



2025:AHC:220176

HIGH COURT OF JUDICATURE AT ALLAHABAD

APPLICATION U/s 482 No. - 33209 of 2023

Gaurav Mehta

.....Applicant(s)

Versus

State of U.P. and another

.....Opposite Party(s)

Counsel for Applicant(s)	: Ishir Sripat, Saurabh Patel
Counsel for Opposite Party(s)	: G.A., In Person ,anamika Chopra.

AFR

Reserved on 16.9.2025
Delivered on 8.12.2025

Court No. - 76

HON'BLE VIKRAM D. CHAUHAN, J.

1. Heard Sri Ishir Sripat, learned counsel for Applicant, Ms. Anamika Chopra, Opposite party no. 2 appearing in person and Sri O.P. Dwivedi, learned A.G.A. for the State.

2. The present application under Section 482 of Code of Criminal Procedure, 1973, is preferred by Applicant challenging summoning order dated 17.10.2019 passed by learned Second Additional Chief Judicial Magistrate, Gautam Buddh Nagar as well as entire proceedings in pursuance to Criminal Case No. 5043 of 2019 (State Vs. Gaurav Mehta) under Section 466 of Indian Penal Code, Police Station-Surajpur, District-Gautambudh Nagar in the court of Second Additional Chief Judicial Magistrate, Gautam Buddh Nagar.

3. The brief facts arising out of present case are as under :-
- a) The Applicant and Opposite party no. 2, marriage was solemnized on 27.2.2004 at Noida.
 - b) Out of aforesaid wedlock, one son namely Abhimanyu Mehta (renamed to Aryaman Chopra) was born on 27.12.2004. The Applicant and Opposite party no. 2, resided as husband & wife till 16.8.2006 whereafter due to differences between the parties, they approached the court of District Judge, New Delhi and Divorce Decree under Section 13B of Hindu Marriage Act, 1955 was passed vide Judgement and Decree dated 20.8.2007.
 - c) The Applicant and Opposite party no. 2 thereafter resided separately and the abovementioned son of parties resided with Opposite party no. 2. Thereafter for maintenance of said son, Opposite party no. 2 instituted Case No. 374 of 2013 (earlier number being 50 of 2009) under Section 125 of Code of Criminal Procedure, 1973. In the aforesaid application maintenance to the tune of Rs.15,000/- per month was claimed in respect of above-mentioned child.
 - d) In the said application under Section 125 of Code of Criminal Procedure, 1973, an order was passed by court concerned on 26.2.2019 directing Applicant to submit last three years income tax return, bank account details, fixed deposit or bond and other movable assets and salary slip.
 - e) The Applicant in pursuance to aforementioned order dated 26.2.2019 filed his submissions before the court concerned (where proceeding under Section 125 Cr.P.C. was pending, hereinafter referred to as "Maintenance Court") wherein the statement of ICICI bank account for Year 2011-12, 2012-13 and 2013-14 was also submitted before the Maintenance Court. The Maintenance Court further by order dated 30.4.2019 directed Applicant to submit salary slip and details of immovable property.

- f) The Maintenance Court by order dated 21.11.2019 directed the Applicant to pay Rs. 15,000/- per month towards maintenance of the son till he attains majority.
- g) The Opposite party no 2 thereafter lodged a zero first information report in New Delhi, which was subsequently lodged on 22.7.2019 as Case Crime No. 0869 of 2019 at Police Station Surajpur, District-Gautam Buddh Nagar, under Sections 420, 468 and 471 of Indian Penal Code against Applicant. In the above-mentioned first information report, it is alleged that informant was engaged in child maintenance litigation with Applicant for almost 10 years and Applicant had refused to maintain his own son. By order dated 26.2.2019 passed by the A.S.J./F.T.C., Gautam Buddh Nagar, the court had ordered for production of documents in respect of Applicant being bank statements and details of immovable property, fixed deposits, shares, bonds and other related financial documents before the next date of hearing. In response to above-mentioned order dated 26.2.2019, Applicant filed bank statement of ICICI bank account for time period 2011-12, 2012-13, 2013-14 along with affidavit stating that Applicant owned no vehicle or any other immovable assets. The ICICI Bank statement filed by Applicant for above-mentioned financial years are forged and fabricated document submitted by Applicant in order to mislead the court into believing that his income is far less than the actual. The Applicant further concealed information of his financial relationship with ICICI bank besides the saving bank account. The informant inquired and came to know that bank statement filed by Applicant does not conform to format in which bank statement issued by ICICI bank. The statement submitted in the court does not have ICICI bank stamp and authorised signature, making it evident that the documents are fabricated. It is also alleged that complaint was made to the DCP, Parliament Street, New Delhi as the master data shows that the head office of bank is at Barakhamba Road, New Delhi. During the course of enquiry, the

police obtained bank statement of said account from ICICI Bank. On perusal of bank statement filed by Applicant before Maintenance Court and account statement obtained from ICICI Bank, it came to light that various entries were deleted from bank statement that was submitted in Maintenance Court in order to conceal his correct income and mislead the court and on account of aforesaid, the application of informant under Section 91 of Cr.P.C. was rejected by court concerned.

- h) The Investigating Officer thereafter has recorded the statement of the informant under Section 161 of Code of Criminal Procedure, 1973 on 22.7.2019 wherein the informant has supported the prosecution case.
- i) The Investigating Officer thereafter submitted the charge-sheet dated 23.9.2019 under Section 466 of Indian Penal Code against the Applicant and thereafter the court concerned by impugned order dated 17.10.2019, summoned the Applicant for offence under Section 466 of Indian Penal Code.

