

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

MISCELLANEOUS CIVIL APPLICATION NO. 345 OF 2024

**Neelambari Abhijeet Desai
Nee Neelambari Bharat Jagtap**

..... Applicant

VERSUS

Abhijeet Ashok Desai

..... Respondent

Dr. Uday P. Warunjikar i/b. Mr. Mahendra Agvekar for the Applicant.

Mr. Nitin Thakker, Senior Advocate a/w. Ms. Anita Castellino, Mr. Vijay Singh, Ms. Daksha Punghera, Mr. Karan Gajra, Mr. Digvijay S. Kachare, Adv. Ashlyn Almeida for the Respondent.

CORAM : RAJESH S. PATIL, J.

DATE : 8 OCTOBER, 2025

P.C. :-

1) Both the learned counsels have tendered the Consent Terms dated 8 October, 2025 duly signed by both the parties and their respective advocates. The said Consent Terms dated 8 October, 2025 is taken on record and marked 'X' for identification purpose. For ease of reference, scan copy of the said Consent Terms is reproduced hereinbelow :-

Tondel in court of marriage X *RPA/L 8/10/2025*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELATE JURISDICTION
MCA No. 345 of 2024
BEFORE THE HON'BLE FAMILY COURT, AT BANDRA
IN THE MARRIAGE PETITION (A) NO.2017 OF 2016

Abhijeet Ashok Desai ... Petitioner

Versus
Neelambari Abhijeet Desai ... Respondent
Nee name Neelambari Bharat Jagtap

CONSENT TERMS

1. The parties are Hindu by religion and their marriage was solemnized on 27.12.2009 at Pune, as per Hindu custom, rights and rituals. The said marriage is registered. There is one issue born out of the said wedlock on 16.10.2010, a Daughter named "Anandita", who is 15 years old and currently in care and custody of Neelambari.
2. Neelambari (wife) has filed the Civil Writ Petition No. 9587 of 2023 for enhancement of maintenance as granted by Order dated 06.01.2023 passed in Interim Application below Exhibit-14, by the Ld. Family Court at Bandra, Mumbai. Abhijeet (Husband) has also filed the Civil Writ Petition No. 7086 of 2024 Mumbai challenging Order dated 06.01.2023 passed in Interim Application below

[Signatures]

Exhibit-14, by which interim maintenance application preferred by wife was allowed by the Ld. Family Court at Bandra, Mumbai.

3. Neelambari (wife) has filed FIR being CR No. 585 of 2024 with Karveer Police station, Kolhapur against Abhijeet (Husband) , Aruna A Desai (Husband's mother), Satyajit A Desai (Husband's brother), Anagha S Desai (Husband's Sister-in-Law). Following Criminal Applications are filed to quash the Said FIR Being Criminal Application No.1212/2024 (Abhijeet), 1213/2024 (Anagha), 1214/2024 (Aruna) and 1576 /2024 (Satyajit).
4. That during the pendency of the various proceedings pending between the parties, both the parties have mutually settled their dispute amicably on following terms and conditions.
5. In full and Final settlement of all claims and demands of Neelambari (wife) including but not limited to permanent Alimony, educational expenses for Anandita and marriage expenses of Anandita etc., Abhijeet (Husband) shall do the following:-
 - a. Abhijeet shall himself and cause his brother Satyajit to execute Deed of Gift in respect of their respective shares in the flat No.B-701, Mahalaxmi Heights, K K Marg, Saat Rasta, Mahalaxmi -E. Mumbai - 400 011 (hereinafter referred as 'The said Flat') within four weeks



from today in favour of Anandita represented by her mother and natural Guardian Neelambari. Abhijeet and Satyajit shall pay the stamp duty and registration charges applicable and have the said Deed of Gift Registered. Abhijeet and Satyajit shall execute and sign such forms/ applications as are required by the co-operative society including payment of transfer fees / charges. They shall also handover the original documents of the said flat to Neelambari alongwith Deed of Gift. Both the parties shall co-operate with each other for Execution and Registration of gift deed as stated above, Neelambari and Anandita shall be the absolute owner of the said flat.

