

SAS

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

SECOND APPEAL (ST) NO.9794 OF 2017

Bhalchandra Gunjekat Pise ..Applicant.

V/s.

Priya Bhalchandra Pise ..Respondent.

Ms.Deepali Kamble for the applicant.

Ms.Priya Bhalchandra Pise, the respondent in person present.

CORAM: M.S.SONAK, J.

DATE : MARCH 12, 2019

P.C.:-

Heard Ms.Deepali Kamble for the appellant.

2. Mr.Bhalchandrsa Pise and Ms.Priya Pise, the appellant and the respondent respectively are also present in person in the Court.

3. Learned counsel for the appellant as well as the parties, who are present in the Court hand in consent terms which are taken on record and marked as 'X' for the purpose of identification.

4. The parties state that they have voluntarily signed these consent terms after considering their export and import.

5. Upon perusal of the consent terms, there is no reason not to accept the same. The parties have made reasonable provisions in respect of Aditya, their son. Besides, Mr.Bhalchandra Pise, who is present in the Court has assured that he will do his best when it comes to making provisions for the future of Aditya, including education of Aditya.

6. Ms.Priya Pise has also stated that she is an employee of the Municipal Corporation of Greater Mumbai (MCGM). She has stated that she will also do her best when it comes to Aditya's future.

7. Various undertakings set out in the consent terms are accepted as undertaking given to this Court, in particular, the undertaking in relation to clearance of loan in respect of Flat No.A-304, Sai Sagar Complex 13, Palm Beach Road, Sanpada, Navi Mumbai by the appellant Mr.Bhalchandra Pise is noted and accepted. Mr.Bhalchandra Pise states that the loan amount now outstanding is not more than Rs.1 lakh and he will clear the said loan within a a maximum period of two months from today. This statement is also accepted. Thereafter, all formalities for transfer of the flat to be completed as indicated in the consent terms.

8. Ms.Priya Pise also undertakes that she will not sell the aforesaid flat during her lifetime but transfer the the same in favour of Aditya as its sole owner as and when the occasion arises. It is also stated in clause 6 of the consent terms. This undertaking is also accepted.

9. The Second Appeal (St) No.9794 of 2017 is accordingly disposed of in terms of the consent terms. Consent decree be drawn accordingly.

(M.S.SONAK, J.)