

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL No. 186 OF 2014

Dr. Sujata S. Wadikar. ..Appellant.

Versus

Dr. Surendra S. Wadikar. ..Respondent.

Mrs. Seema Sarnaik for the Appellant.

Mr. Dharemdnra Rohra for the Respondent.

Coram : RANJIT MORE &
SMT. ANUJA PRABHUDESSAI, JJ.

Date : April 17, 2015.

P. C. :

1. Parties settled their disputes before the Court appointed mediator and prepared consent terms, which are as follows :

“CONSENT TERMS

The parties hereto were referred for mediation by order dated 24.11.2014 passed by This Hon'ble High Court of Bombay in the above matter. Mr. N. V. Nhavkar – Registrar/ Central Project Coordinator, High Court, Bombay was appointed as Mediator. In pursuance of the deliberation by the Ld. Mediator the parties have decided to settle their disputes amicably on the following terms and conditions.

1. The parties mutually agree to dissolve their marriage by filing these Consent terms u/s 13-B of Hindu Marriage Act.

2. The parties agree that the judgment and order dated 30.06.2014 passed by the Ld. Judge, Family Court, Bandra in petition A-2311 of 2009 be set aside and the marriage solemnized on 10.07.2005 be dissolved by mutual consent u/s 13-B of the Hindu Marriage Act.

3. Both the parties mutually agree that the Respondent shall pay to the Appellant a total sum of Rs. 35,00,000/- (Rupees Thirty Five lakhs only) by way of one time full and final permanent alimony towards Appellant's maintenance (past, present and future), residence, etc. and as a lump sum amount towards the full and final settlement of their disputes.

4. The Appellant agrees and undertakes that she accepts to receive the sum of Rs. 35,00,000/- (Rupees Thirty five lakhs only), from the Respondent as permanent alimony towards her claim of maintenance, residence, etc.. The Appellant further declares and undertakes that in view of the above said settlement, she shall have no claim in respect of the past, present and future alimony/maintenance, etc. against the Respondent and she shall not claim any amount or any other entitlement of any nature whatsoever under any circumstances from the Respondent in future.

5. The Appellant agrees and undertakes that she shall not have any claim of any nature in respect of housing accommodation against the Respondent and/or his family members in future.

6. The Appellant agrees and undertakes that she shall not have any claim of any nature against the Respondent and/or any of his family members in future.

7. The Respondent agrees and undertakes that he shall not have any claim of any nature against the Appellant and/or any of her family members in future.

8. The Appellant at present is residing at B-502, Charkop Kartikey CHS Ltd., Plot No.16, RSC -25 Sector – 8, Charkop, Kandivli (West), Mumbai – 400067. The said flat premises belong to the Respondent. The parties mutually agree that the Appellant shall peacefully vacate the said flat premises within 15 (fifteen) days of Respondent handing over the above mentioned amount of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) to the Appellant. The Respondent agrees and undertakes that he shall make the said payment of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) by Demand draft/ Pay order and the Appellant agrees and undertakes to accept it.

9. The Appellant agrees and undertakes that only after receiving the above mentioned Demand draft/ Pay order of the amount of Rs. 35,00,000/-(Rupees Thirty Five Lakhs only) from the Respondent, she shall peacefully and permanently vacate the said premises and hand over the keys of the said flat to the Respondent. The Appellant shall remove all her articles and belongings lying in the said flat, the list of which is mentioned at Annexure "A" hereto. The Appellant further agrees and undertakes that she shall hand over a letter to the Respondent at the time of vacating the said flat stating that she has received the Demand draft/ Pay order of the amount of Rs. 35,00,000/-(Rupees Thirty Five Lakhs only) from the Respondent as per the consent terms and she is permanently vacating the said flat and handing over the keys of the said flat to the Respondent and that she has removed and collected all her belongings, articles from the said flat as mentioned in Annexure "A"

of the Consent terms. The Respondent further agrees and undertakes that he shall handover a letter to the Appellant stating that the Respondent has received the keys of his flat and the Appellant's wardrobe and all his belongings present in the matrimonial house is in place and in proper condition and the matrimonial house is also in proper condition and the Appellant vacated his house peacefully.

