

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO.2392 OF 2024**

Pravin Sahebrao Wakde	...Petitioner
<i>Versus</i>	
Mrs. Sangita Pravin Wakde	...Respondent

Mr. Prakash Nichani a/w Ms. Shruti Kumbhar i/by M/s P.V. Nichani & Co., Advocate for Petitioner.
Mr. Anthony T. Michael, Advocate for Respondent No.1.
Ms. Anuja S. Gotad, APP for State

**CORAM: MADHAV J. JAMDAR, J.
DATED : 7th February 2025**

P.C.:

1. Heard Mr. Nichani, learned Counsel a/w Ms. Shruti Kumbhar, learned Counsel appearing for the Petitioner, Mr. Anthony Michael, learned Counsel appearing for Respondent No.1 and the learned APP

2. By the present Writ Petition filed under Article 227 of the Constitution of India, the challenge is to the legality and validity of the Order dated 23rd February 2024 passed by the learned Additional Sessions Judge, Greater Bombay in Criminal Appeal No. 144 of 2018 as well as the Order dated 18th January 2018 passed by the learned Metropolitan Magistrate, 52nd Court, Kurla, Mumbai

in Criminal Case No. 5200109/DV/2014, by which maintenance has been granted. However, after arguing the matter for some time, learned Counsel appearing for the Petitioner and the learned Counsel appearing for Respondent No.1 submitted that the parties have resolved the dispute and accordingly tendered the Consent Terms.

3. The Consent Terms are signed by the Petitioner- Pravin Wakade and the Respondent – Ms. Sangita Wakade, who are present in the Court.

4. Both the Petitioner and the Respondent state that both of them have resolved the dispute in terms of the Consent Terms and they have signed the Consent Terms. The Consent Terms are also signed by the respective learned Advocates. Both of them state that the parties have settled the dispute and identified the signatures of the Petitioner and Respondent respectively. Accordingly the Consent Terms are taken on record and marked “X” for identification. The Consent Terms read as under :

CONSENT TERMS

“Both the parties have voluntarily settled all disputes *inter se* amicably in terms of the following:

1. That Parties agree to approach the family court for dissolution of marriage between the Petitioner and Respondent which was solemnized on 20/07/2012 by mutual consent and do all acts, deeds, writings and application, as may be required for the same. The dissolution of marriage will be in consonance with these consent terms. The Petition A/996/ 2022, filed by Petitioner, which is pending before Family Court at Bandra, Mumbai shall be converted to Petition for dissolution of marriage by mutual consent.

2. The custody of the daughter "Soha" born on 27-07-2013 from the said wedlock shall vest with the Respondent

3. Both the parties have hereby withdrawn all the allegations made against each other in the above said proceeding and/or in any other proceedings adopted by them in any Court of law.

4. Parties agree and undertake to withdraw at the earliest possible date or get quashed all the cases/proceedings filed by them against the other and/or apply to the appropriate Court for divorce by mutual consent, in the following cases:

a. Misc. Application No. 2815/M/ 2022, filled by Respondent before Ld Metropolitan Magistrate, 52nd Court at Kurla, Mumbai u/s. 125(3) of Cr PC.

b. Petition A/996/ 2022, filed by Petitioner, which is pending before Family Court at Bandra, Mumbai.

Any amount lying deposited in Misc. Application No. 2815/M/ 2022, shall belong to the Petitioner and he shall be entitled to withdraw the same, for which the Respondent shall extend co-operation.

5. The Petitioner has agreed to pay Rs.13,00,000/- (Rupees Thirteen Lakhs only) to the Respondent as lumpsum one time alimony as also as corpus for the welfare, maintenance, education of the minor child Soha and further no amount shall be claimed by them in this regard.

6. The Petitioner has agreed to pay Rs. 3,000/- (Rupees Three Thousand Only) to the Respondent as monthly Maintenance for the welfare, maintenance and education of the minor child "Soha" on or before 15th day of every Month starting from this month of February, 2025 till she attains her majority i.e. 27-07-2031. Accordingly, the last monthly maintenance will be in February 2031. The said monthly maintenance will be deposited in A/c. No/ 60519888580 standing in the name of the Respondent in Bank of Maharashtra, New Panvel (1597) Branch, Sector 5, Plot No.1, new Panvel, Raigad - 410 206.

