matrimonial suit, finding that the respondent-husband had failed to prove cruelty. Aggrieved, the respondent filed FAT No. 122 of 2015 before the High Court of Calcutta. During the pendency of the appeal, the appellant-wife filed CAN No. 4505 of 2025 seeking interim maintenance of Rs. 30,000/- for herself and Rs. 20,000/- for the son, along with Rs. 50,000/- towards litigation expenses. The High Court, by order dated 14.05.2015, directed the respondent-husband to pay interim maintenance of Rs. 15,000/- per month. Subsequently, by order dated 14.07.2016, the High Court noted that the respondent-husband was drawing a net monthly salary of Rs. 69,000/- and enhanced the interim maintenance to Rs. 20,000/- per month. Finally, the High Court, by the impugned order dated 25.06.2019, allowed the respondent's appeal, granted a decree of divorce on the ground of mental cruelty and irretrievable breakdown of marriage, and directed the respondent-husband to redeem the mortgage on the flat where the appellant-wife was residing and transfer the title deed to her name by 31.08.2019; allowed the appellant-wife and their son to continue residing in the said flat; and continue to pay permanent alimony of Rs. 20,000/- per month to the appellant-wife, subject to a 5% increase every three years. Additionally, the High Court directed payment of

educational expenses for the son's university education and Rs. 5,000/- per month for private tuition.

52. Aggrieved by the quantum of alimony awarded, the appellant-wife approached the Hon'ble Apex Court.

53. The Hon'ble Apex Court, by interim order dated 07.11.2023, noting the absence of representation on behalf of the respondent-husband despite proof of service, enhanced the monthly maintenance to Rs. 75,000/- with effect from 01.11.2023. The respondent-husband subsequently entered appearance and filed an application seeking vacation of the said interim order.

54. The appellant-wife contended that the amount of Rs.20,000/- per month, which the High Court made final, was originally awarded as interim maintenance. She submitted that the respondent-husband has a monthly income of approximately Rs. 4,00,000/- and the quantum of alimony awarded is not commensurate with the standard of living maintained by the parties during the marriage.

55. In response, the respondent-husband submitted that his current net monthly income is Rs. 1,64,039/-, earned from his employment at the Institute of Hotel Management, Taratala, Kolkata. He has placed on record salary slips, bank statements, and income tax returns for the year 2023-2024. It is further stated that he was earlier employed with the Taj

Hotel, drawing a gross annual salary of Rs. 21,92,525/-. He also submits that his monthly household expenses total Rs. 1,72,088/-, and that he has remarried, has a dependent family, and aged parents. The respondent-husband contends that their son, now 26 years of age, is no longer financially dependent.

56. The Hon'ble Apex Court taking note of the quantum of permanent alimony fixed by the High Court has come to the conclusion that it requires revision. The said revision is on the basis of the respondent-husband's income, financial disclosures, and past earnings which establish that he is in a position to pay a higher amount. The Hon'ble Apex Court has observed that the appellant-wife, who has remained unmarried and is living independently, is entitled to a level of maintenance that is reflective of the standard of living she enjoyed during the marriage and which reasonably secures her future. It has also been observed, the inflationary cost of living and her continued reliance on maintenance as the sole means of financial support necessitate a reassessment of the amount.

57. Therefore, Hon'ble Apex Court has held that, a sum of Rs. 50,000/- per month would be just, fair and reasonable to ensure financial stability for the appellant-wife. The said amount shall be subject to an enhancement of 5% every two

years. As regards the son, now aged 26, the Hon'ble Apex Court has expressed its view that the Court is not inclined to direct any further mandatory financial support. However, it is open to the respondent-husband to voluntarily assist him with educational or other reasonable expenses. It has been clarified that the son's right to inheritance remains unaffected, and any claim to ancestral or other property may be pursued in accordance with law.

