

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

**FAMILY COURT APPEAL NO.162 OF 2009**

Devdatt Mangesh Sukthankar .....Appellant

Vs.

Anita Devdatt Sukthankar .....Respondent

----

Mr. Ajit S. Hodage a/w. Mr. Sudam S. Patil i/b. Mr. Prashant G. Karande for appellant.

Mr. Vishal Kanade i/b. Mr. Sanjay Gawde for respondent.

----

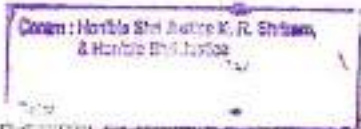
**CORAM : K. R. SHRIRAM &  
KAMAL KHATA, JJ.**

**DATED : 7<sup>th</sup> DECEMBER 2022**

**PC. :**

1 Parties have amicably resolved their differences and tendered minutes of consent terms dated 7<sup>th</sup> December 2022. The minutes of consent terms signed by appellant, respondent and their respective advocates is taken on record and marked "X" for identification. Appellant is present in Court and identified by Mr. Hodage. Respondent is not present in Court due to medical issues and Mr. Kanade informs the Court that respondent has signed in the presence of Mr. Sanjay Gawde and in his presence (he saw respondent sign over video conferencing). Ms. Esha Sukthankar, the daughter of appellant and respondent is present in Court. Ms. Esha Sukthankar states that respondent lives with her and she was present when respondent signed the minutes of consent terms. In confirmation thereof, Ms. Esha Sukthankar has also signed the minutes of consent terms.

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

  
 WITHOUT PREJUDICE SETTLEMENT DRAFT  
 IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
 APPELLATE CIVIL JURISDICTION  
 FAMILY COURT APPEAL NO. 162 OF 2009

X / 7/12/2009

DIST. MUMBAI

Devdatt Mangesh Sukthankar .. Appellant  
 Vs  
 Anita Devdatt Sukthankar .. Respondent

**MINUTES OF CONSENT TERMS**

- 1) The Appellant and the Respondent have by consent settled their matrimonial dispute out of Court on following terms:-
  - a) The Appellant and the Respondent jointly agree and pray to this Hon'ble Court to convert Family Court Appeal No. 162 of 2009 preferred against decree dated 30<sup>th</sup> July 2009 in Petition No. A-1548 of 2007 into a Petition for divorce by mutual consent as provided under Section 13-B of the Hindu Marriage Act, 1956.
  - b) The Respondent agrees and undertakes not to claim any maintenance - past, present, and future from the Appellant.
  - c) The Appellant confirms and undertakes that his residential accommodation viz. Flat No. 1004 admeasuring about 533 square feet situated on 10<sup>th</sup>



ADS

floor of Celestial at Final Plot No. 201, Gokhale Road (North), Dadar (W), Mumbai 400028 shall belong to his daughter "Esha D. Sukthankar" as an absolute owner after death of the Appellant and there is no charge of whatsoever nature on said flat No. 1004 and the Appellant agrees, undertakes not to create any rights, encumbrance, charge on said Flat No. 1004 till his death.

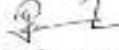
- d) The Appellant and the Respondent hereby withdraws all allegations, charges, complaints made against each other.
  - e) The Appellant and the Respondent submit that their marriage has failed irretrievably and despite efforts made, reconciliation the same could not bring any settlement between them and as such dissolution of their marriage by mutual consent is the only remedy. The Appellant and the Respondent are not residing together since last more than 25 years.
  - f) The Respondent has already received all her gold ornaments, costly items and belongings and has no grievance about the same.
  - g) The Appellant and the Respondent submit that there is no collusion or connivance between them in presenting the consent terms.
- 2) The Appellant and the Respondent therefore pray that their marriage solemnized on 18<sup>th</sup> December 1986 be treated as dissolve by mutual consent as provided under Section 13B of the Hindu Marriage Act, 1956.
- 3) No order as to costs



A.D.S

Dated this 07<sup>th</sup> day of December, 2022

Identified by me,



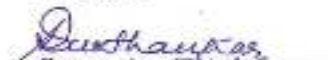
Advocate for the Appellant



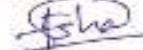
Advocate for the Respondent



Appellant

  
Respondent 07/12/2022

Identified by me



Esha Sukthankar

(daughter)

07/12/2022

Identified by me the  
signature of the Esha Sukthankar



(Sanjay S. Gaudle)

Advocate for the  
Respondent.

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

4           Mr. Hodage, on instructions states that Ms. Esha Sukthankar has not been made a nominee because the society, after redevelopment, is yet to be formed. At the same time, Mr. Hodage states that in the Permanent Alternate Accommodation Agreement with the developer, name of Ms. Esha Sukthankar has been shown as a nominee entitled to 100% of the share in the flat and undertakes that this will not be altered. Mr. Hodage states that a copy of the Permanent Alternate Accommodation Agreement will be made available to Ms. Esha Sukthankar during the course of this week. Statement accepted.

5           The marriage solemnized on 18<sup>th</sup> December 1986 between appellant and respondent stands dissolved by mutual consent.

6           Drawn up decree be expedited.

7           Appeal disposed. No order as to costs.

8           All to act on authenticated copy of this order.

**(KAMAL KHATA, J.)**

**(K. R. SHRIRAM, J.)**