4. It is submitted by learned counsel for Applicant that Applicant is being proceeded and summoned under Section 466 I.P.C. by the impugned summoning order dated 17.10.2019. Learned counsel for Applicant further submits that Applicant and Opposite party no. 2 were husband & wife and divorce order was passed on 20.08.2007. Learned counsel for Applicant further submits that out of said wedlock, one son was born. An application was filed by Opposite party no. 2 on behalf of minor child for maintenance under Section 125 Cr.P.C. on 11.9.2009. In the aforesaid application an order was passed on 26.2.2019 directing the Applicant to produce statement of last three years i.e. from the date of order dated 26.2.2019. Learned counsel for Applicant further submits that in pursuance to the aforesaid order, statements were submitted which is annexed at page no. 164 of paper book wherein paragraph no. 7, the statement of account for the years 2011-12, 2012-13 and 2013-14 were submitted. Learned counsel for Applicant further submits that the

said document were only the excerpts of statement of account and actual statement of account are submitted before this Court. The documents including the statement of bank entries is from page no. 72 of the paper book. It is submitted that the aforesaid application under Section 125 Cr.P.C. was allowed by order dated 21.11.2019 granting maintenance of Rs. 15,000/- per month to the child. The claim in the application under Section 125 Cr.P.C. itself was in respect of Rs. 15,000/- per month which was allowed in toto.

5. Learned counsel for Applicant further submits that since last three years statement of account was not submitted and order was passed on 30.4.2019 directing Applicant to submit the salary slip which was submitted. Learned counsel for Applicant further submits that it is not in dispute that the alleged statement of account filed before the Magistrate concerned (Maintenance Court), which is at page no. 72 of paper book, was not the exact copy of statement of account received by the Investigating Officer from the ICICI Bank and there are some missing debit and credit entries. However, learned counsel for Applicant further submits that for the purpose of Section 466 of IPC read with Section 463 I.P.C., forgery would lie if there is any wrongful gain/wrongful loss or dishonest intention. Learned counsel for Applicant further submits that there was no wrongful gain or wrongful loss to any of the parties as Section 125 Cr.P.C. application was finalised in favour of the son of Applicant and as such the present proceedings are not maintainable. Learned counsel for Applicant has also relied upon the judgments of the Supreme Court in **Vimla Vs. Delhi Administration, AIR 1963 SC 1572, Commissioner of Customs (Preventive) Vs. Aafloat Textiles (I) Pvt. Ltd. and Ors., (2009) 11 SCC 18 and Vishnu Kumar Gupta and Ors. Vs. State of U.P. and Ors., 2020 (11) ADJ 615**. It is further submitted that in view of judgments of Supreme Court the present criminal proceedings would not be tenable unless the finding is recorded that there was any wrongful loss or wrongful gain to any of the parties. Learned counsel for Applicant further submits that perusal of summoning order would go to

show that same is on the printed proforma which is in teeth of the judgment of the Supreme Court in **Vishnu Kumar Gupta (supra)**.

6. The Opposite party no. 2 appearing in person submits that it is not in dispute between the parties that statement of account submitted by the Applicant before the Magistrate concerned under Section 125 Cr.P.C. were not the same statement of account as was recovered by the Investigating Officer during investigation. The Opposite party no. 2 further submits that debit and credit entries were missing and in the aforesaid entries some of entries pertain to transfer of amount to another bank account and by deleting the reference to the aforesaid entries in statement of account submitted before the Maintenance Court, the Applicant has tried to mislead and deceive in judicial proceedings.

7. The Opposite party no. 2 further submits that maintenance proceedings in respect of minor child travelled for ten years on account of all these activities by Applicant. The maintenance petition was finally decided after giving 177 dates and in the year 2019 only final documents were submitted which was also incorrect. It is also submitted by Opposite party no. 2 that the present application under Section 482 Cr.P.C. would not be maintainable in view of the law laid down by the Supreme Court in **State of Haryana Vs. Bhajan Lal, 1992 SCC (Cri) 426**, the present case does not fall in any of the parameters of **Bhajan Lal (supra)** case.

8. Learned A.G.A. has opposed the prayer made by learned counsel for Applicant and submits that there was difference in the statement of account recovered by the Investigating Officer and the statement of account which Applicant had submitted before the Maintenance Court and on the aforesaid basis charge sheet has been submitted under Section 466 I.P.C. and the court concerned has not erred in law in issuing the summoning order.

9. The present Applicant is summoned by order dated 17.10.2019 under Section 466 of Indian Penal Code. The first information report was

lodged by Opposite party no. 2 at Police Station-Surajpur, District-Gautam Budhnagar under Sections 420, 468, 471 of Indian Penal Code against the Applicant. In the above-mentioned first information report it is alleged that Informant-Opposite party no. 2 was engaged in child maintenance litigation with Applicant for almost ten years and the Applicant had refused to maintain his own son. By order dated 26.2.2019 passed by A.S.J./F.T.C., Gautam Budh Nagar, the court had ordered for production of documents in respect of Applicant's bank details/statements and details of immovable property, fixed deposits, shares, bonds and other related financial documents before the next date of hearing. In response to above-mentioned order dated 26.2.2019, Applicant filed bank statement from ICICI Bank account for time period 2011-12, 2012-13, 2013-14 along with affidavit stating that Applicant owned no vehicle or any other immovable assets. The ICICI Bank statement filed by Applicant for above-mentioned financial years is a forged and fabricated document and has been made by Applicant in order to mislead the court into believing that his income is far less than actual. The Applicant further concealed information of his financial relationship with ICICI Bank besides the saving bank account. The informant inquired and came to know that the bank statement filed by Applicant does not conform to format in which bank statement is issued by ICICI Bank. The statement submitted in the court does not have ICICI Bank stamp and authorised signature making evident that documents are fabricated. It is also alleged that the complaint was made to the DCP, Parliament Street, New Delhi as the Master data shows that the head office of the bank is at Barakhamba Road, New Delhi. During the course of enquiry, the police obtained bank statement of the said account from the ICICI Bank. On perusal of the bank statement filed by Applicant before Maintenance Court and the account statement obtained from ICICI Bank, it came to light that various entries were deleted from bank statement that was submitted in the Maintenance Court in order to conceal Applicant's correct income and mislead the court and on account

of aforesaid, the application of informant under section 91 of Cr.P.C. was rejected by Maintenance Court.