58. Accordingly, the appeal was allowed and the order of the High Court was modified to the extent that the permanent alimony payable to the appellant-wife shall be Rs. 50,000/- per month, subject to a 5% increase every two years, for ready reference the relevant paragraph of the said order is being quoted as under:

“7. Having considered the submissions and materials on record, we are of the view that the quantum of permanent alimony fixed by the High Court requires revision. The respondent-husband's income, financial disclosures, and past earnings establish that he is in a position to pay a higher amount. The appellant-wife, who has remained unmarried and is living independently, is entitled to a level of maintenance that is reflective of the standard of living she enjoyed during the marriage and which reasonably secures her future. Furthermore, the inflationary cost of living and her continued reliance on maintenance as the sole means of financial support necessitate a reassessment of the amount.

8. In our considered opinion, a sum of Rs. 50,000/- per month would be just, fair and reasonable to ensure financial stability for the appellant-wife. This amount shall be subject to an enhancement of 5% every two years. As regards the

son, now aged 26, we are not inclined to direct any further mandatory financial support. However, it is open to the respondent-husband to voluntarily assist him with educational or other reasonable expenses. We clarify that the son's right to inheritance remains unaffected, and any claim to ancestral or other property may be pursued in accordance with law.

9. *In view of the above, the appeal is allowed. The impugned order of the High Court is modified to the extent that the permanent alimony payable to the appellant-wife shall be Rs. 50,000/- per month, subject to a 5% increase every two years, as noted above.”*

59. Further it needs to refer herein that in maintenance proceedings it is of primary importance that the income of the spouse is first assessed. Such assessment of income may be of two kinds. In cases where documentary evidence such as salary slips, bank statements, or income tax returns are available, the Court can take the actual income as discernible from the record. However, in many cases, husband either fail to disclose his true income, conceal relevant details, or claim to be unemployed despite indications to the contrary. In such circumstances, the Courts must make a reasonable and fair assessment of the husband’s income, taking into account his educational qualifications, professional background, past employment, lifestyle, bank transactions, and other material placed on record.

60. Once the income, whether actual or notional, is determined, the Court must then proceed to apportion the

same among the dependents, including the wife and any children, keeping in view their reasonable needs and standard of living. Therefore, assessing income is the first and most crucial step, as maintenance cannot be determined in vacuum. Only after establishing what the earning spouse actually earns, or can reasonably be expected to earn, can a just and proportionate amount be fixed towards the sustenance of those who are entitled to be maintained.

61. The grant of maintenance ensures that a woman is not forced to rely on her parents or relatives for basic needs, but can live with dignity and autonomy. Only when adequate maintenance is granted, she can hope to secure independent accommodation, meet her daily expenses and denying or reducing maintenance on the assumption that her parents can support her effectively undermines the very purpose of law of maintenance, which seeks to protect a deserted or destitute spouse from financial helplessness. The duty to maintain a wife rests primarily on the husband, in case she is not earning for herself, and cannot be diluted on the ground that she is presently living with her parents or that her parents have means to assist her.

62. In every proceeding of determination of alimony, there are two sides to a human story- that of the wife and that of the husband. Each brings forth a version shaped by their experiences, grievances, and perceptions. It is the duty of the

Court to assess these narratives not mechanically but pragmatically, and to arrive at a conclusion that is grounded in both evidence and social reality.

63. Thus, the principle governing grant of permanent alimony is that it must be fair, reasonable, and commensurate with the status of the parties, the income and capacity of the husband, and the needs of the wife. The Court cannot impose an amount which is beyond the paying capacity of the husband, nor can it leave the wife without adequate financial security.

64. In the backdrop of the aforesaid settled position of law this Court is now re-adverting to the factual aspects of the instant case.

65. It is admitted fact that the marriage between the petitioner and the respondent was solemnized on 28.12.2016 according to Sikh rites and ceremonies at Nehru Nagar Gurudwara, Bhilai, District Durg, Chattisgarh and the respondent-husband has filed the suit for divorce on 04.09.2024 i.e., after 08 years of marriage, on the ground of cruelty and desertion.

