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

FAMILY COURT APPEAL NO. 22 OF 2017
WITH
CIVIL APPLICATION NO. 328 OF 2016
WITH
CIVIL APPLICATION NO. 329 OF 2016
WITH
CIVIL APPLICATION NO. 346 OF 2016
IN
FAMILY COURT APPEAL NO. 22 OF 2017
AND
CIVIL APPLICATION NO. 25 OF 2017
IN
CROSS-OBJECTION NO. 785 OF 2017
WITH
CROSS-OBJECTION NO. 785 OF 2017
IN
FAMILY COURT APPEAL NO. 22 OF 2017

Ashish Hingarh

...Appellant

vs

Neema Ashish Hingarh

...Respondent.

.....

Mr Parvez S. Daruwala h/f Touban F. Irani for the Appellant in
FCA and for respondent in cross-objection.

Mrs Maya D. Idnani for the Respondent in FCA and for applicant
in CA No. 25 of 2017 and cross-objection.

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**CORAM : K.K.TATED &
B.P.COLABAWALLA, JJ.
APRIL 27, 2018.**

P.C.:

Heard learned counsel for parties.

2 Both the learned counsel submits that the matter is settled out of Court. They further submit that the appellant Ashish Hingarh and the respondent Neema Hingarh are present in the court. Their presence is recorded.

3 The appellant as well as the respondent have entered into witness box and admitted the contents of the consent terms as well as execution of the same. They further submit that they have no objection to dispose of both these matters in terms of the consent terms dated 27th April, 2018. The consent terms are taken on record and marked "X" for identification. The same is accepted.

4 As per clause 8 of the consent terms, the appellant-husband has agreed to pay the sum of Rs.1,55,00,000/- to the respondent wife towards the full and final settlement on or before 11th May, 2018, though the date is not stated in clause 8 of the consent terms. It is made clear that if entire amount of Rs.1,55,00,000/- is not paid on or before 11th May, 2018 to the respondent-wife, the appellant have to pay a sum of Rs.45,000/- by way of maintenance to the Respondent-wife as awarded by the Family Court, Bandra.

5 As per clause 7 of the consent terms, the respondent

wife agreed to execute the relevant document/gift-deed pertaining to her 50 % share in Flat No.302A, Sangeeta Building No.1, Panch Marg Road, Off yari road, Versova, Andheri, Mumbai in favour of her son Krish on receiving the payment of Rs.1,55,00,000/-, within 15 days. It is made clear that if the respondent-wife failed to execute the relevant document/gift-deed within 15 days from the date of receipt of the entire amount, the appellant can move before this Court for execution of the document through the Registry. It is further made clear that for execution of the gift-deed/ relevant document, the entire costs to be borne by the appellant husband only.

6 In view of the consent terms dated 27th April, 2018, the marriage solemnized between the appellant and the respondent on 10th November, 2002 shall stand dissolved by decree of divorce under Section 13B of the Hindu Marriage Act, 1955.

7 The Family Court Appeal and Cross-objection are disposed of in terms of the consent terms. The consent terms are to be treated as a part and parcel of the decree.

8 In view of disposal of the Family Court Appeal as well as Cross-objection, all Civil Applications stand disposed of. No

costs.

9 Mr Daruwala, learned advocate for the appellant after taking instructions from his client, makes a statement across the bar that the appellant will implement clause Nos.10 and 11 of the consent terms as far as possible before 11th May, 2018. The statement is accepted.

(B.P.COLABAWALLA, J.)

(K.K.TATED, J.)