

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO.3869 OF 2024

Chitra Vishal Pawar

...Petitioner

Versus

Vishal Arvind Pawar & Ors.

...Respondents

Mr. Ajit Kenjale a/w Mr. Suraj Bansode, Mr. Kaustubh Kandpile,
Azharuddin Khan i/by Sohil M. Gulabani, Advocate for Petitioner.
Mr. Umesh R. Mankapure a/w Ms. Manish Jagtap, Mr. Amol
Kanaki, Advocates for the Respondent Nos.1 to 4.
Ms. P.P. Bhosale, APP for Respondent-State

CORAM: MADHAV J. JAMDAR, J.

DATED : 29th JANUARY 2025

P.C.:

1. Heard Learned Counsel appearing for the Petitioner and the learned Counsel appearing for the Respondent Nos. 1 to 4.

2. By the present Writ Petition filed under Article 227 of the Constitution of India, the Petitioner is challenging the legality and validity of the Order dated 24th July 2024 passed by the learned Sessions Judge, Satara in PWDVA Appeal No.14 of 2023. By the said impugned Order, Order dated 2nd June 2023 passed by learned J.M.F.C., Satara below Exhibit 1 in Criminal M.A. No.302 of 2022

granting interim reliefs to the Petitioner is quashed and set aside. The said Criminal M.A. has been filed under the provisions of Protection of Women from Domestic Violence Act, 2005.

3. Both the learned Counsel state that the parties have settled the dispute and tenders the Consent Terms. The Consent Terms are signed by the Petitioner- Chitra Vishal Pawar and Respondent No.1- Vishal Arvind Pawar for himself and as authorised person on behalf of the Respondent Nos. 2 to 4 i.e. mother, sister and brother-in-law of the Respondent No.1.

4. Mr. Umesh Mankapure, learned Counsel appearing for the Respondents states that the authority letter of Respondent Nos.2 to 4 in favour of Respondent No.1 will be filed in this Court within a period of two days.

5. Both the Petitioner and the Respondent No.1, who are present in Court state that the dispute between them is settled in terms of the Consent Terms. Accordingly, the Consent Terms are taken on record and marked "X" for identification. The Consent Terms reads as under :

“CONSENT TERMS

1. That, the marriage between the Petitioner and the Respondent no. 1 was solemnized on 18.07.2021 at Jivhala Mangal Karyalaya, Vijaynagar according to Hindu Vedic Rites in the presence of relatives and friends from both the sides.
2. That, the Petitioner and the Respondent no. 1 do not have any issue out of the said wedlock.
3. That, the Petitioner and the Respondent no. 1 were not compatible with each other. In spite of rigorous efforts it became impossible for them to stay under one roof and hence they are living separately since 22.10.2021.
4. That, the Petitioner has filed a FIR against the Respondents being F.I.R. No. 42/2022 u/s. 498-A, 323, 504, 506 r/w 34 of the Indian Penal Code, 1860 registered with the Rahimatpur Police Station, Koregaon, Satara against the Respondents and the consequential chargesheet in the aforesaid FIR has been filed.
5. That, the Petitioner has filed an Application under the Protection of Women Against Domestic Violence being PWDV Application no. 302 of 2022 before the Ld. Judicial Magistrate, First Class, Satara. That the Petitioner also filed an Interim Application u/s. 18, 19, 20 and 22 of PWDV Act, 2005 for maintenance for the Petitioner being Exhibit No. 1 in PWDV Application No. 302 of 2022 and the same was allowed.

6. That, in an Appeal no. 14 of 2023 filed at the behest of the Respondent no. 2 husband, the Ld. Sessions Court, Satara by order dt. 02.06.2023 was pleased to allow the Appeal thereby setting aside the order of Ld. JMFC, Satara and the same has resulted into filing of the present Writ Petition.

7. That, the Petitioner/ wife herein has filed divorce proceeding being Petition-A bearing no. 1368 of 2024 before the Ld. Family Court Pune u/s. 13(1)(ia)(ib) of Hindu Marriage Act, 1955.

