

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

First Appeal No.809/2017

Smt. Fabina Raymond Lopes Appellant

Vs.

Mr. Raymond Pascol Lopes Respondent

Mr. Anil D'souza for the Appellant

Mr. Jamal John Rodrigues for the Respondent

CORAM: K.K.TATED, J.
DATED : AUGUST 21, 2019

P.C.

1 Heard. By this First Appeal, the Appellant challenges the judgment and decree dated 07.01.2017 passed by District Judge -1 Vasai in MP No.16/2013 dismissing the Appellant's petition for divorce u/s.10-A of the Indian Divorce Act 1869.

2 Both the counsel submit that the matter is settled out of court. They tendered Consent Terms dated 21.08.2019. They submit that the Appellant and the Respondent are present in court. Both the parties entered into witness box. They admit the contents of the Consent Terms and execution thereof. Hence, the Consent Terms are taken on record and marked "X" for identification, which read thus:

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CIVIL JURISDICTION
FAMILY COURT APPEAL NO. 809 OF 2017

(MARRIAGE PETITION No. 16 of 2013)

Smt. Fabina Raymond Lopes)
Age 34 years, Occupation - service)
Resident of Fiyat Gaas, Mot Aali,)
behind Gram panchayat, Post Sopara,)
Taluka Vasai, Dist: Palghar) ...
Appellant

(Org.
Petitioner)

Versus

Mr. Raymond Pascol Lopes)
Age 41 years, Occupation - business,)
Resident of 'Ekant', Dhobi talao,)
Agashi, Post Agashi, Taluka Vasai,)
Dist: Palghar)...
Respondent

(Org. Respondent)

CONSENT TERMS FOR DECREE OF DIVORCE

The Appellant and the Respondent have agreed to take divorce by mutual consent Under Section 10-A of Indian Divorce Act, 1869 (amended by act 2001); on the following terms and conditions:

1. The Appellant and the Respondent hereby withdraw all the allegations made against each other in the Pleadings filed so far as hence forth she does not wish to come back to her

matrimonial house.

2. The marriage between the parties hereto was solemnized on 28/12/2008 and the parties hereto have been staying separately from each other since October, 2012. By the present appeal the Appellant has challenged the Judgment & Decree dated 07.01.2017 passed by the DISTRICT JUDGE-1, VASAI AT VASAI in Marriage Petition No. 16/2013. The said Judgment and Decree has rejected the Appellant's Petition for divorce.
3. There are no issues borne out of the said wedlock and amicably resolved all their issues and therefore mutually agreed for a decree of divorce since the appellant is not interested in staying at her matrimonial house.
4. It is now mutually agreed between the parties that the Appellant will pay a sum of Rs.1,50,000/- (Rupees One Lacs Fifty Thousand

Only) towards the one time settlement amount to the Respondent. The Appellant states that the said agreed amount will be paid to the Respondent by way of demand draft on the date of passing a final Decree of Divorce by this Hon'ble Court.

5. The Respondent has agreed to return to the Appellant, the Gold ornaments weighing total 31gms. which are in his possession and which were given to him at the time of marriage by her parents. At the time of marriage the Respondent had given to the Appellant Gold ornaments total weighing 98.730 gms. which, ornaments are in possession of the Appellant. The Respondent has agreed to accept Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand Only) as a lump sum consideration for the said Gold Ornaments. This amount of Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand Only) will be paid to the Respondent by

way of demand draft on the date of passing a final Decree of Divorce by this Hon'ble Court.

6. After receiving of the said gold ornaments & settlement value as stated above, the Respondent will not make any additional claim against the Appellant, in future.
7. After receiving of the said gold ornaments & settlement value as stated above, the Appellant will not make any additional claim against the Respondent, in future.
8. Both the Parties have also agreed that, save and except the above, they have no claim of any nature over the properties i.e. both moveable and immoveable, of each other under any circumstances, nor shall they be liable in any manner to pay each other's debts, even in their respective parent's property.
9. The Appellant states that she will

not claim any maintenance from the Respondent for herself for the past, present and future and Appellant waives and relinquishes all her rights in respect thereof.

10. The parties hereby agree and undertake that they shall not interfere with each other's personal life and shall not in any manner resort to defame of each other's image in society.
11. The parties hereby agree and undertake that they shall not initiate or continue any legal proceeding against each other either in a Civil or Criminal Court and all matters till this day are settled between the parties.
12. The parties hereto agree that they have signed these consent terms out of their own free will and without any force, coercion, manipulation or fraud and they shall at no stage hereafter raise

any dispute or claim and all issues stand settled.

13. The parties hereto agree that the Judgment & Decree dated 07.01.2017 passed by the DISTRICT JUDGE-1, VASAI AT VASAI in Marriage Petition No. 16/2013 is by their mutual consent quashed & set aside and the Parties are granted the decree of divorce in the above Terms.
14. The parties agree and undertake that each party shall bear their own costs and expenses, if any, required for change in the names in society records.
15. The parties agree and undertake to present the consent terms before Hon'ble Bombay High Court for passing the order in terms of this consent terms and dispose of under the captioned 'Appeal'.

In view of the abovementioned terms and conditions both the parties have agreed

that the above mentioned terms and conditions are binding upon them and they will not withdraw the same in any circumstances.

Vasai,

Dated: 21st August, 2019

APPELLANT

RESPONDENT

(Anil P. D'souza)

(J. J. Rodrigues)

ADV. FOR APPELLANT

ADV. FOR RESPONDENT

3 First Appeal and the Civil Application stand disposed of in terms of the Consent Terms.

4 The Consent Terms shall be treated as part and parcel of the decree.

(K.K.TATED, J.)