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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FAMIL COURT APPAL NO.153 OF 2015

Sudhir Kishor Masand ..Appellant.

v.

Vanshika Sudhir masand ..Respondent.

Soni Tiwari for the Appellant.
Shraddha Shukla, for the Respondent.

**CORAM : INDRAJIT MAHANTY &
SARANG KOTWAL, JJ.**

DATE : 7TH FEBRUARY, 2019.

P.C.

1] This appeal has been filed by the Appellant – Sudhir Kishor Masand, against the order and judgment dated 5th November, 2012 passed by the Family Court, Bandra in M.J. Petition No.1038 of 2009 in terms of which his application under Section 13(1)(ia) of the Hindu Marriage Act, 1955 seeking divorce against his wife-Vansika Sudhir Masand came to be rejected while directing payment of permanent maintenance to the minor daughter Rashi.

2] After filing of the present Appeal, the parties have arrived at an Agreement in terms of consent filed and signed by both the parties i.e. Appellant, Respondent as well as their respective counsels. We take the said Consent Terms on record and also record our appreciation for the

efforts made by the respective learned counsels in assisting the parties to arrive at a settlement.

3] In view of the said Consent Terms, we grant liberty to the parties to approach the Family Court, Bandra, Mumbai for filing an application under Section 13(B) of the Hindu Marriage Act, 1955 enclosing a copy of the Consent Terms as filed before this Court and on such application being filed, we direct that the matter be taken up expeditiously and disposed off in terms of the settlement arrived at between the parties, at an early date preferably within a period of three months.

4] We also direct that the parties are at liberty to act in terms of the Consent Terms and intimate the Family Court about compliance of the Consent Terms.

5] In the meanwhile, we further direct that in order to facilitate the Family Court to take up the matter, which will be filed by the parties as well as original Petition N.1038 of 2009, we quash the order in Appeal pertaining to the directions for maintenance for the minor child, since the terms of consent include payment towards the minor child's maintenance. The parties are at liberty to seek certified copy of the order as well as Consent Terms for production before the Family Court.

Accordingly, Family Court Appeal No.153 of 2015 stands disposed off.

(SARANG KOTWAL, J)

(INDRAJIT MAHANTY, J)

