

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Family Court Appeal NO. 56 OF 2013

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With

Civil Application No.76 of 2013

In

Family Court Appeal NO. 56 OF 2013

Mrs. Pushpa Ashish Patel

...Appellant/Applicant

Versus

Mr. Ashish Patel

...Respondent

....

Ms. Shilpa A. Joshi, Advocate for the Appellant/Applicant.

Ms. Bhagyashree Vishal a/w. Vidhee Jain i/b. R.V. Sankpal & Associate,
Advocate for the Respondent.

....

**CORAM : K.K. TATED &
SARANG V. KOTWAL, JJ.**

DATE : 19th DECEMBER, 2019

PC.

1. Heard learned Counsel for the parties.
2. Both the Counsel submit that the matter is settled out of the Court. Both the Counsel submit that the appellant as well as respondent are present in the Court. They entered into the witness box. They admitted the contents of the consent terms as well as execution thereof. They also admitted the undertaking given by them in the present consent terms. Hence, the consent terms are taken on record and marked 'X' for identification, which reads thus :

“IN THE HIGH COURT OF JUDICATURE AT MUMBAI

CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO. 56 OF 2013

Mrs. Pushpa Ashish Patel

Age-47 years, Hindu, adult, Indian

Inhabitant, Occupation: housewife

Residing at Room No 101,

'A'-Wing, Hamirmal Tower

Bhayander (West),

District – Thane

..Appellant

V/s.

Mr. Ashish Kantilal Patel

Age - 46 years, Occupation - service,

Indian Inhabitant having address

Room No. 9, Doctor Chawl, Gate no 4,

Dowri Nagar, Near Western express highway,

Santacruz (East), Mumbai 400055

Working at: Bldg. No.31, 1stFlr,

Gala No. 102, Arihant Compound,

Behind Kopar Bus stop, Kopar,

Bhiwandi, Thane – 421 302

...Respondent

CONSENT TERMS

The Appellant and the Respondent have amicably settled the Matrimonial Dispute and have arrived at the following consent terms;

1. The Appellant and the Respondent hereby withdraw all the

allegations made against each other and that might have been made against each other.

2. It is hereby agreed between the parties that the marriage between the Appellant and the Respondent solemnized on 26/03/2000, shall stand dissolved by a decree of divorce by mutual consent.

3. It is hereby agreed and undertaken between the parties that the Respondent shall pay an amount of Rs.15,00,000/-(Rupees Fifteen Lakhs only) to the Appellant as and by way of one time permanent alimony.

4. It is hereby agreed and undertaken between the parties that the Respondent shall pay the agreed amount of Rs.15,00,000/-(Rupees Fifteen Lakhs only) to the Appellant within a period of 4 weeks from the signing of the consent terms by a cross cheque drawn in her name.

5. It is agreed and undertaken between the parties that the Appellant and her son master Shivam shall vacate the matrimonial home situated at Room No.101, 'A'-Wing, Hamirmal Tower, Bhayander (W), Thane only after receiving the amount of Rs.15,00,000/-(Rupees Fifteen Lakhs only) as agreed in these consent terms. They shall vacate the matrimonial home within a period of two weeks from the date of realization of the cheque or the receipt of the amount. The undertaking of the Appellant and master Shivam be recorded that they shall vacate the matrimonial home within 2 weeks of receiving the amount of Rs.15,00,000/-(Rupees Fifteen Lakhs only).

6. It is hereby agreed and undertaken between the parties that on receiving this amount all the Claims of Appellant and Son Shivam

shall stand settled and in future there shall not be any claim of either of them of past, present or future of/ whatsoever nature, against the Respondent. Thus this would be a full and final settlement of all claims.

7. It is hereby agreed and undertaken between the parties that the Appellant and her son Shivam shall take the following things from the matrimonial home i.e. Gas, Gas cylinder, Utensils, Sewing machine, Steel Cupboard, Mattress and also the personal belongings like Clothes etc. of the Appellant and the son master Shivam at the time of vacating the matrimonial home.

8. It is hereby agreed and undertaken between the parties that the interim Order dated 18/07/2013 and 19/11/2018 passed by the Hon'ble High Court shall stand vacated on the passing of the decree of divorce by mutual consent.

9. It is hereby agreed and undertaken between the parties that they have no claim of whatsoever nature against each other in respect of the person, property, movable or immovable or any other claim against each other except the claim mentioned hereinabove after the filing of the present consent terms and after the consent decree of Divorce is passed and the marriage is dissolved.

10. It is hereby agreed and undertaken between the parties that there are no Debts of any nature subsisting and incurred by them jointly and if at all there are any debts or liabilities each party shall bear his/her own liability for the debts incurred in his/her own name and keep the other party indemnified.

11. It is hereby agreed and undertaken between the parties that they shall not interfere in each other's personal and professional life after the filing of the consent terms and after the confirming the

Divorce Decree passed by the Ld. Trial Court. Both of them shall be entitled to lead their independent life.

12. Decree be drawn in terms of the above consent terms.

Mumbai.

This 18th day of December, 2019

Sd/-

Appellant

Sd/-

Respondent

Sd/-

Shilpa Joshi

Adv for the Appellant

Sd/-

R.V. Sankpal & Associate

Adv for the Respondent

(Adv. Bhagyashri Vishal)

(i/b. R.V. Sankpal & Associates)”

3. Family Court Appeal stands disposed of in terms of the consent terms.

4. Decree be drawn up accordingly.

5. In view of disposal of Family Court Appeal by consent terms, nothing survives in the pending Civil Application No.76/2013. Same stands disposed of as infructuous.

6. Matter to appear on board on 31.1.2020 for compliance of payment of maintenance charges.

(SARANG V. KOTWAL, J.)

(K.K. TATED, J.)

Deshmane (PS)