

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO.132 OF 2014

Vaishali Harshad Deshpande

.. Appellant
(Org.Respondent)

Versus

Harshad Mukund Deshpande

.. Respondent
(Org.Petitioner)

WITH

CIVIL APPLICATION NO.367 OF 2018

IN

FAMILY COURT APPEAL NO.132 OF 2014

Harshad Mukund Deshpande

.. Applicant

In the matter of:-

Vishali Harshad Deshpande

.. Appellant

Versus

Harshad Mukund Deshpande

.. Respondent

WITH

CIVIL APPLICATION NO.100 OF 2019

IN

FAMILY COURT APPEAL NO.132 OF 2014

Vaishali Harshad Deshpande .. Applicant

In the matter of:-

Vaishali Harshad Deshpande .. Appellant

Versus

Harshad Mukund Deshpande .. Respondent

Mr.Akshay Kapadia, Advocate for the Appellant/Wife.

Mr.Hitesh Vyas a/w Rasik Raut, Advocates for Respondent/Husband and for the Applicant in CAM/367/2018 and Respondent in CAM/100/2019.

Mrs.Vaishali Harshad Deshpande, Appellant-Wife is present in Court.

Mr.Harshad Mukund Deshpande, Respondent-Husband is present in Court.

**CORAM :B. P. COLABAWALLA &
SOMASEKHAR SUNDARESAN,JJ.**
DATE :APRIL 26, 2024

P. C.

1. The above Family Court Appeal has been filed by the Appellant-Wife challenging the order passed by the Family Court, Pune dated 11th April 2024. By the impugned order, a divorce was granted by the Family Court to the Respondent-Husband. No maintenance was granted to the Appellant-Wife in the final order passed by the Family Court.

2. After much deliberations and efforts by the learned advocates appearing for the respective parties, we are happy to note that the Appellant-Wife and the Respondent-Husband have settled their disputes as recorded in the Consent Terms dated 26th April, 2024.

3. Though these Consent Terms provide that the Respondent-Husband shall pay an amount of Rs.5,000/- per month to the Appellant-Wife for the next 36 months [aggregating to Rs.1,80,000/-] or till she gets remarried, whichever is prior, Mr.Vyas, the learned counsel appearing on behalf of the Respondent-Husband has stated that notwithstanding the Consent Terms, the period of paying this amount of Rs.1,80,000/- can be curtailed in the following manner:-

Period	Amount
01/05/2024 to 01/10/2024 (6 months)	Rs.5,000/- per month
01/11/2024 to 01/01/2026 (15 months)	Rs.10,000/- per month
Total payable	Rs.1,80,000/-

In other words, Mr.Vyas submitted that instead of paying Rs.1,80,000/- over the period of 36 months, the said amount shall be paid within a period of 21 months. We accept the said statement as an undertaking given to the Court. Since the period of payment is being

curtailed, the Appellant-Wife also has not raised any objection to the same.

4. We are also informed that for the months of March, 2024 and April, 2024 there are arrears of maintenance of Rs.5,000/- per month (totalling to Rs.10,000/-). Mr.Vyas has further stated that though these arrears do not form part of the Consent Terms, they shall be paid to the Appellant-Wife by 15th May, 2024. This statement is also accepted as an undertaking given to the Court.

5. The Consent Terms also provide that the Respondent-Husband will transfer his Flat admeasuring approximately about 250 sq.ft. being Flat No.11, Raygad Heights, M No.3/27/28NR Gram Panchayat 411041 (for short "**Flat No.11**"), in favour of the Appellant-Wife by way of a registered Gift Deed within a period of 60 days from the presentation of the present Consent Terms. In turn, the Appellant-Wife has agreed and undertaken to deliver and handover the keys and vacant and peaceful possession of Flat No.490 Narayan Peth, opposite Pune Marathi Library, Pune 411030 (for short "**Flat No.490**"), to the Respondent-Husband on or before 60 days from the signing of the present Consent Terms. The Consent Terms further provide that in the

event the Appellant-Wife fails to abide by this undertaking, the Respondent-Husband would be entitled to evict the Appellant-Wife from **Flat No.490** with the help of the local Police.

