

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
IN ITS APPELLATE CIVIL JURISDICTION
FIRST APPEAL NO.380 OF 2022
IN
S.C SUIT NO.1884 OF 2017

- | | | | |
|----|--|---|------------|
| 1. | Chavi Jain aged 12 Years |) | |
| 2. | Moksham Jain Aged 11 Years |) | |
| | Both represented by Manisha Jain |) | |
| | being natural guardian as Mother |) | |
| 3. | Manisha Vishal Jain |) | |
| | Age 32 years, Occupation:-Professional |) | |
| | Residing at 101, 1 st floor, Siddesh Apartment) | | |
| | 2 nd Khattar Galli, Dr.B.J Marg |) | |
| | Mumbai:-400 004. |) | Appellants |

Versus

- | | | | |
|----|--|---|--|
| 1. | Mahendra Roopchand jain |) | |
| | Aged 62 years, Occ:- Business |) | |
| | Hindu (Jain), Residing at 101, |) | |
| | 1 st floor, Siddesh Apartment) |) | |
| | 2 nd Khattar Galli, Dr.B.J Marg |) | |

Mumbai:-400 004.)

2. Vishal Mahendra Jain)

Aged 36 Years, Occ:- Service)

Residing at 101, 1st floor, Siddesh Apartment)

2nd Khattar Galli, Dr.B.J Marg)

Mumbai:-400 004.) Respondents

CONSENT TERMS BETWEEN APPELLANTS AND
RESPONDENTS:-

The Appellants and Respondents have arrived at an amicable settlement between them and desire to record the agreed terms and conditions more particularly mentioned hereunder:-

1. It is agreed and confirmed that the residential Flat No.101, on the 1st floor, admeasuring 217 sq.ft. carpet area of the building known as Siddhesh Apartment, 2nd Khatter Galli, Dr. B.G. Marg, Mumbai:-400004 is owned by Respondent No.1 and one Mr.Uttamkumar Roopchand Jain jointly (hereinafter for the sake of brevity referred to as the '**said Flat No.101**').
2. By consent of parties the Court Receiver, High Court Bombay will stand appointed in respect of Flat No.101, on the 1st floor,

admeasuring 217 sq.ft. carpet area of the building known as Siddhesh Apartment, 2nd Khatter Galli, Dr. B.G. Marg, Mumbai:-400004. The cost/ expenses/ charges of the Court Receiver to borne and paid by the Respondent No.1 alone.

3. It is agreed that presently Appellant Nos.1, 2 & 3 are residing in the said Flat No.101 and they shall be allowed to continue to occupy the said Flat No.101 without any hindrance or obstruction from the Respondents or the said Uttamkumar Roopchand Jain for a period i.e. upto 31st May, 2024 as Agents of the Court Receiver without payment of Royalty.
4. That pursuant to consent terms dated 11/07/2018 filed in S.C Suit No.1884 of 2017 in the Hon'ble City Civil Court at Mumbai the Respondents have agreed to pay sum of Rs.25,00,000/- to the Appellant No.3 towards permanent alimony and towards all her claims against the Respondents. Out of the said sum of Rs.25,00,000/- the Respondent No.1 has paid sum of Rs.12,50,000/- at the time of signing the consent dated 11/07/2018 and balance sum of Rs.12,50,000/- as per the said consent terms dated 11/07/2018 will be paid by the Respondent No.1 at the time of execution of present consent

terms by cheque. The Respondent No.1 undertakes to honor the said cheque. The Appellant No. 3 confirms that she shall have no claim of any nature whatsoever against Respondents in future.

5. The Respondents have agreed and undertaken to provide permanent alternate accommodation in the name of children of the Appellant No.3 and Respondent No.2 i.e. Appellant Nos.1 & 2 on ownership basis in the form of a residential Flat having 1 Bedroom, Hall and Kitchen in a residential building in good vicinity having complete Occupation Certificate. The said Flat will be provided on the Western Line of Railways upto Virar, preferably between Borivali and Bhayander. The preference is only for the sake of convenience and Appellants should not insist on the same.
6. It is agreed that once the residential flat as provided in clause No. 5 above is purchased and registered in the name of Appellant Nos.1 & 2, the Respondents shall intimate the same in writing along with the copy of agreement of flat to the Appellants and thereafter the Appellants shall vacate and hand over peaceful possession of the aforesaid Flat No.101 and shift

to the newly purchased permanent alternate accommodation within 45 days from the date of such intimation. The Appellants will not be entitled to seek any extension of time to vacate and hand over possession of the said Flat No.101 to the Respondent No.1. In the event the Appellants fail to vacate and hand over the peaceful possession of the said Flat No.101 within the period of 45 days from the date of intimation of purchase by the Respondent No.1 the Court Receiver, High Court Bombay will be entitled to take possession of the said Flat No. 101 from the Appellants and hand over the same to the Respondent No. 1. That after handing over possession of the said Flat No.101 to the Respondents the Court Receiver, High Court, Bombay will stand discharged.

