



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

FAMILY COURT APPEAL NO. 92 OF 2022

Samir Prabhakar Agale

...Petitioner

Versus

Poonam Samir Agale

...Respondent

**WITH
INTERIM APPLICATION NO. 1813 OF 2022
IN
FAMILY COURT APPEAL NO. 92 OF 2022**

Samir Prabhakar Agale

...Applicant

Versus

Poonam Samir Agale

...Respondent

Mr. Adv. Vilas Tapkir, Advocates for Appellant/Applicant.

Mr. Manoj B. Bagal, Advocates for Respondent.

Mr. Samir P. Agale, Applicant is present in Court.

Mrs. Poonam S. Agale, Respondent is present in Court.

**CORAM : B. P. COLABAWALLA &
M.M. SATHAYE, JJ.**

DATE : AUGUST 25, 2023

P. C.

1. The dispute in the above Family Court Appeal was initially referred to the Pune District Court Mediation Center to see if it could be settled. We are please to note that the Pune District Court Mediation Center has prevailed upon the parties to settle the matter and a settlement agreement dated 10th August, 2023 has also been arrived at between the parties and which is also signed by the mediator. The original settlement agreement along with the report of the mediator is also placed before us.

2. To put it in a nutshell, the settlement provides that the parties have agreed for a divorce by mutual consent under Section 13(B) of the Hindu Marriage Act, 1955 and the Husband is paying the Wife, a sum of Rs. 15 Lakhs as an by way of full & final one time permanent alimony for herself and their son Master Yashraj. In compliance of the terms of the consent terms, the Appellant/Husband has handed over two demand drafts of Rs. 7,50,000/- each, to the Respondent wife in Court today which is duly acknowledged by her.

3. The settlement agreement arrived at before the Pune District Court Mediation Center is signed by the Appellant/Husband as well as by the Respondent/Wife. They are both present in Court today. They have stated before us that they have signed the settlement agreement

before the Pune District Court Mediation Center of their own free volition and after reading and understanding the same as well as the implication thereof.

4. The settlement agreement is also signed by the Advocates for the Appellant as well as the advocates for the Respondent. Over and above this, the settlement agreement is also signed by the Mediator (Smt. Sonal S.Patil). This settlement agreement has been forwarded by the Mediator to the Court through R.P.A.D.

5. In these circumstances, the mediation letter forwarding the settlement agreement as well as the settlement agreement dated 10th August, 2023 are taken on record and marked as 'X' and 'X1' respectively.

6. There shall be an order and decree in terms of the settlement agreement. As per clause 2-G and 2-H of the consent terms, the marriage between the Appellant and Respondent solemnized on 22nd May, 2008 is hereby dissolved by mutual consent under Section 13(B) of the Hindu Marriage Act, 1955. This order read with settlement agreement shall now be substituted in place of the impugned order. The Family Court Appeal No. 92 of 2022 is accordingly disposed of. No order as to costs. Decree be drawn up accordingly.

7. The Interim Application No. 1813 of 2022 is also disposed of.

8. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[M.M. SATHAYE, J.]

[B. P. COLABAWALLA, J.]