

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

MISCELLANEOUS CIVIL APPLICATION NO.68 OF 2024

Aarati Mahesh Babar and Anr.

.. Applicants

Versus

Mahesh Mohan Babar

.. Respondent

-
- Mr. Akshay R. Kapadia, Advocate for Applicants.
 - Mr. Vaibhav Ramchandra Gaikwad, Advocate for Respondent.
-

CORAM : MILIND N. JADHAV, J.

DATE : AUGUST 23, 2024

P.C.:

- 1.** Mentioned out of turn.
- 2.** Heard Mr. Kapadia, learned Advocate for Applicants and Mr. Gaikwad, learned Advocate for Respondent.
- 3.** I am informed by Mr. Kapadia and Mr. Gaikwad that original copy of the Consent Terms is filed before Mediation Centre i.e. Main Mediation Centre, Bombay High Court. The copy of Consent Terms are taken on record and marked 'X' for identification. They are executed by wife-Aarati Mahesh Babar; husband – Mr. Mahesh Mohan Babar; daughter – Anmol Mahesh Babar and Mediator – Ms. Arman S. Dalal. They are totally running into six pages. For the sake of reference and convenience, the same are scanned and reproduced below:-

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M. Mahesh Babar
23/8/2024

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**DEED OF SETTLEMENT
IN THE MATTER OF:
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
MISC. CIVIL APPLICATION NO. 68 OF 2024**

Aarati Mahesh Babar ...Applicant

Versus

Mahesh Mohan Babar ...Respondent

This Deed of Settlement ("Deed") is entered at Mumbai on 23rd August 2024

By and Between:

MRS. AARATI MAHESH BABAR, aged 35 years, Occu: Housewife, residing at B-1503, Hill Spring, Ghodbunder Road, Opp. D-Mart, Kavesar, Thane Mumbai 400607 hereinafter referred to as **"THE WIFE"**, of the **FIRST PART**;

MS. ANMOL MAHESH BABAR, minor, residing at B-1503, Hill Spring, Ghodbunder Road, Opp. D-Mart, Kavesar, Thane Mumbai 400607, through the hands of her mother Mrs. Aarati Mahesh Babar, hereinafter referred to as **"THE DAUGHTER"**, of the **SECOND PART**;

And

MR. MAHESH MOHAN BABAR, aged 37 years, Occu.: Service, residing at Bhawani Mal, Patil Vasti, At/Post – Vita, Taluka – Khanpur, Dist - Sangli, hereinafter referred to as **"THE HUSBAND"**, of the **THIRD PART**.

(The Wife, the Daughter and the Husband are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**)

M. Mahesh Babar
Aarati

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WHEREAS:

- A. The Husband and the Wife got married on 15.07.2018 at Village Gogaon.
- B. After marriage, disputes between Parties arose which has culminated into various legal proceedings, wherein the Wife filed application bearing no. Criminal Mis. Application No. 104 of 2021 u/s Protection Women from Domestic Violence Act, 2005 before the Judicial Magistrate First-Class at post Vita, Tal. Khanapur Dist – Sangli and she also filed Hindu Marriage Petition No bearing no. 81 of 2022 under section 9 filed before Civil Judge Senior Division Vita.
- C. The Husband has also filed divorce proceeding u/s 13(1)(ia) before the Civil Judge Senior Division at Vita bearing Hindu Marriage Petition No. 224 of 2020.
- D. Recently the Wife shifted to Thane along with the Daughter. Thereafter, the Wife and the Daughter jointly filed Miscellaneous Civil Application No. 68 of 2024 in Hon'ble Bombay High Court to transfer both the proceedings i.e. Misc. Criminal Application No.104 of 2021 filed before the Judicial Magistrate 1st class at Vita, Tal. Khanapur Dist – Sangli, u/s.12 of the Domestic Violence Act and Marriage Petition No.224 of 2020 filed by the Respondent before the Civil Judge Senior Division at Vita u/s.31(i) (a) of the Hindu Marriage Act to the court at Thane.
- E. During the pendency of the said Miscellaneous Civil Application, the Parties have subsequently discussed mutually and are desirous of entering into this Deed to resolve the disputes and differences between them.





(3)

F. Vide order dated 21.08.2024, the Wife has been granted leave by the Hon'ble Bombay High Court to execute the present Deed on behalf of the Daughter also.

NOW THEREFORE, the Parties agree as follows:

1. The Wife and the Husband shall withdraw all the allegations leveled against each other in the proceedings filed by them in the respective courts and both Parties will not make any allegations against each other anywhere or in any platform as well as both Parties will not file any proceeding against each other in future.

M2 *29.08.2024*
The Parties will appear on ~~22.09.2024~~ before Civil Judge Senior Division at Vita wherein divorce proceedings bearing Hindu Marriage Petition No. 224 of 2020 is pending to file appropriate application to convert or to file fresh Petition u/s. 13(b) of the Hindu Marriage Act and the get the decree of divorce Mutual Consent. Both Parties undertake to co-operate for getting decree of Divorce by Mutual Consent
M2 *29.08.2024*
On ~~22.09.2024~~.

3. The Wife will withdraw Misc. Criminal Application No.104 of 2021 filed before the Judicial Magistrate 1st class at Vita, Tal. Khanapur Dist – Sangli, and Hindu Marriage Petition No. 81 of 2022 filed under section 9 of Hindu Marriage Act as well as other proceeding filed for recovery of maintenance subsequently, upon completion of the formalities for getting divorce by mutual consent with the Civil Judge Senior Division wherein the Divorce Petition is pending. The Wife undertakes to withdraw all those proceedings filed by her against the Husband before the handover of the demand drafts towards maintenance.