7. The Petitioner shall pay Rs.13,00,000/- (Rupees Thirteen Lakhs only) by way of current and post-dated cheques all drawn on Central Bank India, Deonar Branch, Mumbai which are handed over to the Respondent at the time of execution of the consent terms, in the name of "Sangita Pravin Wakde " as mentioned below:

Sr.No.	Cheque Nos.	Date	Amount in Rupees
1.	170894	05.02.2025	3,00,000/-
2.	170895	15.03.2025	5,00,000/-
3.	170896	15.04.2025	5,00,000/-
Total :-			13,00,000/-

8. It is agreed by and between parties that if any one of the cheque is dishonoured then the present consent term shall have no effect and would be liable to be set aside. However, if for any technical reason or otherwise, the cheque is dishonoured, the Petitioner will replace the dishonoured cheque with demand of draft within seven days from the date of dishonour.

9. That the Respondent shall give access of minor daughter namely Soha to the Petitioner as per the wish and convenience of the Respondent.

10. Respondent has no belongings left with the Petitioner and/or his family members. Respondent waives her right to any belongings left at the Petitioner's house. The Respondent waives her right of maintenance/permanent alimony from the Petitioner husband for herself for past present and future and also including moveable and immoveable properties and/or ancestral properties and also will not claim any kind of accommodation from the Petitioner in future also, save and except the amount due under these consent terms.

11. The Petitioner has also agreed that he will not claim in the properties of Respondent in future.

12. That the present consent term is made with free will without any coercion or pressure or influence.

13. Both the Petitioner and the Respondent (for self and on behalf of the minor daughter) agree and declare that upon the compliance of these consent terms they shall have no claims whatsoever against each other or their properties at present, for the past or in the future.

14. It is further agreed and declared that after passing of the decree of divorce, neither party shall interfere in each other's personal and/or professional life or malign each other in any manner whatsoever.

15. It is agreed by and between the Petitioner and the Respondent that from the date of signing of these consent terms, they shall not file any proceedings either civil or criminal against each other and / or the relatives of either party, except proceedings for due enforcement of these consent terms, on account of default of the other party.

16. The Respondent (including her daughter, Soha) in lieu of these consent terms forever acquits, discharges and undertakes to this Hon'ble Court and to the Petitioner that she shall on execution of these terms have no right, claim and/or demand in any of the properties of the Respondent including but not limited to any movable or immovable properties and that no change in circumstances whatsoever entitle the Respondent to raise any such demand or claim thereof.

17. These consent terms are filed by the Petitioner and the Respondent out of their free will and volition.

There is no coercion, fraud, force or undue influence upon the Petitioner and the Respondent to sign the present consent terms.

18. We say that whatever stated in the above consent terms is true and A correct. Both parties are bound the same.

19. Decree of divorce to be drawn up in terms of the aforesaid consent terms. The Petitioner undertakes to this Hon'ble Court that the cheques handed over to the Respondent will be honored on their presentation to the Bankers of the Petitioner i.e. Central Bank.of India.

20. Decree of divorce may be drawn after the fulfillment of payment of Rs.13,00,000/- (Thirteen Lakhs only) as per the consent terms.

21. That the matter before the Hon'ble High Court would not be disposed of unless and until the fulfilment of payment of Rs.13,00,000/- (Thirteen Lakhs only)

22. All the other matters will also be withdrawn after the fulfilment of payment of Rs.13,00,000/- (Thirteen Lakhs only) and the parties agree and undertake to the Hon'ble Court to comply with the consent terms aforesaid by co-operating with each other for the same.

23. The Petitioner agrees that he will provide all necessary documents needed for the education of daughter Soha which belongs to the Petitioner.”

5. The statements made in the Consent Terms are accepted as undertakings given to this Court.

6. It is recorded that the cheques as mentioned in Clause No.7 have been handed over by the Petitioner to the Respondent.

7. Accordingly, the impugned Order dated 23rd February 2024 passed by the learned Additional Sessions Judge, Greater Bombay in Criminal Appeal No. 144 of 2018 as well as the Order dated 18th January 2018 passed by the learned Metropolitan Magistrate, 52nd Court, Kurla, Mumbai in CC No. 5200109/DV/2014 are quashed and set aside and the Writ Petition is disposed of in terms of the Consent Terms.

8. Although the Writ Petition is disposed of, for ensuring compliance of the Consent Terms, particularly payment of Rs.13.00 Lakhs (Rupees Thirteen Lakhs only) as agreed by the Petitioner to be made to the Respondent as per Clause No.(7), the Writ Petition to appear on the board on **28th April 2025 under the caption “For Compliance”**.

(MADHAV J. JAMDAR, J.)