

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Family Court Appeal NO. 6 OF 2020

With

Interim Application No.1 of 2020

In

Family Court Appeal NO. 6 OF 2020

Nikhil Chandulal Parmar

...Appellant

Versus

Mamta @ Tisha Nikhil Parmar

...Respondent

....

Mr. Jaydev Trivedi a/w. Ms. Bhupali Vaze, Advocate for the Appellant.

Mr. Anand Shinde, Advocate for the Respondent.

....

CORAM : K.K. TATED &

SARANG V. KOTWAL, JJ.

DATE : 06th FEBRUARY, 2020

P.C.

1. During pendency of this Family Court Appeal, the parties have entered into the Consent Terms dated 6.2.2020. The Consent Terms are taken on record and marked 'X' for identification. They read thus :

“IN THE HIGH COURT OF JUDICATURE AT MUMBAI

CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO. 6 OF 2020

Mr. Nikhil Chandulal Parmar

..... Appellant

Versus

Mrs. Mamta @ Tisha Nikhil Parmar

.....Respondent

CONSENT TERMS FOR OBTAINING DIVORCE BY MUTUAL

CONSENT U/S. 13-B OF THE HINDU MARRIAGE ACT,

1955

1. The Appellant & the Respondent abovenamed have agreed & consented with each other for seeking from this Hon'ble Court to set aside the impugned Judgment, Order & Decree dated

16th September, 2019 passed by Family Court at Bandra, Mumbai in Petition No.A-2574 OF 2013 and further consented to dissolve their marriage and obtain divorce by mutual consent under section 13-B of the Hindu Marriage Act, 1955 before this Hon'ble Court on following terms and conditions as enumerated herein under.

2. The Appellant & the Respondent got married on 20th April, 2008 at Sai Kutir Hall, Sai Baba Nagar, Borivali (West), Mumbai – 400 092 as per Hindu Vedic Rights & rituals and the said marriage is arranged but not registered.
3. There is no issue born out of the said wedlock between the Appellant and the Respondent.
4. The Appellant & the Respondent are admittedly staying separately with each other from the year 2010 and there is no chance of reconciliation and hence they both jointly consent for waiving of further waiting period of six months as per provision under section 13-B of the Hindu Marriage Act, 1955 and also seeks waiving of the same from this Hon'ble Court.
5. The Appellant has paid to the Respondent an amount of Rs 10,00,000/- (Rupees Ten Lakhs only) vide Demand Draft No.834602 dated 04/02/2020 drawn in favour of the Respondent's maiden name 'Mamta Vasantlal Harsora' issued by State Bank of India, Walkeshwar (04728) Branch, Mumbai towards full & final settlement & as one time lumpsum permanent maintenance. In view of the settlement vide present consent terms; as the Respondent has received the aforesaid amount of Rs 10,00,000/- (Rupees Ten Lacs Only) towards one time settlement & lump sum permanent alimony and hence she agreed that she shall not claim any other & further amount from the Appellant towards any claim, expenses, alimony, shelter whatsoever in nature for past, present & future. The Respondent has further agreed that she will not claim 'Stridhan', other belongings & residential relief against the Appellant & any of his family members.
6. The Appellant & the Respondent have agreed that they shall not claim any right, title & interest in each other's self-earned &/or ancestral movable/immovable properties for past, present & future.
7. The Appellant & the Respondent have agreed & confirmed that they shall not interfere in each other's life as well as each other's financial, professional & domestic matters in any manner whatsoever in nature.

8. The Appellant agrees & undertakes to delete the Respondent's name from his ration card and within one month he shall handover the original name removal slip to the Respondent against written acknowledgment duly signed by the Respondent.
9. The Appellant & the Respondent have agreed & undertook that they shall not use each other's Aadhar Card, Pan Card, Passport and documents related to each other's bank account if any in their possession.
10. In view of settlement the Respondent has agreed that she will not claim against the Appellant & any of his family members; her 'stridhan', belongings & residential relief. The Appellant & the Respondent agree that save & expect mentioned hereinabove no claim is pending against each other and there is no exchange of article whatsoever in nature is pending between them.
11. The Appellant & the Respondent have agreed that allegations made against each other be deemed to have been withdrawn and they further agree not to peruse & file any N.C., F.I.R., Civil & Criminal litigations (Including for defamation) against each other and/or each other's family members & relatives in respect of their marriage or anything incidental to their marriage.
12. The Appellant & the Respondent state that they have entered into the present consent terms with their own free will & consent and the same is free from any force, fraud, coercion, undue influence & misrepresentation.
13. The Appellant and the Respondent both state that their respective Advocates explained them the contents & consequences of the present consent terms and after understanding it fully; it is signed by them while in possession of sound mental & physical health.

Filed on 6th day of February, 2020 at Mumbai;

Sd/-	Sd/-
(Mamta @ Tisha Nikhil Parmar)	(Nikhil Chandulal Parmar)
Respondent	Appellant

Sd/-	Sd/-
Advocate for Respondent	Advocate for Appellant
Before me;”	

2. The Appellant and the Respondent have entered into the witness box and have confirmed the execution and truthfulness of these consent terms.

3. In view of this, Family Court Appeal is allowed in terms of the Consent Terms.

4. Decree be drawn in terms of the Consent Terms.

5. Family Court Appeal is disposed of accordingly. In view of disposal of Family Court Appeal, Interim Application No.1/2020 stands disposed of.

(SARANG V. KOTWAL, J.)

(K.K. TATED, J.)

Deshmane (PS)