66. The suit filed for divorce by the respondent-husband has been allowed, against which the present appeal has been filed.

67. Before this Court, the learned counsel for the parties, on instruction, has submitted that there is no chance of re-

union since the respondent/husband is adamant not to live with the appellant-wife.

68. Learned counsel for the appellant-wife has submitted that since the respondent/husband is adamant not to live with the appellant-wife and did not want to live with her, as such the parties agreed for settlement by way of permanent alimony.

69. At this juncture, learned counsel appearing for the respondent-husband has canvassed that the issue of permanent alimony ought to be adjudicated by the learned Family Court, and hence the matter be relegated to the original forum for determination thereof.

70. In this context, it is apposite to advert to Section 25 of the Hindu Marriage Act, 1955, which expressly confers jurisdiction upon the Court to grant permanent alimony and maintenance at the time of passing a decree of dissolution of marriage.

71. It is indisputable that while adjudicating upon dissolution of marriage, evidence is adduced, and simultaneously the Family Court is vested with competence to determine the quantum of alimony necessary for the sustenance of the spouse who suffers separation consequent upon such decree.

72. Reference must be made to the authoritative pronouncement of the Hon'ble Supreme Court in **Rajnesh v.**

Neha (supra), wherein comprehensive guidelines and procedural parameters have been delineated for assessing the quantum of alimony. The said guidelines, already adverted to in the preceding paragraphs, constitute binding precedent and must govern the present adjudication.

73. Insofar as the submission advanced on behalf of the respondent-husband that the issue of alimony be remitted to the Family Court is concerned, we are unable to accede thereto. Once the Apex Court has prescribed the format of affidavit of disclosure of assets and liabilities for both parties, the determination of alimony must proceed on the basis of such affidavits, without relegating the matter afresh.

74. The legislative object underlying Section 25 is sustenance of the separated spouse. To remit the matter back, as prayed, would inflict further trauma upon the appellant-wife, who has already endured the rigours of litigation since 2019 culminating in dissolution of marriage.

75. Remand to the Family Court would not only be dilatory but also oppressive for the appellant-wife, prolonging her ordeal unnecessarily.

76. From the order dated 29 June 2026, it is manifest that learned counsel for the respondent had agreed to determination of alimony and even offered a sum of ₹25,00,000/-, which was duly recorded in the said order, though not accepted by learned counsel for the

appellant-wife, for ready reference, the order dated 29th June, 2026 is being referred herein :-

“10/Dated:29th June, 2026

Heard learned counsel for both the parties.

2. As a last resort, Mr. Indrajit Sinha, learned counsel appearing for the respondent has submitted that his client is ready for settlement at the amount of Rs.25,00,000/- (Rs.Twenty Five Lakhs) by way of lump sum amount which has not been agreed by Mr. Amit Kumar Das, learned senior counsel appearing for the appellant.

3. Learned counsel for the respondent-husband has sought for a week's time to interact with his client on the issue of enhancement of the said amount.

4. As prayed for by the learned counsel for the respondent, list this case on 07.07.2026.”

77. The pivotal question that arises is whether, once this Court has proceeded to determine the issue of alimony on the basis of the consent recorded from learned counsel for the respondent in the various orders referred hereinabove, it remains open to the respondent at this stage to seek relegation of the matter to the Family Court for adjudication of alimony. In our considered view, such a course is impermissible.

78. It is further pertinent to note that affidavits in terms of the directions of this Court have already been filed, and at that juncture no plea for remand was advanced. Indeed, from the order dated 29 June 2026, it is evident that learned counsel for the respondent-husband unequivocally submitted that the respondent was prepared to pay a sum of

₹25,00,000/- as one-time permanent alimony. In light of this recorded statement, the contention now urged—that the issue be remitted to the Family Court—cannot be countenanced and is liable to be rejected.

