

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.171/2017
IN
FAMILY COURT APPEAL NO.128/2016

Pushkraj Deodatta Deshpande ... Applicant

V/s.

Nisha Pushkraj Deshpande ... Respondent

Mrs. Kumud Bhatia for the Applicant
Mr. Bharat J. More for the Respondent

**CORAM: K.K. TATED &
B. P. COLABAWALLA, JJ.**

DATED : MARCH 23, 2018

PC. :

1 Heard. After arguing for some time, both the counsel submitted consent terms regarding access, maintenance, rent and school fees of the child. Both the counsel signed the Consent Terms. The Respondent Nisha Pushkraj Deshpande is present in court. She also admits the contents of the Consent Terms as well as its execution. Similarly the Power of Attorney of the Applicant, his father is also present. He also admits the contents of the Consent Terms. Same is taken on record and marked "X" for identification.

2 The Consent Terms read thus:

**"CONSENT TERMS REGARDING THE ACCESS, MAINTENANCE, RENT
AND SCHOOL FEES OF THE CHILD**

1. *Both Applicant and Respondent are agreed that the daughter Nikita will be picked by applicant's father from the school and she will stay at their house till the respondent come back from her job. The Respondent will send SMS every day at what time the applicant has to drop the child back to Respondent's house. The access of daughter Nikita on Saturday and Sunday is hereby cancelled and on those days the daughter will be with the Respondent and her mother. She will not send the child to day care.*
2. *The access regarding the school holidays is hereby cancelled and if the appellant's husband comes to India then the temporary custody of 50% of holidays will continue. Whenever the father will come to India the access will be increase by 2 hours i.e. after school time till 7 p.m. and on Saturday Sunday, it will be from 9.00 a.m. to 6.00 p.m. This term is only valid till the father is in India the father will see studies of the daughter.*
3. *The parties have agreed that the Appellant will clear all the arrears within two weeks from today. The appellant will pay the school fees of the child every year including this year. The Appellant has also agreed that he will pay the rent of the house of the Respondent as per the leave and licence documents i.e. Rs.15,000/- for this year.*
4. *The parties have agreed that the appellant will drop and pick the child as per the SMS of the Respondent.*
5. *Both parties have agreed that if the appellant delays to pay the maintenance for one day also he will be penalized for Ten thousand rupees. The appellant has to deposit the maintenance before 10th of every month in the account of the respondent. The school fees will be informed to the appellant 10 days prior to the last date of school submission of fees.*
6. *Both the parties have agreed that arrears of Rs.1,97,000/- to be paid within two weeks from today after clearing the arrears the Respondent will withdraw the executing*

proceedings before the Hon'ble Family Court No.5, Pune. The Appellant will pay regularly the maintenance amount before 10th of every month and if he fails to pay the amounts he will be penalized for Rs.10,000/- per month. Hence this consent pursis.

7. *In view of aforesaid terms the above Civil Application is disposed of with no order as to costs.*

Dated this 23rd day of March,2018

*Respondent
Advocate for Respondent*

*Applicant
Advocate for Applicant"*

3 Apart from that the advocate for the Respondent, after taking instructions from Respondent, who is present in court, makes a statement that during the school vacation, the Applicant's father is entitled to access of the child on each Wednesday from 9.00 a.m. to 4.00 pm. The statement is accepted.

4 It is made clear that it is the duty of the Applicant's family to pick up and drop the child on each Wednesday.

4 The Civil Application stands disposed of accordingly.

(B. P. COLABAWALLA, J.)

(K.K. TATED, J.)