

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

**CIVIL APPLICATION NO.244 OF 2019
IN
FAMILY COURT APPEAL NO.45 OF 2021**

Mrs. Pallavi Kanchan KharatApplicant

V/s.

Mr. Kanchan Ravindra Kharat ...Respondent

**INTERIM APPLICATION NO.1044 OF 2019
IN
FAMILY COURT APPEAL NO.45 OF 2021**

Mr. Tushar Sonawane i/b Mr. Prashant Hagare for Applicant/Appellant
Mr. Shashank c. Mangle for Respondent
Mrs. Pallavi Kanchan Kharat, Appellant present
Mr. Kanchan Ravindra Kharat, Respondent present

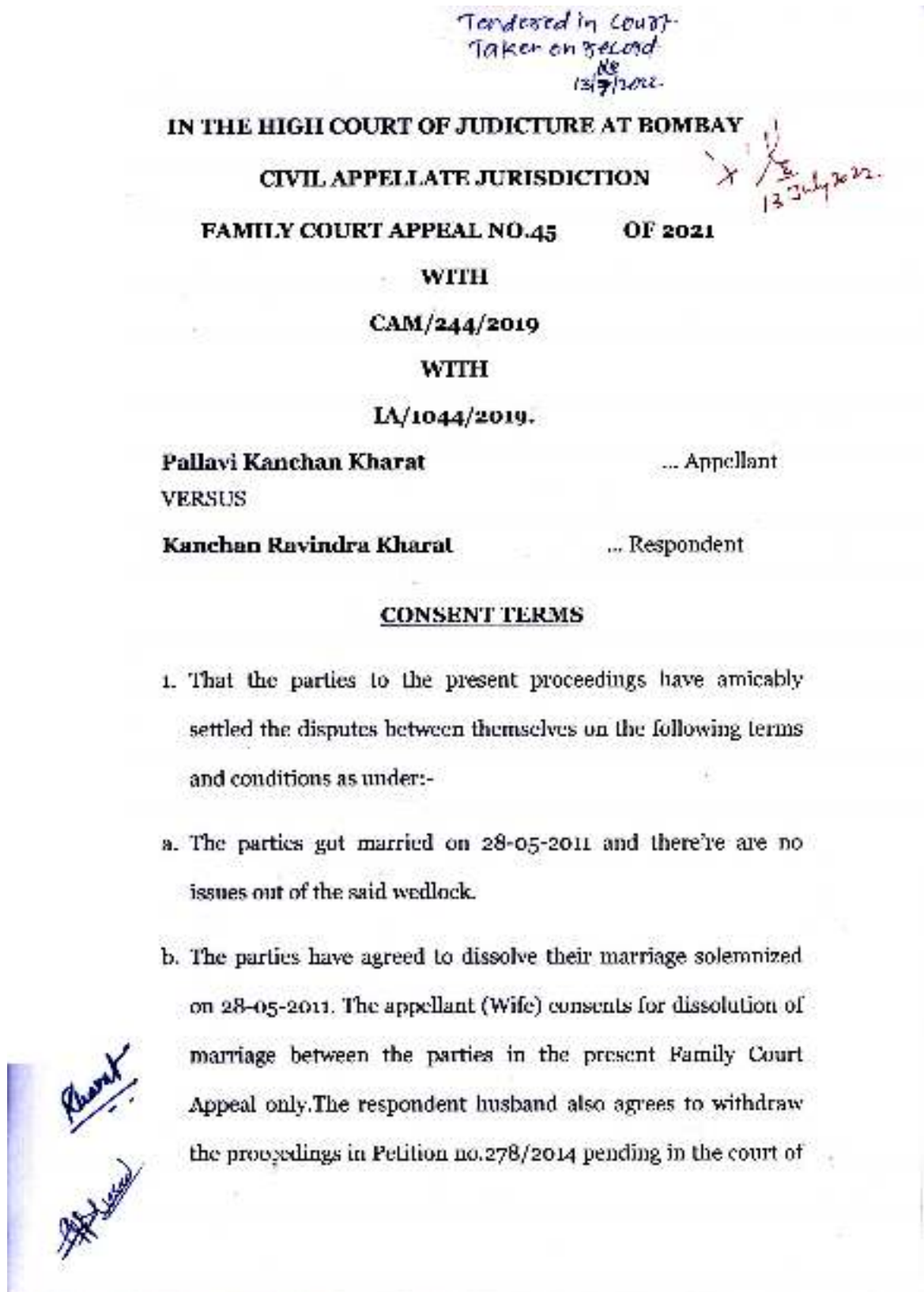
**CORAM : K.R. SHRIRAM &
MILIND N. JADHAV JJ**