79. In order to adjudicate upon the quantum of permanent alimony, this Court has meticulously examined the affidavit filed by the respondent-husband. It is disclosed therein that the respondent is engaged in business as sole proprietor of *Indian Trading Company*, which undertakes supply of motor parts and allied equipment. The affidavit furnishes particulars of his movable assets and is accompanied by the Income Tax Return for the Assessment Year 2025-26, thereby evidencing his financial worth and capacity.

80. It has been stated in the affidavit that the respondent's monthly income is Rs.1,80,000/- which is supported by his Income Tax Return for the Assessment Year 2025-26.

81. The respondent has also annexed documents showing repayment of loan which he has obtained for his personal and official use. He has shown total loan of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs) approximately and the total EMI which he pays is Rs.2,80,000/- (Rupees Two Lakhs Eight Thousand) per month.

82. The affidavit filed by the Deputy Commissioner, Chaibasa contains a notarized affidavit given by the respondent-husband wherein he has stated that against a loan of Rs.11,57,998/- which has been taken for purchase of Hyundai Creta car an EMI of Rs.23,204/- is being paid but that amount is being paid by his brother-in-law since the said vehicle is being used by him.

83. Considering this statement of the respondent-husband to be true, then also the total loan against his name come to Rs.1,18,00,000/- approximately and the monthly repayment (EMI) comes to Rs.2,56,000/- approximately.

84. Now the question arises that when the respondent has stated that he has monthly income of Rs.1,80,000/- how can he deposit the monthly installment of Rs.2,56,000/- towards repayment of loan. From the documents annexed with the affidavit, it is also evident that the respondent has not defaulted in making repayment of loan.

85. From the documents available on record, it is also evident that 90% of the total loan has been procured after filing of the suit for dissolution of marriage.

86. In view of the aforesaid, this Court is of the view that the respondent-husband has not shown his actual income in the affidavit and his actual income is much more than what he has stated in his affidavit.

87. At this juncture it needs to refer herein the settled position of law that the impact of a loan taken by a husband for "future wealth construction" during the pendency of a matrimonial suit which consequently reduces his total income due to loan payments, on the amount of alimony payable to his wife is a matter that courts scrutinize carefully. Generally, such voluntary financial commitments are not permitted to diminish the husband's primary obligation to maintain his wife.

88. The husband's duty to maintain his wife is paramount. Any voluntary financial liability, such as a loan for "future wealth construction," should not be allowed to diminish this fundamental duty. The wife's right to maintenance is often considered paramount. The court will scrutinize the genuineness and purpose of the loan. If the loan is taken primarily to reduce disposable income and thereby evade maintenance obligations, or if the "future wealth construction" is speculative or solely for the husband's benefit without any direct or indirect benefit to the wife or children, the court may disregard the reduction in income caused by EMI payments.

89. Courts often consider not just the actual income but also the earning capacity of the husband. If the loan is perceived as a deliberate act to reduce visible income despite a healthy earning capacity, the court may fix maintenance

based on his potential earnings rather than his artificially reduced net income. Courts have consistently held that voluntary deductions or liabilities incurred by the husband, which are not necessary for his sustenance or statutory obligations, cannot be used to reduce maintenance payable to the wife. Repayments of loans, particularly those for asset creation, are considered voluntary capital investments rather than essential or unavoidable expenditures.

90. In the case of *Deepa Joshi v. Gaurav Joshi, (2026) INSC 370* the Hon'ble Apex Court has categorically observed that deductions arising from financial commitments such as loan repayments, particularly when they contribute towards the creation of assets, cannot be treated on the same footing as necessary expenditure to substantially reduce the husband's liability for maintenance. The Court emphasized that the liability to maintain a spouse is a primary obligation and cannot be subordinated to such financial arrangements. It clarified that repayments of loans, especially those resulting in the creation or acquisition of assets, partake in the character of capital investment and cannot be equated with essential or unavoidable expenditure. Such financial commitments, being voluntary in nature, cannot be given precedence over the statutory and legally enforceable obligation of maintenance. For ready reference the relevant

paragraphs of the aforesaid judgment are being quoted as under:

“13. However, deductions arising out of financial commitments such as loan repayments, particularly where they contribute towards creation of assets, cannot be placed on the same footing as necessary expenditure so as to substantially reduce the liability of maintenance. The liability to maintain a spouse is a primary obligation and cannot be subordinated to such financial arrangements.

