

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Writ Petition NO. 8714 OF 2023

Saumya Sharan	...Petitioner
Versus	
Subhashish Prabhu Sinha	...Respondent

Ms. Pooja Jalan a/w. Adv. Mayuri Donwalkar for Petitioner.
Adv. T. V. Lovis a/w. Adv. Aniruddha Lad i/b. KLT Lovis Associates
for the Respondent.
Both parties present in the Court.

CORAM : RAJESH S. PATIL, J.

DATED : 8 MARCH 2024

PC.:

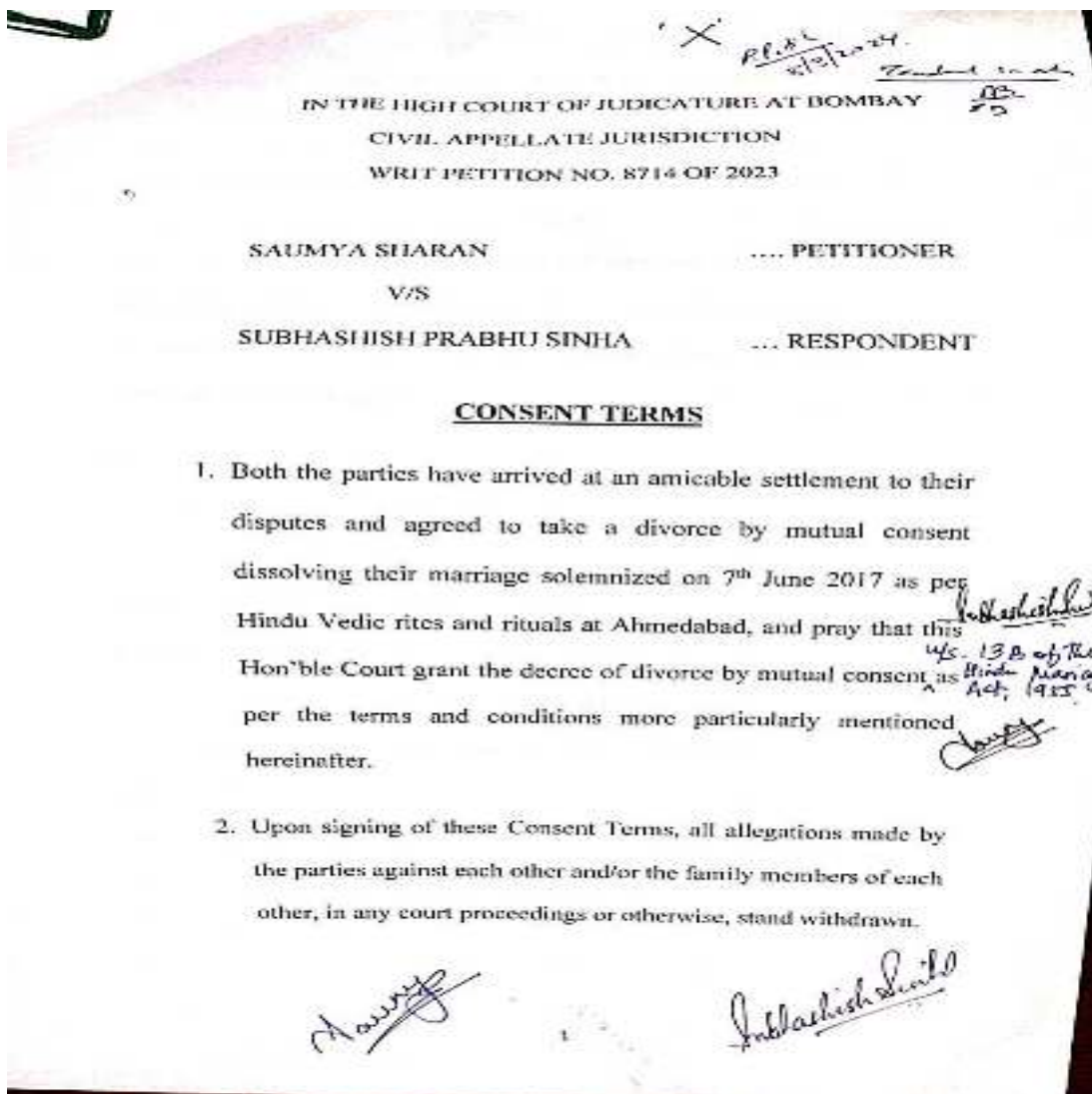
1. Ms. Jalan, learned counsel for the petitioner tenders copy of consent terms entered between the parties on 8 March 2024. The consent terms are taken on record and marked as “X” for identification.