6. Mr.Vyas, the learned advocate appearing on behalf of the Respondent-Husband has further stated that the keys of **Flat No.11** shall be handed over to the advocates for the Appellant-Wife within a period of 15 days from today so as to enable her to start shifting her belongings from **Flat No.490** to **Flat No.11**. The said statement made by Mr.Vyas is accepted as an undertaking given to the Court.

7. The Consent Terms have been signed by the Appellant-Wife and the Respondent-Husband. They are both present before Court today. We have inquired from them whether they have read the Consent Terms and appended their signature thereon. They have answered in the affirmative and have further stated that they have read and understood the Consent Terms as well as the implications thereof. The Consent Terms are also signed by the advocates for the Appellant and the advocates for the Respondent.

8. In these circumstances, the Consent Terms dated 26th April, 2024 are taken on record and marked "X" for identification. There shall be an order and decree in terms of the Consent Terms.

9. The Consent Terms *inter alia* provide that this Court be pleased to pass a decree of dissolution of marriage under Section 13B of the Hindu Marriage Act, 1955. It is not in dispute before us that the Appellant-Wife and the Respondent-Husband have been residing separately for approximately 16 years. Considering these circumstances and the agreement arrived at between the parties as recorded in the Consent Terms, as well as in this order, we dissolve the marriage solemnized between the Appellant-Wife and the Respondent-Husband on 30th November 2006, by mutual consent under Section 13B of the Hindu Marriage Act, 1955.

10. The order of the Family Court granting a divorce to the Respondent-Husband on the ground of cruelty is now set aside and substituted by the present Consent Terms read with the present order.

11. For the sake of convenience, a scanned copy of the Consent Terms dated 26/04/2024 as signed by the parties, are appended to this order.

12. The above Family Court Appeal is disposed of in the aforesaid terms. However, there shall be no order as to costs.

13. In view of the disposal of the above Family Court Appeal, any Applications pending therein do not survive and are disposed of accordingly.

14. Though we have disposed of the above Family Court Appeal, considering that the Respondent-Husband is to gift **Flat No.11** to the Appellant-Wife, and in turn the Appellant-Wife is supposed to vacate **Flat No.490** within a period of 60 days from today, for the limited purpose of reporting compliance on this issue, we place the above Appeal on board on 26th June, 2024.

15. 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.

[SOMASEKHAR SUNDARESAN,J.]

[B. P. COLABAWALLA, J.]

Coram :- B. P. Colabawalla &
Somasekhar Sundaresan JJ.

Date :- 26/4/2024
Marked X for identification

IN THE HIGH COURT OF JUDICATURE OF BOMBAY

CIVIL APPELLATE SIDE AT BOMBAY

FAMILY COURT APPEAL NO. 132 of 2014

DISTRICT: PUNE

Mrs. Vaishali Harshad Deshpande ...Appellant

VERSUS

Mr. Harshad Mukund Deshpande ...Respondent

CONSENT TERMS

Consent terms filed on behalf of the Appellant and the Respondent are as follows -

1. The marriage between the Appellant and Respondent was solemnized on 30-11-2006 at Pune according to Hindu Vedic rites. There is no issue from the said wedlock.
2. That the respondent had filed petition for Dissolution of Marriage before the Hon'ble Family Court, Pune, bearing P.A. no. 232 of 2008, u/s 13 (1) (ia) & (iii) of The Hindu Marriage Act, 1955. That the Appellant (Ori. respondent) has resisted the said petition by filing her written statement and also filed application for Interim maintenance u/s 24 of The Hindu Marriage Act, 1955. The Ld. Family Court disposed of the P.A. no. 232 of 2008, by Judgment, order and decree dated: 11-04-2014

Vaishali Deshpande

[Signature]

whereby the petition of the respondent husband was allowed, and decree of divorce was granted in favour of respondent husband u/s 13 of The Hindu Marriage Act, 1955.