10. The Applicant and Opposite party No. 2 were married on 27.2.2004 at Noida. Out of the said wedlock a child was born on 27.12.2004. A Divorce Decree was passed by the court of District Judge, Delhi by Judgement and Decree dated 20.8.2007 passed in H.M.A. No 483 of 2007. Thereafter, the Applicant and Opposite party no. 2 are residing separately, however, the son is residing with Opposite party no. 2. The Opposite party no. 2 thereafter instituted Case No. 374 of 2013 (earlier number 50 of 2009) under Section 125 of the Code of Criminal Procedure for maintenance of the above-mentioned son.

11. In the above-mentioned case on 26.2.2019, the court concerned (before whom the maintenance proceedings were pending) directed the Applicant to file his last three years income tax returns, current bank account details along with details of other assets. The above-mentioned order dated 26.2.2019 passed by Maintenance Court is quoted hereinbelow:-

“याचिका संख्या 374/2013

आर्यमन बनाम गौरव

U/S-125 Cr.P.C.

26.02.2019

पत्रावली आज पेश हुई। 36 ग व 52 ग प्रार्थनापत्र पर उभयपक्ष के विद्वान अधिवक्ता को पूर्व में सुना जा चुका है व पत्रावली आदेश हेतु नियत है।

प्रार्थनापत्र 36 ग द्वारा वादी अन्तर्गत धारा-91 दं०प्र०सं० के तहत विपक्षी से प्रार्थनापत्र में वर्णित प्रपत्र को तलब करने हेतु प्रस्तुत किया गया है। विपक्षी द्वारा आपत्ति दाखिल की गयी है तथा प्रार्थनापत्र 52 ग द्वारा वादी माननीय उच्च न्यायालय के आदेश दिनांक 18.4.16 का अनुपालन कराने हेतु प्रस्तुत किया गया है। विपक्षी द्वारा आपत्ति दाखिल की गयी है।

सुना तथा प्रपत्रों का अवलोकन किया।

पत्रावली के अवलोकन से विदित होता है कि यह वाद वादिनी द्वारा अपने पुत्र के भरण-पोषण हेतु योजित किया गया है। धारा 125 दं०प्र०सं० के वाद में विपक्षी की

इनकम से संबंधित साक्ष्य पत्रावली पर आना आवश्यक है ताकि उचित आदेश पारित किया जा सके। अतः विपक्षी को आदेशित किया जाता है कि वह पिछले तीन वर्ष का इनकम टैक्स रिटर्न, बैंक खाते से सम्बन्धित विवरण, फिक्स एफडी, शेयर व बांड आदि प्रपत्रों को तथा अपनी अचल सम्पत्ति से संबंधित प्रपत्र व सैलरी स्लिप दाखिल करे तथा विपक्षी को यह भी आदेशित किया जाता है कि प्रा०प० 52 ग के परिप्रेक्ष्य में वह माननीय उच्च न्यायालय के आदेश दिनांक 18.4.16 का अनुपालन अक्षरतः करे तथा जो भी शेष धनराशि वादी की है उसे अन्दर एक माह अदा करना सुनिश्चित करे। चूंकि वाद काफी पुराना है। अतः पक्षकारों को आदेशित किया जाता है कि वे वाद के निस्तारण में विलम्ब नहीं करेंगे। पत्रावली वास्ते सुनवाई 7.3.19 को पेश हो।

अतिरिक्त प्रधान न्यायाधीश/परिवार न्यायालय

गौतमबुद्धनगर।”

12. In pursuance to the above-mentioned order dated 26.2.2019, the Applicant filed his submissions dated 4.4.2019 before the Maintenance Court annexing the documents. The submission along with the documents have been filed by Applicant before the court, which is annexed at page 64 of the paper book. The paragraph no. 7 of the above-mentioned submission (submitted by the Applicant before the Maintenance Court) is quoted hereinbelow :-

“7. That in Compliance of the order of this Hon’ble Court Bank account statement of ICICI bearing 025001517104 (Salary Savings account) 2011-12, 2012-13, 2013-14. Further respondent has no investment in shares and bonds, no vehicle in ownership, no title deed of any immovable asset in ownership.”

13. A perusal of above-mentioned paragraph no. 7 of submission (submitted by Applicant before the court where the maintenance proceedings were pending) would go to show that Applicant had submitted before Maintenance Court, the statement of ICICI Bank for the years 2011-12, 2012-12, 2013-14. The aforesaid statements are annexed along with the 482 application before this Court from page no. 72 of paper book. Although before this Court the Applicant in paragraph no. 10 of application under Section 482 Cr.P.C, 1973, has stated that he had filed before the court concerned along with the submissions excerpts of salary account for the above-mentioned years.

14. The statement of account submitted by Applicant before the Maintenance Court annexed at page no. 72 of paper book, which contains the logo of bank and starts with the heading “DETAILED STATEMENT”. The Applicant has filed along with paper book from page no. 209 of present application, the statement of account of ICICI Bank before this Court for the period 1.4.2011 to 1.7.2011, 1.7.2011 to 1.10.2011, 1.10.2011 to 31.12.2011, 1.1.2012 to 31.3.2012, 1.4.2012 to 1.7.2012, 1.7.2012 to 1.10.2012, 1.10.2012 to 31.12.2012, 1.1.2013 to 31.3.2013, 1.4.2013 to 1.7.2013, 1.4.2014 to 1.7.2014, 1.7.2014 to 1.10.2014, 1.10.2014 to 31.12.2014 and 1.1.2015 to 31.1.2015.

15. A comparison of statement of account of ICICI Bank submitted by Applicant before the Maintenance Court (which is at page no. 72 of the paper book) and statement of account of ICICI Bank submitted by Investigating Officer with charge sheet (which is annexed at page 209 of the paper book), the following differences are noted :-

(a) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement at page no. 72 of paper book discloses to be a “detailed statement” carrying the logo of ICICI Bank. The aforesaid statement of account although is for the period from 1.4.2011 to 31.3.2012, however, the actual entry is in the said statement of account starts from 27.4.2011. Although in the statement of account filed before this Court (at page no. 209 of the paper book) for the period from 1.4.2011 to 1.7.2011 reflects two withdrawals one of which is of 4.4.2011 of Rs. 18,000/- and the other entry of the same date of withdrawal in the favour of Applicant of Rs. 1,00,000/-. The aforesaid two entries of the date 4.4.2011 is not reflected in the statement of account submitted before the court concerned (in maintenance proceedings).

