

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.174 OF 2013

WITH

NOTICE OF MOTION NO.475 OF 2013

AND

NOTICE OF MOTION NO.1562 OF 2013

Pooja Sandip Kedia and Anr.	...	Plaintiffs
versus		
Sandip Sankar Kedia	...	Defendant

Mr. Prakash Mahadik, for Plaintiffs.
Mr. Pawan Patil, for Defendant.
Mr. Sandip S. Kedia, Defendant present.

CORAM: S.J. KATHAWALLA, J.

DATE: 6th MAY, 2017
(In Chambers)

P.C.:

1. In view of the matrimonial disputes including the disputes qua the custody of the child, several cases were filed by the parties namely Pooja Sandip Kedia and her husband Sandip S. Kedia, against each other before the civil as well as criminal courts. All the disputes between the parties were ultimately settled and the parties filed Consent Terms dated 8th February, 2017 before the Hon'ble Supreme Court of India, Clauses VIII (a), (b) (h) and (i) are reproduced hereunder :

"(a) The Petitioner and the Respondent and all their family members and friends shall unconditionally withdraw within 15 days

upon signing of present Consent Terms and passing of the decree of divorce in terms of the present consent terms, all allegations, cases, complaints, proceedings etc., whatsoever leveled against each other and their friends, family members, relatives and their companies, in any court of law and/or before any authority, forum, passport authority, etc., whatsoever, in India, Dubai and anywhere in the world. That after putting hands and signing of both the parties on the present Consent Terms, and passing of the decree, all civil and criminal cases, or any other cases, complaints, proceedings whatsoever, shall be withdrawn (compounded, quashed, dismissed) by the Petitioner and her other family members and friends against the Respondent, Mr. Sandip Kedia, his other family members and their companies, and vice-versa and or shall get it quashed by both the parties by approaching Hon'ble High Court or concerned police station or authorities, forums and/or by way of a joint petition and/or affidavits. All criminal cases, custody petition, family court cases pending with metropolitan magistrate, City Civil and Sessions Court, High Court, Supreme Court and also, all allegations leveled, cases, complaints, proceedings etc. whatsoever filed by either parties in any of the court of law at Dubai or any other court of law in India or elsewhere shall stand withdrawn and/or dismissed as against the other party and their companies and both the parties shall have no objection, whatsoever for withdrawing it unconditionally, and further getting it quashed from the Hon'ble High Court and Dubai Court or any other forum. Even if either of the party or their representative is not present before the Hon'ble Court or forum, the complaint, cases, proceedings etc., whatsoever

shall stand withdrawn and quashed with implied consent of either party after passing of the decree; That all allegations leveled, cases, complaints, proceedings, etc., whatsoever in India or Dubai or elsewhere before any forum, police, commission, authority, etc., whatsoever whether civil or criminal, shall become nullity, void ab initio and as good as no complaint and or cases being made or pending and shall stand withdrawn / quashed after passing of the decree. That the affirmed affidavits of the friends and relatives of both parties are annexed herewith, which shall be treated as part and parcel of the present 'Consent Terms' and the decree. Copies/Drafts of the said affidavits are enclosed herewith as Annexure 2 and the originals of the said affidavits shall be tendered by both the parties to the Hon'ble Supreme Court of India within 4 days of filing of these settlement terms. The necessary board resolution of Basic Finvest Pvt. Ltd. is enclosed as Annexure 3.

(b) Both the parties shall provide a detailed list of all complaints, cases, proceedings etc., whatsoever (civil, criminal, matrimonial etc.,) filed by each of them or their friends relatives till today with all the authorities and courts/forums in India and Dubai or elsewhere, which shall become null and void, void ab initio and nullity on passing of the decree. Inadvertently, if any of the cases or complaints or proceedings before any forum, authority, courts, police stations etc., are missing in either of the list given by the parties to each other, the same shall also stand withdrawn, null and void and quashed and the said authority or court of law shall treat the same proceedings etc., as settled between the parties as per the present Consent Terms and decree by the Hon'ble Supreme Court

of India. The list of such cases/complaints in Dubai and India are enclosed herewith as Annexure 4.

(h) Both the parties or their relatives or friends or representatives shall not file any other complaint, proceeding, civil or criminal cases; et. agitate and/or re-agitate whatsoever against each other and/or their family members, relatives etc., on the same subject matter of the dispute which has been resolved by this consent terms. That the concerned authorities, police stations etc. and/or courts shall consider any complaint, cases, allegations, proceedings whatsoever, initiated against each other by either parties in present or future as non effective and already settled in terms of the present settlement terms and decree of the Hon'ble Supreme Court of India.

(i) Petitioner and Respondent shall withdraw all/any civil, criminal cases, complaints, proceedings, etc., whatsoever, pending and filed in any police station, court, authorities, forums, etc. whatsoever in India or Dubai within 15 days from the date of passing of the decree of divorce as per this 'consent terms'. The lawyers of both the parties, friends and relatives acting on behalf of the Petitioner and/or the Respondent, shall withdraw/dismiss/quash all/any other cases/complaints and proceedings filed by the parties in India and/or Dubai without the presence of the parties. If required for the above said purposes both the parties and/or their representatives and/or relatives and/or friends shall unconditionally cooperate with each other by signing further documents and/or by being physically and personally present before the respective Courts, Forums, Authorities, etc., for the above mentioned purposes".

2. The Hon'ble Supreme Court of India in Civil Appeal No.11496 of 2016 along with the four Contempt Petitions in SLP (Civil) No.17561 of 2013 and three Civil Appeal Nos.11724, 11725, 11726-11727 of 2016 passed an order/decreed dated 05-04-2017 in terms of the Consent Terms dated 8th February 2017. In view thereof, the learned Advocate for the Plaintiff on instructions from the power of attorney holder and brother of the Plaintiff filed a Praecipe before this Court to place the above Suit filed by the Plaintiff for withdrawal. The above suit was therefore, ordered to be placed on board on 05-05-2017. On 05-05-2017, the Advocate for the Plaintiff informed the Court that the brother of the Plaintiff has now instructed him not to withdraw the above Suit. This Court inquired from the Advocate why this Court should not dismiss the Suit in view of the order/decreed of the Hon'ble Supreme Court of India in terms of the Consent Terms, the relevant clauses of which are reproduced hereinabove. Since the learned Advocate for the Plaintiff sought a day's time to once again take instructions from the Plaintiff, the matter was kept today. Today, the learned Advocate for the Plaintiff states that though he has forwarded a message to the power of attorney holder and brother of the Plaintiff seeking instructions, he has not received any response to the same. Therefore, in view of the clauses VIII (a), (b), (h) and (i) of the Consent Terms dated 8th February, 2017 and the order/decreed dated 05-04-2017 of the Hon'ble Supreme Court in terms of the

Consent Terms, the above Suit is dismissed. Notices of Motion Nos.475 of 2013 and 1562 of 2013 also stands dismissed.

(S.J.KATHAWALLA, J.)