

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO.221 OF 2016
WITH
CIVIL APPLICATION NO.1 OF 2017
WITH
FAMILY COURT APPEAL NO.222 OF 2016
WITH
CIVIL APPLICATION NO.16 OF 2017

Ramchandran Venkatraman Ayyar ...Appellant
Vs.
Mrs. Sonali Ramchandran Ayyar ...Respondent

WITH
FAMILY COURT APPEAL NO.70 OF 2018
WITH
CIVIL APPLICATION NO.43 OF 2017
WITH
FAMILY COURT APPEAL NO.67 OF 2018

Sonali Ramchandran Ayyar ...Appellant
Vs.
Ramchandran Venkatraman Ayyar ...Respondent

Mrs. Shubhada Gokhale a/w. Abhaysingh Shinde for the Appellant in FCA No.70/2018 and 67/2018 and for Respondent in FCA No.221 and 222/2016.

Mr. Rohan Cama i/b Ms. Sapna Raichure for the Appellant in FCA 221 and 222/2016 and for the Respondent in FCA 70/2018 and 67/2018.

**CORAM : NITIN JAMDAR &
SHARMILA U. DESHMUKH, JJ.**

DATED : 21 OCTOBER 2022.

P. C. :

Heard learned Counsel for the parties.

2. These four Appeals between the husband and wife are admitted. They are circulated on a praecipe of the Appellant-wife for disposal of the Appeals in the light of the Consent Terms, the parties have arrived at. The Appeals came up on board on 19 October 2022 and they were adjourned to be listed for filing Consent Terms. The learned counsel for the parties states that the parties have resolved their dispute and have agreed that the parties will file a petition for divorce by mutual consent under section 13 (B) of the Hindu Marriage Act, 1955 before the Family Court. These Appeals arise from the orders passed relating to maintenance and property which issue the parties have now resolved. The learned counsel for the parties state that the Appeals be disposed of in terms of Consent Terms.

3. Consent Terms are taken on record and marked "X". For the sake of convenience, the Consent Terms are reproduced as under:

"The parties to the present litigation have with the intervention of friends and well wishers resolved the disputes between them on the following terms which are

recorded by consent of parties:

- 1. The Appellant in Family Court Appeal No.221 of 2016 and Family Court Appeal No.222 of 2016 i.e. Ramchandran Ayyar (hereinafter referred to as “**Ramchandran**”) shall make payment to the Appellant in Family Court Appeal No.67 of 2018 and Family Court Appeal No.70 of 2018 i.e. Sonali Ayyar (hereafter referred to as “**Sonali**”) of the following sums in full and final settlement of all/any claims that she may have for herself personally, or on behalf of their daughter Neha:*
- 2. Rs.4,00,000/- (Rupees four lakhs) to be paid on or before 30th November, 2022.*
- 3. Rs.4,00,000/-(Rupees four lakhs) to be paid on or before 15th January, 2023.*
- 4. Rs.4,00,000/-(Rupees four lakhs) to be paid on or before 28th February, 2023 and*
- 5. Rs.3,00,000/-(Rupees Three lakhs) to be paid on or before 30th April, 2023*
- 6. Towards the above payment Ramchandran has handed over to Sonali four cheques bearing numbers 000003, 000004, 000005 and 000006 drawn on Bank of Baroda which Sonali is at liberty to deposit on the date endorsed upon the said cheque. Ramchandran undertakes to pay the said amounts without any default and to ensure that the cheques will be cleared upon presentation.*
- 7. Ramchandran is presently shown in the records of the Poonam Darshan Co-operative Housing Society as the 100% owner of Flat No.306, C Wing, Poonam Darshan, Mahakali Road, Andheri, (East) Mumbai-400093(hereinafter referred to as the “**said flat**”) By the impugned order dated 19th July, 2016 it was declared that Sonali has a 50% share in said flat, which was challenged by Ramchandran. The parties have agreed that as and by way of a full and final settlement, Ramchandran shall on or before 30th November, 2022 execute and register a Gift*

Deed (the draft of which will be prepared by Ramchandran and forwarded to Sonali on or before 7th November, 2022) by which he shall gift to Sonali his entire 100% share in the said flat. The stamp duty and registration charges for the transfer of the 100% share vide the said Gift Deed shall be borne exclusively by Ramchandran. Ramchandran and Sonali both undertake to cooperate in the execution and registration process, and to appear before the concerned Sub Registrar of Assurances for the purpose of registration and admitting execution on the date indicated by Ramchandran to Sonali on or before 30th November, 2022. The Society shall hand over the original Share Certificate to Sonali on 7th November, 2022 which Sonali shall make available to Ramchandran for the purpose of Registration of the Gift deed if so need. Ramchandran shall submit all the documents for transfer of the said flat and for inserting Sonali's name in the Share Certificate on or before 15th December, 2022, and will co-operate in all respects for giving effect to the transfer in the society's records.

