

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Civil Revision Application No.281/2018

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders	Court's or Judge's orders.
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None for the Applicant

Mrs. Seema Sarnaik for the Respondent

CORAM : K.K.TATED, J.

DATED : JULY 31, 2019

P.C.

1 Today the matter is placed on board for speaking to the minutes of order dated 19.07.2019.

2 On page 7, paragraph 4, first line, the word "Criminal" should be substituted with that of "Civil".

3 Order dated 19.07.2019 stands corrected accordingly. Rest of the order shall remain as it is.

4 Corrected order dated 10.06.2019 reads thus:

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Civil Revision Application No.281/2018

Mr. Achal R. Chaurasia ... Applicant

V/s

Mrs. Samata A. Chaurasia ... Respondent

Mr. Chaitanya Kotnis for the Applicant
Mrs. Seema Sarnaik for the Respondent

CORAM : K.K.TATED, J.
DATED : JULY 19, 2019

P.C.

1 Mentioned. Not on board. At the request of learned counsel for both the parties, the matter is taken on board for urgent orders.

2 Both the counsel submit that the matter was referred to the Mediator. Thereafter the matter is settled between the parties. They tendered Consent Terms dated 18.07.2019 duly signed by them along with their respective counsel. They submit that the Applicant as well as the Respondent are present in court. Both the parties entered into witness box and admitted the contents of the Consent Terms and execution thereof. The Consent Terms are taken on record and marked "X" for identification, which read thus:

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO. 281 OF 2018

Mr. Achal R. Chaurasia ... Applicant

V/s

Mrs. Samata A. Chaurasia ... Respondent

CONSENT TERMS

The Parties herein above had been referred for mediation by an order dated 26th June 2019 (Coram: Smt. Sadhana Jadhav J.) to Mr. Arif Bookwala, Senior Advocate and after deliberation, the parties have agreed to settle their disputes amicably.

1 The parties herein above agree that the applicant shall pay a lumpsum amount of Rs. 3,00,00,000/- (Rupees Three Crores Only) to the Respondent by way of permanently alimony being one time settlement towards maintenance, residence, *stridhan*, release of articles and all other demands. The Respondent agrees to accept an amount of Rs. 3,00,00,000/- (Rupees Three Crores Only) as permanent alimony being one time settlement against the above heads.

2 The applicant shall pay an amount of Rs. 3,00,00,000/- (Rupees Three Crores Only) by demand draft bearing no. 394432 dated 17th July 2019 drawn on Indian Bank to the Respondent on signing of these consent terms. The

Respondent herein above undertakes that she shall present the said demand draft for encashment after giving written consent for divorce by mutual consent in the Hon'ble Family Court at Bandra, Mumbai i.e. on 25th July 2019 & also under the conditions set herein after

3 The parties agree to convert a Petition No. A- 2460 of 2015 filed by the applicant before the Hon'ble Family Court at Bandra, Mumbai to the Petition for divorce by mutual consent U/Sec 13-B of Hindu Marriage Act, 1955 for dissolving their marriage solemnized on 15th December 2010.

4 It is agreed between the parties that the Demand Draft shall be handed over to Advocate Seema Sarnaik on behalf of the Respondent. It is further agreed between the parties that the Applicant undertakes that he shall keep all the paper & proceedings for converting the petition A 2460 of 2015 to mutual consent ready for signatures of the Applicant & Respondent on 25.07.2019.

5 The parties agree & undertake that they shall remain present at 10.30 am on 25.07.2019 in the honorable Family court, Bandra at Mumbai for signing the mutual consent petition.

6 The Respondent agrees & undertake that in the event

she is not able to remain present on 25.07.2019 for any reason then she shall encash the Demand Draft only on the date she signs the mutual consent petition in the family court.

7 The Applicant agrees and undertakes that in the event he is not able to remain present on 25.07.2019 for any reason & the respondent remains present then the applicant shall not object to the respondent encashing the Demand Draft after she signs the mutual consent petition. However if there is a delay on the part of applicant & the Demand Draft is not allowed to be encashed by the Respondent then the Applicant undertakes to Pay a sum of Rs 1 lac per month with respect to 25.07.2019 to the Respondent.

8 The Applicant agrees that if the Respondent is present in the family court on 25.07.2019 & the Applicant is unable to keep the mutual consent petition ready for Signature then even in that eventuality the Respondent would be entitled to encash the Demand Draft on 25.07.2019

9 The parties agree, declare and undertake that they shall remain present before the Hon'ble Family Court at Bandra, Mumbai on 25.07.2019 and on each and every date when the matter is listed by the Hon'ble Family Court at Bandra,

Mumbai and shall not seek any extension of time on any grounds whatsoever.

10 The Respondent agrees and undertakes to withdraw an application bearing No. 155/DV/2016 filed by her before the Hon'ble Judicial Magistrate First Class at Thane, Thane within a period of 3 weeks of the receipt of an authenticated copy of the order of this Hon'ble Court.

11 The parties agree, declare and undertake that all the complaints whichever filed by either parties and/or their family members hereby stands withdrawn.

12 Both parties agree and undertake that they and/or their family members shall not cast any aspersions on each other's character.

13 The applicant agrees and undertakes that he and/or his family members shall not circulate any material hereinafter in respect of Respondent and he shall undertake that all the material, Photographs including digital record shall be destroyed which is in possession of the applicant and/or his family members.

14 The parties agree, declare and undertake that all the

complaints filed by the parties with the various authorities shall stand withdrawn and not be proceeded with.

15 In the alternative the parties further agree that if any of such complaints are not withdrawn, the other party shall produce the authenticated true copy of these consent terms along with the order passed thereon to the concerned authority for effective withdraw/disposal of the complaint and the other party shall not object to the same.

16 Both parties agree, declare and undertake that they shall have no right, title, interest and/or claim of any nature against each other and/or their respective family members in future under any change of circumstances.

17 The applicant agrees to and declares that he has no objection if the Respondent withdraws the amount of interim maintenance deposited by him in the Hon'ble Family Court at Bandra, Mumbai.

18 Both parties declare that these consent terms are signed by them after fully understanding the consequences thereof and have been signed voluntarily.

19 Both parties expressly agree that they will not initiate any legal proceedings either civil or criminal against each other in future in respect of their matrimonial issues.

20 Both parties undertake to abide by these consent terms and the same are binding upon both of them.

21 Both parties pray that the above matter be disposed off in above terms.

Mumbai

On this 18th Day of July 2019

Respondent

Applicant

Advocate for Respondent

Advocate for Applicant”

3 The Consent Terms are accepted.

4 The Civil Revision Application stands disposed of in terms of the Consent Terms dated 18.07.2019.

5 No order as to costs.

6 Liberty granted to the parties to move this court, in case of any difficulty in execution of the Consent Terms.

(K.K.TATED, J.)