

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FAMILY COURT APPEAL NO.215 OF 2014

Mrs.Nandini Satish Utekar	... Appellant
versus	
Satish Shantaram Utekar	 Respondent

WITH

**CIVIL APPLICATION NO.267 OF 2019
IN
FAMILY COURT APPEAL NO.215 OF 2014**

Satish Shantaram Utekar	 Applicant (Original Respondent)
Versus	

Mrs.Nandini Satish Utekar	... Respondent (Original Appellant)
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IN THE MATTER BETWEEN :

Mrs.Nandini Satish Utekar	... Appellant
versus	
Satish Shantaram Utekar	 Respondent

.....

- Mr.Sanjay P. Shinde, Advocate for Appellant in FCA No.215/14 and for Respondent in CAM No.267/19.
- Smt.Shilpa Joshi, Advocate for Respondent in FCA No.215/14 and Applicant in CAM No.267/19.

**CORAM : K. K. TATED &
SARANG V. KOTWAL, JJ.
DATE : 27th FEBRUARY, 2020.**

PC. :

1. Heard learned Counsel for the parties.
2. The Appellant is challenging the Judgment and Order dated 19/06/2014 passed by the Principal Judge, Family Court, Mumbai, in Petition No.A-1181/2011, whereby the marriage between the Respondent herein husband and the Appellant was annulled and was held voidable u/s 12(1)(a) of the Hindu Marriage Act, 1955.
3. During the pendency of this Appeal before this Court, the parties have entered into Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms read thus:

“IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO. 215 OF 2014

DISTRICT : BOMBAY

IN

M. J. PETITION NO. A - 1181 OF 2011

Mrs. NandiniSatishUtekar

Age: 38 years, Hindu, Indian Inhabitant,

Occu: Housewife, R/o at C/o.

Mr. JayeshShelar, Room No.7,

Chawl No.10, Acharya Nagar,

Swastik Park, Chembur, Mumbai 400071

... Appellant
(Orig. Respondent)

Versus

Mr. SatishShantaramUtekar

Age: 49 years, Hindu Inhabitant,

Occ : Service, R/AT Block No.33,

Indu Ganesh Co-op Hsg. Society,

Sion, Chunabhati, Mumbai-400022.

... Respondent
(Orig. Petitioner)

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 herein agrees and have agreed to withdraw all the allegations that have been made against each other and accordingly the same have been withdrawn.
2. It is hereby agreed between the Appellant and the Respondent that the Judgment and Decree dt. 19/6/2014 passed in Petition No. A 1181 of 2011 (Decree of nullity) as passed by the Family court Mumbai at Bandra shall be set aside and the Decree of

Divorce by mutual consent shall be passed in terms of the present Consent terms.

3. It is hereby agreed between Appellant and Respondent that their marriage solemnized on 24-05-2010 at Chembur, Mumbai shall stand dissolved by a decree of divorce by mutual consent and accordingly the same is dissolved.

4. There is no issue born out of the wedlock.

5. It is hereby agreed and undertaken by the Appellant and the Respondent that the Respondent shall pay an amount of Rs. 13,00,000/-(Thirteen lakhs only) to the Appellant towards her claim of permanent monthly maintenance and /or permanent lumpsum maintenance / alimony. This amount of Rs. 13,00,000/- (Thirteen lakhs only) is the full and final settlement and inclusive of all the claims of the Appellant in regard to the maintenance, lumpsum alimony and residence against the Respondent.

6. It is hereby agreed and undertaken between the parties that the Respondent shall pay the amount of Rs. 13,00,000/- (Thirteen lakhs only) to the Appellant. Accordingly, the Respondent herein has handed over a Demand Draft / pay order of Rs. 13,00,000/- (Thirteen Lakhs only) bearing no. 294145 dated 27 /2/2020 drawn on Canara bank, Chunabhati branch, Mumbai 400022 in the name of the Appellant to the Appellant. The Respondent herein agrees and undertake to honour the same.

7. It is hereby agreed and undertaken between the parties that on receiving this amount of Rs 13,00,000/- (Rs Thirteen lakhs) all

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

8. It is hereby agreed and undertaken between the Appellant and the Respondent that on receiving this amount of Rs. 13,00,000/- (Thirteen lakhs only) by the Appellant the interim Order dated 20-01-2017 in Civil Application no 334 of 2016 in Family court Appeal no. 215 of 2014 passed by this Hon'ble High Court towards interim maintenance @ Rs 16,000/- for the Appellant shall come to an end. There are no arrears of maintenance payable by the Respondent to the Appellant as of today and the amounts already paid to the Appellant by the Respondent after filing of the modification application being Civil Application no 267 of 2019 shall not be claimed by him from the Appellant.

9. It is hereby agreed between the Appellant and the Respondent that the Appellant shall not have any claim of whatsoever nature in respect of the flat in the name of the mother of the Respondent by name SulochanaShantaramUtekar situated at flat no 202, Indu Ganesh Tower , near Trimurti society , SionChunabhatii, Mumbai 400022 for the past present or future after passing of the Decree of Divorce by Mutual consent and the dissolution of marriage.

10. It is hereby agreed between the Appellant and the Respondent that the Respondent shall not have any claim of whatsoever nature in respect of any immovable property or flat in the name of the mother or brother of the Appellant or Appellant at Ruparel Orion Tower, Acharya Nagar CHS, Off Eastern Express

Highway, Chembur, Mumbai for the past present or future after passing of the Decree of Divorce by Mutual consent and the dissolution of marriage.

11. It is hereby agreed and undertaken between the Appellant and the Respondent that that they have no claim of whatsoever nature against each other in respect of the person, property, both movable and immovable property or any other claim for the past present or future against each other after passing of the Decree of Divorce by Mutual consent and the dissolution of marriage.

12. 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 liability each party shall bear his/her own liability for the debts incurred in his/her own name and keep the other party indemnified.

13. It is hereby agreed and undertaken between the parties that they shall not interfere in each other's personal life after the filing of the consent terms and after the passing of the Decree of Divorce by mutual consent. Both of them shall be entitled to lead their independent life.

14. The present consent terms have been arrived at by the parties with their free will and there is no pressure or undue influence whatsoever exerted on them. The parties herein have identified each other and have also produced their Idcard.

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

Mumbai,

This 27th day of February 2020

Appellant

Respondent

Adv. for the Appellant

Adv. for the Respondent “

4. Both the parties by entering into the witness box have verified Consent Terms and have accpeted. Thus, parties have amicably settled their dispute. Clause 2 and 3 of the Consent Terms mention that the decree passed by the Family Court be set aside and instead the decree of divorce by mutual consent should be passed.

5. Consent Terms are accepted. The impugned Judgment and Decree passed by the Principal Judge, Family Court, Mumbai, in Petition No.A-1181/2011 is set aside; instead the marriage between the parties is dissolved by a decree of divorce by mutual consent. The parties shall abide by the conditions mentioned inthe Consent Terms.

6. The Appeal is accordingly disposed of.
7. Decree be drawn accordingly.
8. No order as to costs.
9. The Demand Draft of Rs.13 lakhs is handed over in Court to the Appellant by the Respondent.
10. All the pending Civil Applications are disposed of accordingly.

(SARANG V. KOTWAL, J.)

(K.K.TATED, J.)