

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO. 40 OF 2025

WITH

INTERIM APPLICATION NO.1415 OF 2023

Amitkumar Jintendra SinghAppellant/Applicant
Vs.
Ekta Amitkumar Singh @
Ekta Suryapratap SinghRespondent

WITH

FAMILY COURT APPEAL (ST) NO.21308 OF 2024

Ekta Amitkumar Singh @
Ekta Suryapratap SinghAppellant
Vs.
Amitkumar Jintendra SinghRespondent

Mr. Satyaram R. Gaud, for the Appellant in FCA/40/2025, for the Applicant in IA/1415/2023 and for Respondent in FCAST/21308/2024.

Mr. Tarun Shrivastava, i/b. Karmarkar & Associates, for the Appellant in FCAST/21308/2024 and for the Respondent in FCA/40/2025.

CORAM : REVATI MOHITE DERE &

DR. NEELA GOKHALE, JJ.

DATE : 11th August 2025

ORDER:- (Per Dr. Neela Gokhale, J.)

1. Learned counsel for the Appellant and learned counsel for the Respondent have amicably settled their dispute and have entered into the Consent Terms. The said Consent Terms dated 11th August

2025 have been duly signed by the Appellant as well as the Respondent along with their respective counsel. The said Consent Terms are taken on record and marked **‘X’ for Identification**. The Consent Terms read as under:

“CONSENT TERMS :

THIS consent terms is made and entered into at Mumbai on this 16th day of July, 2025, by and between MR. AMITKUMAR JITENDRA SINGH, Age: 40 Years, an Indian Inhabitant of Mumbai, Residing at: D B Ozone, Flat No. 401, Building No. 23, Near Thakur Mall, Mira Road, Dist.: Thane, hereinafter called the "THE APPELLANT" of the ONE PART AND EKTA AMIT SINGH, Age: 36 Years (Divorced from Amitkumar Jitendra Singh as per divorce decree dated passed by Hon'ble Family Court, Bandra, Mumbai (Maiden Name: Miss Ekta Suryapratap Singh), Address: Room No. 8, Sawari Muthu Chawl, Sai Baba Road, Near New English School, Jawahar Nagar, Khar (West), Mumbai-400 051 (current address can be amended if any), hereinafter called "THE RESPONDENT" of the other part.

WHEREAS the parties hereto are Hindu and both were married on 02/05/2014 at Sainandan, Khanda Colony, Khandeshwar, New Panvel, New, Mumbai according to Hindu rites and custom and same is an arranged marriage, further out of said wedlock there is no any issue begotten.

AND WHEREAS it is further an admitted fact that both the

parties are residing separately since 2014 itself i.e. since more than 10 years and eventually both the parties are now settled in their respective personal life happy without any interference in each other's life.

WHEREAS it is further an undisputed fact that Divorce Petition filed by the Appellant before Family Court at Bandra, Mumbai is decreed by granting decree of divorce subject to awarding per month maintenance of Rs.15,000/- (Rupees Fifteen Thousand Only) and also directing the Appellant to return the stridhan to Respondent, however same is challenged by both the parties, which is pending before this Hon'ble Court, without there being passing any order on merit of the case.

WHEREAS, during the pendency of the present appeal and counter appeal filed by the both parties before this Hon'ble Court, with the valuable assistance and efforts put by Hon'ble Court and so also Senior members of the respective family members, moreover both the parties being well educated and mature enough, having said that after giving a deep thought and considering the fact that proceeding further in the litigations would be nothing but a waste of time, and both of them have now realized that their dispute may settle amicably.

WHEREAS, in view of above facts, both the party are now willing to settle their long-standing matrimonial dispute, when admittedly both the parties are already settled in their personal life and leading their happy life, both have decided to settle their dispute amicably upon certain terms and conditions.

AND WHEREAS now both the parties have settled their disputes amicably amongst themselves and both the parties hereby agreed to sign and execute this consent terms, under following terms and conditions, which is as follows:

1. That, Appellant (husband) shall pay a lum-sum amount of Rs.8,00,000/- (Rupees Eight Lacs Only) in three installments within a period of three months from the date of execution of present consent terms, which even includes the arrears of maintenance amount awarded by the Family Court in the present impugned order till date, and there shall be no any additional demand from the end of Respondent for such arrears of maintenance and that this will be considered as a full and final one time settlement, which even includes the claim of stridhan as well.

2. The above all payment shall be paid in form of Demand Draft in the name of Respondent above-named, particularly, 'Ekta Suryapratap Singh', and she shall be issuing necessary acknowledgements receipt to the Appellant, by accepting such amount, in form of DD, periodically.

3. It is further made it abundantly clear that upon making the entire Rs.8,00,000/- (Rupees Eight Lacs Only) the claim and even effect of the order of Hon'ble Family Court, Bandra, Mumbai in connection with Stridhan (valuable ornaments and/or any kind of stridhan) would become null and void, moreover particularly Respondent after accepting the settlement amount of Rs.8,00,000/- she shall not make any claim towards her any kind of stridhan and she shall be waiving off her such claim, right and

interest upon such stridhan, in another terms Appellant shall not be liable to either give any stridhan (valuable ornaments) to the Respondent, nor he shall be bound to comply with the order of Hon'ble Family Court, in view of present settlement.

