

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

VASANT
ANANDRAO
IDHOL

FAMILY COURT APPEAL NO.29 OF 2024

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Vijaya Suryakant Velankar
Nee Vijaya Prabhakar Karmarkar
Age 67 years, Occ.:- Retired
Add/at, Flat no. 403, Sai Ashish Eksar,
Yogi Circle, Eksar Road, Borivali (West),
Mumbai : 400092 ...Appellant

V/s.

Suryakant Madhusudan Velankar
Age 70 years, Occ.:- Retired
Add/at, Flat no. 403, Sai Ashish Eksar,
Yogi Circle, Eksar Road, Borivali (West),
Mumbai : 400092 ...Respondent

Dr. Samarth Shrikant Karmarkar a/w Adv. Tarun Shailesh
Shrivastava i/b Karmarkar & Associates for the Appellant.

Mr. Sumedh H. Jagtap a/w Ms. Aarti Jadhav for the Respondent.

CORAM : REVATI MOHITE DERE &
SANDESH D. PATIL, JJ.

DATE : 17TH NOVEMBER, 2025.

Judgment (Per Sandesh D. Patil, J.) :-

1. Heard learned Counsel appearing for the Appellant and the learned Counsel appearing for the Respondent in the aforesaid Appeal.

2. **Rule.** Rule is made returnable forthwith with the consent of the parties and taken up for final disposal.

3. The present Appeal is filed by the Appellant-Wife against the judgment and order dated 29th August, 2023 passed by the learned Family Court, Bandra, Mumbai in Marriage Petition No.A-267/2019, whereby the Marriage Petition of the Appellant was dismissed by the learned Family Court.

4. The marriage between the Appellant-Wife and the Respondent-Husband was solemnized on 3rd February, 1982 at Ratnagiri, Maharashtra, as per the Hindu Vedic rites and rituals. One son was born from the said wedlock. The son, aged about 40 years, is married and has his own family. The original Marriage

Petition i.e. Marriage Petition No.A-267/2019 was filed by the Appellant-Wife on the ground that the Respondent-Husband was treating her with cruelty, after solemnization of the marriage. The Appellant-Wife had sought maintenance, which prayer of the Appellant-Wife was also dismissed by the learned Judge, Family Court, Bandra.

5. This Court issued notice to the Respondent, pursuant to which the Respondent appeared before this Court. Considering the age of the parties, the matter was kept in the chambers from time to time to explore the possibility of an amicable settlement.

6. The matter was ultimately settled and the parties have tendered consent terms dated 8th September, 2025. The same are accepted and taken on record and marked 'X' for identification. The said consent terms are reproduced as under:

CONSENT TERMS

The Appellant and the Respondent have mutually and voluntarily decided to amicably settle the matrimonial dispute on the following terms and conditions:

1. *Both the parties got married to each other on 03rd February, 1982 at Datta Mangal Karyalaya, Ratnagiri, Maharashtra, as per Hindu Vedic Rites and rituals and the said marriage is registered.*
2. *The Petitioner and Respondent have one child born out of said wedlock, namely, Mr. Sagar Suryakant Velankar, who is presently major aged 40 yrs, being married and runs his own family.*
3. *The vide the present Appeal, the Appellant has challenged the Judgment/Decree dated 29/08/2023, pronounced by the Hon'ble Family Court at Bandra, Mumbai, vide Petition No. A-267 of 2019 (hereinafter referred as the 'said judgment/decree'), whereby both the parties are seeking setting aside of the said Judgment/Decree, thereby dissolving the said marriage solemnized on 03/02/1982, by way of mutual consent.*
4. *The parties jointly own two properties as detailed below:*
 - i. *Flat premises at Borivali, admeasuring 450 sq. ft. carpet area, being located at, 403, Sai Ashish, CTS No. 353/6, Ten Star Cottages CHSL, Eksar Road, Borivali West, Mumbai: 400092 (hereinafter referred as 'said Flat premises at Mumbai').*
 - ii. *Flat premises at Pune, admeasuring 701 sq. ft. carpet area, plus terrace area admeasuring being located at, B/804, Micasa Survey No. 211/17, Malwadi, Hadapsar, Pune: 411028 (hereinafter referred as 'said Flat premises at Pune').*
5. *The terms of settlement as laid as follows:*