8. That, the Respondents have filed a Criminal Writ Petition no. 5160 of 2022 in the Hon'ble Bombay High Court seeking to quash F.I.R bearing no. 42 of 2022 filed u/s. 498-A, 323, 504, 506 r/w 34 of the Indian Penal Code, 1860 registered with the Rahimatpur Police Station, Koregaon, Satara alongwith the consequential chargesheet.

9. That, the Respondent no.2 has filed an F.I.R against the Petitioner bearing no. 423 of 2024 registered with Parksite Police Station, Vikroli, Mumbai for offences punishable u/s. 406 of IPC, 1860 and u/s.43 (b) (f), 66 (k) of the IT Act, 2000 which is filed by the Respondent no. 1 and now the consequential chargesheet has also been filed.

10. That, considering the fact that the inspite of the best efforts the marriage between the Petitioner and Respondent no.1 has become non-workable and considering the young age of the Petitioner and Respondent no. 1 and especially since there is no issue from the said wedlock, the Petitioner and the

Respondent no. 1 have now decided to amicably settle their dispute once and for all arising out of the matrimonial discord on the following consent terms mentioned herein below:

a) That the Respondent no.1 husband herein undertakes to return gold weighing as below given to the Petitioner in marriage. The description of the gold ornaments is as follows:-

- 1) Male Gold Ring weighing 5.709 grams.
- 2) Gold Bracelet weighing 10.19 grams.
- 3) Gold long Necklace weighing 27.37 grams.
- 4) Gold earring weighing 6.450 grams.
- 5) 2 Gold nose pins.
- 6) Silver Kada.

b) That the Respondent no. 1 husband herein undertakes to return the Petitioner's Hard drive within one week from today i.e. 29.01.2025 time and sarees.

c) That the Petitioner/ wife undertakes to return gold mangalsutra weighing 10.360 grms given to the Petitioner in marriage and personal documents of Respondent no. 1 including hard copies of TDS documents and password for Respondent no. 1's TDS account on TRACES.com. The Petitioner undertakes not to use the password of the Respondent no. 2 on any app, website, etc. for any purpose.

d) That, divorce proceeding being Petition-A bearing no. 1368 of 2024 before the Ld. Family Court Pune u/s. 13(1)(ia)(ib) of Hindu Marriage Act, 1955 shall be converted into Divorce by Mutual Consent. That the cooling period of 6 months maybe waived off.

Considering that the Petitioner and Respondent no. 1 are residing separately since 22.10.2021, joint request would be made to the Ld. Family Court, pune for waiving of the cooling period.

e) That, the Petitioner herein undertakes to give her consent for quashing the FIR no. F.I.R no. 42 of 2022 alongwith consequential chargesheet thereby executing necessary affidavits on oath in Criminal Writ Petition no. 5160 of 2022 which is pending before this Hon'ble Court for quashing of the F.I.R no. 42 of 2022 filed u/s. 498-A, 323, 504, 506 r/w 34 of the Indian Penal Code, 1860 registered with the Rahimatpur Police Station, Koregaon, Satara which is filed by the Petitioner and consequential chargesheet which is filed the Ld. Police Station and all other consequential proceedings arising out of the said F.I.R. It is further agreed that Petitioner/ wife shall co- operate in legal proceedings initiated for quashing of the F.I.R. no. 42 of 2022 and all other proceedings arising out of the said F.I.R.

f) That, the Respondent no. 1 herein undertakes to give his consent for quashing the FIR no. 423 of 2024 alongwith consequential chargesheet thereby executing necessary affidavits on oath in near future as and when the Petitioner herein files an application for quashing of the F.I.R no. 423 of 2024 registered with Parksite Police Station, Vikroli, Mumbai for offences punishable u/s. 406 of IPC, 1860 and u/s.43 (b) (f), 66 (k) of the IT Act, 2000 which is filed by the Respondent no. 1 and now the consequential chargesheet has also been filed and the same is pending before Ld. J.M.F.C., Satara filed and all other consequential proceedings arising out of the said F.I.R. it is further agreed that Respondent no. 1/ husband shall co- operate in legal proceedings initiated

for quashing of the F.I.R no. 423 of 2024 registered with Parksite Police Station, Vikroli, Mumbai for offences punishable u/s. 406 of IPC, 1860 and u/s.43 (b) (f), 66 (k) of the IT Act, 2000 and all other proceedings arising out of the said F.I.R.

