

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTIONMISCELLANEOUS CIVIL APPLICATION NO. 2 OF 2017

Vipul Shridhar Jadhav

...Applicant

vs.

Mrs. Priyanka Vipul Jadhav

...Respondent

*Mr. Sanket Mungale, along with Ms. Indira Jalgaonkar, for the Applicant.**Mr. Himanshu Kode along with Ms. Saloni Ghule for the Respondent.**Both the Applicant and the Respondent are present.*

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CORAM: S.J. KATHAWALLA, J.**DATE: 19th August, 2017**
(in Chambers)**P.C.**

Since the parties and their Advocates requested the Court to intervene and help the parties in arriving at an amicable settlement, the matter was fixed today in Chambers. I have heard the parties, their minor children as well as their respective Advocates and after several rounds of talks/discussions between 10.30 a.m. and 4.30 p.m., the following order is passed by consent:

- (i) Parties undertake that the divorce petition filed by the Applicant-husband before the Family Court, Pune being Divorce Petition No. 616 of 2016 seeking dissolution of marriage with the Respondent-wife shall be converted into a Petition by mutual consent.

(ii) The Applicant as well as the Respondent shall be in joint custody of their children i.e. Prutha (daughter) and Utkarsh (son). Prutha and Utkarsh shall continue with their studies in their respective schools and the same shall not be disturbed unless both the parties mutually agree to do so.

(iii) The Applicant undertakes to transfer all his right, title and interest in Room No. 25/208, Masharshinagar, Pune, in favour of the Respondent. The Respondent shall be the sole and exclusive owner of the said room/flat and shall be entitled to deal with the same in the manner she desires without any objection/obstruction from the Applicant.

(iv) All documents required to be executed by the Applicant in favour of the Respondent in this regard shall be done at the earliest. The Applicant undertakes to clear/remove the encumbrance of approximately Rs. 40 lacs created by the Applicant with regard to the said room/flat in favour of Suvarnayug Sahakari Bank Ltd. within a period of 12 weeks from today by paying the entire outstanding loan to the said Bank. Until the said amount is paid and the encumbrances removed and all right, title and interest transferred in favour of the Respondent, the Applicant shall not sell, alienate, encumber, part with possession and/or create third party rights in respect of Flat No. 213, Building No. 12, Mira Housing Society. The Respondent shall have a charge over the said flat to the extent of the amounts due and payable to the said Bank in whose favour Flat No. 25/208 is mortgaged/encumbered. In the event of the

Applicant failing to pay the outstanding dues of the Bank within the period of 12 weeks, the Respondent shall be at liberty to proceed to sell Flat No. 213, Building No. 12, Mira Housing Society, Pune and pay the dues of the Bank and call upon the Applicant to sign the necessary documents, giving all right, title and interest in Room No. 25/208, Masharshinagar, Pune, in favour of the Respondent.

(v) As far as Room /Flat No. 87/609 situate near Navgraha Temple, Maharshi Nagar is concerned, the Applicant undertakes to execute an Agreement whereunder all his right, title and interest in the said room/flat shall be transferred exclusively in favour of the Respondent and the two minor children in equal shares/proportion i.e. 1/3rd each. The children shall not be entitled to claim partition or sale of the suit flat until they attain the age of 28 years.

(vi) As far as Flat No.18, Building No.2, Mira Housing Society is concerned, the Respondent undertakes to execute an Agreement whereunder all the right, title and interest shall be given exclusively in favour of the Applicant and the two minor children in equal shares/proportion i.e. 1/3rd each. The children shall not be entitled to claim partition or sale of the suit flat until they attain the age of 28 years.

(vii) The Applicant undertakes that, save and except the encumbrance created in favour of Suvarnayug Sahakari Bank Ltd. in respect of property

bearing Room/Flat No. 25/208, and a leave and license agreement executed in favour of one Mrs. Shah which agreement expires in the year 2018, he has not alienated, encumbered and/or created any third party rights in respect of any of the properties which he has agreed to transfer in favour of the Respondent and the two minors. No litigation is pending and claims are made by any statutory authority with regard to the same.

(viii) The Respondent shall be entitled to enter into a fresh Agreement with Mrs. Shah and also receive from her compensation of Rs. 15,000/- from September, 2017.

(ix) The galas in the market yard and 7 Are N.A. Plot stand in the name of the Applicant. The Respondent undertakes to execute documents transferring all rights therein in favour of the Applicant.

(x) The Applicant undertakes that all expenses towards the education of the children shall be borne by him until both the children complete their School and College/University education.

(xi) All school vacations (exceeding 7 days) shall be shared equally by the parties.

(xii) The Applicant and the Respondent unconditionally withdraw all the allegations made by them against each other in complaints, and petitions (civil/criminal) filed by them against each other.

(xiii) The parties undertake that they shall withdraw the Complaint filed

by them against each other as follows:

(a) As far as Criminal M.A. No. 879 of 2016 filed by the Applicant is concerned, the parties shall appear before the Judicial Magistrate, First Class, Pune on 6th September, 2017 and unconditionally withdraw the complaint.

(b) As regards quashing of C.R. Nos. 2/12 of 2016 registered with Swargate Police Station is concerned, an Application shall be moved by the Respondent on 7th September, 2017 for quashing. The Applicant undertakes to appear before this Court and support the quashing of the said FIRs on 7th September, 2017.

(c) Respondent undertakes to withdraw Special Civil Suit No. 136 of 2016 filed by the Respondent before the Civil Judge, Senior Division, Pune, on 11th September, 2017.

All the undertakings are accepted.

(xiv) If either party fails to execute any document pertaining to the transfer of any property as undertaken herein, the Registrar General, High Court, Bombay, shall appoint an Officer of this Court to execute the document/s on behalf of the erring party.

(xv) As regards Divorce Petition No. 616 of 2016 filed by the Applicant before the Family Court, Pune is concerned, the parties undertake to appear before the Family Court, Pune on 15th September, 2017, when the parties shall

be allowed to convert Divorce Petition No. 616 of 2016 into a Petition by mutual consent and divorce by mutual consent shall be granted to the parties.

The above Misc. Civil Application is accordingly disposed off.

All concerned to act on an ordinary copy of this order duly authenticated by the Personal Assistant of this Court.

(S.J. KATHAWALLA, J.)