

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FAMILY COURT APPEAL NO.181 OF 2018**

Jinal R. ShahAppellant

V/s.

Vishawanath E. ParabRespondent

Ms. Priya Rombade-Ghosalkar a/w. Ms. Aditi Motwani i/b. Deven Dwarkadas and Partners for appellant.

Mr. Jogendra Thakur for respondent.

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

DATED : 1st JULY 2022

PC. :

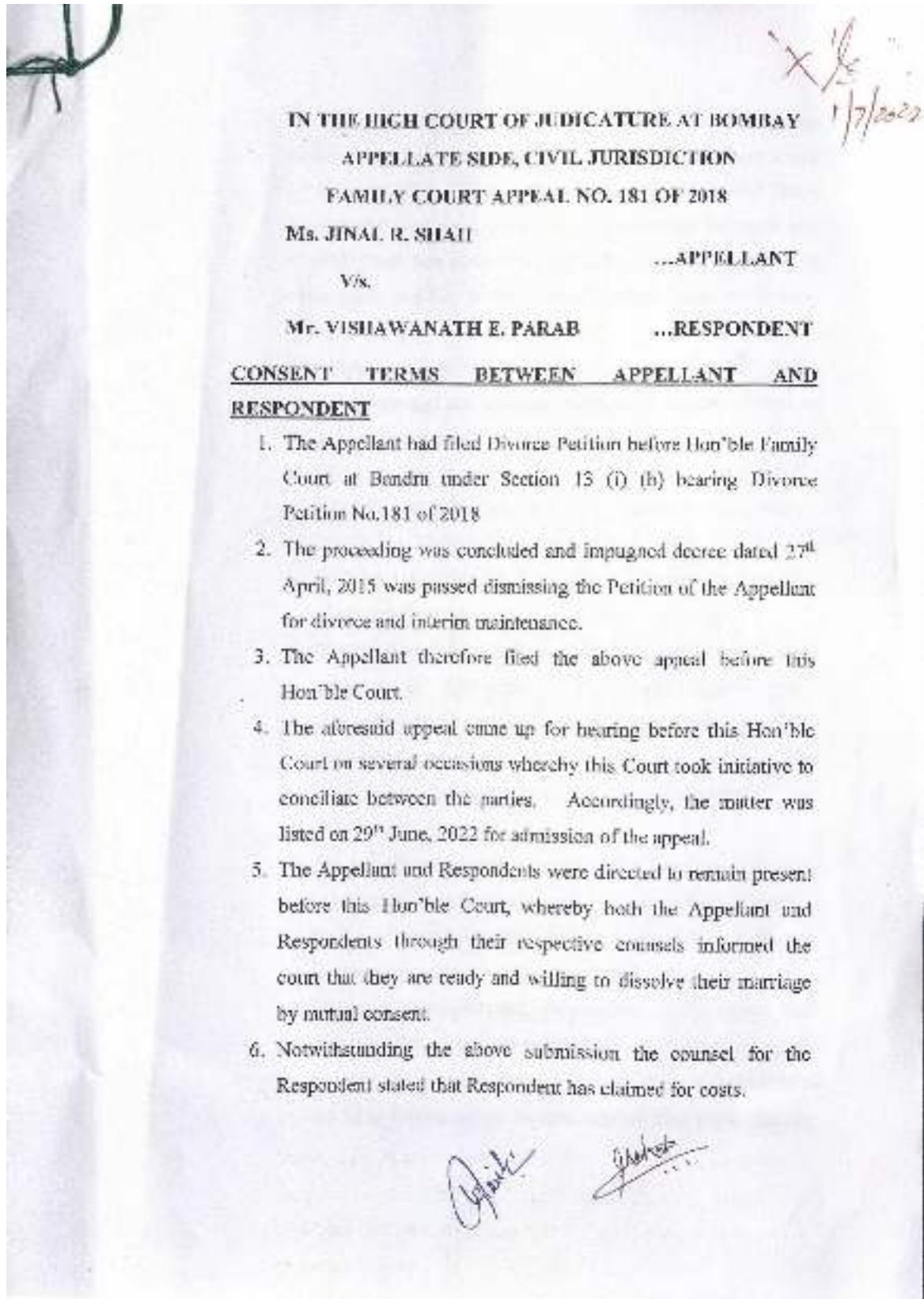
1 Parties have amicably settled the matter. The consent terms signed by appellant, respondent and their respective advocates is taken on record and marked "X" for identification.

