

Prajakta Vartak

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**FAMILY COURT APPEAL (STAMP) NO. 14771 OF 2023
WITH
INTERIM APPLICATION NO. 7877 OF 2024**

Mr. Surendra Shriniwas Nigudkar	...Appellant
Vs.	
Ms. Ketki Surendra Nigudkar	...Respondent

Mr. Hitesh Vyas with Mr. Rasik Raut for Appellant/Applicant.
Sarang Aradhe i/b. Subodh Joglekar and Ashitosh Pawar for Respondent.

**CORAM: G. S. KULKARNI &
ADVAIT M. SETHNA, JJ.**
DATE: 07 JANUARY 2025

P.C.

1. This Family Court Appeal is filed by the appellant-husband Mr. Surendra Shriniwas Nigudkar assailing the judgment and order dated 10 February 2023 passed by Family Court No.5, Pune in petition P. A. No. 874 of 2016 for divorce under Section 13(1) (i-a) of the Hindu Marriage Act, 1955 against the respondent-wife Mrs. Ketki Surendra Nigudkar by which the said petition came to be dismissed. The respondent filed a counter claim praying for restitution of conjugal rights which came to be decreed, the Family Court directing the appellant to resume cohabitation with the respondent-wife within three months from the date of the order passed by the Family Court. On such backdrop, the present proceedings are before this Court.

2. Today the parties are before the Court stating that the dispute between the parties subject matter of the proceedings before the Family Court and now the present proceedings would stand settled in terms of the Consent Terms which the parties have prepared and are being placed on record.

3. The appellant and the respondent have now agreed that the marriage as solemnized between them on 01 January 2013 be dissolved by a Decree of Divorce by mutual consent under Section 13B of the Hindu Marriage Act, 1955 and such prayer on behalf of the parties be accepted by this Court. The parties in supporting such plea have contended that they have been staying separately since 02 January 2016 and have continued to stay separately since then. It is agreed between the parties that the appellant shall pay an amount of Rs. 50 Lakhs to the respondent-wife towards permanent alimony and maintenance and a Demand Draft of Rs.50 Lakhs drawn in the maiden name of the respondent-wife has been handed over to the respondent today. There are consequential terms and conditions of the settlement as agreed between the parties in paragraph 6(a) to 6(l) of the Consent Terms.

4. We have perused the consent terms. The appellant and the respondent are present in the Court who have also stated before the Court that they have read the terms and conditions as set out in the consent terms

and being fully and consciously agreeable to the same, have signed the consent terms. There is no dispute on the signatures appearing on the consent terms as the signatures are identified by the advocates representing the respective parties.

5. In this view of the matter, we take the consent terms on record and mark the same as “X” for identification and accept the same. We dispose of the present proceedings in terms of the following order:-

ORDER

- i. It is declared that the marriage between the appellant and the respondent dated 01 January 2013, subject matter of Marriage Certificate dated 22 January 2013 issued by the Registrar of Marriages, Sahakarnagar Ward Office, Pune stands dissolved by a Decree of Divorce by mutual consent under Section 13B of the Hindu Marriage Act, 1955.
- ii. The terms of settlement as contained in paragraph 6(b) to 6(l) of the consent terms are accepted.
- iii. P. A. No. 874 of 2016 filed before the Family Court at Pune stands decreed in the aforesaid terms.
- iv. Decree be drawn accordingly.
- v. Interim Application would not survive. It is accordingly disposed of.
- vi. No costs.

(ADVAIT M. SETHNA, J.)

(G. S. KULKARNI, J.)