(b) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement (which is annexed

at page no. 72 of the paper book), discloses to be a “detailed statement” carrying the logo of the ICICI Bank. The statement of account of ICICI Bank filed by Applicant before this Court (which is annexed at page no. 209 of the paper book) shows an entry of withdrawal dated 4.5.2011 of Rs. 60,000/- in favour of Applicant, however, the aforesaid entry of Rs. 60,000/- does not find place in the statement of account filed before the Maintenance Court.

(c) The statement of account filed by Applicant before the Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement annexed at page no. 72 of paper book discloses to be a “detailed statement” carrying the logo of ICICI Bank. The statement of account of ICICI Bank filed before this Court, which is annexed at page no. 209 of paper book, shows an entry of withdrawal dated 4.5.2011 of Rs. 46,054/-, however, the aforesaid entry of Rs. 46,054/- does not find place in aforesaid statement of account which is annexed at page no. 72 of the paper book filed by Applicant before the Maintenance Court.

(d) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement (which is annexed at page no. 72 of the paper book) discloses to be a “detailed statement” carrying the logo of ICICI Bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 209 of paper book) shows an entry of withdrawal dated 4.5.2011 of Rs. 1,00,000/-, however, the aforesaid entry of Rs. 1,00,000/- does not find place in aforesaid statement of account, which is annexed at page no. 72 of the paper book filed by the Applicant before the Maintenance Court.

(e) The statement of account filed by Applicant before the Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement (which is annexed at page no. 72 of the paper book) discloses to be a “detailed statement” carrying the logo of ICICI Bank. The statement of

the account of ICICI Bank filed before this Court (which is annexed at page no. 209 of paper book) shows an entry of deposit dated 1.7.2011 of Rs. 3,63,353/-, however, the aforesaid entry of Rs. 3,63,353/- does not find place in the aforesaid statement of account (which is annexed at page no. 73 of the paper book), filed by Applicant before the court concerned (in maintenance proceedings).

(f) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement (which is annexed at page no. 72 of the paper book) discloses to be a “detailed statement” carrying the logo of ICICI Bank. The statement of account of ICICI Bank filed before this Court at page no. 209 of paper book shows an entry of withdrawal dated 1.7.2011 of Rs. 1,00,000/- (in favour of Applicant), however, the aforesaid entry of Rs. 1,00,000/- does not find place in the aforesaid statement of account which is annexed at page no. 73 of the paper book filed by Applicant before court concerned (in maintenance proceedings).

(g) The statement of account filed by Applicant before Maintenance Court (which is annexed at page 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement which is annexed at page no. 72 of the paper book discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book), shows an entry of withdrawal dated 4.7.2011 of Rs. 1,00,000/- (in favour of Applicant), however, the aforesaid entry of Rs. 1,00,000/- does not find place in aforesaid statement of account (which is annexed at page no. 73 of the paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(h) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of the paper book, discloses to be a “detailed statement”

carrying the logo of the bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of withdrawal dated 4.7.2011 of Rs. 1,00,000/- (in favour of Applicant), however, the aforesaid entry of Rs. 1,00,000/- does not find place in the aforesaid statement of account (which is annexed at page no. 73 of the paper book) filed by the Applicant before the court concerned (in maintenance proceedings).

(i) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement which is annexed at page no. 72 of paper book discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of withdrawal dated 4.7.2011 of Rs. 50,000/- (in favour of Applicant), however, the aforesaid entry of Rs 50,000/- does not find place in aforesaid statement of account, which is annexed at page no. 73 of the paper book, filed by the Applicant before the court concerned (in maintenance proceedings).

(j) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of withdrawal dated 8.8.2011 of Rs. 18,000/- , however, the aforesaid entry of Rs. 18,000/- does not find place in aforesaid statement of account (which is annexed at page no. 73 of the paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(k) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed

at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of the bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of withdrawal dated 24.8.2011 of Rs. 17,368/-, however, the aforesaid entry of Rs. 17,368/- does not find place in aforesaid statement of account (which is annexed at page no. 73 of the paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(l) The statement of account filed by the Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of withdrawal dated 1.9.2011 of Rs. 50,000/-, however, the aforesaid entry of Rs. 50,000/- does not find place in aforesaid statement of account (which is annexed at page no. 74 of the paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(m) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of the paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of deposit dated 1.9.2011 of Rs. 471/-, however, the aforesaid entry of Rs. 471/- does not find place in aforesaid statement of account (which is annexed at page no. 74 of the paper book) filed by the Applicant before the court concerned (in maintenance proceedings).

(n) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed

at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of withdrawal dated 12.9.2011 of Rs.46,000/- however, the aforesaid entry of Rs. 46,000/- does not find place in aforesaid statement of account (which is annexed at page no. 74 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(o) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 211 of paper book) shows an entry of deposit dated 29.9.2011 of Rs. 1,88,957/-, however, the aforesaid entry of Rs. 1,88,957/- does not find place in the aforesaid statement of account (which is annexed at page 74 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(p) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 213 of paper book) shows an entry of withdrawal dated 7.10.2011 of Rs. 2,00,000/-, however, aforesaid entry of Rs. 2,00,000/- does not find place in aforesaid statement of account (which is annexed at page no. 74 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(q) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed

at page 72 of the paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 213 of paper book) shows an entry of withdrawal dated 31.10.2011 of Rs. 75,000/-, however, aforesaid entry of Rs. 75,000/- does not find place in the aforesaid statement of account (which is annexed at page no. 74 of the paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(r) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of the paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court, which is annexed at page no. 213 of paper book, shows an entry of withdrawal dated 10.11.2011 of Rs. 37,000/-, however, the aforesaid entry of Rs. 37,000/- does not find place in aforesaid statement of account (which is annexed at page no. 74 of the paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(s) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI bank filed before this Court (which is annexed at page no. 213 of paper book) shows an entry of withdrawal dated 12.11.2011 of Rs. 50,000/-, however, aforesaid entry of Rs. 50,000/- does not find place in the aforesaid statement of account (which is annexed at page no. 74 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(t) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period

from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court, which is annexed at page no. 213 of paper book shows an entry of withdrawal dated 8.12.2011 of Rs. 18,000/-, however, aforesaid entry of Rs. 18,000/- does not find place in aforesaid statement of account (which is annexed at page no. 75 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(u) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 213 of paper book) shows an entry of withdrawal dated 8.12.2011 of Rs. 1,000/-, however, the aforesaid entry of Rs. 1,000/- does not find place in the aforesaid statement of account (which is annexed at page no. 75 of the paper book) filed by Applicant before court concerned (in maintenance proceedings).

