

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

FAMILY COURT APPEAL NO.255 OF 2013

WITH

CIVIL APPLICATION NO.372 OF 2013

IN

FAMILY COURT APPEAL NO.255 OF 2013

Shilpa Rajiv ShahAppellant

V/s.

Rajiv Jaysukhlal ShahRespondent

WITH

FAMILY COURT APPEAL NO.22 OF 2014

Rajiv Jaysukhlal ShahAppellant

V/s.

Shilpa Rajiv ShahRespondent

Mr. D.S. Manerkar for appellant.

Ms. T.V. Chavan i/b. Mr. Pradip Chavan and Associates for respondent in
FAC/255/2013 and for appellant in FCA/22/2014.

**CORAM : K.R. SHRIRAM &
MILIND N. JADHAV, JJ.**

DATED : 7th JULY 2022

P.C. :

1 Further to order passed by this Court on 6th July 2022, parties have entered into consent terms dated 7th July 2022. The consent terms signed by appellant, respondent and their respective advocates is taken on record and marked "X" for identification. Both counsel state that appellant and respondent are present in Court and identify them.

2 Order in terms of the consent terms. All statements accepted as undertakings to this Court. All undertakings are also accepted.

3 For ease of reference, the consent terms is scanned and reproduced hereinbelow :

Tendered in Court
07/06/22
7/7/2022

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

FAMILY COURT APPEAL NO.255 of 2013

Shilpa Rajiv Shah ...Appellant

Vs.

Rajiv H. Shah ...Respondent

And

FAMILY COURT APPEAL NO. 22 OF 2014
In
Petition No. A 1428 of 2009

Rajiv H. ShahAppellant

Versus

Shilpa Rajiv ShahRespondent

CONSENT TERMS

The Appellant wife has filed the above FCA No. 255 of 2013 and the Respondent husband filed the above FCA No. 22 of 2014 challenging the Judgment and Order dated 25th October 2013. By the said Judgment Respondent husband's petition for Divorce under section 13 (1) (ib) of Hindu Marriage Act was rejected and Appellant's wife Petition for seeking maintenance under section 18 of Hindu Adoption and Maintenance Act was allowed.

During pendency of FCA 22 of 2014 and FCA 255 of 2013, the parties have settled dispute amicably as under;

Shilpa Shah
Rajiv

- a. The parties agree that the Judgment / Order dated 25/10/2013 passed by Hon^{ble} Family Court at Bandra, Mumbai in Petition No. A 2437 of 2011 be set aside and both the parties agree to dissolve their marriage solemnized on 22-01-2006 by mutual consent under section 13(b) of Hindu Marriage Act 1955 .
- b. The Respondent husband agrees and undertakes to pay the Appellant wife a total sum of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) by way of permanent alimony towards maintenance, residence, compensation and/or under any head under other laws or Acts within 6 weeks i.e. from 06-07-2022. The said amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) is also towards full and final settlement in respect of any amount or any other liability due and payable to Appellant wife. The parties agree that the total amount of permanent alimony by way of full and final settlement would be Rs. 50,00,000/- (Rupees Fifty Lakhs Only). It is agreed between the parties that till payment of Rs. 50,00,000/- the Respondent husband will pay monthly maintenance of Rs. 7,500/- to the Appellant.
- c. The Appellant wife declares and undertakes that she is ready and willing and accepts the said amount of Rs. 50,00,000/- (Rupees Fifty lakhs only) towards her maintenance, residence, compensation and/or any other

Shilpa Shoh

Asla

3

heads under any other Laws and Acts by way of full and final settlement by way of permanent alimony. After receipt of said amount Appellant wife shall not claim any maintenance under any change of circumstances.

- d. The Appellant and the Respondent hereby withdraw all ^{their respective family members.} allegations against each other voluntarily in view of this settlement. *PS-al*
- e. The parties hereto agree that there are no exchanges of whatsoever nature pending between the parties save and except mentioned in clause (b) above.
- f. The parties agree to pray to this Hon'ble Court to set aside the Judgment dated 25th October 2013 and pass Decree of Divorce by mutual consent under section 13(B) of Hindu Marriages Act dissolving their marriage solemnized on 22nd January 2006.
- g. The Respondent husband agreed to handover the original Demand Draft to the Appellant wife on the date of Decree of Divorce before this Hon'ble Court for dissolution of marriage under provisions of Section 13(B) of Hindu Marriages Act, 1955.
- h. The Appellant wife agrees to give her consent for quashing the proceedings bearing no. 1176 of 2007 pending before Hon'ble Metropolitan Magistrates' 10th