2 Mr. Thakur confirms receiving the cheque mentioned in paragraph 8(a) of the consent terms. Ms. Rombade-Ghosalkar on instructions from appellant assures the Court that the cheque will be honoured on presentation. The assurance is accepted as undertaking to this Court.

3 All statements are accepted as undertakings to this Court. All undertakings are also accepted.

4 Appellant and respondent, who are present in Court, state that they withdraw all allegations against each other made in the Family Court proceedings and the evidence filed in those proceedings.

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



7. The Appellant to buy peace and put an end to the litigation without prejudice to appellant's contentions agreed to pay a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) towards full and final settlement. Considering the same this Hon'ble Court was pleased to pass Order directing the parties to draw terms and file it before this Hon'ble Court on 1st July, 2022.

8. The Appellant and the Respondent have settled all claims between them and are therefore filing these Consent Terms on the following terms and conditions:

- a) The Appellant is tendering / handing over a cheque of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) bearing *Justice* Cheque No. 274564, drawn dated 1st July, 2022 from SBI Bank *Justice*
- b) Both the Appellant and respondent hereby agree to withdraw all allegations made against each other.
- c) Both the Appellant and respondent states and declare that, by execution of this consent terms both Appellant and Respondent have relinquished their rights from movable or immovable property/ies of each other and /or any claim whatsoever in future from and against them before any Court of law.
- d) The Appellant and respondent shall not claim any right, title and interest in each other's and / or each other's parents' / family members' properties ever in future. Whether existing for now or accruing or being discovered in future.
- e) Both the Appellant and Respondent hereby agree and undertake that, they have surrendered, waived and foregone, all their future rights to claim alimony and /or maintenance and have further agreed to surrender all their rights for any



maintenance/alimony subsistence from each other and / or each other's parents / family members and vice versa.

- f) Appellant state that, there is no exchange of any sorts (including Stridhan, valuables, articles, utensil, documents, etc.) pending between them. The Appellant hereby undertakes that she will not claim or demand her stridhan, valuables if any which lie in the custody of the Respondent.
- g) Both the Appellant and Respondent state that, they will not interfere in their future life personally and / or socially.
- h) It is agreed between both the Appellant and Respondent that they will not take any action as per Civil, Criminal or any law or otherwise against each other and / or each other's parents / family members for any dispute, grievances, complaints etc. which arose during their cohabitation and existence of marriage.
- i) Both the parties agree and undertake that nothing is pending to exchanges and both the parties waving off their rights on moveable and immovable properties of each other permanently.
- j) Both the parties shall not file civil or criminal cases against each other based on past events in respect of this marriage.
- k) Both the parties shall not interfere in each other's personal life directly or via social media in future. That after the divorce both the Appellant and respondent will be free to marry and neither will the Appellant nor will the Respondent interfere in each other's life.
- l) It is hereby agreed between both the Appellant and Respondent that after obtaining decree for divorce by Mutual Consent, both the Appellant and Respondent will be free to



marry or not to marry as per his/her own free will and wish and the other party will not object such act i.e. both Appellant and Respondent will not object to the Re-marriage of the other and both the Appellant and Respondent shall have no claim of whatsoever nature on each other after the dissolution of the said marriage by Mutual Consent

m) The Appellant and Respondent assure this Hon'ble Court that this consent terms are not obtained by any force, fraud or undue influence by any of the parties upon each other.

n) In view of the above-mentioned consent terms there shall be no further claims of whatsoever nature against each other in future.

o) The Appellant and Respondent hereby humbly prays to this Hon'ble Court that:-

- (i) The marriage between the Appellant and respondent solemnized on 13/05/2013 be dissolved by a decree of divorce.
- (ii) Any other relief as Hon'ble Court may deem, fit and proper may kindly be passed.

Filed in Court on 01/07/2022.


Adv. for Respondent


Adv. for Appellant


Appellant


Respondent

6 Order in terms of the consent terms. Appeal disposed accordingly.

- 7 Decree be drawn up in terms of the consent terms.
- 8 Certified copy be expedited.

(MILIND N. JADHAV, J.)

(K.R. SHRIRAM, J.)