- b. Abhijeet and Satyajit agrees and undertake to this Hon'ble Court to handover vacant and peaceful possession of the said flat along with the keys of the flat on or before 30.09.2026.
- c. Abhijeet declares that no encumbrance, charge, third party interest exist or is created on the said flat and no liabilities or including but not limited to EMIs if any, maintenance, etc in respect of the said flat are pending.
- d. Till Abhijeet hands over possession of the said flat as provided above he shall continue to pay maintenance of Rs.50,000/- (Rs.Fifty Thousand Only) per month to Neelambari. Abhijeet further undertakes to this Hon'ble Court that till he hands over the possession



of the said flat to as provided herein he shall not alienate or encumber or create any third party right in the said flat.

c. Abhijeet agrees and undertakes to this Hon'ble Court to pay Rs.1,00,00,000/- (Rs. One Crore) to Neelambari (wife). Abhijeet agrees and undertakes to pay Rs.75,00,000/- (Rs. Seventy Five Lakhs) to Neelambari (wife) at the time of signing of consent terms and remaining amount of Rs.25,00,000/- (Rs. Twenty Five Lakhs) on or before 14.10.2025.

Payment details are as follows:-

S.No.	Bank	Account Name	Amount
1	HDFC Bank Transaction ID HDFCCR52025100869674485	Abhijeet Ashok Desai	Rs.45,00,000/-
2	HDFC Bank Through RTGS	Desai Legal LLP	Rs.30,00,000/-



f. Aruna Desai "grandmother" of Anandita has taken following Policy:

Sr. No.	PolicyDetails	Maturity Date	Maturity Amount	Details of Payment
1.	The ICICI Prudential's Guaranteed Savings Insurance Plan bearing No. 16687613 in the name Anandita being the Sole Beneficiary. (Annexure A)	28.05.2032	Appx. 10,00,000/-	All premium paid. Locking period till the date of maturity
Note: For the Sr.No.1, the daughter is the sole Beneficiary of the policy No. 16687613, the maturity amount will be directly credited in her account as the daughter will become a Major at the time of Maturity. Abhijeet will hand over the original Policy Document to Neelambari as guardian of Anandita at the time of signing of the Consent Terms. Abhijeet agrees to write such letters as are required in future while encasing the maturity amount.				



g.

g. Abhijeet (husband) further undertakes to this Hon'ble Court to pay to Neelambari a sum of Rs.25,00,000/- (Rs.Twenty Five Lacs Only) in the manner following:

- i. Rs.8,00,000/- (Rs.Eight Lacs Only) on or before 31.12.2026.
- ii. Rs 8,00,000/- (Rs.Eight Lacs Only) on or before 31.12.2027.
- iii. Rs.9,00,000/- (Rs.Nine Lacs Only) on or before 31.12.2028.

h. Abhijeet (husband) shall pay all the amount payable under the terms above to Neelambari (wife) by RTGS / NEFT / Net Banking. Abhijeet(Husband) shall file a separate undertaking in this Hon'ble Court as regards making of all payments as agreed upon in the consent terms strictly in accordance with prescribed timeline as set forth.

6. Both the parties agree confirm and declare that the permanent custody of the daughter Anandita will remain with Neelambari.

7. Abhijeet will have exclusive visitation rights and access to the daughter including but not limited to school, home, hostel, college, vacations and about her academics and personal updates and whereabouts without any indulgence from Neelambari (wife). Neelambari (wife) shall give the necessary instructions to the educational institutions. Neelambari hereby undertakes to this



Hon'ble Court that she will forthwith instruct the school / hostel that the Abhijeet has unrestricted access to Anandita. However the wishes of the Anandita Abhijeet Desai shall have primacy.