29.08.2024 *29.08.2024*

(4)

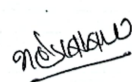
4. The Husband is ready and willing to pay Rs. 20,00,000/- (Rupees Twenty Lakhs only) towards the final alimony and maintenance amount for the Wife and the Daughter.
5. The Husband agrees and undertakes to pay an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to the Wife towards permanent alimony and the Wife undertakes not to claim any amount from the Husband and all her rights/interest towards the Husband and in his properties stand extinguished.
6. It is agreed between the Parties that the Husband shall pay an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to the Daughter toward her permanent maintenance and all her rights/interest/claims towards the Husband and in his properties stand extinguished. Agreed, declared and confirmed that the Wife and the Daughter shall not claim or file any Application/suit/proceeding against the Husband in future arising out of the same dispute.
7. The Husband shall pay Rs.2,00,000/- vide Demand draft bearing No.036577 drawn on Bank of India, Vita Branch Dist. Sangli forthwith i.e. on the date of filing this Deed with the Hon'ble Bombay High Court. The Husband will deposit demand drafts for the balance amounts with the custody of the Hon'ble Bombay High Court (or as may be directed by the Hon'ble Bombay High Court) which shall be drawn in the name of the Wife for a sum of Rs. 8,00,000/- (Rupees Eight Lakhs only) and Demand Draft drawn in the name of the Daughter for a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only).
8. Out of amount of Rs. 10,00,000/- paid to the Daughter, a sum of Rs. 5,00,000/- shall be kept by the Wife in fixed deposit in the name of the Daughter for her education and the same shall be withdrawn or utilized by the Daughter after she

Mesavalo Pati

(5)

reaches majority. No consent from the Husband shall be required for withdrawal of said amount.

9. The withdrawal of legal proceedings as stated in paragraphs 1 to 8 and hereinabove is condition precedent for the receipt of the Demand Drafts.
10. The Husband undertakes to return Sofa, Master-Bed, Raja-Rani Cupboard, Fridge and utensils on or before the day wherein the Parties will appear before the Trial Court for Mutual Consent Divorce.
11. If the Husband fails to comply his obligation i.e. payment of alimony amount and return of the property then a sum of Rs.2,00,000/- shall be adjusted towards the arrears of maintenance in DV proceeding of Misc. Criminal Application No.104 of 2021 filed before the Judicial Magistrate 1st class at Vita, Tal. Khanapur Dist - Sangli and the Wife will be at liberty to proceed with all the cases including Miscellaneous Civil Application No. 68 of 2024 pending in Hon'ble Bombay High Court on their own merits. In case the Wife fails to co-operate for getting divorce by mutual consent or fails to abide by any condition as mentioned in the present Deed, in that case the Demand Drafts lying in the custody of the Hon'ble Bombay High Court shall be returned to the Husband.
12. The Wife undertakes that she will not claim any maintenance, alimony on behalf of the Daughter as well as in her personal capacity and shall not file any complaint/suit/ other proceeding arising out of the same dispute. Similarly, the Husband also undertakes to not to initiate any proceedings against the Wife or claim any maintenance or file any recovery proceedings against the Wife.



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13. The Custody of the Daughter will exclusively remain with the Wife and the Husband will not have any right of access and claim over the Daughter.
14. The Parties have executed the present Deed with their free consent and there is no coercion or any kind of pressure upon the parties by each other.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DEED TO BE DULY EXECUTED AS OF THE DAY AND YEAR HEREINABOVE WRITTEN.

Signed and delivered by:
the within named **WIFE**



MRS. AARATI MAHESH BABAR

Signed and delivered by:
the within named **HUSBAND**



MR. MAHESH MOHAN BABAR

Signed and delivered by
the within named **DAUGHTER**



MS. ANMOL MAHESH BABAR
Through the hands of her mother
Mrs. Aarati Mahesh Babar

Signature of the Mediator appointed by
The Main Mediation Centre,
Bombay High Court



MS. ARMAN S. DALAL
Mediator and Advocate

4. Parties are bound by the rights and obligations and more specifically obligations to be fulfilled and stated in the Consent Terms. The obligations are taken as undertaking given to this Court and parties shall abide by them.

5. Both the learned Advocates appearing for the respective parties persuade the Court to record the fact that on the execution of this Consent Terms, Demand Draft of Rs.2,00,000/- is handed over to Applicant No.1 whereas the Demand Draft in respect to balance amount of Rs.18,00,000/- shall be handed over to Applicants only on getting the decree of divorce by mutual consent from the Family Court.

6. In the meanwhile, Mr. Gaikwad shall be entrusted with responsibility of preserving the Demand Draft of Rs.18,00,000/- so that after getting the desired result from the Family Court, he shall be responsible for handing over the said Demand Draft to the Applicants.

7. In view of the consent terms which have been filed by parties, I am informed that the next date before Family Court is on 29.08.2024. A server copy of this order shall be placed before the concerned Court, which shall take immediate cognizance and ensure that the Divorce Petition is determined as expeditiously as possible and in accordance with law.

8. Parties shall be at liberty to make appropriate application before the Family Court to consider passing of appropriate orders in the mutual consent Divorce Petition on 29.08.2024 which shall be considered by the Family Court so that parties can get the desired result.

9. Order in terms of Consent Terms.

10. With the above directions, Miscellaneous Civil Application is disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

HARSHADA
HANUMANT
SAWANT

Digitally signed
by HARSHADA
HANUMANT
SAWANT
Date: 2024.08.26
18:13:04 +0530