

IN THE HIGH COURT OF JHARKHAND AT RANCHI

First Appeal No. 156 of 2025

Sandhya Kumari, aged about 26 Years, W/o Mithilesh Kumar, D/o Mahesh Shah, Resident of village Musaharidih, P.O. & P.S. Musahari, District- Muzaffarpur Bihar.

... .. **Appellant**

Versus

Mithilesh Kumar, S/O Chandeshwar Prasad Shah, R/O Luby Circular Road, Hirapur, P.O. & P.S. & District- Dhanbad, Jharkhand, Present Address Dujra Pahalwan Ghat, P.O.-G.P.O., P.S.-Budha Colony, Dist.-Patna Bihar..

... .. **Respondent**

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

For the Appellant : Mr. Nikhil Ranjan, Advocate
: Mr. Ishan Ashish, Advocate
For the Respondent : Mr. Rajendra Krishna, Advocate
: Mr. Alok Kumar Verma, Advocate

C.A.V. on 28th April, 2026

Pronounced on 12/05/2026

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 04.01.2024 and decree signed on 12.01.2024 passed by the learned Principal Judge, Family Court, Dhanbad in Original Suit No. 837 of 2023, whereby and whereunder, the suit filed by the respondent-husband for dissolution of marriage by decree of divorce u/s 13(1)(i-a)(i-b) of Hindu Marriage Act, 1955 against the appellant-wife, has been allowed.

Factual Matrix

2. The respondent-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. 837 of 2023.

3. The case was admitted for hearing.

4. Upon notice, the appellant-wife did not appear in the suit proceeding and, therefore, the case proceeded *ex parte*.

5. The learned Family Judge has taken into consideration the pleading made by the respondent-husband in the plaint.

6. The learned Principal Judge, after hearing learned counsel for the respondent-husband and taking into consideration the material available on record, has framed only one issue for adjudication of the *lis*, which is being referred as under:-

“Whether the marriage solemnized between plaintiff and defendant/respondent is to be dissolved by a decree of dissolution of marriage on the ground of cruelty and desertion or not?”

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

8. Since it was an *ex parte* proceeding, there is neither any oral nor any documentary evidence on the record for rebutting and contradicting the claim as sought by the respondent-husband against the appellant-wife.

9. The learned Principal Judge, Family court, after appreciating the evidence adduced on behalf of respondent-husband, 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, the appellant herein, 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.

10. The respondent-husband has appeared and filed counter affidavit dated 15.01.2026 in this appeal wherein he has stated that he is ready to settle the present dispute with the appellant-wife and he is ready to pay Rs.8,00,000/- as settlement amount to the appellant-wife.

11. Thereafter, the matter was heard by the Coordinate Bench of this Court on 13.01.2026 and on that date learned counsel for the respondent-husband, on instruction, has submitted that the respondent-husband is ready to deposit Rs.10 lakhs in this Court within four weeks.

12. On the submission of the learned counsel for the respondent-husband, the Coordinate Bench has observed that this amount may not be in full and final settlement of the alimony claims of the appellant and that issue would be decided after hearing all the parties. The respondent-husband was directed to deposit this amount of Rs. 10 lakhs in this Court latest by 18th of February, 2026. The relevant paragraphs of the order dated 13.01.2026 is being quoted hereunder as :-

“6. Mr. Praveen Shankar Prasad, based on instruction from Mr. Mithilesh Kumar who is present in the Court, states that Mr. Mithilesh Kumar will, within four weeks from today, deposit Rs.10 lakhs in this Court.

7. We have informed Mr. Mithilesh Kumar and the advocate appearing on his behalf that this amount may not be in full and final settlement of the alimony claims of the appellant. However, that issue would be decided after hearing all the parties.

8. We accept Mr. Mithilesh Kumar’s statement as an undertaking to this Court and consistent with the same, Mr. Mithilesh Kumar is now directed to deposit this amount of Rs. 10 lakhs in this Court latest by 18th of February, 2026.”

