

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.736 OF 2024

Gopal Hanmant Dhere ...Appellant
Versus
Suvarna Gopal Dhere ...Respondent

WITH
INTERIM APPLICATION NO.559 OF 2023
IN
SECOND APPEAL NO.736 OF 2024

Gopal Hanmant Dhere ...Applicant
Versus
Suvarna Gopal Dhere ...Respondent

Ms. Sheetal M. Ubale i/b. Mr. Rajaram V. Bansode, for the Appellant.
Mr. Rushabh D. Phade, for the Respondent.
Mr. Gopal Hanmant Dhere, the Appellant, present in-person.
Ms. Suvarna Gopal Dhere, the Respondent, present in-person.

CORAM: MADHAV J. JAMDAR, J.
DATED : 1st JULY 2025

P. C.:

1. Heard Mr. Ubale, learned Counsel appearing for the Appellant and Mr. Phade, learned Counsel appearing for the Respondent. Both the learned Counsel state that the parties have settled the dispute and tendered the Consent Terms.

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2. The Consent Terms are signed by the Appellant-Gopal Hanmant Dhere and the Respondent-Suvarna Gopal Dhere. The Consent Terms are also signed by the respective Advocates and respective Advocates identified their signatures. Both, the Appellant-Gopal Hanmant Dhere and the Respondent-Suvarna Gopal Dhere are personally present in Court. Both of them state that they have settled the dispute in terms of the Consent Terms.

3. Accordingly, the Consent Terms are taken on record and marked 'X' for identification. The said Consent Terms reads as under:

"CONSENT TERMS

The Appellant and the Respondent are the contesting parties in the proceeding have amicably and mutually decided to settle the dispute between themselves on the following terms and conditions.

1. That, Appellant has filed aforesaid Second Appeal challenged the Impugned Judgment and Decree dated 22.04.2022 passed by the Ld. District Judge-1, Malshiras whereby the judgment and decree dated 08.01.2015 passed in RCA No. 247/2012 before the Ld. Addl. District Judge, Malshiras filed by Respondent/Plaintiff is stands quash and set aside & further held that, the Respondent-wife has a

right of claiming maintenance from the Applicant/ Defendant.

2. That, since then the present Second Appeal is pending in the Hon'ble High Court for Admission.

3. That, the Appellant & Respondent decided to settle the matter amicably by their own mutual consent without any coercion, force or fraud or undue influence.

4. That, it is agreed by the Appellant and Respondent herein that lump sum amount of sum of Rs. 3,00,000/- (Rupees Three Lacs Only) will be full and final settlement of the amount of permanent maintenance amount which shall be paid by the Appellant husband to Respondent wife for her lifetime. The Appellant has agreed to pay and Respondent has agreed to accept the said amount towards lump sum full and final settlement of the amount of permanent maintenance.

5. That, it is made it clear that the above said lump sum amount of sum of Rs. Rs. 3,00,000/- (Rupees Three Lacs Only) shall be paid by the Appellant in following terms:

a. The first installment of Rs.1,00,000/- (Rupees One Lakh) shall be paid by the Appellant Husband to the Respondent Wife by Cheque bearing no. 063610 of Bank of Maharashtra, Malshiras Branch on the date of filing the present consent term in this Hon'ble High Court.

b. The second installment of Rs. 1,00,000/- (Rupees One Lakh) shall be paid by the Appellant Husband to the Respondent Wife by way of post dated Cheque bearing no. 063611 of Bank, Malshiras

Branch, at the time of filing Petition for divorce by mutual consent in the Ld. Trial Court.

c. The Third installment of Rs.1,00,000/- (Rupees one Lakh) shall be paid by the Appellant Husband to the Respondent Wife by way of post dated Cheque bearing no. 063612 of Bank, Malshiras Branch, at the time of final order of Divorce in the Ld. Trial Court.