(v) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 213 of paper book) shows an entry of withdrawal dated 13.12.2011 of Rs. 12,817/-, however, the aforesaid entry of Rs. 12,817/- does not find place in the aforesaid statement of account (which is annexed at page no. 75 of the paper book) filed by Applicant before court concerned (in maintenance proceedings).

(w) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed

at page no. 72 of the paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 214 of paper book) shows an entry of withdrawal dated 24.12.2011 of Rs. 50,000/-, however, the aforesaid entry of Rs. 50,000/- does not find place in aforesaid statement of account (which is annexed at page no. 75 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(x) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 215 of paper book) shows an entry of withdrawal dated 2.1.2012 of Rs. 19,357/-, however, aforesaid entry of Rs. 19,357/- does not find place in aforesaid statement of account (which is annexed at page no. 75 of the paper book) filed by Applicant before court concerned (in maintenance proceedings).

(y) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court, which is annexed at page no. 215 of paper book shows an entry of withdrawal dated 3.1.2012 of Rs. 90,000/-, however, the aforesaid entry of Rs.90,000/- does not find place in the aforesaid statement of account (which is annexed at page no. 75 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(z) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed

at page no. 72 of paper book, discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 215 of paper book) shows an entry of withdrawal dated 7.1.2012 of Rs. 8,435/-, however, aforesaid entry of Rs. 8,435/- does not find place in aforesaid statement of account (which is annexed at page no. 75 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(aa) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 215 of paper book) shows an entry of withdrawal dated 10.2.2012 of Rs. 1,00,000/- however, the aforesaid entry of Rs. 1,00,000/- does not find place in aforesaid statement of account (which is annexed at page no. 76 of the paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(bb) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for the period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court, which is annexed at page no. 215 of paper book shows an entry of deposit dated 1.3.2012 of Rs. 1,219/-, however, the aforesaid entry of Rs. 1,219/- does not find place in aforesaid statement of account (which is annexed at page no. 76 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(cc) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 72 of paper book) was for period from 1.4.2011 to 31.3.2012. The aforesaid statement, which is annexed at page no. 72 of paper book, discloses to be a “detailed statement”

carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 215 of paper book) shows an entry of withdrawal dated 1.3.2012 of Rs. 1,00,000/-, however, aforesaid entry of Rs.1,00,000/- does not find place in aforesaid statement of account (which is annexed at page no. 76 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(dd) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement, which is annexed at page no. 77 of paper book, discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court, which is annexed at page no. 217 of paper book, shows an entry of withdrawal dated 8.4.2012 of Rs. 90,000/-, however, aforesaid entry of Rs.90,000/- does not find place in the aforesaid statement of account (which is annexed at page no. 77 of the paper book) filed by Applicant before court concerned (in maintenance proceedings).

(ee) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement, which is annexed at page no. 77 of paper book, discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 217 of paper book) shows an entry of withdrawal dated 1.5.2012 of Rs. 1,00,000/-, however, aforesaid entry of Rs. 1,00,000/- does not find place in aforesaid statement of account (which is annexed at page no. 77 of the paper book) filed by Applicant before court concerned (in maintenance proceedings).

(ff) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement, which is annexed at page no. 77 of paper book, discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed

before this Court (which is annexed at page no. 219 of paper book) shows an entry of withdrawal dated 2.7.2012 of Rs. 1,00,000/-, however, aforesaid entry of Rs. 1,00,000/- does not find place in aforesaid statement of account (which is annexed at at page no. 79 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(gg) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 219 of paper book) shows an entry of deposit dated 2.8.2012 of Rs. 1,12,981/-, however, the aforesaid entry of Rs. 1,12,981/- does not find place in aforesaid statement of account (which is annexed at page no. 79 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(hh) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 219 of paper book) shows an entry of deposit dated 1.9.2012 of Rs. 396/-, however, the aforesaid entry of Rs. 396/- does not find place in aforesaid statement of account (which is annexed at page no. 80 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(ii) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 219 of paper book) shows an entry of withdrawal dated 14.9.2012 of Rs. 7,502/-, however, aforesaid entry

of Rs. 7,502/- does not find place in aforesaid statement of account (which is annexed at page no. 80 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(jj) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 220 of paper book) shows an entry of withdrawal dated 1.10.2012 of Rs. 1,00,000/-, however, the aforesaid entry of Rs. 1,00,000/- does not find place in aforesaid statement of account (which is annexed at page no. 81 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(kk) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 221 of paper book) shows an entry of withdrawal dated 1.10.2012 of Rs. 80,000/-, however, aforesaid entry of Rs. 80,000/- does not find place in aforesaid statement of account (which is annexed at page no. 81 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(ll) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 221 of paper book) shows an entry of deposit dated 31.10.2012 of Rs. 2,15,832/-, however, aforesaid entry of Rs. 2,15,832/- does not find place in aforesaid statement of account