4. It is also material to point out that there are two more litigation filed by the Respondent, the details of such litigations are as below:

Sr. No.	Nature of litigations	Pending Before
1.	FIR bearing C.R. No. 195 of 2015 has been lodged upon complaint of the Respondent wife against the Appellant and his parents with Dahisar Police Station u/s 498(A), 406, 354(C), 323, 504, 506 of IPC	Same is pending before 26 th Court of Ld. JMFC at Borivali, Mumbai bearing its C.C. No. 823/PW/2016
2.	One private criminal complaint filed by the Respondent of criminal defamation, bearing its C.C. No. 1863/SS/2016	Same is pending before of Ld. JMFC's 32 nd Court at Bandra, Mumbai bearing its C.C. No. 1863/SS/2016

5. The schedule of payment shall be as follows:

<i>Sr. No.</i>	<i>Particulars</i>	<i>Amount</i>
1.	<i>At the time of filing of the present</i>	<i>2,50,000/-</i>

	<i>Consent Terms i.e. 04/08/2025</i>	
2.	<i>At the time of pronouncement of quashing order in connection to the said CR</i>	<i>2,50,000/-</i>
3.	<i>At the time of pronouncement of Order vide the above referred Appeals</i>	<i>3,00,000/-</i>

6. *In view of the above settlement terms, it is agreed and decided by the Respondent wife that, she shall file her Affidavit in support of the quashing Petition filed by the Appellant husband and his family members vide C.C. No.823/PW/2016 arising out of FIR bearing C.R. No. 195 of 2015, except for the said criminal case.*
7. *It is agreed by and between both the parties that after execution of present consent terms Respondent shall withdraw her private complaint which is filed against the present Appellant against all the accused, presently pending before Ld. Judicial Magistrate First Class 32nd Court at Bandra, Mumbai, bearing C.C. No. 1863/SS/2016 for the offence under section 500, r/w 34 of IPC, by not pressing all the relief(s) and withdrawing all her adverse allegations as sought/mentioned in the both criminal complaint against filed against all the Accused person therein. That, the Respondent wife shall withdraw the said Defamation proceedings against all the Accused person, with span of two weeks.*
8. *That, the Appellant husband shall speed up filing the Quashing Petition and shall get it listed within span of two months of*

filing of the present consent terms.

9. *That the Appellant hereby agrees and undertakes to pay a total sum of Rs.8,00,000/- (Rupees Eight Lakhs Only) on or before 16th October, 2025, to the Respondent towards full and final settlement of all her present and future claims, rights, title, interest and entitlements of any nature whatsoever arising out of or in connection with the marriage, including but not limited to her claim towards maintenance (past, present, and future), permanent alimony, stridhan, right to residence, and any other monetary or property rights that she may have or claim against the Appellant under any law, including under the Hindu Marriage Act, 1955, or any other applicable laws.*
10. *Upon receipt of the entire amount as mentioned above, the Respondent shall have no further claim of any kind whatsoever against the Appellant whether civil, criminal, monetary, proprietary, or otherwise, arising out of the marital relationship or any incident connected thereto. The both the parties specifically agree and undertake to waive and relinquish all their legal rights, including her past, present, and future claim for maintenance, alimony, right of residence, or any other spousal benefits that she may be entitled to under any law and they shall not make any claim over the movable and/or immovable property of the each other either in Mumbai and/or properties at his native place in any circumstances.*
11. *The both the parties agree that they shall not initiate or pursue any proceedings, complaints, or litigation against the Appellant or any of his family members in respect of any matrimonial disputes, maintenance, alimony, or any other spousal rights after the payment of the total agreed amount.*

12. *It is needless to mention that in view of this amicable settlement, and upon compliance of the all terms as referred above, both the parties voluntarily consent towards setting aside of the impugned Judgment and Decree and the marriage to be dissolved before this Hon'ble Court as per the conditions laid herein.*
13. *That, the said CR, alleges about a video clip of the Respondent wife withheld with the Appellant herein, whereby the Appellant husband undertakes that, he has no such video clip withheld with him and it would not be circulated anytime in the future by any means.*
14. *It is not in dispute that nothing remains with both the parties which requires to be returned/exchanged and further they do not have any kind of claim whatsoever towards any return of article from the each other and their respective family members.*
15. *The both the parties hereby undertake and record their consent that, after executing present consent terms they will not file any civil/criminal and family court proceeding litigation against the each other and/or his any of the family members of whatsoever in nature and after executing present consent terms Respondent wife waives all her right, title and interest on maintenance, permanent alimony of except for the terms mentioned herein. Moreover, both the parties, further undertake that, they shall also not file any litigations under any law/provisions seeking right, title and interest over the movable and immovable properties of either present Appellant and/or his parents and any of his ancestral properties of whatsoever in nature under any circumstance, such terms shall*

be abiding upon her throughout her life, including post-divorce stage and vice versa. Likewise, even the Appellant shall not file any litigation either in the nature of civil and/or criminal for any allegations and claim over the movable and immovable properties of the party of the Respondent.

