

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

CRIMINAL APPLICATION NO. 58 OF 2024

Sumedh Ranade & Ors.

...Applicants

Versus

1. Saudamini Sumedh Ranade

2. The State of Maharashtra

...Respondents

Mr. Samarth Moray i/by Shivani S. Shinde, Advocates, for the Applicants.

Ms. Priyal Gupta i/by Nicky Pokar for Respondent No.1.

Ms. Veera Shinde, APP, for Respondent- State.

CORAM: MADHAV J. JAMDAR, J.

DATED: 6th May 2024

P. C.

1. This Criminal Application is preferred under Section 407 of the Code of Criminal Procedure, 1973 ("CrPC") seeking transfer of Case No.3800006/DV/2021 preferred by the Respondent No.2 before the learned 38th Additional Chief Metropolitan Magistrate, Ballard Pier, Mumbai. This matter was heard for some time on 15th April 2024, however, as this is a matrimonial dispute and the learned Counsel for Applicants and Respondent No.1 had expressed that there is a possibility of a settlement, Ms. Veera Shinde, learned Advocate of this Court was appointed as Mediator.

2. Mr. Moray, learned Counsel for Applicant and Ms. Gupta, learned Counsel for Respondent No.1 state that the dispute between the parties

in view of the efforts taken by Ms. Veera Shinde, learned Mediator has been settled and they tender the Consent Terms.

3. The Consent Terms are signed by the Applicant No.1 for himself and on behalf of Applicant Nos.2 and 3. The Consent Terms are also signed by Mr. Samarth Moray, the learned Counsel for the Applicants, and he has identified the signature of the Applicant No.1. The Consent Terms are also signed by Respondent No.1 as well as Ms. Priyal Gupta, learned Counsel for Respondent No.1. She has identified the signature of Respondent No.1. Both the Applicant No.1 and Respondent No.1 are personally present in Court and they confirm that the dispute between them has been settled in terms of the Consent Terms. The said 'Consent Terms' are taken on record and marked "X" for identification. The said 'Consent Terms' reads as under:

CONSENT TERMS

"WHEREAS the Applicant No. 1 and the Respondent No. 1 were married as per Hindu Vedic rites and rituals on 26-01-2019 at Matoshri Arts and Sports Trust, Jogeshwari Vikhroli Link Road, Andheri East, 400 093;

AND WHEREAS after the marriage ceremony the Respondent No. 1 joined the Petitioner at the then matrimonial home at Flat No. 1207, 12th Floor, 'Kateeshwari Apartment' Mulund Check Naka, Mulund West, Mumbai – 400 078, which was a property taken on Leave and License by Registered Agreement

dated 31-12-2018 and a license period commencing from 20-01-2019 and ending on 19-12-2019;

AND WHEREAS the Applicant No. 1 and Respondent No. 1 have been living separately since 25-11-2019;

AND WHEREAS there are no children born from the said wedlock and none are expected;

AND WHEREAS this Hon'ble Court referred the matter for Mediation to Mrs. Veera Shinde, Advocate, High Court, pursuant to order dated 15-04-2024, under whose guidance the present matter was amicably settled;

NOW THEREFORE, the parties have arrived at settlement of all their disputes and claims as per the following terms:-

- 1. Both parties hereby withdraw all allegations against each other and shall have no claims of whatsoever nature against each other in future.*
- 2. Both parties agree and undertake to this Hon'ble Court to not make any contact with each other for any purpose whatsoever in the future.*
- 3. The Applicant No. 1 is today (i.e. 06-05-2024) returning the following jewellery/ornaments (more specifically described on pg. 80 of the captioned Criminal Application) to the Respondent No. 1 in the presence of this Hon'ble Court:*
 - a. 4 Bangles totally weighing 33.53 gms (PC Chandra)*
 - b. 1 Bangle weighing 12.72 gms (Tanishq)*
 - c. 1 Gold Half-Set (necklace plus earrings) weighing 40.38*

- gms (Tanishq)*
- d. 1 necklace (from Orra)*
 - e. 1 Chain 28.86 gms*
 - f. 1 Hair pin (5 gm 18 kt)*

The Respondent No. 1 is also executing a Receipt today (i.e. 06-05-2024) for the said items for the Applicant No. 1's record.

- 4. The Respondent No. 1 confirms that apart from the above, she has no other claim whatsoever against the Applicants. There are no pending exchanges of ornaments, cash, valuables, or any other belongings between them and as of today none of them have any grievances against each other in respect of any such articles.*
- 5. The Applicant No. 1 and Respondent No. 1 agree and undertake to this Hon'ble Court to take a divorce by mutual consent u/s 13B of the Hindu Marriage Act by converting Petition No. A-710 of 2021 to a Petition for Divorce by Mutual Consent on or before 29-06-2024 being the next scheduled date before the Ld. Family Court, Bandra, Mumbai.*
- 6. The Respondent No. 1 agrees and undertakes to this Hon'ble Court to unconditionally withdraw Case No. 3800006/DV/2021, filed by her before the Ld. 38th Addl. Chief Metropolitan Magistrate's Court at Ballard Pier, Mumbai (Mazgaon Court Complex) on or before 06-06-2024, against all the three Respondents therein.*

7. *Both parties agree and undertake to this Hon'ble Court that they shall endeavour to close both of the above proceedings expeditiously and shall cooperate with each other to take the matter/s on Board for conversion and/or disposal, as the case may be, whenever necessary.*
8. *The Applicant No. 1 and Respondent No. 1 hereby permanently waive all right to maintenance and alimony, past, present and future, from each other, and their respective parents, even in the event of changed circumstances.*
9. *It is further agreed between the parties that they have no right, title, interest or share in any of each other's properties or assets whatsoever and/or their family members, and Applicant No. 1 and Respondent No. 1 further agree and undertake to this Hon'ble Court that they will not make any claim of whatsoever nature against each other or their families at any time in future.*
10. *All parties hereby agree and confirm that they shall withdraw all the complaints of whatsoever nature, if any, made by them against each other or their respective family members, before any of the authorities, or court of law, unconditionally. The Respondent No. 1 shall cooperate for the quashing of such complaints, cancellation of LOCs, etc., if, as and when necessary.*
11. *All parties do hereby agree and confirm to live peacefully and independently without creating any nuisance of whatsoever nature against each other in future.*

12. *All parties shall co-operate with each other in future in order to maintain their prestige in the society at large and shall not defame each other in any manner whatsoever.*
13. *All parties agree and undertake to this Hon'ble Court that they shall not harass and/or humiliate and/or trouble each other in any way and/ or post matter on Social Networking Media Websites (Facebook, etc.) and/or Blogs and/or any other Internet Websites and/or write Articles/Editorials in Newspapers and/or any other type of mode, photographs, pictures or any other material. If done then the affected party is at liberty of to take appropriate legal action against the other.*
14. *All parties have gone carefully through these Consent Terms and they have agreed to sign here after fully understanding its consequences, therefore all the terms herein above, shall be legally binding upon each of them in letter and spirit. Both the parties have signed their consent terms without any force, coercion or undue influence. All parties shall execute and sign all documents that are necessary to effectively execute the present settlement of mutually ending the marriage. Save and except what is mentioned herein, the parties shall have no claims of any nature whatsoever against each other.”*

4. The undertaking recorded in the said ‘Consent Terms’ are accepted as undertakings given to this Court.

5. Accordingly, the Criminal Application is disposed of in terms of the 'Consent Terms' and in above terms.
6. This Court places on record its appreciation for the assistance rendered by Ms. Veera Shinde, learned mediator.

[MADHAV J. JAMDAR, J.]