(which is annexed at page no. 81 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(mm) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 221 of paper book) shows an entry of withdrawal dated 1.11.2012 of Rs. 1,60,000/-, however, aforesaid entry of Rs. 1,60,000/- does not find place in aforesaid statement of account (which is annexed at page no. 81 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(nn) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 221 of paper book) shows an entry of withdrawal dated 9.11.2012 of Rs. 22,500/-, however, aforesaid entry of Rs. 22,500/- does not find place in aforesaid statement of account (which is annexed at page no. 81 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(oo) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 222 of paper book) shows an entry of withdrawal dated 1.12.2012 of Rs. 10,655/-, however, aforesaid entry of Rs. 10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 81 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(pp) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of the paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 222 of paper book) shows an entry of withdrawal dated 4.12.2012 of Rs. 80,000/-, however, aforesaid entry of Rs. 80,000/- does not find place in aforesaid statement of account (which is annexed at page no. 81 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(qq) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of the paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 223 of paper book) shows an entry of withdrawal dated 1.1.2013 of Rs. 10,655/-, however, aforesaid entry of Rs. 10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 81 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(rr) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 223 of paper book) shows an entry of withdrawal dated 11.1.2013 of Rs. 90,000/-, however, aforesaid entry of Rs. 90,000/- does not find place in aforesaid statement of account (which is annexed at page no. 82 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(ss) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period

from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying the logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 223 of paper book) shows an entry of withdrawal dated 1.2.2013 of Rs. 10,655/-, however, aforesaid entry of Rs. 10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 82 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(tt) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 224 of paper book) shows an entry of deposit dated 1.3.2013 of Rs. 786/-, however, the aforesaid entry of Rs.786/- does not find place in aforesaid statement of account (which is annexed at page no. 83 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(uu) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 77 of paper book) was for period from 1.4.2012 to 31.3.2013. The aforesaid statement which is annexed at page no. 77 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 224 of paper book) shows an entry of withdrawal dated 1.3.2013 of Rs. 10,655/-, however, the aforesaid entry of Rs. 10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 83 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(vv) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for period from 1.4.2013 to 31.3.2014. The aforesaid statement which is annexed at page no. 84 of paper book discloses to be a “detailed statement” carrying

logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry of withdrawal dated 2.4.2013 of Rs. 10,655/-, however, the aforesaid entry of Rs. 10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 84 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(ww) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for period from 1.4.2013 to 31.3.2014. The aforesaid statement which is annexed at page no. 84 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry of withdrawal dated 9.4.2013 of Rs. 2,00,000/-, however, aforesaid entry of Rs.2,00,000/- does not find place in aforesaid statement of account (which is annexed at page no. 84 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(xx) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for period from 1.4.2013 to 31.3.2014. The aforesaid statement which is annexed at page no. 84 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry of withdrawal dated 2.5.2013 of Rs. 10,655/-, however, aforesaid entry of Rs.10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 84 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(yy) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for period from 1.4.2013 to 31.3.2014. The aforesaid statement which is annexed at page no. 84 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry

of withdrawal dated 9.5.2013 of Rs. 48,000/-, however, aforesaid entry of Rs. 48,000/- does not find place in aforesaid statement of account (which is annexed at page no. 84 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(zz) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for the period from 1.4.2013 to 31.3.2014. The aforesaid statement which is annexed at page no. 84 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry of withdrawal dated 21.5.2013 of Rs. 60,000/-, however, aforesaid entry of Rs. 60,000/- does not find place in aforesaid statement of account (which is annexed at page no. 84 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(aaa) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for the period from 1.4.2013 to 31.3.2014. The aforesaid statement which is annexed at page no. 84 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry of withdrawal dated 1.6.2013 of Rs. 10,655/-, however, aforesaid entry of Rs. 10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 84 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

(bbb) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for period from 1.4.2013 to 31.3.2014. The aforesaid statement which is annexed at page no. 84 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry of withdrawal dated 12.6.2013 of Rs. 1,24,143/-, however, aforesaid entry of Rs. 1,24,143/- does not find place in aforesaid statement of

account (which is annexed at page no. 84 of paper book) filed by Applicant before the court concerned (in maintenance proceedings).

(ccc) The statement of account filed by Applicant before Maintenance Court (which is annexed at page no. 84 of paper book) was for period from 1.4.2013 to 31.3.2014. The aforesaid statement at page no. 84 of paper book discloses to be a “detailed statement” carrying logo of bank. The statement of account of ICICI Bank filed before this Court (which is annexed at page no. 225 of paper book) shows an entry of withdrawal dated 1.7.2013 of Rs. 10,655/-, however, the aforesaid entry of Rs. 10,655/- does not find place in aforesaid statement of account (which is annexed at page no. 84-85 of paper book) filed by Applicant before court concerned (in maintenance proceedings).

16. In the present case, Applicant is being proceeded with under Section 466 of Indian Penal Code. The aforesaid section provides that whoever forges a document or an electronic record, purporting to be a record or proceeding of or in a Court of Justice, or a register of birth, baptism, marriage or burial, or a register kept by a public servant as such, or a certificate or document purporting to be made by a public servant in his official capacity, or an authority to institute or defend a suit, or to take any proceedings therein, or to confess judgment, or a power of attorney, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine.

17. The offence of forgery is defined under Section 463 of Indian Penal Code as whoever makes any false document or false electronic record or part of a document or electronic record, with intent to cause damage or injury, to the public or to any person, or to support any claim or title, or to cause any person to part with property, or to enter into any express or implied contract, or with intent to commit fraud or that fraud may be committed, commits forgery.

18. Section 464 of Indian Penal Code defines making of false document and the same is quoted hereunder :-

“464. Making a false document.—A person is said to make a false document or false electronic record—

First—Who dishonestly or fraudulently—

(a) makes, signs, seals or executes a document or part of a document; (b) makes or transmits any electronic record or part of any electronic record; (c) affixes any electronic signature on any electronic record;

(d) makes any mark denoting the execution of a document or the authenticity of the electronic signature,

with the intention of causing it to be believed that such document or part of document, electronic record or electronic signature was made, signed, sealed, executed, transmitted or affixed by or by the authority of a person by whom or by whose authority he knows that it was not made, signed, sealed, executed or affixed; or

Secondly—Who without lawful authority, dishonestly or fraudulently, by cancellation or otherwise, alters a document or an electronic record in any material part thereof, after it has been made, executed or affixed with electronic signature either by himself or by any other person, whether such person be living or dead at the time of such alteration; or

Thirdly—Who dishonestly or fraudulently causes any person to sign, seal, execute or alter a document or an electronic record or to affix his electronic signature on any electronic record knowing that such person by reason of unsoundness of mind or intoxication cannot, or that by reason of deception practised upon him, he does not know the contents of the document or electronic record or the nature of the alteration.”

