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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO. 3288 OF 202

Parvez Ali & Ors.

] ... Petitioners

Versus

1. State of Maharashtra

] ... Respondent No.1

2. Shufina Parvez Ali & Anr.

] ... Respondent No.2

CONSENT TERMS BETWEEN THE PETITIONER NO.1
(HUSBAND) AND RESPONDENT NO.2 (WIFE) IN THE ABOVE
MATTER:

1. The Petitioner No.1 and the Respondent No.2 are related to each other as husband and wife. The Petitioner No.1 is the husband, whereas the Respondent No.2 is the wife. Both the parties are Muslims and are having three children out of their wedlock, namely Alveera Shaikh (16 years at present), Aleeza Shaikh (15 years at present), Alishba Shaikh (10 years at present). All the children are minors and are in custody of Respondent No.2 (wife) who is at present residing with her parents along with her children at the

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residence of her parents at Dongri, Mumbai since last more than 6 years.

2. The Respondent No.2 (Wife) has recorded an FIR bearing No. I-411 dated 29.12.2017 with the Nayanagar Police Station against the Petitioner No.1 (Husband) and his family members under Section 498 (A), 506, 323, 504 read with 34 of the IPC, 1860 and the Police authorities have filed Charge-sheet in the said matter and the matter is pending before the Learned Magistrate's Court at Thane.
3. The Respondent No.2 (Wife) has also filed a Domestic Violence case bearing D.V. No. 188/2018 before the J.M.F.C at Thane and the Hon'ble Court has passed an interim maintenance Order dated 11.10.2019 directing the Petitioner No.1 (Husband) to pay an amount of Rs. 15,000/- per month to the Respondent No.2 (Wife). The Respondent No.2 (Wife) challenged the Order dated 11.10.2019 before the Learned Sessions Judge, Thane and vide Order dated 22.08.2023, the Learned Sessions Judge, Thane has enhanced the interim maintenance Order from Rs. 15,000/- per month to Rs. 45,000/- per month.

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4. The Petitioner No.1 (Husband) has challenged the Order dated 22.08.2023 passed by the Learned Sessions Judge, Thane by filing the present Criminal Writ Petition (L) No. 22369 of 2023 which is pending for admission and interim reliefs before this Hon'ble Court.
5. The family members of the Petitioner No.1 (Husband) have filed a Criminal Writ Petition bearing No. No. 4946 of 2021 for quashing of the FIR bearing No. I-411 dated 29.12.2017 registered with the Nayanagar Police Station against the Petitioner No.1 (Husband) and his family members under Section 498 (A), 506, 323, 504 read with 34 of the IPC, 1860 and the same is also pending for admission and interim reliefs before the Division Bench of this Hon'ble Court. At the time of last hearing of Criminal Writ Petition bearing No. No. 4946 of 2021, the Hon'ble High Court has directed the parties to appear before the mediator (Mrs. Deshmukh, APP) appointed by the Hon'ble Court and thereafter the matter remained as such without any progress.
6. Now with the intervention of the family members, relatives and close friends, both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) have decided to settle all the disputes

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amongst themselves keeping in mind the welfare of the children and have arrived at the following terms and conditions:

a.) It is agreed by both the parties that the Petitioner No.1 (Husband) shall purchase a One Bedroom Hall Kitchen (1BHK) Flat in Taloja, Phase-1, Dist. Raigad on ownership basis within a period of 1 month from the date of execution of the present Consent Terms. It is further agreed that the said Flat shall be purchased by availing loan and/or credit facility from any banking, non-banking and/or any other financial institutions and/or any persons and the Petitioner No.1 (Husband) shall pay all the EMI's in respect of the said loan and bear all the liabilities of the said Flat. The Flat shall be purchased in the joint-names of both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) and the loan on the Flat shall be insured by any insurance company and the Petitioner No.1(Husband) shall ensure that the loan on the Flat is insured. The Petitioner No.1 (Husband) hereby undertakes to this Hon'ble Court that he shall not default in paying EMI's to the bank and shall not create any third party rights on the said Flat.