2. Ms. Jalan and Mr. Lovis appearing for their respective parties submit that their respective parties have signed in their presence, and they identify their signatures. Learned counsel for the parties state that they have explained to the signatories the contents of consent terms and the signatories have signed the consent terms after understanding the contents. Learned counsel for Appellant state that all the signatories are also present in

Court, and they identify their respective clients.

3. Learned counsel for the parties submit that their client will comply with the terms of the consent terms.

4. Mr. Lovis further submits that a Demand Draft of Rs.20,00,000/- is handed over to the petitioner in this Court. Ms. Jalan, admits that a Demand Draft of Rs.20,00,000/- has been received by her on behalf of her client. All statements are accepted as an undertaking to this Court. All undertaking are also accepted. For ease of reference, the Consent Terms are scanned and reproduced herein below :-



3. The Respondent has agreed to pay to the Petitioner a lump sum of Rs.35,00,000/- (Rupees Thirty-Five Lakhs Only) towards the full and final settlement of all her claims including claims towards permanent alimony, residence and maintenance. The Petitioner is ready and willing to accept the said sum of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) as full and final settlement of all her claims including claims towards permanent alimony, residence and maintenance. The schedule of payment as agreed by the parties herein in four instalments is as under: -

- a) Upon signing of these Consent Terms, the Respondent has paid a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) towards the initial settlement amount to the Petitioner by way of a demand draft being Demand draft No. 298115 dated 02.03.2024 issued by IDFC First Bank drawn in favour of the Petitioner;
- b) Immediately upon passing order/allowing withdrawal of the DV Petition No. 263/DV/2018 pending before the Learned Metropolitan Magistrate Court, 11th Court, Kurla, Mumbai filed against the Respondent, his mother, Smt. Krishna Prabhunaryan Sinha and brother, Mr. Debashish Prabhunaryan Sinha, the Respondent shall pay by way of

Amol D. Nawale

Debashish Sinha

demand draft a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) as the second instalment towards the full and final settlement amount;

c) The Respondent shall pay a sum of Rs. 5,00,000/- by way of demand draft to the Petitioner as the third instalment towards the full and final settlement amount forthwith upon his filing a Quashing Petition under Section 482 CrPC for quashing of criminal proceedings being Sessions Case No. 716 of 2018 filed against the Respondent, his mother and brother pending before the Hon'ble Sessions Court. The Respondent undertakes to this Hon'ble Court that he shall file the said petition u/s. 482 CrPC at the earliest and in any event within a maximum period of one month from today;

d) The Respondent shall pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) by way of demand draft to the Petitioner as final instalment towards the full and final settlement amount upon the Quashing Petition under Section 482 CrPC filed by the Respondent being granted/allowed by the Hon'ble Court. The Petitioner undertakes to this Hon'ble Court that she shall render full co-operation in the quashing proceedings including filing her consent

[Signature]

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[Signature]

affidavit and confirming the same through appearance, if required;

4. Upon receipt of the above sum of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs only) towards the full and settlement of all the disputes between the parties, the Petitioner shall not have any claim against the Respondent, his mother and brother.

5. The Petitioner undertakes to this Hon'ble Court that she shall render full cooperation to the Respondent in recovery of items seized by the police authorities, pursuant to her complaint and shall give her 'No Objection and Consent' for the return of all the items to the Respondent including all the electronic gadgets, including two laptops (ASUS and Dell), two mobile phones (iPhone and Karbonn), passports, professional certificates, pen drives, personal files containing personal data and all other materials seized by the Police from the Respondent and his family members and sign such documents, applications and / or affidavits as may be required for the purpose. The Petitioner also undertakes to this Hon'ble Court that she shall render full co-operation towards cancellation of any Look-Out notice issued



- against the Respondent/his family members and has No Objection to the cancellation of the same.
6. Both the parties agree and undertake that upon signing of these Consent Terms, they unconditionally withdraw all the allegations levelled against each other and the parties shall not agitate against each other.
 7. Both the parties undertake to this Hon'ble Court that they shall not lay any claim with regard to any moveable and/or immovable properties and/or assets belonging to each other.
 8. Both the parties have agreed that they shall keep the dignity and respect of each other after the divorce is granted and shall not interfere in each other's personal life in any manner whatsoever.
 9. Both the parties agree and undertake to this Hon'ble Court that they shall not initiate any civil and/or criminal complaints and/or proceedings against each other and against their respective family members after the divorce is final except for the implementation of these consent terms.
 10. Both the parties further agree and undertake to this Hon'ble Court that they shall not have any grievance against each other as their



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disputes are settled amicably and no party shall lead/give evidence against each other before any court of law.

11. Both the parties agree that they have filed the said consent terms without any force or coercion and with their sound mind and with their mutual consent and after obtaining independent legal advice.