8. *Additionally, Ramchandran shall make the following payments towards the education fees of Neha who is presently pursuing her MBA at S.P. Jain Institute of Management & Research:*

9. *a sum of Rs.9,31,000/- in respect of the first year charges for Neha's MBA, hostel and mess. This sum shall be paid to Sonali, who has paid the sums already, on or before 31st October, 2022. Upon execution of the present Consent Terms, Ramchandran has handed over to Sonali a postdated cheque in the name of Sonali for a sum of Rs.9,31,000/- dated 31st October, 2022. On or before 28th October, 2022, Ramchandran shall forward to Sonali, a demand draft/pay order for the aforesaid sum of Rs.9,31,000/- and simultaneously take return of the cheque handed over by Ramchandran. In the event that Ramchandran elects not to forward a pay order/demand*

draft, Sonali will be at liberty to encash the cheque on 31st October 2022.

10. a sum of Rs.14,44,000/- towards the second year charges for Neha's MBA, hostel and mess. This sum shall be paid on or before 15th April, 2023. Upon execution of the present Consent Terms, Ramchandran has handed over to Sonali a postdated cheque in the name of Neha for a sum of Rs.14,44,000/- dated 15th April, 2023. On or before 13th April, 2023, Ramchandran shall forward to Sonali, a demand draft/pay order for the aforesaid sum of Rs.14,44,000/- and simultaneously take return of the cheque handed over by Ramchandran. In the event that Ramchandran elects not to forward a pay order/demand draft, Sonali/ Neha will be at liberty to encash the cheque on 15th April, 2023.

11. It is made clear that save and except the above payments Ramchandran is not liable to make any further or other payments either to Sonali or Neha and the above payment shall be in full and final settlement of all claims and/or disputes between the parties either for themselves and/or on behalf of Neha.

12. Sonali undertakes to furnish to Ramchandran the receipts of any payments made by her to S.P.Jain Institute of Management & Research, wherever possible and so far as the receipts are received by her, within one week from the receipt thereof.

13. The parties to the present Consent Terms agree and undertake that on or before 15th November, 2022 they will mutually file a mutual consent Divorce Petition under Section 13B of the Hindu Marriage Act, 1955 before the Hon'ble Family Court, Bandra, the draft of which will be prepared by Ramchandran and forwarded to Sonali on or before 7th November, 2022. In the mutual Consent Petition, the parties undertake to request the Hon'ble Family Court to waive the mandatory cooling off period.

However, the decree of mutual consent divorce shall be passed after 30th April, 2023 upon payment of the installments referred to in above.

14. *The locker held jointly by Ramchandran and Sonali in Dena Bank at Santacruz and the joint credit card with ICICI Bank have already been terminated in 2005. However, the Joint Account in Unity Small Finance Bank (erstwhile Punjab and Maharashtra Bank) shall be closed by both side's cooperation within a period of three months from the execution of the present Consent Terms. Both sides undertake to take all necessary steps for the purpose of giving effect to this clause.*

15. *Sonali confirms that she is in possession of all her stridhan, ornaments, items, valuables, clothes and any other gifts given at the time of marriage and thereafter, and that she has no claims whatsoever on Ramchandran or any of his family members in this regard. Likewise, Ramchandran confirms that he is in possession of all his personal items and possessions and has no claim against Sonali or her family members in this regard.*

16. *The parties agree and undertake to cooperate and take all steps to withdraw all/any proceedings filed by or between them on or before 30th November, 2022.*

17. *In the event of default by either side in complying with these Consent Terms, the parties are at liberty to initiate all such proceedings as may be permissible in law, including to execute the present Consent terms and order passed thereon, as if it were a decree of the Hon'ble Court.*

18. *Both parties assure that they will cooperate with Neha in all manner possible for the purpose of her marriage, if and when she should choose to so marry.*

19. *The parties agree and undertake to formally request the Hon'ble Bombay High Court to dispose of the pending Family Court Appeals and all Interlocutory Applications therein upon the execution of these consent terms.*

However the parties agree and undertake to request the Hon'ble Bombay High Court to list the disposed of Family Court Appeals solely for the purpose of reporting compliance on any convenient date after 30th April, 2023.

20. Upon execution of the present Consent Terms, both sides are deemed to have forthwith withdrawn all allegations against one another, and subject to compliance with the Consent Terms have no claims against one another."

4. Having gone through the Consent Terms, we find nothing not consensus as not to accept the same all undertakings in the Consent Terms are agreed by the parties. The parties have decided the monetary component of the dispute and they would by applying for divorce by mutual consent in the Family Court.

5. In the light of the Consent Terms, the Appeals are disposed of directing that the impugned Judgment and Decree passed by the Family Court stands modified in the above terms.

(SHARMILA U. DESHMUKH, J.)

(NITIN JAMDAR, J.)