

Shailaja

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION
WRIT PETITION (ST) NO.34586 OF 2017

Hemangi Mohan Mahale] Petitioner

Vs.

Prashant Bhatt | Respondent

with

WRIT PETITION NO.13648 OF 2017

Prashant Bhatt | Petitioner

Vs.

Hemangi Mohan Mahale] Respondent

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Mr. Rohaan Cama a/w Ms. Sapana Rachure, for the petitioner in W.P. (ST) No.34586 of 2017 and for respondent in Writ Petition No.13648 of 2017.

Mr. Vikram Deshmukh a/w Ms. Kavisha Shah i/b Law Alliance, for petitioner in W.P. No.13648 of 2017 and for respondent in W.P. (ST) No.34586 of 2017.

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CORAM : R.G. KETKAR, J.

DATE : 1ST MARCH, 2018.

P.C.

Writ Petition No.13648 of 2017 is not on board. At the request of learned Counsel for the parties, taken on board.

2. Heard Mr. Cama, learned Counsel for the petitioner in Writ Petition (ST)No.34586 of 2017 and for respondent in Writ Petition No.13648 of 2017 and Mr. Deshmukh, learned Counsel for petitioner in Writ Petition No. 13648 of 2017 and for respondent in W.P. (ST) No.34586 of 2017.

3. Learned Counsel appearing for the parties have tendered Consent Terms dated 1st March, 2018 duly signed by the parties and their Advocates. Mr. Cama states that petitioner is present in the Court, He has tendered photo copy of her Identity Card issued by Election of Commission of India which is taken on record and marked "A" for identification.

4. Mr. Deshmukh states that the respondent is present in the Court. He has tendered photo copy of his Driving Licence which is taken on record and marked "B" for identification. Learned Counsel for the parties have tendered Consent Terms which are taken on record and marked "C". The parties admit and confirm the correctness of the Consent Terms.

5. The petitioner in Writ Petition (ST) No.13648 of 2017 has given undertaking in paragraphs 4,5, 15 and 17. Respondent-wife has given undertaking in paragraph 7 and 8. The parties have assured that they will faithfully and scrupulously comply the consent terms as also undertakings.

6. After perusing the consent terms, I am satisfied that controversy between the parties is amicably and lawfully settled in terms of the consent terms. Under clause 4 of the consent terms, the

petitioner has undertaken to pay the respondent a sum of Rs. 1,05,00000/- in four installments commencing from 22nd December, 2017 and ending on 30th September, 2018. Clause 17 provides that in case the husband commits default in payment of any of the sum stipulated in clause 4 and 15 or part thereof, Writ Petition (ST) No.34586 of 2017 filed by the wife shall automatically stand revived without further reference of the Court at the same stage at which it stands. Hence, the Petitions are disposed of in terms of the consent terms. Liberty is reserved to the parties to approach the Family Court after the payment of last installment on 30th September, 2018 or earlier. Order accordingly.

[R.G. KETKAR, J.]