PERMANENT ALIMONY AND MAINTENANCE

6. *The Petitioner has waived her right to permanent alimony and maintenance of any nature.*
7. *That, the Petitioner has no demand as against her streedhan.*

DISTRIBUTION OF IMMOVABLE ASSESTS

8. *The Respondent undertakes to transfer his 50% share in the Flat premises at Mumbai to the Petitioner by way of Gift Deed / Release Deed, thereby making her eligible for enjoying 100% right, title and interest in the said property at Mumbai. That, execution of such transfer shall be carried out within span of 15 days from the date of filing of the present Consent Terms. The entire expense incurred in the process shall be carried out by the Petitioner.*
9. *The Petitioner undertakes to transfer her 50% share in the Flat premises at Pune to the Respondent by way of Gift Deed / Release Deed, thereby making him eligible for enjoying 100% right, title and interest in the said property at Pune. That, execution of such transfer shall be carried out within span of 15 days from the date of execution of the Gift Deed/Release been executed towards the transfer of the Flat in Mumbai. The entire expense incurred in the process shall be carried out by the Respondent.*
10. *That, both the parties shall co-operate each other in the process of transfer and miscellaneous documentation to be carried out with the society and local authorities.*

ACCOMODATION

11. *That, the Petitioner agrees to support the Respondent by*

allowing him to accommodate himself in the said Flat in Mumbai, even after dissolution of marriage for the purpose of his visit in Mumbai post his recent Surgery to be carried out, whereby he can accommodate himself in the said Flat premises in Mumbai for a period of two months post-surgery.

- 12. That, except for the stay post the surgery, the Petitioner has agreed to accommodate the Respondent in the said Flat premises in Mumbai, for a total period of 07 (seven) days each English calendar month, whereby the Respondent shall not calculate such stay of cumulative days for pending consecutive months.*
- 13. That, the Respondent has agreed to accommodate the Petitioner in the said Flat premises in Mumbai, for a total period of 07 (seven) days each English calendar month, whereby the Petitioner shall not calculate such stay consisting cumulative days for pending consecutive months.*
- 14. That, during such stay, no immoral, unethical, illegal acts to be carried out by either of the parties, as well as, such party shall accommodate himself/herself solely and shall not invite any guests during the stay.*
- 15. That, during such stay, as specified hereinabove; shall not create any rights vide the Flat premises of the respective accommodating party.*

MISCELLANEOUS

- 16. 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.

17. *Both the parties hereby voluntarily withdraw the allegations made against each other vide the referred Divorce Petition as well as vide the above referred Appeal.*
18. *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.*
19. *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. 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 their life, including post-divorce stage and vice versa.*
20. *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.

21. *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.*
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 four counterparts, viz., two copies to be tendered before this Hon'ble Court and remaining two for both the parties each.*

7. We asked the parties whether they have understood the consent terms and whether they have signed the consent terms on their own volition, both the parties replied in the affirmative. Both the parties are present in the Court and are identified by their respective Counsels.

8. Parties have agreed to voluntarily withdraw the allegations made against each other. In the light of aforesaid consent terms, we allow the aforesaid Appeal by passing the following order.

ORDER

(i) The judgment, decree and order dated 29th August, 2023 passed by the learned Family Court, Bandra, Mumbai in Marriage Petition No.A-267/2019 is hereby quashed and set aside.

(ii) The marriage between the parties solemnized on 3rd February, 1982 is hereby

dissolved by a decree of divorce under Section 13-B
of the Hindu Marriage Act.

(iii) Decree be drawn in terms of the consent terms.

(iv) There shall be no orders as to costs.

9. Rule is made absolute in the aforesaid terms. The Family
Court Appeal No.29/2024 is disposed of accordingly.

10. All concerned to act upon authenticated copy of this order.

(SANDESH D. PATIL, J.)

(REVATI MOHITE DERE, J.)

M.Talekar