g) That, the Petitioner herein also undertakes to withdraw the proceedings initiated by her under Protection of Women Against Domestic Violence being PWDV Application no. 302 of 2022 before the Ld. Judicial Magistrate, First Class, Satara. The Petitioner also undertakes not to file any future maintenance claims from the Husband after this settlement.

h) That, the Respondent no. 1 herein has agreed to pay an amount of Rs. 20,00,000/- (Twenty Lakhs only) as and by way of one time settlement of the disputes between the Petitioner and Respondent no.1 herein. The Petitioner herein agrees to accept the same amount as and by way of final amount towards the settlement of all the disputes. The 50% amount of Rs. 10,00,000/- (Rupees Ten Lakhs) towards the said settlement is being paid as on today before this Hon'ble Court vide via Demand Draft no. 696091 dt. 24.01.2025 in favour of Ms. Chitra Sayaji Nikam drawn on Kotak Mahindra Bank bank branch Satara and remaining 50% amount of Rs. 10,00,000/- (Rupees Ten Lakhs) shall be paid by the Respondent no. 1 on the day and date of decree being passed for divorce by mutual consent by the Ld. Family Court, Pune vide Demand Draft in favour of Ms. Chitra Sayaji Nikam by adhering to the present consent terms.

i) That, any evidences, videos, photographs, etc. with either of the Petitioner and the Respondent no. 1 against each other will be destroyed by both the

Petitioner and the Respondent no. 1 and the same would not be used by either of the Petitioner and the Respondent no. 1 against each other in the future.

j) Both the Petitioner and the Respondent no. 1 undertake to not file any complaint or initiate any litigation against each other and each other's family members in near future and further undertake not to make any attempt to login into and/or access each other's private accounts and other accounts including income tax, TDS, social media, bank, EPFO, etc.

k) That it is specifically agreed between both the Petitioner and the Respondent no. 1 that they shall not contact each other in any manner, also will not try to contact each other's relatives, family and friends regarding anything and it is also agreed that none of the Petitioner and the Respondent no. 1 shall file any proceedings to claim any right and/or interest against each other and each other's family members. The Petitioner wife has permanently waived off her right of future maintenance in lieu of the one-time settlement of Rs. 20,00,000/- (Rupees Twenty Lakhs) as mentioned above.

l) It is settled that after the compliance of the present consent terms there shall remain no dispute due between the parties arising out of the said marriage and that none of the parties shall file any civil or criminal proceedings against each other in future and that if any other case/ petition/ complaints, etc. between the parties is pending before any Court or Authority, the same shall be withdrawn/ get disposed off by the respective parties.

m) That it is specifically agreed between the parties that the undertakings given to each other in the Present consent terms shall be treated as undertakings given to this Hon'ble High Court. The breach of any of the undertakings shall be treated as breach of the undertakings given to this Hon'ble High Court.

n) The parties have settled their dispute out of their free will, without any fear, force or undue influence from any side.

6. It is recorded that the Respondent No.1 has handed over the ornaments to the Petitioner-wife, which are mentioned in Clause 10(a) of the Consent Terms as well as the Demand draft of Rs.10,00,000/- (Rupees Ten Lakhs only) as mentioned in Clause 10(h) of the Consent Terms is handed over to the Petitioner-wife.

7. The undertakings given in the Consent Terms are accepted.

8. If the divorce proceedings by mutual consent are filed as contemplated under paragraph 10(d), the concerned learned Judge of the Family Court, Pune is requested to decide the same expeditiously.

9. Accordingly, the Writ Petition is disposed of in terms of the Consent Terms and in above terms, with no order as to costs.

BHALCHANDRA
GOPAL DUSANE

(MADHAV J. JAMDAR, J.)

Digitally signed by
BHALCHANDRA
GOPAL DUSANE
Date: 2025.01.30
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