

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

WRIT PETITION NO.904 OF 2023

Jitesh Prakash Mohite and Ors.

...Petitioners

Versus

The State of Maharashtra and
Anr.

...Respondents

....

Mr. S.P. Wakode with Mr. Vishal L. Kolekar for the Petitioners in WP/904/2023 and for Respondent No.2 in APL/1120/2022.

Mr. Rajendra Tajane with Ms. Yojna Jaje and Ms Rashmi Bhandarkar for the Applicants in APL/1120/2022 and for Respondent No.2 in WP/904/2023.

Mr. Vilas Tambe, PSI, Dindoshi Police Station, Mumbai, present.

CORAM: SMT. ANUJA PRABHUDESSAI &

N.R. BORKAR, JJ.

DATED: 24th JANUARY, 2024.

P.C.:-

1. Pursuant to order dated 17/01/2024 both parties have settled the matter amicably. The Petitioner No.1 and Respondent No.2 have tendered consent terms, which read thus:-

“1. The Jitesh Prakash Mohite, the Petitioner in writ petition no. 904 of 2023 shall pay to the Respondent no.2 i.e. Rohini Jitesh Mohite a sum of Rs. 7, 50,000/- (Rupees Seven Lakhs Fifty Thousand Only) towards the full and final settlement i.e.

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towards all her claims of maintenance, alimony, shelter etc. The Petitioner agrees to pay the said amount to the Respondent in following manner :

- a. The Petitioner shall pay Rs. 1,00,000/- to the Respondent no.2 by a Demand draft/ Bank Transfer on the date of executing the consent terms;
 - b. It has been agreed and accepted that the Petitioner shall pay Rs. 2,75,000/- to the Respondent no.2 by a Demand draft/ Bank Transfer after withdrawal of domestic Violence case bearing no. PWDVA no. 29 of 2022 pending on the file of 3rd JMFC Court at Kalyan and on filing of Mutual consent Divorce petition before Family Court at Bandra, Mumbai u/s. 13 (B) of Hindu Marriage Act, 1955;
 - c. It has been agreed and accepted that the Petitioner shall pay balance Rs. 3,75,000/- to the Respondent no.2 by a Demand draft/ Bank Transfer after dissolution of their marriage U/s. 13 (B) of Hindu Marriage Act, 1955 before Family Court at Bandra, Mumbai.
2. It is agreed between the Petitioner and the Respondent no.2 that Petitioner will handover clothing and documents if any in a Respondent no.2 bag lying in Petitioner residence.

3. It is agreed that the Respondent no.2 in both captioned criminal writ petitions i.e. 1120 of 2022 and 904 of 2023 will file their affidavit consenting for quashing of present criminal proceedings pending before this Hon'ble court.

4. It is agreed between the Petitioner and the Respondent no.2 they have amicably resolved and settled all the issues pertaining to their respective claims, maintenance (present, past and future), stridhan, properties and articles and there are no other claims.

5. It is agreed between the Petitioner and the Respondent no.2 that neither of them shall have any right, title, interest or claim of any nature whatsoever in any moveable and/or immoveable properties or any part thereof currently held or acquired or inherited in future wherever situated, owned and/or possessed by either of them and family and shall not claim any right he/she may have at any time to take share of the other's property.

6. It is agreed between the Petitioner and the Respondent no.2 that they shall not at any time,

hereinafter file any proceedings either civil or criminal against each other or family at any place in India or outside India regarding the said marriage and/or rights arising from the said marriage.

7. That Petitioner and the Respondent no.2 agree and confirm that these terms have been arrived mutually with amicable discussions, without any force or coercion and out of their own free will and the same shall be binding on both the Parties.

8. The Petitioners agree that these consent terms shall form part of the decree.”

2. The Petitioner No.1 and Respondent No.2 are present before the Court. They have identified their signatures on the consent terms and have confirmed the contents of the consent terms. The consent terms are taken on record and marked ‘X’ for identification. Respondent No.2 has also filed affidavit confirming that the matter has been amicably settled. Respondent No.2 admits having received Rs.1,00,000/-, which has been transferred by online banking. She has given no objection to quash the FIR.

3. The consent terms are voluntary and genuine. The statements made in the consent terms are accepted as undertaking to the Court. Since the parties have put an end to the matrimonial dispute, continuance of criminal proceedings will be an exercise in futility and will be abuse of process of law.

4. Hence, the Petition is allowed. FIR No.I-17 of 2022 registered with Kalyan Taluka Police Station, Kalyan and Criminal Case No.450 of 2022 arising therefrom and pending on the file of 4th Joint Civil Judge, Junior Division, Kalyan, stand quashed.

5. Parties are put to notice that breach of the terms shall result in recall of the order and revival of the proceedings.

(N.R. BORKAR, J.)

(SMT. ANUJA PRABHUDESSAI, J.)