12. This settlement constitutes one composite whole, none of the terms are severable from each other.

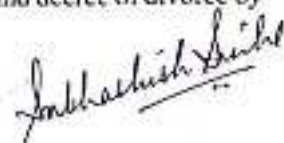
13. These consent terms have been entered into between the parties both of them being fully conscious and aware of each other's holdings, present earnings and potential for future earnings and both parties agree that despite any changed circumstances in the future none shall repudiate/default on their obligations and duties stated herein or make any claim against the other in excess of what is settled herein.

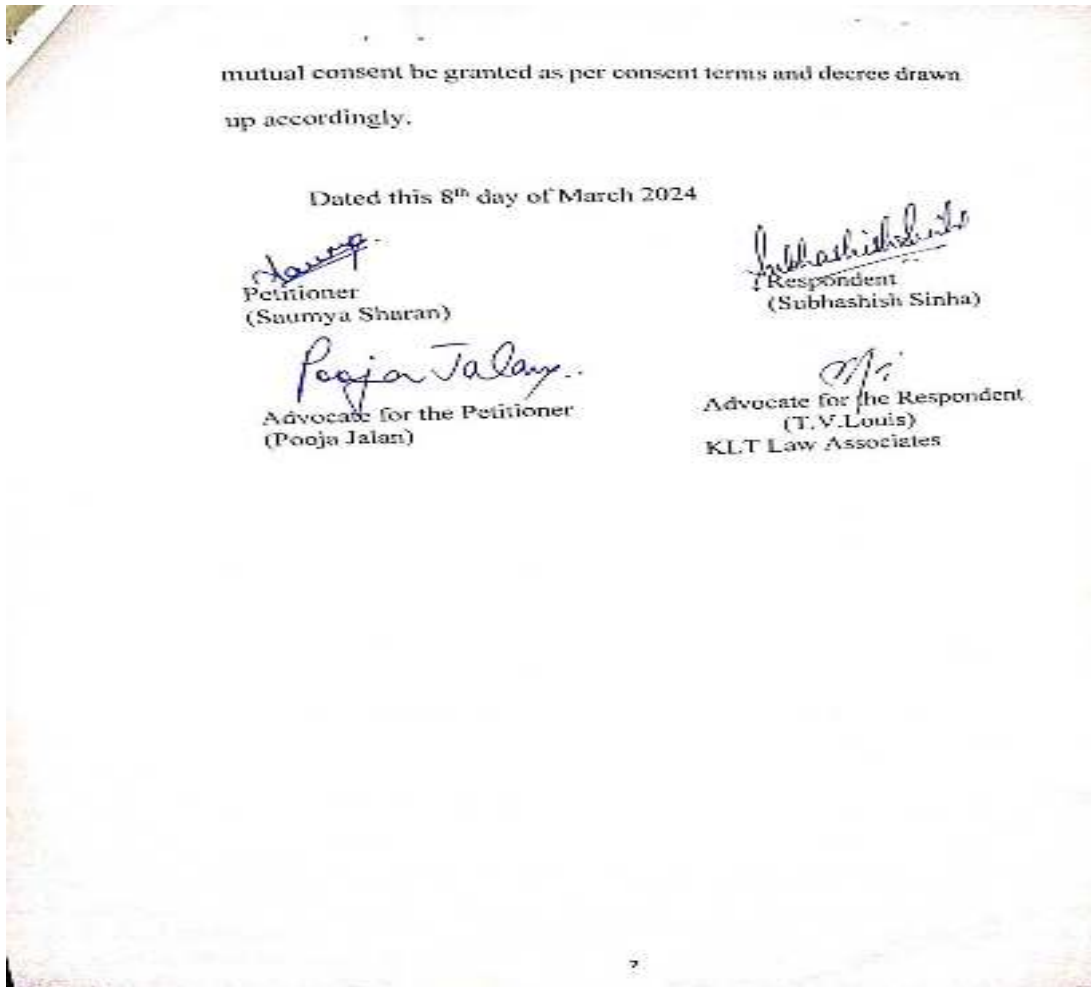
14. This Hon'ble Court may accept the undertaking given by the parties as undertaking given to this Hon'ble Court;

15. Order may be passed in terms of these Consent Terms and the Petition may be disposed of accordingly and decree of divorce by



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5. Writ Petition is disposed of in terms of the consent terms. Ms. Jalan submits that the parties have already agreed for mutual consent divorce. She submits that a specific direction be given to the Family Court to pass a such decree by mutual consent.

6. The Family Court is directed to act on the basis of the consent terms and accordingly pass a consent decree.

(RAJESH S. PATIL, J.)