- 16. Both the parties further agree to the terms that none of the parties would interfere into their respective personal life and subsequent to signing of this consent terms and would be at liberty to lead their respective lives as per their whims and desire and none of the party including their family members would interfere in personal life of each other, furthermore none of the parties and/or their respective family members would make any derogatory/defamatory remarks against each other, neither their family members by making any story or rumors either before the society/community member, at the place of their vicinity, before any family members, relatives and/or friend, by respecting the privacy and dignity of the both the parties and their respective family members.*
- 17. It is agreed that both the parties shall not post, comment and tweet etc., against each other and/or their family/friends and/or any post depicting their matrimonial relationship or any material related to the subject matter of the said Divorce Petition as well as the above referred Appeals on any social media platform viz., Whatsapp, Facebook, Instagram, Twitter, Telegram etc.*
- 18. Both the parties agree and undertake that after passing the decree of divorce by mutual consent they shall live their lives independently as per their own choice and they further agree that hereinafter they shall not interfere in each other's lives in*

any manner.

- 19. Both the parties agree and undertake that by agreeing for divorce by mutual consent they are putting a final and permanent end to their marriage and they further undertake not to file any nature of civil or criminal complaint/proceedings against each other now or in future before any forum in India.*
- 20. Agreed and declared by and between the PARTIES that the parties agree and acknowledge that they have been represented by independent legal counsel(s) in the negotiation of the present Consent Terms, and that each of them has read and fully understood the terms and conditions set out in the present Consent Terms.*
- 21. Agreed and declared by and between the parties that the present Consent Terms constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior Terms/ MOUs/ agreement(s), understandings, or arrangements, either oral or in writing, between the Appellants with respect to the subject matter herein. Any oral representations of modifications made before or after the execution of the present Consent Terms will be of no force or effect.*
- 22. Agreed and declared by and between the both the parties that if any provision of the present Consent Terms or its application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any applicable law, the remainder of the said Consent Terms and the application of such provision to persons or circumstances other than those as to which it is held invalid or*

unenforceable shall not be affected thereby, and each provision of the present Consent Terms shall be valid and enforceable to the fullest extent permitted by applicable law.

- 23. Both the parties hereby declare that there is no fraud, collusion and coercion is applied between them and they have settled all their matrimonial disputes and differences amicably on the ground of mutual separation & consent divorce upon such above terms and conditions.*
- 24. The parties have executed the consent terms with free will and desire and without any coercion or influence by anyone. This consent terms have been prepared with their own consultation and same is true and correct*
- 25. It is further agreed by and between both the parties in specific terms all the terms of present agreement shall be binding upon each other and none of the party would infringe any of the terms.*
- 26. Agreed and declared by and between the parties that the waiver by either of the parties of any breach of any provision of the present Consent Terms by the other shall not invalidate the said Terms or any provision of it, (including the provision breached), subject to applicable law.*
- 27. This consent terms have been executed by the parties hereto to record the facts for any use hereafter by them and to avoid any future disputes or litigation between them and that such consent terms will be treated as part and parcel of the final decree.*
- 28. It is further agreed between both the parties in specific terms that either of parties to the present consent agreement if at all infringe any of the above condition(s) and/or act against the*

terms of present written agreement, then effect of present agreement/consent terms would cease, and all such conditions would render null and void.

29. This consent terms have been executed by the parties hereto to record the facts for any use hereafter by them and to avoid any future disputes or litigation between them.

30. That, the present Consent Terms is to be signed in seven counterparts, viz., two copies to be tendered before this Hon'ble Court, one copy for quashing petition, one copy for withdrawal of private complaint filed by the Respondent and remaining two for both the parties each.

Date: 11th August 2025.

Place: Mumbai”

2. Both the parties, i.e., the Appellant and the Respondent are present in person. They undertake to comply with all the terms and conditions set out in the Consent Terms and undertake to comply their part of the undertaking. The said statements are accepted as an undertaking to this Court.

3. In view of the aforesaid, nothing further survives in the Appeals. The Appeals are disposed of in view of the Consent Terms. The Judgment, Order and Decree dated 11th August 2022 passed by

the Family Court, Bandra, Mumbai in Petition-A No.1336 of 2015 is quashed and set aside. The marriage between the parties solemnized on 2nd May 2014 is hereby dissolved in terms of the Consent Terms dated 11th August 2025. Decree be drawn accordingly.

4. Since the Appeals themselves are disposed of, nothing survives in the Interim Application therein and the same is also disposed of.

5. Since the schedule of payment is as under; Rs. 2,50,000/- paid at the time of filing of the said Consent Terms; Rs.2,50,000/- at the time of pronouncement of the order in connection with the CR registered at the behest of Respondent-wife against the Appellant and Rs.3,00,000/- after three months from today, list the matter for 'Reporting Compliance' on **2nd September 2025** to ensure deposit of the balance amount.

6. All parties to act on an authenticated copy of this order.

(DR. NEELA GOKHALE, J.)

(REVATI MOHITE DERE, J.)