3. Being aggrieved and dissatisfied by the Judgment and Order dated 11-04-2014, the Appellant wife has filed the present Family Court Appeal before this Hon'ble Court. This Hon'ble Court (Coram; RANJIT MORE & SMT. ANUJA PRABHUDESSAI J.J.) was pleased to admit the above Family Court Appeal on 25-06-2015.
4. That during the pendency of the present Family Court Appeal, this Hon'ble court was pleased to mediate the parties to resolve the dispute between the parties. Initially the appellant wife refused to settle the matter and hence this Hon'ble court has directed the office to list the matter for final hearing and accordingly during the final hearing of the present Family Court Appeal, the parties herein, have decided to amicably settle their matrimonial dispute pending between them by seeking divorce by mutual consent on following terms and conditions –

- Respondent*
- 
- a. That the parties herein agrees that the marriage between the Appellant and the Respondent dated: 30-11-2006, be dissolved by a decree of divorce by mutual consent u/s 13B of Hindu Marriage Act, 1955.

- b. It is agreed between the parties that the respondent husband as and by way of full and final settlement towards the claim of appellant wife for maintenance, alimony/permanent alimony will transfer his Flat admeasuring about ~~220~~²⁵⁰ sq.ft. situated at **Flat no. 11, Raygad Heights, M No. 3/27/28NR Gram Panchayat 411041.**, in favour of appellant wife by way of registered gift deed within a period of 60 days from the presentation of the present consent terms before this Hon'ble court.
- c. It is agreed between the parties that the cost towards the execution/ registration of gift deed will be totally borne by the respondent husband.
- d. The Respondent husband agree and undertake that he will hand over the possession of the said Flat being Flat admeasuring about ~~220~~²⁵⁰ sq.ft. situated at **Flat no. 11, Raygad Heights, M No. 3/27/28NR Gram Panchayat 411041** free from all encumbrances.
- e. It is agreed between the parties that the respondent husband will pay an amount of Rs. 5,000/- (Rupees Five Thousand Only) p.m. to the Appellant wife for a limited period as agreed for next 36 months or till she gets remarried whichever is prior.
- f. The Appellant agree and undertake that she will vacate the Flat of her in-laws, wherein she is

Deshpande

[Signature]

presently residing being **Flat no. 490 Narayan Peth, opposite Pune Marathi Library, Pune 411030**, within a period of 60 days from the presentation of the present consent terms.

- g. The Appellant wife agree and undertake to deliver and handover the keys and peaceful possession of the **Flat no. 490 Narayan Peth, opposite Pune Marathi Library, Pune 411030**, to the respondent Husband on or before 60 days from the signing of present consent terms failing which the respondent husband with the help of Police force will be entitled to evict the appellant wife from the said flat.
- h. The Appellant wife further agree and undertake that upon receiving the possession of the said flat and the monthly maintenance as stated above, the Appellant wife will not have any claim of any maintenance in future nor she will file any proceedings claiming maintenance therein, under any heading whatsoever.
- i. It is agreed between the Parties that, either parties shall not have any claim on each others present and future moveable and immovable properties whether self-acquired or inherited.
- j. It is agreed by the Parties that neither of them has any claim upon each other in respect of their

Deshpande

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jewelries, ornaments, movable or immovable properties except mentioned above.