7. The Respondents agree and undertake to pay sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) for the benefit of Appellant Nos.1 & 2 towards their one time maintenance for food, clothing, medicine, education etc. The said amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) will be paid by the Respondents as under:-

- i) Rs.10,00,000/- to be transferred in the Bank Account of the Appellant No.3 for benefit of Appellant No.1 at the time of handing over possession of Flat No.101 to the Respondent No.1 on or before 31st May, 2024;
 - ii) Rs.10,00,000/- to be transferred in the Bank Account of the Appellant No.3 for benefit of Appellant No.2 at the time of handing over possession of Flat No.101 to the Respondent No.1 on or before 31st May, 2024 (Nominee Appellant No.3)
8. It is agreed that custody of the children namely Appellant Nos.1 & 2 shall be exclusively with Appellant No.3.
9. The Respondent No.2 has given consent for making necessary Applications, Affidavits, documents by Appellant No.3 for changing the name of children from Chavi Vishal Jain to Chavi Manisha Jain and from Moksham Vishal Jain to Moksham Manisha Jain in all Government/School records etc.. The Respondent No.2 has further given the absolute authority to the Appellant No.3 to sign on his behalf on all relevant papers if any needed pertaining to children School/College admissions or for making of any Government documents etc. This present

Consent Terms to be treated as absolute authority for the aforementioned purposes from Respondent No.2 to Appellant No.3, and Respondent No.2 has No Objection for the same.

10. The Respondents agree to delete the names of Appellant Nos.1, 2 & 3 from the Ration card standing today in the joint family name having address at 22, Kalyan Building, Room No. 39 and 40, 2nd floor, K.M. Zaveri Marg, Kumbhartukda, Bhuleshwar, Mumbai-400002, in order to enable Appellant Nos.1, 2 &3 to apply for fresh Ration Card in their names at address of said Flat No.101. The said arrangement is arrived at with the intention to remove any hurdles with respect to admission of Respondent No. 1 and 2 in the college/ institute. The Appellant No. 3 undertakes to delete the address of the said Flat No.101 from the Ration Card of the Appellants at the time of vacating the said Flat No.101 after receiving intimation in respect of permanent alternate accommodation as provided in Clause No. (6) aforesaid. The Respondents agreed and undertake to comply with the above condition of deleting names of Appellant No.1, Appellant No.2 and Appellant No.3 from ration card and

handover receipt/ proof of deletions of names from ration card within 15 days from the date of present Consent Terms.

11. It is agreed that the Respondent No.2 and Appellant No.3 will file necessary Application before the Family Court for converting the M.J. Petition No.A-558 of 2017 into a Petition for Divorce by Mutual Consent as per Section 13(b) of Hindu Marriage Act. The Appellant No.3 and Respondent No.2 undertakes to remain present before the Family Court as and when required and obtain the Decree of Divorce by Mutual Consent.
12. All the allegations made by both the parties against each other in the present case as well as in any other case to stand withdrawn. All other Court Cases if any including Applications made before the judicial or quasi-judicial authority as well as Police complaints or any other complaints filed by any of the parties will stand withdrawn against the execution of present Consent Terms.
13. The Appellants agrees that they shall not claim any right, title or interest of any nature in respect of the said Flat No.101, on the

1st floor, admeasuring 217 sq.ft. carpet area of the building known as Siddhesh Apartment, 2nd Khatter Galli, Dr. B.G. Marg, Mumbai:-400004.

14. The parties herein have read and understood the terms and conditions of the present Consent Terms and are executing at their own free will and without any pressure or coercion of whatsoever.
15. The present First Appeal is disposed off in terms of the present Consent Terms.

Dated this day of December, 2022

Appellant No.1
(Manisha Jain Appellant
No.3 herein being Mother
and the Natural Guardian of
Appellant No.1)

Appellant No.2
(Manisha Jain Appellant
No.3 herein being Mother
and the Natural Guardian of
Appellant No.2)

Advocates for the Appellants

Appellant No.3

Advocate for the
Respondent No.1

Respondent No.1
Mahendra Roopchand Jain

Advocate for the
Respondent No.2

Respondent No.2
Vishal Mahendra Jain

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

IN ITS APPELLATE CIVIL JURISDICTION

FIRST APPEAL NO.380 OF 2022

IN

S.C SUIT NO.1884 OF 2017

Chavi Jain & Others Appellants

Versus

Mahendra Roopchand Jain & Ors Respondents

CONSENT TERMS

DATED THIS DAY OF ' 2022