13. The appellant-wife, thereafter, has filed supplementary affidavit dated 02.02.2026 stating *inter alia* therein that with a view to bring the present dispute to an amicable and final resolution, she is willing to settle her claim towards permanent alimony upon receipt of a consolidated sum of Rs. 10,00,000/-. It has further been averred that during the subsistence of the marriage, the appellant was

given certain gifts including a bed, almirah, sofa set, Center table and her wedding attire, which are presently in the possession of the Respondent and are liable to be returned to the Appellant and upon payment of the aforesaid amount and return of the said articles, the appellant is willing to settle the matter finally and bring all disputes between the parties to an end. For ready reference, paragraph-5 of the supplementary affidavit dated 02.02.2026 is being reproduced herein :-

“5. That it is most respectfully submitted that the Appellant, with a view to bring the present dispute to an amicable and final resolution, is willing to settle her claim towards permanent alimony upon receipt of a consolidated sum of Rs. 10,00,000/- (Rupees Ten Lakhs only). It is further respectfully submitted that, during the subsistence of the marriage, the Appellant was given certain gifts including a bed, almirah, sofa set, Center table and her wedding attire, which are presently in the possession of the Respondent(s) and are liable to be returned to the Appellant. Upon payment of the aforesaid amount and return of the said articles, the Appellant is willing to settle the matter finally and bring all disputes between the parties to an end.”

14. The matter was again taken up by this Court on 20.02.2026 and the parties were directed to appear before the Mediator, JHALSA for mediation.

15. Both the parties appeared before the JHALSA on 25.02.2026 and they agreed to settle the dispute once for all on the following terms and conditions, the same are being quoted hereunder as:-

“1. That the sum of Rs 10,00,000/-(Rupees Ten Lakhs Only) already deposited by the Respondent-Husband before the office of Registrar General, Jharkhand High Court and the return of certain gifts which includes bed, almirah, sofa set, center table and her wedding attire by the Respondent Husband shall be treated as full and final settlement of all claims between the parties arising out of their erstwhile matrimonial relationship, including but not limited to maintenance (past or present), permanent alimony, or any other claim.

2. That upon release/receipt of the said amount in accordance with the orders of the Hon'ble Court, neither party shall have any further monetary claim against the other.

3. That certain gifted articles/items presently lying in the possession of the Husband which include bed, almirah, sofa set, center table and her wedding attire shall be returned to the Wife as per the mutually agreed date, that is 8th March 2026. The return of the said articles shall take place from the residence of the Husband and the same shall be videographed at the time of handing over for the purpose of maintaining transparency and record, and the appellant wife/her representative shall hand over the receiving of the aforesaid articles/gifts to the concerned driver of the vehicle (delivery associates) at the time of receiving the same. The aforesaid articles shall be delivered at Ramdayalu, Near Bus Stand Chowk, Muzaffarpur, PIN-842002 as agreed by both the parties and the appellant wife shall received the same at the aforesaid address.

4. That both parties agree to withdraw, or cause to be withdrawn, all pending civil and criminal cases, complaints, applications, or proceedings filed against each other, if any, in accordance with law.

5. That both parties shall file appropriate applications for withdrawal/compromise before the concerned courts at the earliest opportunity and preferably on the same date, and in any event within one (1) month from the date of signing of this Settlement Agreement.

6. That both parties shall cooperate in quashing/compounding/disposing of any pending proceedings, if required, in accordance with law.

7. That the parties also undertake not to enter any legal dispute in future among each other or their family members and if at all such a situation arises the party shall try to settle their dispute by way of pre-litigation meditation.”

16. Again, the matter was listed before this Court on 13.03.2026. Learned counsel appearing for the appellant-wife has submitted that a sum of Rs.10 Lakhs has been agreed to be paid by the respondent-husband and in fact, the said amount has been deposited with the Registry of this Court.

17. This Court, taking into consideration the order dated 13.01.2026 passed by the Coordinate Bench, has observed that in addition of making payment of Rs.10 Lakhs, the full and final settlement is yet to be decided, as per paragraph-7 of the order dated 13.01.2026 and directed the parties to appear physically on the next date of hearing.

18. On 01.04.2026, both parties have appeared. The appellant-wife has stated before this Court that though, she is aged about 23 years but she is in agreement for settlement on making payment of amount to the tune of Rs.30,00,000/.