5. The Appellant and Respondent and their family members hereby declare and undertake that they have not filed any other proceedings / complaints before any authority or court of law in any jurisdiction against each other and either Parties have no complaints against each other and shall not commence any proceedings against each other under any law in any jurisdiction and if any such complaints filed and/or pending before any court of law by virtue of the present consent terms all such proceedings stands withdrawn.
6. The Parties agree that each of the Parties shall bear their own costs to ensure the compliance of these terms, whether legal, travel, out of pocket expenses or otherwise.
7. Both the Parties agree and undertake that they shall not take any precipitative steps / cause any hindrance either directly or indirectly to each other in future.
8. Both the Parties agree that these Consent Terms once executed are irrevocable and absolute in nature and that they have signed these consent terms out of their own free will, voluntarily, without any coercion or undue influence or force.

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9. The parties hereby agree and declare that now in view of the above settlement, there are no exchanges pending between them of whatsoever nature.
10. The Parties hereby agree that upon passing of the decree of divorce neither of them shall be responsible and / or liable for the debts and liability of the other in any manner whatsoever.
11. The Parties hereby agree that, both the parties shall live peacefully on their own, respecting each other's dignity and privacy, without having any direct or indirect interference in the lives of each other, and without causing any disturbance, disruption, nuisance, interruption, undue influence, coercion or any other difficulties in each other's personal, social or professional lives or that of their relatives and family members.
12. That the parties hereto have unconditionally and unequivocally withdrawn the allegations made against each other in all the present and past litigations between them.
13. That both the parties agree and confirm that, in the above terms this Hon'ble Court be pleased to pass Decree of dissolution of marriage u/s 13 B of Hindu Marriage Act, 1955.

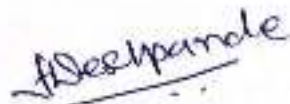
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In the witness above composition both parties duly identified by their advocates signed this Consent Terms on 26-04-2024 and present to the court for disposal of the present Family Court Appeal.

Place: Mumbai

Date: 26-04-2024



Appellant
Vaishali Harshad Deshpande



Respondent
Harshad Mukund Deshpande



Akshay R. Kapadia
Advocate for Appellant



Hitesh Vyas
Advocate for Respondent

**IN THE HIGH COURT OF JUDICATURE OF
BOMBAY
CIVIL APPELLATE SIDE AT BOMBAY
FAMILY COURT APPEAL NO. 132 of 2014
DISTRICT: PUNE**

Mrs. Vaishali Harshad Deshpande ...Appellant

VERSUS

Mr. Harshad Mukund Deshpande ...Respondent

CONSENT TERMS

Dated 26th day of April 2024



भारतीय विशिष्ट ओळख प्राधिकरण

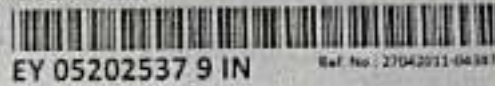
भारत सरकार

Unique Identification Authority of India

नोंदणी क्रमांक/Enrolment No.: 1171/02029/00823

To: Vaishali Harshad Deshpande
(वैशाळी हर्षद देशपांडे)
W/O Harshad Deshpande
Flat No. 9, Induprasna Society, 400 Narayan Peth
Patya Maruti Gali
Opp Pune Marathi Granthalay
Narayan Peth
Pune City
Pune
Maharashtra - 411030

Date: 27/04/2011



EY 05202537 9 IN

Ref. No.: 27042011-04387

Vaishali Harshad Deshpande

आपला आधार क्रमांक / Your Aadhaar No. :

2003 9508 7565

आधार – सामान्य माणसाचा अधिकार



भारत सरकार



वैशाळी हर्षद देशपांडे
Vaishali Harshad Deshpande

जन्म वर्ष / Year of Birth : 1980
स्त्री / Female

2003 9508 7565



आधार – सामान्य माणसाचा अधिकार



भारत सरकार
Government of India



देशपांडे हर्षद मुकुंद
Deshpande Harshad Mukund
जन्म वर्ष / Year of Birth : 1976
पुरुष / Male



3471 0792 8111

आधार - सामान्य माणसाचा अधिकार

26/04/2024



भारतीय विशिष्ट ओळख प्राधिकरण
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