

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FAMILY COURT APPEAL NO. 74 OF 2015

Nitin Tukaram Madhavi .. Appellant

v/s.

Mrs. Vaishali Nitin Madhavi ..Respondent

Mr. Ranvir Shekhawat a/w PB. Parse i/b Raj Legal for the
appellant

Mr. Ganesh Bhujbal for the respondent

**CORAM: RANJIT MORE &
SMT. ANUJA PRABHUDESSAI, JJ.**

DATED: 24th APRIL, 2015.

PC.

1. The parties to the appeal have settled their dispute amicably
and have filed consent terms, which read as follows :-

*“2. The Respondent has left matrimonial home on 11th
April, 2009 and since then both the parties are residing
separately. Thus, the marital bond between parties is
irretrievably broken and inspite of several efforts /
attempts by friends and relatives, there is no chance of
reconciliation. It is therefore, the parties have decided to*

dissolve their marriage mutually which was solemnized on 09th May, 2004;

3. Upon execution of the present Consent Terms, the Petitioner has agreed to pay a lump sum amount of Rs. 3,50,000/- (Rupees Three Lacks Fifty Thousand only) vide demand draft/Pay order dated 22.04.2015 drawn on Abhyudaya Co.-Op. Bank Ltd., Bhandup Branch to the Respondent, towards permanent alimony and one time settlement amount. It is hereby agreed that after receipt of this amount, the Respondent will not have any claim against the Petitioner of whatsoever nature;

4. Both Petitioner and Respondent hereby declare that, there remains no any exchange of belongings, stridhan, goods and/or articles between both of them and if there is any issue remaining, both the parties hereby waives their respective rights to claim the same herein future;

5. The custody of child – Ms Sanchali shall permanently remain with the Petitioner and the Respondent shall have no access of child on any occasion.

6. After passing of the Decree of Divorce, the Petitioner and Respondent will not interfere in each other's life in whatsoever manner and both parties are free to lead their lives as per their own wish;

7. That both the Parties hereto shall not file any complaint and/or proceedings against each other and the Respondent hereby undertakes to withdraw the allegations made in all her previous written and oral complaints including complaint bearing C. C. No. 142/N/2010 filed before Ld. Metropolitan Magistrate's 53rd Court, Mulund, Mumbai in lieu of the present settlement & will take all the measures to withdraw the allegations. The Petitioner and Respondent hereto have also hereby undertakes that, they will not make any complaint herein future against each other.

8. The Respondent agrees and undertakes to the Petitioner that after passing of the Decree of Divorce, she will not file any Complaint and/or any other proceedings with Police Authority, Forum or Court in respect of her claim of maintenance or regarding any share in the property of Petitioner.;

9. It is hereby declared by both the parties that the present Consent Terms are executed by their own free will and wish, thus there is no pressure upon any of the party for execution of present Consent Terms;

10. In view of the terms and conditions of the present Consent Terms the marriage between Appellant and

Respondent solemnized on 09th May, 2004 be dissolved by passing decree of divorce.”

2. The consent terms are singed by the appellant and respondent along with their respective counsel. Both the appellant and respondent are present in the Court. On specific query made by us, they confirmed the contents of the consent terms and have stated that they have no objection to dispose of the appeal in terms of the consent terms. The consent terms are taken on record and marked “X” for identification.

3. The Family Court Appeal is disposed of in terms of the Consent Terms. Decree be drawn accordingly.

(ANUJA PRABHUDESSAI, J.)

(RANJIT MORE, J.)