8. Simultaneously, on receipt of Rs 75,00,000/- (Rs. Seventy Five Only), out of the above settlement amount, Neelambari agrees and undertake that she shall give "No Objection/Consent" for quashing of FIR bearing C.R. No.585 of 2024 registered with Karvir Police Station, Kolhapur, for quashing the said FIR against Abhijit, his mother, brother and Sister-in-law, by filing an Affidavit to that effect before the Hon'ble High Court, Bombay at Circuit Bench at Kolhapur in Criminal Application No.1212/2024, 1213/2024, 1214/2024 and 1574/2024. Neelambari (wife) shall extent all her cooperation, as is required for requesting the Hon'ble High court

9. The Petition is amended to include the ground of divorce by mutual consent. *Agreed that the Applicants will make a Statement that they will not make any claim against Neelambari and Neelambari also will not make any claim against applicants.*

10. The Divorce is granted to Abhijeet (Husband) Neelambari (wife) by mutual consnet.

11. Decree for divorce be drawn accordingly.

12. That in the event Abhijeet (Husband) fails to handover peaceful possession of the said flat even after 30.09.2026 as agreed than the

court receiver High Court do stand appointed with direction to take possession of the said flat and hand over the vacant possession thereof to Neelambari (wife). Till possession is received by Neelambari (wife), Abhijeet (husband) shall continue to pay the expenses he has been paying like maintenance, electricity bill etc. and shall also be liable to pay Rs.70,000/- (Rs. Seventy Thousand Only) from 01.10.2026 till Neelambari (wife) receives possession of the said flat.

13. Abhijeet (Husband) and Neelambari (wife) state that save and except as provided herein above, they have no claims whatsoever nature monetary and / or otherwise against each other. They shall not raise any dispute about moveable or immovable properties, which are own by either of them in future.
14. Abhijeet (Husband) and Neelambari (wife) shall unconditionally withdraw all allegations made against each other and further undertake not to interfere in each other's personal life in future.
15. Abhijeet (Husband) and Neelambari (wife) undertake they shall not file any complaint before Police or any other authority, tribunal and Court against each other or their relatives in respect of the disputes arising out of the present proceedings. Abhijeet (Husband) and Neelambari (wife) undertake that they shall not initiate Civil /



Criminal legal proceedings against each other's arising out of present proceedings, in any court of law or before any authority.

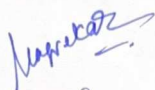
16. Both the parties have permanently waived their right in movable or immovable property, if any, against each other. Both the parties have also waived their rights, if any permanently in ancestral property against each other and self-earned property.
17. Neelambari (wife) undertakes that herein after she will not use the name of Abhijeet Desai as part of her name / identity.
18. Abhijeet (Husband) and Neelambari (wife) shall strictly adhere to the terms and conditions mentioned in the present consent terms, time being of essence.
19. Both the parties undertake to abide by these consent terms and the same shall remain binding upon both of them. Both the parties to the present Consent Terms agree and undertake that they shall maintain peace. They shall not trouble or disturb each other or cause any inconvenience by any means after signing of these present Consent Terms or even in future.
20. No order as to cost.

Dated this 8th October 2025




Neelambari A. Desai (wife)

Nee Neelambari B. Jagtap


Respondent
Advocate for Applicant (Wife)


Abhijeet A. Desai (Husband)


Respondent
Advocate for Respondent (Husband)

2) Both the learned counsels identify their respective clients as being present in Court and also identify the signatures of their respective clients.

3) All the statements made in the Consent Terms are accepted as undertaking given to this Court. All undertakings are also accepted.

4) The respondent-husband has also tendered to this Court, his Undertaking dated 8 October, 2025. The said Undertaking dated 8 October, 2025 is also taken on record and marked '**X-1**' for identification purpose. For ease of reference, a scan copy of the said Undertaking is reproduced hereinbelow :-

Tondaul in Court & marked X-1 *REAL*
8/10/2025

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
MISCELLANEOUS CIVIL APPLICATION 345 OF 2024
DIST: MUMBAI

Mrs. Neelambari Abhijeet Desai
Nee name Neelambari Bharat Jagtap ... APPLICANT
Versus
Mr. Abhijeet Ashok Desai ... RESPONDENT

I, Abhijeet A. Desai, aged.: 46 years, Occ.: Advocate, the
Respondent hereby solemnly undertakes to make all payments
agreed upon under these Consent Terms strictly in accordance
with the prescribed timeline as set forth herein. I acknowledge
and affirm that the payment schedule has been mutually agreed
upon and binds themselves irrevocably to adhere to the same
without any delay, default, or deviation.