19. The respondent-husband has also filed supplementary counter affidavit

20. Thereafter, one interlocutory application being I.A. No.4337 of 2025 has been filed on behalf of the appellant/wife

stating therein that there is no chance of mediation/re-union, since, the respondent/husband has already solemnized second marriage as such, prayer has been made to heard the case on the issue of permanent alimony as one time settlement.

21. Although the respondent/husband has denied the fact of second marriage, however he has shown his willingness to settle the matter on the issue of permanent alimony and accordingly he has filed the affidavit regarding his source of income and existing property.

22. Accordingly, the matter proceeded and learned counsel for the respondent/husband was directed to file affidavit regarding the amount of alimony which is to be paid in favour of the appellant-wife.

23. The affidavit has been filed by the appellant 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.

Submission of the learned counsel for the appellant:

24. Learned counsel for the appellant has submitted that though the appellant intends to reside with the respondent but since the respondent/husband has now solemnized

second marriage and not ready to keep her, as such the only question remains for alimony.

25. 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.

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

Submission of the learned counsel for the respondent:

27. Learned counsel appearing for the respondent has submitted that he also does not want to go into the merit of issue and he has filed counter affidavit wherein it has been stated that the respondent/husband is ready to make payment of Rs.10,00,000/- in the form of permanent alimony.

Analysis:

28. This Court has heard the learned counsel for the parties and gone through the finding recorded by the learned Family Judge in the impugned judgment.

29. Being aggrieved with the impugned judgment passed by the learned family court, the appellant-wife has preferred the present appeal. However, after appearance of the respondent-husband, the parties have agreed for permanent alimony and accordingly submission has been made in support thereof.

30. During the pendency of the appeal, the appellant-wife has expressed her willingness to accept dissolution of marriage, provided she is paid a sum of ₹30,00,000 (Rupees Thirty Lakhs only) towards permanent alimony in full and final settlement of her claims. The respondent-husband, however, has stated that he is financially incapable of paying such an amount, and has offered to pay ₹10,00,000 (Rupees Ten Lakhs only). His salary has been disclosed as ₹57,634/- per month.

31. This Court has interacted with both parties. It is evident that while the appellant-wife is agreeable to the decree of divorce subject to receipt of permanent alimony, the respondent-husband has pleaded financial incapacity. No consensus has therefore been reached between the parties.

32. 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 on the basis of pleadings available on record?*”

33. 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].”

34. 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.

35. 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.

36. 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.

37. 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.”

38. 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.

39. 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.

40. 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.

41. 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. [ReemaSalkan 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.*

42. The Hon'ble Supreme Court in the case of **Rajnesh 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.**

43. 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."

44. 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."

45. 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.

46. 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.

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

48. 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.

49. 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.

50. In response, the respondent-husband submits 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.

51. 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.

52. 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.

53. 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.”*

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

55. It is admitted fact that the marriage of appellant-wife and respondent-husband was solemnized on 30.04.2021 at Muzaffarpur (Bihar) according to Hindu rites and customs prevailing in their society in presence of friends and relatives of both the sides and the respondent-husband has filed the suit for divorce 11.08.2023 i.e., after 02 years of marriage, on the ground of cruelty and desertion.

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

57. 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 has solemnized second marriage.

58. Learned counsel for the appellant-wife has submitted that since the respondent has solemnized second marriage and did not want to live with her, as such the parties agreed for settlement by way of permanent alimony. Accordingly, affidavit has been filed on behalf of appellant-husband showing his income etc.

59. We have perused the affidavit filed by the respondent-husband annexing therewith ITR of the respondent-husband for the last three years.

60. It has been stated in the affidavit at paragraph 11 that the respondent-husband is a civil court employee having salary of Rs.57634/- and after deduction of G.P.F. and professional tax he is getting salary in hand to the tune of Rs.54,454/-.

61. This Court, taking into consideration, the salary of the respondent-husband, 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.

62. Further it requires to refer herein that in maintenance proceedings it is of primary importance that the

income of the spouse is first assessed. The process of determining maintenance cannot begin or end with assumptions and it must rest on an assessment of the earning capacity of the person from whom maintenance is sought. If both spouses are earning, the income of each must be examined. However, where the wife is not employed or has no independent source of income, the focus naturally shifts to the income of the husband, which becomes the foundation for fixing the amount of maintenance payable.