PS-al Shilpa Shukla

Court, Andheri filed under section 498A, 34 of Indian Penal Code by filing affidavit to that effect.

i. The parties agree and declare that they shall withdraw all the allegations made by them against each other and/or the respective Family members before any court of Law and/or Authorities.

j. The parties agree and undertake that they shall withdraw all the complaints made by them against each other and/or the respective family members and friends before any Court of Law and/or Authorities if any within 15 days on signing of these consent terms and the Order being passed thereon, and upon payment of entire

Shilpa Sheth
amount of Rs. 500000/- and the monthly payment of Rs. 7500/- without any fault.

Rishabh

k. The parties agree and undertake that they shall take the effective steps to withdraw all the complaints if any filed by their respective family members against either of them.

l. The parties agree, declare and undertake that they shall have no claim and any right, title and interest of any nature against each other and/or their respective family members in respect of any properties under any Act, Law and/or change of circumstances.

m. The Parties declare and undertake that they have no claim against each other in respect any articles, jewellery and any other item.

Shilpa Sheth

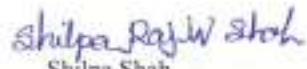
Rishabh

5

- n. The parties agree, declare and undertake that the above terms and conditions are irreversible, and neither can renege and go back on this consent terms.
- o. The parties declare that they have signed these consent terms voluntarily and having fully understood the same.

Mumbai

Date 7/7/2012


Shilpa Shah

Shilpa Shah

Appellant



Rajiv Shah

Respondent



Advocate for Appellant


T.V. Chavan

Advocate for Respondent




भारत सरकार
Unique Identification Authority of India
Government of India

नवीकरण संख्या / Enrollment No. 20950951101007

15201018

शिल्पा डी शर्मा
 Shilpa D. Sharma
 FLAT NO-491, VIKRANT URBAN
 MIDC-2
 NEAR STATE BANK OF INDIA BUILDING, 1ST ST
 MIDC,
 Kharak Road, Kharak, Varad
 Maharashtra 400007
 9876420941

987 642 0941, 20950951101007, 15201018

 5A065445823F7



आपका आधार क्रमांक / Your Aadhaar No. :

7489 7732 7025

माझे आधार, माझी ओळख

15201018


भारत सरकार
Government of India
 शिल्पा डी शर्मा
 Shilpa D. Sharma
 FLAT NO-491, VIKRANT URBAN
 MIDC-2
 NEAR STATE BANK OF INDIA BUILDING, 1ST ST
 MIDC,
 Kharak Road, Kharak, Varad
 Maharashtra 400007
 9876420941




7489 7732 7025

माझे आधार, माझी ओळख

Shilpa Rajiv Shah.



4 Ms. Chavan states that even though in the consent terms the time is provided of six weeks, 50% will be paid latest by today. Ms. Chavan states that if appellant gives the bank account details, the amount can be

even transferred into her account by NEFT. Mr. Manerkar, on instructions, states that respondent can issue a cheque for Rs.25 lakhs today and he does not want any amount by NEFT. Mr. Manerkar states that even a demand draft can be issued. Ms. Chavan states that the remaining amount will be paid within four weeks. Ms. Chavan states that if respondent is able to arrange for the money earlier than four weeks, that amount will also be handed over by way of demand draft. Statements accepted as undertakings to this Court.

5 Upon the entire amount being paid, as mentioned in the consent terms, appellant shall file the necessary undertakings etc. After the entire amount is paid, decree to be drawn up as per the consent terms read with this order.

6 Mr. Manerkar, on instructions assures the Court that once the amount is paid, whatever affidavit is required to be filed by appellant for quashing of the proceedings filed against respondent and his family under Section 498A of the Indian Penal Code, such affidavit shall be provided within one week of the entire amount being paid.

7 Both appeals disposed in terms of the consent terms. Interim application, if any, also stands disposed.

8 No order as to costs. Certified copy be expedited.

9 Liberty is granted to appellant to apply in case the amounts are not paid.

(MILIND N. JADHAV, J.)

(K.R. SHRIRAM, J.)