19. In the present case, the allegations of informant - Opposite party no. 2 are to the effect that Applicant had filed before court concerned (where the maintenance proceedings were instituted by Opposite party no. 2), statement of account of ICICI Bank which did not reflect the true entries as per the original statement of account of bank. It is not in dispute between the parties that disputed statement of account was filed

by Applicant before the court concerned. It is also not denied by Applicant before this Court that disputed statement of account filed by Applicant before the Maintenance Court are at variance with the original statement of account of ICICI Bank of the same period. The background of present litigation arises out of a dispute between the Applicant (husband) and Opposite party no. 2 (wife) [although at the date of the filing of the maintenance proceedings a divorce was entered into between Applicant and the Opposite party no. 2]. The maintenance proceedings were preferred by Opposite party no. 2 claiming maintenance of minor son born out of abovementioned wedlock. In the aforesaid maintenance proceedings, the court concerned directed the Applicant to file statement of bank and in this background, the disputed document (being the statement of account of ICICI Bank) was preferred/ filed by Applicant before court concerned (the court where the maintenance proceedings were pending).

20. In a litigation before any court of law, it is imperative that the parties make fair disclosure before the court and same is based on principle of maintaining integrity of judicial process. The parties to litigation are expected to come with clean hands before the court of law. Filing a forged document is a direct assault on said principle. It is an attempt to pervert the course of justice by deceiving the court into accepting a false reality as truth. Filing of forged document before court of law gives an unfair advantage and disturbs the level playing field which the courts are bound to maintain. Any attempt to prefer forged document before any court, is to be construed as an insult to the majesty of law.

21. In the context of present case, the essential ingredient for an offence under Section 466 of the Indian Penal Code is as under :-

(a) the accused forged a document

(b) the document was a record of proceedings of or in the court of law.

22. It is not in dispute between the parties that statement of account of ICICI Bank (disputed document) was part of the record of court (in maintenance proceedings). Insofar as forging of disputed document by accused-applicant is concerned, the language of Section 463 of Indian Penal Code envisages that whoever makes any false document or part of document with intent to cause damage or injury to any person or to support any claim or title or to cause any person to part with the property or to enter into any express or implied contract or with intent to commit fraud or that the fraud may be committed. The essential ingredients under Section 463 of Indian Penal Code are as under :-

- (a) making of false document or part of document by the accused
- (b) with the intent :-
 - A. to cause damage or injury to any person or
 - B. to support any claim or title or,
 - C. to cause any person to part with property or
 - D. to enter into any express or implied contract or
 - E. to commit fraud or that fraud may be committed.

23. In respect of the first ingredient of Section 463 of Indian Penal Code the expression of making of false document or part of document is concerned, the same is expressed in Section 464 of Indian Penal Code. Section 464 of Indian Penal Code provides that a person is said to make a false document (in context of present controversy) who dishonestly or fraudulently makes a document or part of document with intention of causing it to be believed that such document or part of document was made by the authority of a person by whom or by whose authority such person knows that it was not made.

24. One of the important aspects of “making a false document” under Section 464 of Indian Penal Code is the expression “dishonestly” or “fraudulently”. In the aforesaid Section 464 of Indian Penal Code, the

expression “dishonestly” or “fraudulently” is used alternatively indicating that the one excludes the other. The implication of aforesaid would be that the making of false document would be either dishonestly or fraudulently. Section 24 of Indian Penal Code defines “dishonestly” as whoever does anything with the intention of causing wrongful gain to one person or wrongful loss to another person is said to do that thing dishonestly. The expression “fraudulently” is denoted under Section 25 of Indian Penal Code that person is said to do a thing fraudulently if he does that thing with intent to defraud but not otherwise.

25. The Supreme Court in **Vimla (supra)** while analysing the distinction between the expression “dishonestly” and “fraudulently” has observed in paragraph no. 10 as under :-

“10. The word "defraud" includes an element of deceit. Deceit is not an ingredient of the definition of the word "dishonestly" while it is an important ingredient of the definition of the words "fraudulently". The former involves a pecuniary or economic gain or loss while the latter by construction excludes that element. Further, the juxtaposition of the two expressions "dishonestly" and "fraudulently" used in the various sections of the Code indicates their close affinity and therefore the definition of one may give colour to the other. To illustrate, in the definition of "dishonestly", wrongful gain or wrongful loss is the necessary ingredient. Both need not exist, one would be enough. So too, if the expression "fraudulently" were to be held to involve the element of injury to the person or persons deceived it would be reasonable to assume that the injury should be something other than pecuniary or economic loss. Though almost always an advantage to one causes loss to another and vice versa, it need not necessarily be so. Should we hold that the concept of "fraud" should include not only deceit but also some injury to the person deceived, it would be appropriate to hold by analogy drawn from the definition of "dishonestly" that to satisfy the definition of "fraudulently" it would be enough if there was a non-economic advantage to the deceiver or a non-economic loss to the deceived. Both need not co-exist.”

26. In respect of the expression “dishonestly” the same involves a pecuniary or economic gain or loss. However, the expression “fraudulently” involves injury which should be something other than

pecuniary or economic loss. The expression “defraud” in the definition of Fraudulently would have two elements namely “deceit” and “injury”. The expression “injury” is defined under Section 44 of Indian Penal Code denotes any harm whatever illegally caused to any person, in body, mind, reputation or property. The question of defraud may therefore also arise where the injury occurs in the mind or body of the person deceived. The Supreme Court in **Vimla (supra)** in respect of expression “defraud” in paragraph no. 33 has observed as under :-

“33. To summarize: the expression "defraud" involves two elements, namely, deceit and injury to the person deceived. Injury is something other than economic loss that is, deprivation of property, whether movable or immovable, or of money, and it will include any harm whatever caused to any person in body, mind, reputation or such others. In short, it is a non-economic or non-pecuniary loss. A benefit or advantage to the deceiver will almost always cause loss or detriment to the deceived. Even in those rare cases where there is a benefit or advantage to the deceiver, but no corresponding loss to the deceived, the second condition is satisfied.”