63. 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.

64. Once the income, whether actual or notional, is determined, the Family 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.

65. The fact that the wife is earning some amount cannot, by itself, be a ground to deny her claim for maintenance. In the case of **Sunita Kachwaha & Ors. v. Anil Kachwaha: (2014) 16 SCC 715**, the Hon'ble Supreme Court has observed that even if the wife is employed and earning, that alone does not disentitle her to maintenance if her income is insufficient to enable her to maintain herself with the standard of living that she enjoyed in the matrimonial home. Maintenance, after all, is not a matter of charity but of right – a continuing obligation flowing from the marital relationship, which the husband cannot evade merely by pointing to the wife's limited earning capacity.

66. Further, in **Manish Jain v. Akanksha Jain (supra)**, which has also been referred to in **Rajnish v. Neha (supra)**, the Hon'ble Supreme Court categorically held that the financial position of the parents of the applicant-wife is immaterial while determining the quantum of maintenance. The responsibility to maintain a wife flows from the marital

relationship itself and cannot be shifted upon her parents, however well-off they may be.

67. The object of law of maintenance is precisely to prevent such dependence. 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.

68. 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.

69. 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.

70. The respondent has stated in his affidavit that he is ready to pay Rs.10,00,000/ as one time settlement but the appellant-wife, who is only 23 years of age, has submitted before this Court that she is ready for settlement on the amount of Rs.30,00,000/- and therefore, taking into consideration the life expectancy of a female in India which is 70 years approximately, the permanent alimony is to be calculated for next 47 years as the appellant-wife who is 23 years of age. Now, if only Rs.4500/- per month is calculated for 47 years, it would come to Rs.25,00,000/- approximately.

71. This Court, considering the submissions advanced on behalf of parties and law laid by Hon'ble Apex Court as referred hereinabove, has again perused the affidavit filed by the respondent-husband and found therefrom that the respondent's income for the last Assessment year is about Rs.5,75,740/-. Whereas on the other hand, the appellant-wife has to survive for his livelihood solely on the amount of permanent alimony so given by the respondent-husband.

72. 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. 25 lakhs would be just and proper.

73. 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.

74. 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.

75. Considering the monthly salary of the respondent-husband at Rs.57,634/-, his obligations, and the reasonable requirements of the appellant-wife, this Court is of the view that a lump sum of ₹25,00,000 (Rupees Twenty Five Lakhs only) would be just, fair, and reasonable as permanent alimony. This amount balances the financial capacity of the husband with the legitimate entitlement of the wife to secure the future of the appellant-wife, who has no other source of income other than the amount of alimony so received from the respondent-husband for her livelihood and sustenance.

76. The said amount shall be paid by the respondent-husband in four equal installments within a period of 12 months from the date of passing of the order and first installment shall be paid within a period of two months from today.

77. This Court, considering the factual aspect involved in the case and particularly the fact that due to financial crunch the survival of the respondent-wife may not get disturbed, grants liberty to the respondent wife that if the amount is not credited to her account, as per the direction passed by this Court, the respondent-wife will be at liberty to approach the court of law in accordance with law.

78. This Court, however, hope and trust that the respondent husband will not invite such situation and will

abide by the direction so passed by this Court for permanent alimony in favour of appellant-wife.

79. Accordingly, the order/judgment dated 04.01.2024 and decree signed on 12.01.2024 passed by the learned Principal Judge, Family Court, Dhanbad in Original Suit No.837 of 2023, is hereby affirmed and the marriage is dissolved, subject to the final payment of alimony to the tune of Rs.25,00,000/- [Rupees Twenty-Five Lakhs], as directed by this Court.

80. With the aforesaid the directions and observations, as made hereinabove, the instant appeal stands disposed and decreed in the above terms.

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

I Agree

(Sujit Narayan Prasad, J.)

(Sanjay Prasad, J.)

(Sanjay Prasad, J.)

Dated : 12/05/2026

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

Uploaded on 14.05.2026