14. It is also not in dispute that the appellant has no independent source of income and has been residing separately shortly after the marriage. The maintenance awarded must therefore enable her to sustain herself with a reasonable degree of dignity, consistent with the status of the parties. At the same time, it is necessary to ensure that the determination remains fair and reasonable and does not impose an excessive burden upon the respondent. The exercise is one of achieving a just balance between competing considerations.

*15. Insofar as the financial capacity of the respondent is concerned, it is borne out from the compliance affidavit filed pursuant to the order dated 06.02.2026 that the respondent is employed as a Manager with Canara Bank and is drawing a gross monthly income of ₹1,15,670/-. The Courts below have taken note of certain deductions from the said income, including repayments towards loans. **However, it is well settled that repayments of loans, particularly where such repayments result in creation or acquisition of assets, partake the character of capital investment and cannot be equated with essential or unavoidable expenditure. Such financial commitments, being voluntary in nature, cannot be accorded precedence over the statutory and legally enforceable obligation of maintenance.***

*16. **The obligation of the husband to maintain his spouse is a primary and continuing duty, which must be discharged in a manner that enables the wife to***

live with dignity and in a standard commensurate with that enjoyed during the subsistence of the marriage. Viewed thus, deductions on account of asset-generating repayments cannot be permitted to substantially dilute the respondent's real earning capacity for the purpose of determining maintenance.

91. Based on the consistent judicial pronouncements, particularly the Supreme Court's ruling in ***Deepa Joshi v. Gaurav Joshi*** (supra) a loan taken by the husband for "future wealth construction" during the pendency of a matrimonial suit, which reduces his income, will generally not affect the amount of alimony to the wife adversely. Courts view such loans as voluntary financial commitments or capital investments that cannot take precedence over the husband's primary and statutory obligation to maintain his wife. The court will assess the husband's actual earning capacity and ensure that the wife receives adequate maintenance commensurate with her needs and the marital standard of living.

92. This Court, taking into consideration the aforesaid, is of the view that the respondent-husband has constant source of income but the appellant-wife is to survive on the amount of interest to be received from the amount of permanent alimony and the future inflation etc. is also

required to be kept in mind before allowing the permanent alimony.

93. The appellant-wife, as per her affidavit, is only 36 years of age and taking into consideration the life expectancy of a female in India is 70 years approximately and, therefore, the permanent alimony is to be calculated for next 34 years.

94. The learned Family Court, in Original Maintenance Case No.9 of 2020 has awarded maintenance of Rs.10,000/- per month and if Rs.10,000/- per month is calculated for next 34 years, it would come to Rs.40,00,000/- approximately.

95. This Court, upon due consideration of the rival submissions and the law enunciated by the Hon'ble Apex Court as adverted to hereinabove, has once again scrutinized the affidavit filed by the respondent-husband. The respondent, being a businessman and sole proprietor of *Indian Trading Company*, has disclosed his financial particulars and produced acknowledgment of filing of Income Tax Return for the Assessment Year 2025-2026. From the said material, it emerges that the respondent's actual annual income is ₹21,68,774/- per year. Conversely, the appellant-wife is left to subsist solely upon the quantum of permanent alimony to be awarded, her livelihood being entirely dependent thereon.

96. This Court is conscious that the respondent-husband is also to survive and he has other liability and

responsibility but it is also his utmost duty to maintain the standard of life of the appellant-wife, she would have enjoyed during subsistence of the marriage as per income and status of her husband, the respondent herein.

