IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE C. JAYACHANDRAN

TUESDAY, THE 17TH DAY OF NOVEMBER 2026 / 26TH KARTHIKA, 1948

OP(CRL.) NO. 730 OF 2026

AGAINST THE ORDER DATED 01.08.2026 IN CRMP 1/2026 IN MC NO.148 OF 2025 OF FAMILY COURT, MALAPPURAM

PETITIONER/RESPONDENT:

BY ADVS.
SMT.MEERA R. MENON
SHRI.RESHVAN A.
SHRI.SAURAV SHAJI
SHRI.MUHAMMED BILAL.V.A
SHRI.SOORAJ M.S.

RESPONDENTS/PETITONERS:

1

OTHER PRESENT:

ADV.SRI.ADARSH V.MANOJ.(R1,R2)

THIS OP (CRIMINAL) HAVING COME UP FOR ADMISSION ON 17.11.2026, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

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JUDGMENT

The petitioner herein is the husband, who impugns Ext.P1 Order, which directed interim maintenance to be paid to the respondents at the rate of Rs.10,000/- to the 1st respondent/wife; and Rs.6,000/- to the 2nd respondent/ daughter. Learned Counsel would submit that the petitioner is getting a salary of SAR.1500.00, equivalent to Rs.37,800/-. He is employed as labourer in Saudi Arabia. Out of the said Rs.37,800/-, the petitioner has to pay a housing loan of Rs.22,000/- as could be seen from Ext.P5 and P5(a). In the circumstances, the interim maintenance granted vide Ext.P1 is exorbitant, is the submission made.

2. This was seriously opposed by the learned counsel for the respondents. It was pointed out that Ext.P4 salary certificate was not produced before the trial court. Learned Counsel also pointed out that the payment to the

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housing loan is in respect of a loan availed by the petitioner's mother, for which, the petitioner's father is the co-borrower.

3. Having heard the learned Counsel appearing for the respective parties, this Court finds no warrant to interfere with Ext.P1 Order, except to a limited extent. As rightly pointed out, the payment, if any, being made by the petitioner to the housing loan in respect of a loan availed by his mother, for which his father is a co-borrower, cannot be espoused as a reason for not paying maintenance, or for that matter reducing the maintenance. This Court is of the definite opinion that his duty to his wife and daughter is paramount, when compared to his duty to pay the housing loan availed by his mother. Similarly, documents vide Exts.P4 and P5 etc were not produced before the trial court and one cannot find fault with the course adopted in Ext.P1 by the trial court.

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4. At any rate, this Court intends to make a slight modification insofar as the interim maintenance payable to the 1st respondent/wife is concerned. Learned Counsel for the petitioner maintains that the 1st respondent/wife is profitably running a hotel, along with her mother. The same is a matter for evidence before the trial court.

5. Nevertheless, this Court directs the petitioner to pay interim maintenance to the 1st respondent at the rate of Rs.7,500/- per month and to the 2nd respondent at the rate of Rs.5,000/- per month. The interim maintenance directed to be paid as afore will continue until the petitioner seeks modification of Ext.P1 Order, after adducing necessary evidence. Alternatively, the petitioner can produce all the documents and the M.C itself can be disposed of. If both parties produce necessary documents within a period of one month from

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today, there will be a direction to the Family Court concerned to take up the M.C on a priority basis and to dispose of the same finally, after affording an opportunity of being heard to the parties and after referring to the documents produced therein.

This Original Petition(Crl) will stand disposed of, as above.

Sd/-

C. JAYACHANDRAN

JUDGE

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APPENDIX OF OP(CRL.) NO. 730 OF 2026

PETITIONER EXHIBITS

Exhibit P1	TRUE COPY OF THE ORDER IN CRL.M.P NO. 1/ 2026 IN M.C NO. 148/ 2025 DATED 01.08.2026 PASSED BY THE LEARNED FAMILY COURT, MALAPPURAM
Exhibit P2	TRUE COPY OF THE PETITION IN CRL.M.P 1/ 2026 IN M.C 148/ 2025 BEFORE THE LEARNED FAMILY COURT, MALAPPURAM PREFERRED BY THE 1ST RESPONDENT HEREIN
Exhibit P3	TRUE COPY OF THE COUNTER IN CRL.M.P 1/ 2026 IN M.C 148/ 2025 FILED BY THE PETITIONER HEREIN DATED 14.05.2026
Exhibit P4	TRUE COPY OF SALARY CERTIFICATE DATED 30.06.2026 ISSUED BY HATTAN FAHD AL-DHIKRALLAH CONTRACTING EST., SAUDI ARABIA
Exhibit P5	TRUE COPY OF THE LOAN SANCTION LETTER DATED 18.07.2024 TAKEN IN THE NAME OF PETITIONER'S MOTHER
Exhibit P5(a)	TRUE COPY OF THE BANK STATEMENT EVIDENCING THE DEBIT OF LOAN AMOUNT SINCE 2025
Exhibit P6	TRUE COPY OF THE PROOF OF PAYMENT TO RESPONDENTS SINCE 23.07.2024

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