Petitioner

Respondent

b.) It is agreed by both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) that the Petitioner No.1 (Husband) shall transfer his ownership right, title and interest in the said Flat upon payment of the entire loan amount and all other charges in favor of their 3 children, namely Alveera Shaikh (16 years at present), Aleeza Shaikh (15 years at present), Alishba Shaikh (10 years at present).

c.) It is agreed by both the parties that the Petitioner No.1 (Husband) shall pay an amount of Rs. 20,000/- (Rupees Twenty Thousand Only) every month to the Respondent No.2 (Wife) towards the maintenance and welfare of the Respondent No.2 (Wife) and their 3 children namely Alveera Shaikh (16 years at present), Aleeza Shaikh (15 years at present), Alishba Shaikh (10 years at present). The amount of Rs. 20,000/- (Rupees Twenty Thousand Only) shall be paid on/or before the 5th day of every month, without any default. The Petitioner No.1 (Husband) undertakes to this Hon'ble Court to pay the aforesaid amount of Rs. 20,000/- per month to the Respondent No.2 and failure to pay the said amount shall result in Contempt of Court order, apart from the fact

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that the Respondent No.2 shall be entitled to execute the Order dated 22.08.2023 passed by the Learned Sessions Judge, Thane which is Impugned in the present Writ Petition.

d.) It is agreed by both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) that the Petitioner No.1 (Husband) shall bear all the outgoings including but not limited to electricity charges, municipal taxes, maintenance charges, Wi-Fi charges, etc. in respect of the said Flat and shall pay such bills every month without default and demur. The Petitioner No.1 (Husband) undertakes to this Hon'ble Court to pay the aforesaid amount without default.

e.) It is agreed by both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) that the Petitioner No.1 (Husband) shall bear all the educational expenses of the 3 children namely Alveera Shaikh (16 years at present), Aleeza Shaikh (15 years at present), Alishba Shaikh (10 years at present) including expenses towards books, stationery, etc.

f.) It is agreed by both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) that the Petitioner No.1

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(Husband) shall make payments towards expenses of clothing, etc. to the Respondent No.2 (Wife) (for herself and on behalf of their 3 children) on account of festivals such as Ramzan, Eid-ul-Fitr, Bakri Eid, etc.

g.) It is agreed by both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) that the Petitioner No.1 (Husband) shall deposit an amount of Rs. 5,00,000/- (Rupees Five Lakhs) in the Fixed Deposit Account (in any Nationalized Bank) to be opened in the joint names of the Respondent (2) and their three minor children within 6 months from the date of execution of the present Consent Terms. Moreover, the Petitioner No.1 (Husband) shall have agreed to contribute a sum of Rs. 10,00,000/- at the time of marriages of his 3 children. The Petitioner No.1 (Husband) undertakes to this Hon'ble Court to pay the aforesaid amount without default.

h.) It is agreed by both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) that the Petitioner No.1 (Husband) shall be given access to the three children on every

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Sunday between 2:00 p.m. to 10:00 p.m. and/or during vacation also subject to the request and availability and convenience of the parties keeping in mind that the educational and physical welfare of the children are supreme.

- i.) It is agreed by both the parties that Petitioner No.1 (Husband) shall not part with possession of Flat No. 402, Building No.2, N.G. Paradise Complex, Hatkesh Road, Mira Road (E), Thane- 401107 and/or create any third party rights on the said Flat and in the event of death of the Petitioner No.1 (Husband), the Respondent No.2 (Wife) and her 3 children shall be entitled to 50% right, title and interest in the said Flat and the remaining 50% shall vests equally with the mother and second wife of the Petitioner No.1 (Husband).
- j.) It is further agreed by both the parties that the Respondent No.2 (Wife) shall not take any coercive steps in D.V. No. 188/2018 pending before the 11th Joint Civil Judge Junior Division/ JMFC, Thane and/or before the prosecuting authorities and the proceedings pending before the 11th Joint Civil Judge Junior Division/ JMFC, Thane in D.V. No. 188/2018 shall be stayed.

Petitioner

Respondent

- k.) It is agreed by both the parties that upon receipt of the aforesaid amounts and the Flat mentioned supra, the Respondent No.2 (Wife) shall withdraw the case bearing D.V. No. 188/2018 pending before the 11th Joint Civil Judge Junior Division/ JMFC, Thane against all the Petitioner No.1 (Husband) and his family members. In the event of failure of making payments and purchase of Flat as stated supra, the Respondent No.2 (Wife) shall restore the D.V. 188/2018 pending before the 11th Joint Civil Judge Junior Division/ JMFC, Thane.
- l.) It is agreed by both the parties that upon receipt of the aforesaid amounts and the Flat mentioned supra, the Respondent No.2 (Wife) shall give her irrevocable consent to quash the FIR No. I-411 dated 29.12.2017 registered with the Nayanagar Police Station against the Petitioner No.1 (Husband) and his family members under Section 498 (A), 506, 323, 504 read with 34 of the IPC, 1860.
- m.) It is further agreed by both the parties that in all the Mutual Funds, particularly Mutual Fund having BO ID No. 1209210002957965 along with Two LIC Policy No.