97. It needs to refer herein that there is no rigid mathematical formula to determine maintenance. However, the Supreme Court in ***Kalyan Dey Chowdhury vs Rita Dey Chowdhury*** (Supra) observed that around 25 per cent of the husband's net salary may serve as a reasonable benchmark, though this is not a universal rule. Courts generally assess the paying spouse's "free income", allowing deductions only for statutory liabilities such as income tax or provident fund, while disregarding voluntary expenses like equated monthly instalments (EMIs) on loans or insurance premiums.

98. This Court, taking life expectancy of the wife and the status of the parties, their respective needs, the capacity of the husband to pay, having regard to reasonable expenses for his own maintenance and others whom he is obliged to maintain under the law and statute vis-à-vis the fact that the amount of maintenance fixed for the wife should be such as she can live in reasonable comfort considering her status and mode of life she was used to live when she lived with her husband, is of the view that a minimum amount of Rs. 30 lakhs would be just and proper for her sustenance.

99. In regard to the future welfare of the minor daughter, aged about eight years, particularly her education and health, it has been averred in the affidavit filed by the appellant-wife that the child is suffering from the ailment of *urticaria* occasioned by dust allergies. Having given anxious consideration to the matter, this Court is of the considered view that a sum of Rs. 30,00,000/- (Rupees Thirty Lakh only) shall be secured by the respondent in the form of a fixed deposit, to be created in the name of the said daughter, within a period of one year from the date of this order so as to safeguard her interests.

100. This amount balances the financial capacity of the husband with the legitimate entitlement of the wife to secure the future of the minor daughter and appellant-wife, who has no other source of income other than the amount of alimony so received from the respondent-husband for their livelihood and sustenance.

101. In view of the admitted position that, through the intervention of well-wishers, a settlement had earlier been arrived at between the parties, pursuant whereunto the respondent-husband paid a sum of ₹10,00,000/- by way of demand drafts/cheques, which the appellant-wife accepted and encashed, therefore, it is hereby directed that the respondent-husband shall pay a further sum of ₹20,00,000/-,

out of the total ₹30,00,000/- towards permanent alimony to the appellant-wife.

102. The aforesaid sum of ₹20,00,000/- shall be disbursed by the respondent-husband in four equal instalments within a period of twelve months from the date of this order. The first instalment shall be paid within two months from today, and the remaining instalments shall follow at equal intervals thereafter.

103. Further, the respondent shall also ensure that the instrument of fixed deposit amounting to Rs.30,00,000/- (Rupees Thirty Lakhs only), created in the name of the minor daughter pursuant to the directions of this Court, is duly handed over to the appellant within a period of one year.

104. This Court, upon consideration of the factual matrix of the case, and particularly bearing in mind that the financial constraints faced by the respondent-wife ought not to imperil the sustenance of either herself or the minor daughter, grants liberty to the respondent-wife that, in the event the aforesaid amount is not credited to her account or the fixed deposit is not duly created in the name of the daughter in terms of the directions herein, she shall be at liberty to seek appropriate relief before a court of competent jurisdiction, in accordance with law.

105. This Court, however, entertains the hope and trust that the respondent husband shall not occasion any default

or invite such situation and will scrupulously abide by the directions herein issued for payment of permanent alimony in favour of the appellant-wife.

106. Accordingly, the order dated 25th March 2025 and the decree drawn on 5th April 2025 by the learned Principal Judge, Family Court, West Singhbhum at Chaibasa in Original Suit No. 81 of 2024, stand modified to the extent indicated hereinabove, so as to incorporate the directions of this Court with respect to permanent alimony.

107. In light of the foregoing directions and observations recorded hereinabove, the instant appeal stands disposed of and decreed in the terms set forth, with the modification of the impugned judgment and decree to the extent indicated.

108. Pending Interlocutory Application, if any, stands disposed of.

I Agree

(Sujit Narayan Prasad, J.)

(Sanjay Prasad, J.)

(Sanjay Prasad, J.)

Dated: 06/08/2026

Birendra/**A.F.R.**

Uploaded on 07.08.2026