

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

MISC.CIVIL APPLICATION (STAMP)NO.1730/2019

Ms Deena Prakash Mantri	... Applicant
V/s.	
Mr.Deepak V. Redkar	... Respondent

Mr.H.P Vyas, advocate for applicant.
Mr.Sameer Tendulkar, advocate for respondent.

CORAM: K.K. TATED, J.

DATED : JUNE 21, 2019

P.C. :

Heard learned counsel for parties.

2. By this application u/s 24 of Code of Civil Procedure, 1908, applicant./wife is seeking transfer of divorce petition No.41/2018 filed by respondent/husband, pending before Family Court, Thane to Family Court at Pune.

3. Both the counsel submits that during the pendency of present proceeding, both the parties amicably settled the entire dispute. They submit that applicant and respondent are present in the court. Both the applicant as well as respondent entered into witness box. They admit all the Consent terms dated 21.6.2019 and execution. Same is taken on record and marked 'X' for identification. Same is accepted. Application dismissed of accordingly. The consent terms reads thus:

**“IN THE HIGH COURT OF JUDICATURE OF BOMBAY,
CIVIL APPELLATE SIDE, AT BOMBAY
MISC. CIVIL APPLICATION NO. /2019
STAMP NO. 1730 /2019
DISTRICT: PUNE**

MS. DEENA PRAKASH MANTRI

APPLICANT

VERSUS

MR. DEEPAK VIJAYKUMAR REDKAR

RESPONDENT

**CONSENT TERMS FILED ON BEHALF OF THE
APPLICANT AND THE RESPONDENT IS AS FOLLOWS :**

1. The Applicant has filed the present application against the Respondent herein for the transfer of the petition for divorce filed by the Respondent being P.A. No. 41 of 2018 at the Family Court, at Thane to the Family Court, at Pune, where her petition for divorce being P.A. No. 674/2018 is pending.
2. That during the pendency of the present application, the parties have decided to amicably resolve the issues in the following manner:
 - (a) The Parties shall move a joint application for converting the petition being P.A. No. 674/2018 which is pending before the Family Court, Pune into a petition for divorce by mutual consent under Section 13B of the Hindu Marriage Act, on the terms and conditions contained in the present consent terms,

within a period of 15 days from today.

(b) The Respondent undertakes to withdraw the Divorce Petition bearing P.A. 41 OF 2018 pending before the Thane Family Court, within a period of 15 days from today. Or on the next date of hearing (i.e. 01-08-2019) That similarly the Transfer Petition bearing Misc. Civil Application No. 314/2018 filed by the Respondent for transfer of the P.A. No. 674/2018 pending before the Pune Family Court to Thane Family Court shall stand withdrawn by him.

(c) The Applicant and the Respondent shall exchange the following articles with each other :

The Applicant shall handover the following articles belonging to the Respondent:

- (i) Desktop
- (ii) Silver Bracelets – 2 Nos.
- (iii) Clothes
- (iv) Shoes
- (v) Personal Documents
- (vi) Laptop Bag
- (vii) Sony Cybershot Camera (Small)
- (viii) Apple Ipod (Small)
- (ix) Aristocrat SuitCase
- (x) VIP Suitcase
- (xi) Harrison's Handbag
- (xii) Kitchen Utensils

The Respondent shall return the following articles belonging to the Applicant :

- (i) Set of keys of the house at 1707 Drewberry,
Everest World, Kolshet Road, Thane West 400607
- (ii) Hard Disc

The aforementioned articles shall be exchanged on or before the date of filing of the consent petition before the Family Court, Pune and the parties shall issue a receipt of the same.

- (d) The Respondent shall transfer the Car bearing Registration No. MH04FF8017, Hyndai i10 make in the name of the Applicant within a period of 15 days from the signing of the present consent terms. The Respondent undertakes to sign all the necessary forms, applications, etc. for the same.
- (e) The Applicant and the Respondent are the co-owners of the property situated at 1707/1708 Drewberry, Everest World, Kolshet Road, Thane West 400607 (hereinafter called and referred to as **THE SAID FLAT** for the sake of brevity and convenience). The Respondent undertakes to gift his share in the said property in favour of the Applicant herein within a period of one month from today. The Respondent undertakes to take all the necessary steps to register the Gift Deed. The entire expenses of the said Gift Deed shall be shared equally (50:50) by both the parties. That upon the execution and registration of the Gift Deed, the Applicant shall become the absolute owner of the said

flat.

- (f) The Applicant undertakes to pay the remaining EMI towards the loan availed for the purchase of the said flat and the Respondent shall not be held liable or responsible for the same henceforth. The Applicant shall pay all the outgoings of the said flat, due as on date, including the society maintenance, property tax, electricity bills, transfer charges etc. and shall continue to pay the same after the registration of the Gift Deed as the owner thereof. The parties herein undertakes to co-operate as regard transfer of loan account in the name of applicant
- (g) The share certificates in respect of the said flat shall be transferred in the name of the Applicant herein by the Everest World Co-operative Housing Society Limited. The Respondent undertakes to sign all necessary applications, documents, etc. required for the said process, as and when called upon to do so.
- (h) The parties undertake to withdraw all allegations made by them against each other and their respective family members and shall not make the same in future. The parties do hereby undertake, assure, agree and declare unto each other that they shall exchange all their personal belongings with each other, as stated hereinabove and they have no grievance against one another pertaining to the same. That thus, the parties

have hereby relinquished all their rights in respect of each others' movable as well as immovable properties forever and that they shall have no claims of whatsoever nature, against each other in respect of the same, in future.

- (i) That the parties shall withdraw all the civil / criminal cases filed against each other or the family members. That the parties undertake, agree and assure unto each other that they shall not initiate any civil or criminal legal proceedings against each other or their relatives, in respect of their matrimony and any rights arising there from, in future.
- (j) That the parties have agreed that after the divorce by mutual consent, they shall not interfere in each other's personal as well as professional life. That neither party shall contact the other party or any of their relatives, personally or through any electronic medium, after a decree of divorce by mutual consent is sought by them.
- (k) That the present application (MCA- 314 of 2018) pending before this Hon'ble Court shall be withdrawn by the Applicant herein.
- (l) That the abovementioned terms and conditions shall be fulfilled by the Applicant and the Respondent, before passing of the final decree in the petition for divorce by mutual consent under Section 13B of Hindu Marriage Act, 1955, in the Family Court at Pune.

(m) No order as to the costs.

(n) That the present Consent Terms be made absolute in the abovementioned terms.

Dated 21st June 2019
Mumbai

APPLICANT
(Ms. Deena Prakash Mantri)
Redkar)

RESPONDENT
(Mr. Deepak Vijaykumar

Advocate for Applicant
Hitesh Vyas

Advocate for Respondent
Sameer Tendulkar"

3. Undertaking given by parties is accepted in terms of consent terms.

4. Parties to act on authenticated copy of this order.

(K. K. TATED, J.)