

② Tenders in court, taken on record, mark 'X',
kept here with 16/10/24

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

DISTRICT: MUMBAI

CIVIL APPELLATE JURISDICTION

WRIT PETITION No. 5151 of 2024

POOJA ROHIT DUSAD ALIAS MS. POOJA KHANDELWAL

...PETITIONER

Vs.

ROHIT DUSAD

...RESPONDENT

CONSENT TERMS

- I. **Permanent Alimony:** The Respondent herein undertakes to this Hon'ble Court that he will give to the Petitioner herein an alimony of Rs. 200,00,000/- **(Rupees Two Crores Only)** upon the fulfilment of the below conditions and the Petitioner herein undertakes to this Hon'ble Court that she will have no other and further maintenance claim, monetary claims or claims of compensation over the Respondent and or over the Respondent's company viz. M/s. Nactus (India) Services Pvt. Ltd. and or on the Respondent's family and or their business associates and or their relatives and or their friends and she will also not have any proprietary or residence claim over the matrimonial house and/or Ancestral properties and/or the property/s of the in-laws.

(A) The Respondent undertakes to this Hon'ble Court to provide the above amount in the following manner:

- (i) 1st Tranche: Rupees Fifty Lakhs Only upon signing of these consent terms in front of the Ld. Mediator on 14th October 2024 through RTGS. Thereafter on 16th October 2024, the signed consent terms shall be submitted before this Hon'ble Court to be taken on record.
- (ii) 2nd Tranche: Rs. 100,00,000/- (Rupees One crore Only) to be paid by the Respondent to the Petitioner on 17th October 2024 through RTGS upon the simultaneous execution of (1) Release Deed/Gift deed before the Registrar of Assurances for release by the Petitioner herein unto the Respondent herein, of her claim on joint property flat being, Apartment A- 1101/02 Lake Lucerne, Lake Homes, Powai, Mumbai 400 076 costs including stamp duty and registration of which shall be borne by the Respondent alone (2) The Petitioner shall thereupon sign the physical copies of Transfer Deed for transfer of her shares if any in M/s. Nactus (India) Services Pvt. Ltd onto the Respondent herein and shall also resign from the directorship of this Company. Any/all liabilities pertaining to the Company Nactus (India) Services Pvt.Ltd., whether past present or future shall be of the Respondent alone and the Petitioner shall not be liable for any of the affairs of Nactus (India) Services Pvt. Ltd., whether past, present or future. (3) Locker to be operated as per the *para II B (2)* hereinbelow after the Registration of the Release Deeds and/or as per the convenience of the parties.

(iii) 3rd Tranche: Rs. 50,00,000/- (Rupees Fifty-Lakhs Only) shall be deposited on 18.10.2024 by the Respondent with the Ld. Family Court simultaneously upon filing/amending of the divorce petition/s into mutual consent proceedings before the Ld. Family Court Bandra. Thereafter the Petitioner and the Respondent shall withdraw/cause to withdraw all the Complaints listed herein below and the Quashing of the Criminal Case No. 2811/PW/2023. This amount of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) of 3rd Tranche shall be kept by the Respondent with the Family court in favour of the Petitioner in a secured manner to continually until all withdrawals of Complaints, quashing of criminal case no. 2811/PW/2023 and dissolution of marriage pursuant to which the Petitioner is free to withdraw the above amount.

II. Any/All expenses pertaining to Pratham Dusad including but not limited to his education, incidental costs and expenses, any other expenses by whatever name shall be borne by the Respondent alone.

III. **WITHDRAWAL OF COMPLAINTS:**

(A) The Petitioner herein, after completion of 2nd Tranche with realization of the amounts of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) of 1st trench and Rs. 100,00,000/- (Rupees One crores only) of 2nd Trench unto the Petitioner in her favor and the Respondent depositing/keeping the amount of balance Rs. 50,00,000/- in the Ld. Family Court at Bandra as



above said, hereby undertakes to this Hon'ble Court that she will fully co-operate in securing an expeditious disposal of the following Complaints and or proceedings:

(i) Criminal Case No 2811/PW/ 2023 registered under FIR No. 29/2023:

The Respondent's Writ Petition No. 1503 of 2023 under Section 482 Cr.P.C is pending before this Hon'ble Court. The Petitioner herein undertakes to this Hon'ble Court that, she will not object to the addition of the family members charged in said Criminal Case No. 2811/PW/2023 as Petitioners in said Writ Petition No. 1503 of 2023 and/or filing of a fresh Writ Petition/ Application seeking quashing of the aforesaid Complaint for the remaining family members. The Petitioner herein undertakes to this Hon'ble Court that she will submit an affidavit in Writ Petition no.1503 of 2023 and/or the fresh Writ Petition that she has no objection if the Hon'ble High Court directs quashing of the Criminal Case No. 2811/PW/2023 and/or fresh Writ and FIR No. 29/2023. The Petitioner herein further undertakes to this Hon'ble Court that will she present herself in person and through her Advocates before the Hon'ble High Court.