Solemnly Affirmed at Mumbai)

This day of October, 2025)
08 OCT 2025



Before me,

Adv. Daksha Punghera

For the Respondent



Deponent

BEFORE ME
Dhonge
Adv. S. N. Dhonge
Notary Govt. of India
Regd. No. 15376, MUMBAI (MS).
404-405, 4th Floor, Davar House,
197/199, Near Central Camera Bldg
D. N. Road, Fort, Mumbai - 400001.
Mob.: 8788385738

NOTED & REGISTERED
Page No. 55 Sr. No. 409
Date 08 OCT 2025

5) As agreed in the Consent Terms, in para no.2, both the parties who have filed the writ petitions in this Court challenging the maintenance granted by an order dated 6 January, 2023 by the Family Court, Bandra, Mumbai, will withdraw their respective writ petitions within a period of one week from today. The said statement made by both the respective parties are accepted by this Court.

6) Dr.Warunjikar, learned counsel appearing for the applicant-wife on instructions of his client who is present in Court submits that as per Consent Terms, paragraph no.5(e), an amount of Rs.75,00,000/- (Rupees Seventy Five Lacs only) has been received by an electronic transfer today in the bank account of the applicant-wife.

7) Mr.Nitin Thakkar, learned Senior Counsel has also handed over the original insurance company document of ICICI Prudential's Guaranteed Savings Insurance Plan, the details of which have been mentioned in para no.5(f) of the Consent Terms. Dr.Warunjikar confirms the receipt of the said document, on behalf of his client who is present in Court. The said document is handed over by Dr.Warunjikar to the applicant-wife.

8) The proceedings of Marriage Petition No. A-2017/2016 has been received by the Registry of this Court, as per Order dated 7

October, 2025 and the same is placed before me, as called for by consent of the parties.

8.1) Mr.Nitin Thakkar, learned Senior Counsel appearing for the respondent-husband seeks leave and liberty to amend the divorce petition filed by the respondent-husband being Marriage Petition No. A-2017/2016, pending before the Family Court at Bandra, Mumbai as per the schedule of draft amendment, which has reference in para nos. (9) and (10) of the Consent Terms. Dr.Warunjikar has no objection if the said amendment is allowed.

8.2) Leave and liberty as prayed, is granted.

8.3) Amendment to be carried out forthwith in the proceedings being Marriage Petition No. A-2017/2016.

9) In view of the amendment be caused to the petition being Marriage Petition No. A-2017/2016 and the petition now being converted into divorce by mutual consent and both the parties who are present in this Court agreeing for divorce by mutual consent, the Marriage Petition No. A-2017/2016 is hereby allowed in terms of prayer clause 96(i)-a. The said prayer clause 96(i)-a reads as under :-

“ 96(i)-a. The Marriage between Petitioner No.1 & Petitioner No.2 be dissolved by consent u/s 13(B) of Hindu Marriage Act.”

10) In view of the same, the Marriage Petition No.A-2017/2016 stands disposed off, in terms of the Consent Terms dated 8 October, 2025 filed in Miscellaneous Civil Application No. 345 of 2024.

11) Decree to be drawn up by the Registry of this Court accordingly.

12) The applicant-wife has also submitted that she will be attending physically before the Circuit Bench at Kolhapur of this Court, tomorrow in Criminal Application No. 1212 of 2024 with Criminal Application No. 1213 of 2024 with Criminal Application No. 1214 of 2024 and Criminal Application No. 1576 of 2024. The said statement made by the applicant-wife is accepted by this Court.

13) This Court is expecting both the parties to adhere to their respective statements and undertakings given to this Court.

14) **Miscellaneous Civil Application stands disposed off.**

15) Matter to come up under the caption '**For Compliance**' on **15 October, 2025.**

16) As far as para no.7 of the Consent Terms is concerned, it mentions about the visitation right of the respondent-husband with his daughter, this Court is expecting full co-operation from the applicant-

wife, for the same. The daughter, who has been caught in the middle of her parents' conflict and is not a party to these proceedings, needs to understand that both her parents care for her and wish to spend quality time with her. Therefore, it would be beneficial if she also positively co-operates with the visitation meetings.

17) All concerned to act on the authenticated copy of this order.

[RAJESH S. PATIL, J.]