

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

WRIT PETITION NO. 3256 OF 2016

Vidyadhar Shankar Haram & Anr.

..Petitioners

v/s.

Laxmi Shankar Haram & Anr.

..Respondents

Mr. Abhilash Panicker i/b. Entrust Legal Services LLP for the Petitioner.

Mr. Ravindra Sharma for the Respondent No.1

Mr.P.H.Gaikwad APP for the Respondent-State.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.  
DATED : DECEMBER 05, 2017.**

**P.C.**

1. The petitioners, being the son and daughter-in-law of the respondent no.1 have challenged the judgment dated 2<sup>nd</sup> September, 2015, passed by the learned Metropolitan Magistrate, 25<sup>th</sup> Court, Mazgaon, Mumbai, in proceeding under Section 12 of the Protection of Women from Domestic Violence Act, 2005.

2. By the impugned judgment the petitioners were prohibited from committing any act of Domestic violence , and aiding or abetting in commission of such acts. The petitioners were further prohibited from alienating the house being Room No.67/255 in Velji Lakhamji Chawl, H.D.B. Koyande Marg, Mazgaon, Mumbai which

was held by them jointly with the respondent no.1 without the leave of the Court. The petitioner no.1 being son of the respondent no.1 was also directed to pay monthly maintenance of Rs.3000/- to the respondent no.1 from the date of the application.

3. Considering the relationship between the petitioners and the respondent no.1, and also considering the age of the respondent no.1, the parties were called upon to make attempts to settle the matter amicably. The learned Counsel for the petitioner and the respondent no.1 have stated that the parties have now settled their dispute amicably. They have placed on record the consent terms which read as under:

“...

**Consent conditions extended by the petitioners.**

2. The petitioner no.1 shall continue to pay Rs.3000/- per month as they have been doing every month as financial subsistence to their mother during her old age.

3. The petitioner no.1 shall pay an additional Rs.2000/- per month beginning 01-01-2018 to cover the arrears since the order of the Ld. Metropolitan Magistrate dated 2.9.2016 till the period they started paying maintenance i.e. January 2018 to November 2019.

4. The petitioners shall, in addition, to the monthly payouts described above also look after the respondent no.1 and take good care of her like a son ought to take

care of his mother, including providing any immediate medical attention.

5. The above consent terms are binding only between the parties herein viz. The petitioners viz. Shri Vidyadhar Haram and Smt. Shubhangi Haram) & the respondents viz. Smt. Laxmi Shankar Haram and no one else including any legal heirs claiming through the parties.

6. The petitioners shall pay the common utilities like electricity, gas and water including his working sister Manisha Haram for regular consumption.

7. The petitioners shall pay the monthly rent for the ancestral shared household by cheque to the landlord.

**Consent conditions extended by Respondent no.1.**

8. The respondent no.1 takes back all allegations against the petitioners made before the Ld. Metropolitan Magistrate, Sewri and agrees that complaint C.C.15/DV/2015 be quashed.

9. The respondent no.1 shall not use or allow the electricity, gas and water supply on daily or regular basis for her married daughters family whose husbands are working and earning to support their respective families.

**Reciprocal conditions extended by both parties.**

10. The petitioners and the respondent no.1 shall not alternate the ancestral property of the petitioners and respondent no.1 without duly registered written consent/agreement.

11. The parties to the petition shall not restrict access

each other to any part of the common shared house-hold and shall not allow anybody else on behalf of them to restrict access.

12. The parties to the petition shall not misuse the common utilities like electricity, gas and water for any other purpose than is required for peaceful residential living.

13. The parties to the petition shall strictly not use/misuse the common utilities for commercial use.”

4. The consent terms are duly signed by both the petitioners and it bears the thumb impression of the respondent no.1. The learned Counsel for the respective parties have identified the petitioners as well as the respondent no.1 who are present before the Court. The contents of the consent terms were explained to the respondent no.1 as well as to the petitioners. They have stated that the said terms are agreeable to them. The consent terms are taken on record and marked “X” for identification. The statement as well as the undertaking given by the respective parties are accepted.

5. The petition as well as CC.No. 15/DV/2015 on the file of the Metropolitan Magistrate, 25<sup>th</sup> Court, Mazgaon, Mumbai is disposed of in view of the consent terms filed by the parties.

**(ANUJA PRABHUDESSAI, J.)**