(ii) Criminal Complaint filed before Powai Police Station dated

16.01.2023: The Petitioner herein undertakes to this Hon'ble Court that she will withdraw her complaint against the Respondent herein and the other accused therein namely, Mr. Vikas Dusad and Mr. Vaibhav Agarwal by giving appropriate statements to the Investigating Officer upon request of the Investigating Officer to the Petitioner and the Petitioner

and the Respondent together will visit the Powai Police Station along with their respective lawyers to ensure the closure of this complaint at the earliest upon completion of the 2nd trench as in these consent terms.

(iii) Criminal Complaint filed before Cyber Crime Cell dated 18.01.2023:

The Petitioner herein undertakes to this Hon'ble Court that she will withdraw her complaints against the Respondent and the other persons therein namely, Mr. Vikas Dusad, Mr. Rahul Dusad and Mr. Bala by giving appropriate statements to the Investigating Officer. The Petitioner and the Respondent together will visit the Cyber Cell at BKC where the Petitioner herein has filed the said Complaint, along with their respective lawyers to ensure the closure of this complaint at the earliest upon completion of the 2nd tranche as in these consent terms.

(iv) Complaint to National Commission of Women (NCW) at Delhi dated 22.03.2024:

The Petitioner herein undertakes to this Hon'ble Court that she will write a letter to the NCW and withdraw her complaints and enclose a copy of these consent terms therein. The Petitioner herein undertakes to this Hon'ble Court that she will address the Respondent herein as a CC to this letter and provide a true copy of this letter to the Respondent. The Petitioner herein will also share the tracking report of delivery of this letter and or acknowledgement of receipt of the same.

(v) DV Complaint 174/2021: The Petitioner herein undertakes to this Hon'ble Court that she will instruct her advocate on record in this matter, to 'Take on Board' the complaint at the earliest upon the execution of these Consent Terms and withdraw the same against all Respondents



therein, in view of the compensation received under these Consent Terms from Respondent herein.

(vi) Transfer Petition No MCA/51/2024 : Upon withdrawal of DV/174/2021, the Respondent herein undertakes to this Hon'ble Court to withdraw his application for transfer of DV/174/2021 to Family Court at Bandra.

(vii) The Respondent shall simultaneously withdraw all the cases, matters applications filed by him including but not limited to the Criminal MA No 38/2023 before the Ld. Family Court, Bandra and any other matters, cases filed by him Before the Ld. Magistrate Court in Andheri and any other courts, tribunals if any.

(viii) Suit No 498/2024: Upon registration of Release/Gift Deed, as per I (iii) hereinabove, the Respondent herein undertakes to this Hon'ble Court to withdraw his declaratory suit filed at the Ld. City Civil Court at Greater Bombay.

(ix) The Respondent shall simultaneously close/withdraw cause to close/withdraw all the Complaints including but not limited to the defamation complaint No. 7604/2022 filed by the Respondent's Brother against Petitioner's Father and/or other family members before Jaipur court. If is already concluded as assured by the Respondent he shall share with the Petitioner/her advocate, the authenticated copy of the said order of the Court in this matter.

(x) The Respondent shall simultaneously close/withdraw cause to close/withdraw all the Complaints including but not limited to the

complaints dated 25.09.2022 filed by the Respondent's cousin Mr. Rahul Dusad against Dr Bhavesh Acharya and Dr Prabha Bhavesh Acharya before the National Commission for Homeopath, Maharashtra Council of Homeopathy with CC to Dr. Bhavesh Acharya and Dr Prabha Acharya and to the Petitioner. The Respondent herein will also share the tracking report of delivery of this letter and or acknowledgement of receipt of the same.

(B) Residuary closures:

(1) Both parties agree that any other Complaints / Suits, proceedings whether civil, criminal or of any other nature if at all filed by them or their relatives or representatives against the other person herein or any of their family members or friends or relatives or business associates in Mumbai and outside Mumbai will be treated as immediately withdrawn and or will require to be compounded and or will require co-operation of the other person herein for seeking directions to quash the same before the appropriate authorities.

(2) The Petitioner and the Respondent jointly own a locker no 1022R0500057 at ICICI Bank, Chandivali branch and a locker no 489 at HDFC Bank, Powai branch. The Petitioner herein will surrender her ownership and operation of ICICI Bank locker and the Respondent herein will surrender his ownership and operation of HDFC Bank locker. The Lockers will be opened on 17.10.2024 after execution of the Release Deeds, in the presence of Advocates for respective parties or at any other day at mutual convenience. Any belongings in these two




lockers shall be mutually decided to be distributed between the Petitioner and the Respondent in consonance with these consent terms in front of their Advocates.

IV. Amicable Separation: The parties hereto or any of their family members or friends or relatives or business associates in Mumbai and outside Mumbai will not file any fresh complaints against one another or their relatives, friends, family members or business associates. The parties agree that their names and their son's name and names of all family members be redacted from all record of proceedings.

These consent terms are signed and executed by the parties in 4 counter parts and both counterparts taken together shall be deemed to constitute one and the same instrument.

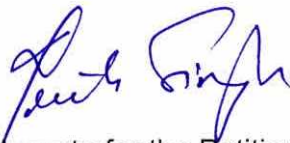
Dated this 14th Day of October 2024.



POOJA KHANDELWAL
PETITIONER



ROHIT DUSAD
RESPONDENT



Advocate for the Petitioner



Advocate for the Respondent