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924330884 & LIC Policy No. 924330882, the Petitioner No.1 (Husband) and/or his family members shall not claim any amount whatsoever and the Respondent No.2 (Wife) and the three children shall be entitled to the benefits accruing therefrom.

n.) It is further agreed by both the parties that marriage expenses of the 3 children shall be borne by the Petitioner No.1 (Husband) as per his financial ability at the time of their marriage.

o.) It is further agreed by both the parties i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) that they shall not file any Civil and/or Criminal proceedings, complaints in respect of their marital differences in any Police Station or in any Court in India against each other or against each other's respective family members, relatives etc. henceforth.

7. Both the parties herein i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) state that they have understood the contents of the present Consent Terms and have executed the present Consent Terms willfully in sound stage of their minds, and

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health, without any coercion or undue influence of any of their respective relatives or family members.

8. Both the parties herein i.e. Petitioner No.1 (Husband) and Respondent No.2 (Wife) agree and undertake not to resile from the present Consent Terms under any circumstances and further undertake to comply with the present Consent Terms.

Mumbai dated this 7th day of Aug 2024.

Parvez

Parvez Ali Qudrat Ali Shaikh
Petitioner No.1

Safina

Safina Parvez Ali Shaikh
Respondent No.2



[Signature]

Advocates for the Petitioners

R. A. Shaikh

Advocate for Respondent No.2

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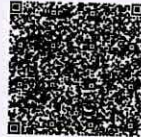


भारत सरकार

GOVERNMENT OF INDIA



परवेज़ अली कुद्रेत अली शेख
Parvez Ali Qudrat Ali Shaikh
जन्म तारीख/DOB: 21/04/1978
पुरुष/ MALE
Mobile No: 8879797062



4746 0141 3345
VID : 9155 4078 3043 9547

मेरा आधार, मेरी पहचान

Parvez



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
फ्लैट नो. 402, बिल्डिंग नो. 8, एन जी पैराडाइस कॉम्प्लेक्स,
हाटकेश रोड, मिरा रोड ईस्ट, श्री निधी मार्ग, मीरा-भायंदर,
ठाणे,
महाराष्ट्र - 401107

Address :
Flat No.402, Building No.8, N
G Paradise Complex, Hatkesh
Road, Mira Road East, Behind
Shree Nidhi, Mira-Bhayander,
Thane,
Maharashtra - 401107



1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1947,
Bengaluru-560 001

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भारत सरकार
GOVERNMENT OF INDIA

सुफिना गझला परवेझ आली शीख
Sufina Gazala Parvez Ali Shaikh



जन्म वर्ष / Year of Birth : 1982
स्त्री / Female

4800 3501 7862



आधार — सामान्य माणसाचा अधिकार



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता :

००२/जे विंग सीता पार्क सी.एच.एस. लिमिटे
लक्ष्मी पार्क समोर
मीरा रोड पूर्व
ठाणे, महाराष्ट्र, 401107

Address :

002/J Wing Sita Park CHS Ltd, Lodha F
Opp. Laxmi Park
Mira Road East
Thane, Maharashtra, 401107

Aadhaar - Samanya Maansacha Adhikaar

IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRI. WRIT PETITION (NO. 3288 OF 2024

Parvez Ali & Ors.] ... Petitioners

Versus

1. State of Maharashtra] ... Respondent No.1
2. Shufina Parvez Ali & Anr.] ... Respondent No.2

CONSENT TERMS BETWEEN THE
PETITIONER NO.1 (HUSBAND) AND
RESPONDENT NO.2 (WIFE) IN THE ABOVE
MATTER

Mumbai dated this 7th day of Aug 2024.

R.B. Shinde
Adv. for Petitioner
Gaymandana CHS, 1st Floor
Sanjay Nagar, Badliapur (E)-
421503
Mob: 9890142586
Email: rayushinde1967@gmail.com

R. A. SHAIKH & ASSOCIATES
ADVOCATES HIGH COURT,
27/33, Beaumon Chambers, Gr. Flr., Chamber No. 3,
Near Welcome Hotel, N. M. Road, Fort, Mumbai-1.
Cell.: 9820083616 - Email: 1312ras@gmail.com

Adv for Resp. No 2