



## IN THE VII ADDITIONAL PRINCIPAL FAMILY COURT AT CHENNAI

Thiru. G. Vijayakumar, B.Sc., L.L.M.,

VII Additional Principal Judge

VII Additional Family Court, Chennai

Friday, the 20<sup>th</sup> day of February 2026E.P.No.29/2025 in I.A.No.1/2019 in OP.No.1284/2019

Rosy Chakkramakkil Francis

... Decree Holder /Petitioner/Petitioner

-Vs-

Dr. Raji Varghese

... Judgment Debtor /Respondent/ Respondent

This petition came up on 06.02.2026 before me for final hearing, in the presence of the petitioner and the respondent and upon hearing both parties and on perusing the petition, counter and other connected material papers on record and this petition having stood over for consideration till this date, this court today delivered the following:

**ORDER**

1. This petition has been filed under Order 21 Rule 38 of CPC to direct the respondent to pay a sum of Rs. 98,05,000/- towards arrears of interim maintenance for the period from July 2019 to January 2025 as ordered by this court failing which to issue arrest warrant against the respondent.

2. The petitioner has submitted that the respondent herein has filed O.P 1284/2019 seeking dissolution of marriage and in which she has filed counter claim in O.P 596/2024 seeking dissolution of marriage on the ground of cruelty and desertion along with a claim for permanent alimony. In the O.P 1284/2019, the petitioner filed I.A 1/2019 for interim maintenance and the same was allowed on 14.06.2022 directing the respondent herein to pay a sum of Rs.1,75,000/- p.m from the date of filing the I.A 1/2019 (i.e) from 03.07.2019. The respondent herein had preferred

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539/2022 before the Hon'ble High Court, Madras against the order passed in 2019 and in which the Hon'ble High Court had set aside the order and directed the respondent to pay a sum of Rs.80,000/- p.m towards interim maintenance. Aggrieved by the said order, the petitioner had filed S.L.P 19922/2023 before the Hon'ble Supreme Court and the Hon'ble Supreme Court vide its order dated 19.11.2024 had allowed the S.L.P and upheld the order of this court and directed the respondent herein to pay Rs.1,75,000/- p.m towards interim maintenance. From July 2019 to January 2025, a sum of Rs.1,17,25,000/- is pending towards arrears of interim maintenance and the respondent has made a total payment of Rs.19,20,000/- so far and Rs. 98,05,000/- is due to be paid by the respondent and he has wilfully not paid the aforesaid maintenance amount. Hence, she filed the above E.P. for arrest.

3. The respondent filed counter objecting this petition and contended that the above E.P is not maintainable and so far he has paid Rs.22,50,000/- to the petitioner and he is ready to release his 50% of share in 2 immovable properties worth about Rs.75,00,000/- and he is ready to execute settlement agreement in favour of the petitioner. He has further submitted that he is a doctor and due to ill health, he is not practicing now and the non payment of the arrears amount is not wilfull and since he is paying the arrears amount in instalments, the default in payment cannot be termed as wilfull and therefore arrest cannot be ordered against him and this execution petition is not maintainable and the above petition is liable to be dismissed.

4. No oral or documentary evidence was let in by both parties.

**5. Point for consideration:-**

**Whether the petition is to be allowed?**

**6. Answer for the point :-**

The petitioner has filed this petition directing the respondent to pay a sum of Rs.98,05,000/- towards the arrears of interim maintenance for the period from

July 2019 to January 2025 and on his failure to order issuance of arrest warrant against the respondent.



7. The petitioner has filed I.A.No.01/2019 for interim maintenance and the same was allowed on 14.06.2022 and the respondent was ordered to pay a sum of Rs.1,75,000/- per month to the petitioner from the date filing of the petition. Since the respondent has paid only Rs.19,20,000 -, the petitioner has approached this court for the balance amount by way of filing this petition.

8. The respondent herein has filed the O.P 1284/2019 for divorce and the petitioner herein has filed counter claim in O.P 596/2024 seeking for divorce on the ground of cruelty and desertion and for permanent alimony. During the pendency of the O.P 1284/2019 the petitioner has filed I.A.No.1/2019 for interim maintenance and the same was ordered on 14.06.2022 by granting interim maintenance of Rs.1,75,000/- p.m to the petitioner. The respondent preferred CMA 1539/2022 in which the order of this court was set aside and the respondent was directed to pay Rs.80,000/- p.m. Against the said order, the petitioner herein filed Civil Appeal No.12547/24 before the Hon'ble Supreme court and restored the order passed by this court directing the respondent to pay Rs.1,75,000/- p.m to the petitioner. The petitioner has stated that the respondent has paid only Rs.19,20,000/- so far. The contention of the respondent is that he is regularly paying Rs.30,000/- p.m based on his current financial ability. The respondent has further stated that he has proposed his 50% of undivided share in the properties situated at Chenglepet and Padur worth about Rs.75,00,000/- and he is ready to pay the balance amount in reasonable installments. The petitioner has submitted that the above properties are not worth about Rs.75,00,000/- and hence she is not accepting the offer. When the petitioner is not willing to accept the proposal, she cannot be compelled to accept the same. Further, the contention of the respondent that the remedy of arrest cannot be ordered against him as the default is not willful is not acceptable, because, he owns several crores of properties which has been discussed in I.A.No.1/2019 itself.

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As far as the calculation is concerned, the petitioner has stated that she has claimed Rs.98,05,000/- since the respondent has already paid Rs.19,20,000/-. But, the respondent has stated that he has paid Rs.22,50,000/- so far. Though the respondent has stated that he has paid Rs.22,50,000/- to the petitioner, he has not filed any document to prove the same. Hence, the above contention of the respondent is not acceptable. Therefore, the respondent is liable to pay the balance arrears of maintenance of Rs.98,05,000/- to the petitioner. Accordingly this court decides that this petition is liable to be allowed and the respondent is directed to pay the balance of arrears of interim maintenance amount of Rs.98,05,000/- to the petitioner failing which warrant of arrest will be ordered as against the respondent and thus the point is answered accordingly.

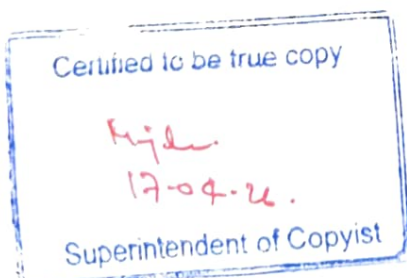
12. In the result, this petition is allowed and the respondent is directed to pay the arrears of interim maintenance amount of Rs.98,05,000/- to the petitioner on or before 23.03.2026 at 4.00 p.m failing which warrant of arrest will be ordered as against the respondent. Call on 23.03.2026

Dictated to the steno typist and directly typed by her in computer, corrected and pronounced by me in the open court on this the 20<sup>th</sup> day of February 2026.

  
20.2.26  
VII Additional Principal Judge

Both sides Witnesses and Exhibits: NIL

  
20.2.26  
VII Additional Principal Judge



  
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FAMILY COURT CHENNAI

C.A. No. 3984/26 20

O.P. No. 1284/19 20

Application made on 8/4/2026

Stamps called for on 10/4/2026

Stamp papers

deposited on 10/4/2026

Add. stamps

called for on - 20

Add. stamp papers

deposited on - 20

Copy made Ready on 17/4/2026

Copy Delivered on 02/06/20

  
Superintendent.