DATED : 13th JULY 2022

P.C. :

1 Parties have amicably settled the matter and tendered consent terms dated 13th July 2022. Consent Terms signed by appellant, respondent and their respective advocates is taken on record and marked "X" for identification.

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



Civil Judge Senior Division ,Pune in view of decree of Divorce by mutual consent passed by this Hon'ble Court in the present Family Court Appeal.

c. The parties state that they have not filed any complaints against each other of whatsoever nature.

d. It is further agreed that except for the terms mentioned hereinafter all the claims of whatsoever nature including, Alimony Stirdhanetc are given up by both the parties and there will be no demand of whatsoever nature by the parties against each other and or their family members.

e. The parties agree and undertake that the flat bearing number 1104 Uttam Townscapes Bldg No 2 Wing D 3 Opp. Serene Hospital Yerwada Pune 411006admeasuring about 980 Sq. Feet (Property ID no.0/1/02/02661261) is jointly owned by the parties . The husband /respondent agrees to transfer the same in the sole name of the wife/appellant herein as and by way of permanent Alimony . By signing these consent terms , the husband hereby authorizes wife (appellant) to sign the relevant documents for the purpose of transfer of the said flat & the Home loan account in her name including signing the document of transfer /release deed/relinquishment deed before the office

of Sub-Registrar of Assurances & before the Concerned Co-operative Housing society. The cost of the said transfer if any to be borne by appellant wife. The husband has relinquished all right, title & interest including right to possess in the said suit flat permanently & herein declared that he has no right of whatsoever nature in the same. The husband further agrees to waive off any such claim against the wife with regard to the payment of EMI or any other payment made in the homeloanaccount(No. 604294329 , HDFC Bank Branch at Yerwada ,Pune.) of said suit flat till July 2022 & the husband shall not claim any such amount by way of recovery of any nature from the wife. The same shall be deemed to be merged in the same in lieu of the settlement in the present matter. ✓

- f. It is further agreed that the remaining equated monthly installments in respect of the loan taken by the parties jointly for the purchase of the said flat will be entirely borne by the appellant henceforth. The respondent will not be responsible or liable in any manner towards the said equated monthly instalments payable towards the said loan from the date of present consent except the payment of Rs. 3 lakhs payable to Appellant. The said amount of Rs. 3 lakhs is to be paid by the

present respondent to the appellant by demand draft on or before 05-08-2022.

- g. The appellant undertakes to complete all necessary formalities for transfer of the said flat and the Home loan account maintained with the H. D. F. C. Bank Branch Yerwada Pune, in her name within the period of 2 months from today and the husband/ respondent will extend all the cooperation in that regard.
- h. The appellant agrees and undertake that the wife/appellant has given up all the rights title and interest in the property of the husband/respondent and/or his family members and the wife/appellant further undertakes that she shall not claim any right title or interest in the property of husband/respondent and /or his family members under any Act/Law and/or under any change of circumstances in future.
- i. The respondent agrees and undertake that the husband / Respondent has given up all the rights title and interest in the property of the wife/ appellant and/or her family members and the Husband/ Respondent further undertakes that he shall not claim any right title or interest in the property of Wife/