10. The Respondent agrees and undertakes that he shall withdraw all the allegations and complaints if any, filed by him against the Appellant and / or her family members within 7 days of passing of orders on these consent terms. The Respondent further undertakes that all the allegations if any, made against the Appellant and her family members shall stand withdrawn by these consent terms.

11. The Appellant agrees and undertakes that she shall withdraw all the allegations and complaints if any, filed by her against the Respondent and/or his family members within 7 days of the order being passed on these Consent Terms. The Appellant further undertakes that all the allegations if any, made against the Respondent and his family members shall stand withdrawn by these Consent terms.

12. The Appellant declares that she has received all her articles and belongings including all her jewelry from the Respondent and the Respondent also declares that he has received all his articles and belongings including all his jewelry from the Appellant.

13. The Respondent agrees and undertakes that he shall within 7 working days of signing these Consent terms apply to the concerned authority of the Rationing Office to delete the name of the Appellant from the Ration Card and shall give the cancellation Certificate/slip or concerned document of cancelling the name of the Appellant from the Ration Card.

14. The parties agree and undertake that both of them shall not have any claim of any nature against any of the properties (immovable & moveable) of each other in future.

15. The parties agree and undertake that neither of them shall make any allegations nor file any complaints or cases against each other in future. They further undertake that they shall not cause any obstruction in each other's personal and professional life.

16. The parties agree and undertake that neither of them shall disturb the peace and tranquility of each other's life and shall not interfere with each other's life in future.

17. The Respondent agrees and undertakes that he shall

pay the above said amount of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) within 45 days of signing of these Consent terms and the decree of divorce u/s 13-B shall become operative only after the Demand draft/ Pay order of the said amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) is received by the Appellant.

18. The Respondent agrees and undertakes to send all the correspondences addressed to the Appellant received at the address mentioned above in clause no. 8, where the Appellant is presently residing, to the address of the Appellant's mother i.e. Building No. 4A, Room No. 69, S.S. Wagh Marg, Naigaum, Dadar East, Mumbai 400014 by speed post, if any. As in the past, the Appellant has given the Respondent's residential address for correspondence.

19. Both the parties declare that they have arrived at and agreed to these consent terms without any force, without any pressure, without any threat, without any coercion, without any undue influence of whatsoever nature on either side and further declare that the same have been arrived at and agreed to voluntarily with their own free will and in their full senses. Both the Appellant as well as the Respondent declare that they have read each and every character, word, sentence, paragraph, page of these consent terms and have understood the meaning thereof completely. Both the parties voluntarily agree to sign these consent terms of their own free will and both of them voluntarily undertake to abide by all the terms and conditions of these Consent Terms at all times.

20. This consent terms shall be effective only upon signing by both parties."

2. The consent terms are signed by the Appellant and the Respondent as well as by their respective advocates. The Applicant as well as the Respondent are personally present before the Court. On specific query, they state that they have gone through the consent terms and the same are as per their instructions. Hence, consent terms are taken on record and marked "X" for identification. Statements and undertakings given by the parties in the consent terms are accepted.

Parties submitted that appeal be disposed of in terms of the consent terms.

3. The Respondent, as agreed under the consent terms, gave demand draft of Rs.35 lacs to the Appellant. The Appellant acknowledged the receipt of the demand draft under a separate receipt. The original receipt given by the Appellant and the photocopy of the demand draft shall form part of the consent terms.

4. In the light of above, appeal is disposed of in terms of the consent terms. Consequently, the judgment and decree impugned in this appeal is quashed and disposed of. The observations made therein against the respective parties stand expunged. Marriage between the parties stands dissolved under the provisions of section 13-B of the Hindu Marriage Act, 1955. Decree be drawn up as per the consent terms.

5. In view of the disposal of appeal, application, if any, taken out in this appeal, does not survive and same is accordingly disposed of.

6. Interim order passed on 5th August 2014 stands vacated.

[SMT. ANUJA PRABHUDESSAI, J.]

[RANJIT MORE, J.]