27. Once any act is done fraudulently, the injury may also arise in the mind or reputation of an individual, therefore, the question of nature of injury is a matter of evidence or inference drawn from proved facts. The Supreme Court in **Indian Bank Vs. Satyam Fibres (India) Pvt. Ltd., (1996) 5 SCC 550** has observed as under: -

“29. Forgery under the Indian Penal Code is an offence which has been defined in Section 463, while Section 464, deals with the making of a false document. Section 465 prescribes punishment for forgery. “Forged document” is defined in Section 470 while Section 471 deals with the crime of using as genuine, the forged document.

30. Forgery and Fraud are essentially matters of evidence which could be proved as a fact by direct evidence or by inferences drawn from proved facts.

31. The Privy Council in Satish Chandra Chatterji v. Kumar Satish Kantha Roy and Ors. AIR (1923) PC 73 , laid down as under:

“Charges of fraud and collusion like those contained in the plaint in this case must, no doubt, be proved by those who

make them — proved by established facts or inferences legitimately drawn from those facts taken together as a whole. Suspicions and surmises and conjecture are not permissible substitutes for those facts or those inferences, but that by no means requires that every puzzling artifice or contrivance resorted to by one accused of fraud must necessarily be completely unravelled and cleared up and made plain before a verdict can be properly found against him. If this were not so, many a clever and dextrous knave would escape.”

28. In view of the above, the nature of injury caused to an individual is a question of evidence or inference drawn from proved facts. An individual in such transaction may suffer injury in the mind or reputation or other manner. Such an issue can only be ascertained when the evidence is led and the trial is undertaken. Even otherwise whether an individual has suffered any pecuniary loss is also to be examined and proved at the trial.

29. Insofar as the second essential ingredient is concerned, the stand taken by Applicant (in paragraph no. 10 of affidavit filed in support of present application) is to the effect that the excerpts of the salary account for relevant years were filed in compliance of order dated 26.2.2019 of Maintenance Court. The order dated 26.2.2019 of court concerned specifically directed for submission of detail of relevant bank account. The Applicant has submitted along with the submission, the detailed statement of ICICI Bank account of Applicant with specific statement in paragraph no. 7 of the submission (before Maintenance Court) that in compliance of order of Hon'ble Court, bank account statement of ICICI (salary saving account) 2011-12, 2012-13 and 2013- 14 and the detailed statement of ICICI Bank (disputed document) was submitted by Applicant along with the submission before Maintenance Court. Before this Court, the stand has been taken by Applicant that the excerpts of salary account were submitted through disputed document. Such a stand has not been shown to have been taken before Maintenance Court or in submission submitted before the court concerned (in maintenance

proceedings) by Applicant. The heading of disputed document (statement of account of ICICI Bank before Maintenance Court) states it to be a “DETAILED STATEMENT” along with logo of ICICI Bank. The aforesaid disputed document nowhere makes any endorsement that the aforesaid disputed document is an excerpt. The nature of entries that have been found missing in the disputed document (as mentioned hereinabove) would go to show that the same would have important bearing on the maintenance claim made by Opposite party no 2. The selective missing entries (as detailed hereinabove) in the statement of bank (disputed document) without any explanation offered by Applicant before this Court as to why the aforesaid entries were not shown in the disputed document, shows that the entries have not been disclosed before the court concerned.

30. The presentation of detailed statement of ICICI Bank in respect of the account of Applicant before Maintenance Court with missing entries (as detailed hereinabove) more specifically when the same was required by the court concerned by order dated 26.2.2019 is prima facie indicative that the potential use for hiding of entries in the bank statement from the court concerned was to support the claim/defence made by the Applicant before the court concerned or to cause damage to the claim for maintenance preferred by Opposite party no. 2. It is not in dispute between the parties that the disputed document was presented by Applicant before Maintenance Court and the stand of Applicant that the document disputed is excerpts of salary account which necessarily implies that document was made by Applicant. The disputed document did not reflect all the entries of statement of account of bank and some of entries were not placed before Maintenance Court, however, disputed document was presented as detailed statement of ICICI Bank and in the disputed document there was no narration to the effect that the disputed document contains excerpts of original statement of account of bank as such prima facie the document was a false document made by the Applicant. The fairness required that the Applicant ought to have declared before the court concerned that the disputed document represents some of the

entries of the original statement of account. The question of nature of disputed document and the manner in which the same was presented before the court concerned is a question of evidence which can be detailed at the stage of trial. At this stage, *prima facie* the disputed document is false in nature, as it does not reflect the true and complete entries of statement of account of bank.

31. At the stage of issuing process, the Magistrate is mainly concerned with the allegations made in the First Information Report or the material in support of the same. The court concerned is only to be *prima facie* satisfied whether there are sufficient grounds for proceeding against the accused. The expression "sufficient ground" provided in Sections 203, 204 and 209 of Criminal Procedure Code means the satisfaction that a *prima facie* case is made out against the person accused of committing an offence and not sufficient ground for the purpose of conviction. The Court is not expected to weigh the evidence meticulously or determine the likelihood of conviction at this stage.

32. The First Information report and the material in support of the allegations, do constitute a *prima facie* case against the Applicant for issuance of summons in view of the facts, circumstances and reasons stated herein above.

33. Insofar as the argument of learned counsel for Applicant that impugned summoning order has been issued without application of mind is concerned, as the learned counsel for Applicant has advanced argument on the merits of case and this Court hereinabove has found sufficient material so that the summoning order can be issued coupled with the fact that at the time of final hearing of the present application, learned counsel for Applicant pressed that the merits of the case may be gone into by this Court as such no useful purpose would be served if the matter is remanded to the court concerned for decision afresh (on the ground that the summoning order is issued without application of mind) in view of the findings recorded hereinabove.

34. In view of the facts, circumstances and reasons hereinabove mentioned, the present application under Section 482 of the Code of Criminal Procedure, 1973 lacks merits and is hereby **dismissed**.

(Vikram D. Chauhan,J.)

December 08, 2025
VMA