

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

FAMILY COURT APPEAL NO.98 OF 2019

Ritesh Dinanath Patni .. Applicant/Org.Appellant

Versus

Rajvinder Kaur Ritesh Patni .. Respondent

WITH

INTERIM APPLICATION NO.13698 OF 2023

IN

FAMILY COURT APPEAL NO.98 OF 2019

Ritesh Dinanath Patni .. Applicant/Org.Appellant

Versus

Rajvinder Kaur Ritesh Patni .. Respondent

WITH

CIVIL APPLICATION NO.253 OF 2019

IN

FAMILY COURT APPEAL NO.98 OF 2019

Ritesh Deenanath Patni .. Applicant

Versus

Rajvinder Kaur Ritesh Patni .. Respondent

Mr.Uday Warunjikar a/w Sumit Kate, Jenish Jain
Advocates for the Appellant-Husband.

**Mr.Amit Jamsandekar i/b High Court Legal Services
Committee by appointment letter dated 06.10.2023,**
Advocates for the Respondent-Wife.

Mr.Ritesh D. Patni, Appellant-Husband is present in Court.

Mrs.Rajvinder Kaur Ritesh Patni, Respondent-Wife is
present in Court.

**CORAM : B. P. COLABAWALLA &
M.M. SATHAYE, JJ.**
DATE : OCTOBER 19, 2023

P. C.

1. In the above matter several orders have been passed. We need not to refer all of them. Suffice it to state that on 4th August, 2023 this Court passed an order in Interim Application No.13698 of 2023, wherein we had recorded the statement of the Respondent-Wife that an amount of Rs.11 Lakhs was received by her in full and final settlement of the disputes between the parties. We had also recorded that out of the sum of Rs.11 Lakhs, an amount of Rs.5 Lakhs has already been deposited in the Registry of this Court. We therefore directed the Registry to permit the Respondent-Wife to unconditionally withdraw this amount with accrued interest thereon, if any. As far as the balance

amount of Rs.6 Lakhs was concerned, the learned advocate appearing on behalf of the Husband sought time to make the aforesaid payment on or before 30th November, 2023. We were of the opinion that this request was unreasonable and therefore, we directed that the balance amount of Rs.6 Lakhs shall be paid on or before 15th September, 2023 through RTGS to the Respondent-Wife. We had accordingly placed the matter for reporting compliance and further directions on 15th September, 2023.

2. When the matter was called out on 15th September, 2023 it was brought to our attention that the balance amount of Rs.6 Lakhs was also paid to the Respondent-Wife. In other words, the entire amount of Rs.11 Lakhs was paid. However, on 15th September, 2023, the Respondent-Wife made, what we can call, only a mercy plea. She submitted that the amount of Rs.11 Lakhs, and which was paid to the Respondent-Wife, is an amount which is not adequate and some additional amount ought to be paid, over and above the sum of Rs.11 Lakhs. Accordingly on 15th September, 2023, Mr.Warunjikar, the learned advocate appearing for the Husband, submitted that though the Wife cannot be allowed to resile from the commitment made to this Court [as recorded in the order dated 4th August, 2023], to put an end to

the entire dispute between the parties, including all proceedings filed under the Domestic Violence Act and all other proceedings, his client is willing to pay an additional sum of Rs.1 Lakh on or before 13th October, 2023. This offer made by Mr.Warunjikar was graciously accepted by the Respondent-Wife. In other words now the total settlement amount was Rs.12 Lakhs out of which Rs.11 Lakhs were already paid and the balance amount of Rs.1 Lakh was to be paid on or before 13th October, 2023. Since this amount was to be paid on 13th October, 2023 we had kept the above matter on board on the said date and had opined that final orders of a decree of divorce by mutual consent under Section 13(B) of the Hindu Marriage Act, 1955 including orders of withdrawal of all proceedings filed by the parties against each other, would be passed on the said date.

3. On 13th October, 2023 the matter reached and since the advocate for the Respondent-Wife sought some accommodation, the matter was kept today.

4. Today when the matter is called out, the parties have tendered Consent Terms dated 19th October, 2023. The Consent Terms *inter alia* provide that, since the parties have been residing separately

since 2014 a decree of divorce by mutual consent under Section 13(B) of the Hindu Marriage Act, 1955 be passed. The Consent Terms also record that the sum of Rs.12 Lakhs has been paid by the Appellant-Husband to the Respondent-Wife. The Consent Terms also provide that the parties agree that they shall withdraw all the claims/contentions/allegations and proceedings against each other and their family members in different Courts and/or before any police authorities, including the Domestic Violence case at Kurla Court, D.V. Case No.-DVC/157/2016. Though no period has been prescribed in the Consent Terms, both parties have agreed that they shall withdraw their respective proceedings against each other within a period of 15 Days from today. The said statement is accepted as an undertakings given to the Court.

5. The Consent Terms have been signed today by the Appellant-Husband as well as the Respondent-Wife in front of their Advocates. Both, the Appellant-Husband and the Respondent-Wife, are present in Court and have stated that they have signed the Consent Terms after reading and understanding the same as well as the implications thereof.

6. The Consent Terms are also signed by the Advocates for the Appellant and the Advocates for the Respondent.

7. In these circumstances, the Consent Terms dated 19th October, 2023 are taken on record and marked 'X' for identification.

8. All the undertakings given in the Consent Terms are accepted as undertakings given to the Court. There shall be an order and decree in terms of the Consent Terms and as per the Consent Terms we hereby dissolve the marriage between the Appellant-Husband and the Respondent-Wife solemnized on 9th December, 2012 by mutual consent under Section 13(B) of the Hindu Marriage Act, 1955.

9. This order read with Consent Terms shall be substituted in place of the order passed by the Family Court and which is impugned in the present Appeal.

10. The Family Court Appeal is accordingly disposed of. However, there shall be no order as to costs.

11. In light of the dismissal of the above Family Court Appeal, nothing survives in the above Interim Application as well as in the above Civil Application and the same are disposed of accordingly.

12. 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.]