Kumar

[Signature]

Appellant and /or her family members under any Act/Law and/or under any change of circumstances in future.

j. The appellant wife declares and undertake that henceforth the wife/appellant will not use the name of husband/respondent in any regard including personal and official purposes and shall take necessary steps to change the same as required under the law within 2 months from today .

k. It is agreed between the parties that the Joint Accounts in the name of the parties maintained with Saraswat Bank Ltd. Branch Vishrantwadi will be closed. The Fixed deposit account maintained by the parties to the tune of Rs. 1 Lac in the said bank will be foreclosed and the appellant will be entitled to receive the principal amount together with interest accrued thereon and the respondent will not claim any rights in that regard. The concerned bank to issue TDS certificate in relation to the said Fixed deposit in the name of appellant. ✓

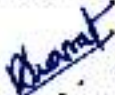
l. The TVS Wego scooter bearing No. M H 14 DK 127 which is in possession of the present applicant is registered in the name of father of the present respondent. The applicant will make necessary arrangement at her cost, for transfer of the said registration alongwith the insurance, in the name of the

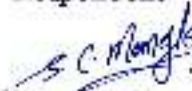
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applicant within the period of 2 months and the respondent will extend all co-operation in that regard. The respondent will handover the transfer application duly signed by the father of the respondent, No Objection Certificate & duly signed Adhar Card of father of the respondent to the appellant so as to enable the appellant to effect the transfer in RTO.

- m. The parties have signed the present undertaking/ consent terms without any force and coercion and the parties have understood the consequences of the same.

Mumbai Dated 13-07-2022


Respondent


Adv. For Respondent

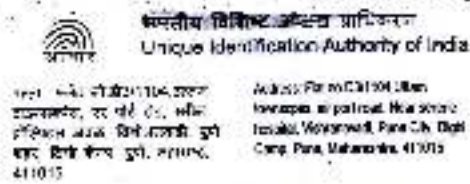

Appellant


Adv. For Appellant



आधार - सामान्य माणसाचा अधिकार

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3 Order in terms of consent terms. All undertakings accepted. All statement accepted as an undertaking to this court.

4 The marriage between appellant and respondent is hereby dissolved by mutual consent. Decree be drawn up accordingly.

5 Appellant and respondent once again informed the court that the

allegations against each other stand withdrawn.

6 The authorisation in paragraph 1(e) by respondent-Kanchan R. Kharat to appellant – Pallavi K Kharat should be accepted by the concerned authorities to transfer respondent's share in the flat mentioned in the said paragraph in favour of appellant. By virtue of paragraphs 1(e) and 1(f), HDFC Bank shall transfer loan account in the name of appellant and all EMI and other charges after July 2022, i.e., from August 2022 shall be paid solely by appellant-Pallavi K Kharat and respondent- Kanchan R Kharat shall not be liable to HDFC Bank. HDFC shall have no claim against Kanchan R. Kharat for any dues against the flat mentioned in paragraph 1(e) for any amount payable from August 2022. Appellant – Pallavi K Kharat undertakes to sign all documents required for HDFC Bank to convert the account into her sole name and if there are any charges or penalty payable to, also pay for the same.

7 Saraswat Bank Ltd. shall issue the TDS certificate in favour of appellant-Pallavi K Kharat as provided in paragraph 1(k).

8 Undertaking of Mr. Mangle on instructions from respondent-Kanchan R Kharat to withdraw the petition no.278 of 2014 pending in the court of CJSD, Pune, within two weeks from today, is accepted.

9 Family Court Appeal accordingly stands disposed in terms of consent terms.

10 In view of the disposal of the Family Court Appeal, Interim

Application No.1044 of 2019 and Civil Application No.244 of 2019, do not survive and accordingly stand disposed.

(MILIND N. JADHAV, J.)

(K.R. SHRIRAM, J.)