6. That, it is agreed by the Appellant and Respondent that, they both shall not claim in any property (movable or immovable) against each other in future and Respondent shall not claim any maintenance past, present or future for herself from Appellant in future in any circumstances.

7. That it is agreed by the Appellant and Respondent that, both will not make any allegations against each other on any of the issues such as moral, social or any economical hereinafter in future of whatsoever in nature.

8. That it is agreed by the Appellant and Respondent that, both shall have no relation with each other and will not interfere in each other life in any manner after the decree of divorce.

9. That the Appellant and Respondent are at their liberty to remarry according to their own will and wish only after the decree in the divorce petition by mutual consent by this Hon'ble High Court, in their favour.

10. That the Appellant and Respondent shall not be held responsible for any grievances and allegations of whatsoever in nature made against each other herein past or future and shall also not be held

responsible for any individual cases/complaint pending against each other herein past and future before any court or police station if pending.

11. That the Appellant and Respondent hereby assures to each other that they shall withdraw all the disputes or complaints or cases which they had filed with the concerned authority, tribunal, forum or court of law against each other if any, immediately within 1 month from filing the consent terms.

12. The Appellant & Respondent have mutually agreed that, the marriage solemnized on 01.07.1987 will be dissolved by Mutual Consent of each other under the provision of Section 13-B of Hindu Marriage Act, 1955. The Appellant & Respondent states that, Mutual consent divorce is not obtained by practicing any fraud, deception, coercion or by undue influence.

13. That the above consent terms may also form part of Mutual Consent Divorce.

14. The Appellant & Respondent hereby undertake that, they will not withdraw or taken back the consent given for filing the present petition for Divorce by mutual consent.

15. That, it is further agreed by the Appellant that pursuant to the present settlement arrived between the parties; the Appellant shall unconditionally withdraw the Cri. Misc. Application No. 545/2022 proceeding pending before Ld. J.M.F.C. Malshiras, Dist- Solapur. The Respondent shall preferably withdraw the said proceeding within one month from the date of filing consent terms.

16. That, the maiden name of the Respondent/wife is Baidabai Raghunath Shendge and the said name is mentioned in her Adhar card as well as her Bank Account, she has not changed her name after marriage with Appellant. Therefore the cheques mentioned in No.5(a) (b) & (c) in present consent terms are giving in her maiden name Baidabai Raghunath Shendge. The Respondent/wife shall not raise any dispute in respect of her name. Enclosed herewith the copies of Affidavit, Bank Passbook & Adhar Card of Respondent in respect of her name.

17. That, it is further agreed by the Appellant & Respondent that, they both shall file an application in Petition for mutual consent divorce under Section 13-B of Hindu Marriage Act 1955 before the Ld. Civil Judge Senior Division, Malshiras, Dist-Solapur within one month or prior to that from the date of filing the present consent terms in this Hon'ble High Court.

18. In view of the present consent terms, by consent of both the parties the present Second Appeal No. 736/2024 is stands allow in terms of this consent terms and thereby quash & set aside the judgment and decree dated 22.04.2022 passed by passed by the Ld. District Judge-1, Malshiras, Dist- Solapur in Regular Civil Appeal No. 11/2015 & the order passed by the Ld. Civil Judge Senior Division, Malshiras in Regular Civil Suit No. 247/2012 stands confirm and thereby the RCS No. 247/2012 stands dismissed.

19. The all legal expenses for filing by consent application/petition for divorce U/sec. 13-B of Hindu Marriage Act 1955 shall be borne by the Appellant/husband.”

4. Various statements made in the Consent Terms by the Appellant-Gopal Hanmant Dhere and the Respondent-Suvarna Gopal Dhere are accepted as undertakings given to this Court.

5. Accordingly, the Second Appeal is disposed of in terms of the Consent Terms.

6. In view of the disposal of the Second Appeal, nothing survives in the Interim Application and the same is also disposed of.

[MADHAV J. JAMDAR, J.]