

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

FAMILY COURT APPEAL (ST) NO.1765 OF 2019

WITH

**CIVIL APPLICATION (ST) NO.1767 OF 2019
IN
FAMILY COURT APPEAL (ST) NO.1765 OF 2019**

WITH

**CIVIL APPLICATION (ST) NO.1768 OF 2019
IN
FAMILY COURT APPEAL (ST) NO.1765 OF 2019**

Muzaffar Nasim Iraqui

.... Appellant/
Applicant

versus

Mrs.Tanzeen Muzaffar Iraqui & Anr.

... Respondents

.....

- Mr.Rakesh Kumar Singh, Advocate for Appellant/Applicant.
- Mr.Shabnam Umar Naik a/w Ms.Mohini Shiva Kamble, Advocate for Respondent.

**CORAM : AKIL KURESHI &
SARANG V. KOTWAL, JJ.
DATE : 11th APRIL, 2019.**

P.C. :

1. This Appeal is preferred by the husband, who was the original Respondent in Petition No.A-30/15 filed before the Family Court, Bandra, Mumbai. At the end of the trial, the Petition was partly allowed and operative part of the Judgment and Order dated 04/12/2018 reads thus;

- “1. The petition is partly allowed.*
- 2. The respondent is directed to pay interim maintenance at the rate of Rs.7,000/- (Rupees Seven thousand only) per month for petitioner No.1 from the date of application i.e. 12.01.2015 till the date of decision of the petition.*
- 3. The respondent is directed to pay further maintenance at the rate of Rs.7,000/- (Rupees Seven thousand only) per month for petitioner No.1 from the date of order i.e. 04.12.2018.*
- 4. The respondent is directed to pay interim maintenance at the rate of Rs.5,000/0 (Rupees Five thousand only) per month for petitioner No.2 from the date of filing of the application i.e. 12.01.2015 till the date of decision of the petition.*
- 5. The respondent is directed to pay further maintenance at the rate of Rs.5,000/- (Rupees Five thousand only) per month for petitioner No.2 from the date of order i.e. 04.12.2018 till he attains the age of majority.*
- 6. The respondent is restrained from dispossessing the petitioner from the house where she is presently staying under section 19(1)(a) of The Protection of Women from Domestic Violence Act, 2005.*

7. *The respondent is directed to pay compensation of Rs.10,000/- under section 20(1)(a) of The Protection of Women from Domestic Violence Act, 2005, to the petitioner.*
8. *The petitioner's prayer of additional permanent maintenance under section 20(3) of The Protection of Women from Domestic Violence Act, 2005 is rejected.*
9. *The petitioner's prayer of custody of son-Mohd. Zaid is rejected since he has become major.*
10. *The respondent is directed to pay litigation cost of Rs.5,000/- to the petitioner."*

2. Today both the learned Counsel for the parties in the original Petition submitted Consent Terms signed by all the parties. The Consent Terms are taken on record and marked 'X' for identification. All the parties are present before the Court. They are identified by their respective Counsel.

3. Perusal of the Consent Terms shows that it takes care of most of the clauses in the operative part of the impugned order except clause No.6. The Consent Terms are accepted by

both the parties and therefore the matter is settled in terms of those Consent Terms. The operative part of the impugned order except clause No.6 is set aside as the Appellant does not wish to prosecute this matter any further.

4. Insofar as Clause No.6 is concerned, learned Counsel for the Appellant makes a statement that he shall not dispossess the Respondent-Wife without following due process of law. Accepting this statement, the Appeal is disposed of with the clarification that the husband shall not dispossess the wife from the house where she is presently residing, without following due process of law.
5. The Appeal is disposed of in terms of aforesaid Consent Terms.
6. Pending Civil Applications in the Appeal are also disposed of.

(SARANG V. KOTWAL, J.)

(AKIL KURESHI, J.)