

FARAD CONTINUATION SHEET No.
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

FAMILY COURT APPEAL NO. 284/2014

(SANDEEP SANTOSH ANJANKAR **VERSUS** VAISHALI @ SUKHADA SANDEEP ANJANKAR)
 WITH

FAMILY COURT APPEAL NO. 285/2014

(SANDEEP SANTOSH ANJANKAR **VERSUS** VAISHALI @ SUKHADA SANDEEP ANJANKAR)

 Office Notes, Office Memoranda of Coram,
 appearances, Court's orders of directions
 and Registrar's orders

Court's or Judge's orders

 Shri A.S. Jaiswal, Senior Counsel with Shri U.A. Gosavi, counsel for the
 appellant.

Shri A.V. Bhide, counsel for the respondent.

CORAM : B.R. GAVAI AND
MRS. MRIDULA BHATKAR, JJ.

DATE : JANUARY 7, 2015.

Both these appeals are disposed of by this common
 order.

2. The husband had initiated the proceedings before the
 learned Family Court for divorce, whereas the respondent-wife had
 initiated the proceedings for restitution of conjugal rights.

3. The learned Judge, Family Court, by the impugned
 order, dismissed the petition for divorce filed by the husband,
 however, allowed the petitioner for restitution of conjugal rights,
 filed by the wife. Being aggrieved thereby, both these appeals are
 filed by the husband.

4. During the pendency of the appeal, the matter has
 been amicably settled between the parties.

5. C.A.O. No.25 of 2015 is filed in Family Court Appeal
 No.284 of 2014, whereas C.A.O. no.26 of 2015 is filed in Family
 Court Appeal No.285 of 2014 for recording the terms of
 compromise and passing a compromise decree.

I) It has been agreed between the parties that the appellant-Husband shall pay an amount of Rs.30,00,000/- (Rupees Thirty Lacs only) to the respondent and their son Satvik towards full and final settlement of past, present and future alimony, maintenance of respondent-wife and towards all the educational and other expenses of son Satvik.

II) It has also been further agreed between the parties that the appellant shall execute a relinquishment-deed as desired by the respondent for relinquishing his share, right, title and interest with respect to Flat bearing No.201, situated at Gokul Apartment, Gayatri Nagar, Nagpur, in favour of the respondent.

III) It has also been further agreed between the parties that the respondent-Wife, who is presently in possession of Flat bearing No.201, situated at Gokul Apartment, Gayatri Nagar, Nagpur, shall continue to hold the same as owner thereof.

IV) It has also been further agreed between the parties that if any stamp duty is required to be paid on the relinquishment-deed as aforesaid, the same shall be paid by the respondent and the appellant in equal share along with necessary registration charges.

V) It has also been further agreed between the parties that the appellant shall not claim any right, title or interest in plots bearing nos.2 and 3 situated at Khasra No.113/2, P.H. No.42, Gram Panchayat Vela, Tahsil Nagpur, District Nagpur in the layout of Satyam Gruh-Nirman Builders and Developers, which was purchased in the name of the respondent. It has also been agreed between the parties that the appellant shall handover the original title deeds and tax receipts of the said plots to the respondent.

VI) It has also been agreed between the parties that the appellant shall pay the balance outstanding loan installment as on date of the loan account No.47900665000054 in respect of Flat bearing No.201, situated at Gokul Apartment, Gayatri Nagar, Nagpur with the Union Bank of India and shall execute a registered

relinquishment-deed in favour of the respondent immediately after the payment of final installment of loan to the Union Bank of India and shall handover the original sale-deed of the said flat to the respondent.

VII) It has also been agreed between the parties that the custody of son Satvik shall remain with the respondent-Wife.

VIII) It has also been agreed between the parties that the appellant would handover the caste certificate issued to him on 04.07.1991 by the Executive Magistrate, Nagpur to the respondent and shall sign the form of son Satvik in the event if it is required for the educational and other purposes of son Satvik.

IX) It has also been agreed between the parties to dissolve their marriage on the aforesaid terms and conditions.

6. The appellant-Husband so also the respondent-Wife are personally present in the Court, today. The Demand Draft in the sum of Rs.30,00,000/- (Rupees Thirty Lacs only) has been handed over by the learned Senior Counsel for the appellant-Husband to the learned counsel for the respondent-Wife.

7. In that view of the matter, we record the compromise as recorded in the aforesaid civil applications and dispose of both the appeals in above terms. By consent, the impugned judgment and orders passed by the learned Family Court No.3, Nagpur are quashed and set aside. The marriage between the appellant-Husband and the respondent-Wife solemnized on 09.07.2001 stands dissolved on the terms and conditions mutually agreed between the parties, as aforesaid.

8. In the facts of the case, there would be no order as to costs.

JUDGE

JUDGE