



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

MISC. CIVIL APPLICATION NO. 165/2025

MRS. NIVEDIKA GOPICHAND PATIL ..APPLICANT
VS
GOPICHAND DATTATRATY PATIL ..RESPONDENT

Adv. Kshema Mahuli for applicant.
Adv. Avinash Bailmare a/w. Adv. Namrata Modak for respondent.

CORAM : RAJESH S. PATIL, J.

DATE : 24 NOVEMBER 2025.

P.C. :

1. Learned counsel appearing for the applicant has tendered consent terms dated 24 November 2025. Learned counsel appearing for both parties submit before this Court that their respective parties, as well as they themselves, have signed the consent terms. The consent terms are taken on record and marked 'X' for identification purposes.

2. For ease of reference, the scanned copy of the consent terms is reproduced hereinbelow:-

Tondeml & marked X *R P L*
24/11/2025

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
MISCELLANEOUS CIVIL
APPLICATION NO. 165 of 2025

Nivedika Gopichand Patil ...Applicant
Versus
Gopichand Dattatray Patil ...Respondent



CONSENT TERMS

The Applicant and the Respondent have agreed and undertaken to common terms of settlement of all the dispute amongst themselves, based on the consent terms mentioned as follows:

1. The Applicant and the Respondent in the present Application, have decided to settle all the disputes, legally or otherwise, in between them and their respective families and to amicably bury all the issues, contentions, disputes and allegations against each other.
2. The Applicant has agreed and undertaken to unconditionally waive of all the rights over her streedhan, that were presented her at the time of

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the marriage, from the Respondent and his family or by her family members and relatives through whatsoever degree of affinity. After the compliance of the present Consent terms and in view of full and final settlement the Applicant hereby agrees and undertakes not to claim streedhan at present and in future from the Respondent and/or his family members and/or relatives.



3. The Applicant and the Respondent agree and undertake that after the filing of the present Consent Terms before this Hon'ble Court, they shall also file the present Consent Terms in the petition for divorce u/s. 13(1) (i-a) of the Hindu Marriage Act 1955 filed by the present Applicant bearing e- filing No. AMH20240131014C202500003 before the Hon'ble Family Court, Bandra, Mumbai. The parties shall also apply for converting the said petition bearing e- filing No. AMH20240131014C202500003 into Petition for divorce by mutual consent u/s. 13B of the Hindu Marriage Act 1955 and necessary applications shall be moved by the parties to seek amendment to the said petition within 30 days.
4. The parties thereby also agree and undertake that the Respondent shall after the filing of the Consent terms before this Hon'ble Court that the Respondent shall withdraw the Petition bearing no. A 763 of 2023

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under section 9 of the Hindu Marriage Act, 1955 Restitution of Conjugal Right filed before the Ld. Civil Judge Senior Division, Pune unconditionally.

5. The parties hereby agree and undertake that; the Respondent will pay a sum amount of Rs. 2,00,000/- (two lacs only) to the Applicant as and by way of full and final settlement. The said amount shall be deposited with the Hon'ble Family Court, Bandra, Mumbai in the Petition no. A- at the time of filing of Consent Terms before the Hon'ble Family Court, Bandra, Mumbai.
6. The parties state and confirm that there exists a residential flat bearing Flat No. 103, admeasuring Carpet Area 40.51 sq. meters plus Terrace Carpet Area 6.04 sq. meters, along with one open car parking, situated in Trailokya Apartment, Village Dehugaon, Survey No. 60/2, which stands in the joint names of the Applicant and the Respondent. The Applicant hereby agrees, confirms and undertakes that upon the Respondent depositing the amount of Rs. 2,00,000/- (Rupees Two Lakhs only) before the Hon'ble Family Court, Bandra, Mumbai, she shall irrevocably relinquish, release, transfer and assign all her rights, title, interest, claim and share in the said Flat No. 103 and the said



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open car parking in favour of the Respondent, absolutely and free of cost, without claiming any further consideration of any kind. It is further agreed that the Respondent shall bear and pay all expenses, including stamp duty, registration charges, transfer fees and all incidental costs required for registration of the Deed of Release / Relinquishment / Confirmation. The Applicant undertakes to appear before the Sub-Registrar, Haveli, and to sign and execute the necessary transfer documents within one week from the date on which the Respondent deposits the said amount of Rs. 2,00,000/- before the Hon'ble Family Court, Bandra, Mumbai. Upon execution and registration of the said document, the Applicant shall have no right, title, claim or interest of any nature in the said flat and parking.

7. After execution and registration of the release deed, the Applicant shall have no right of residence, access, possession, injunction, or any other claim in respect of the said flat or parking, and she shall not obstruct the Respondent's exclusive enjoyment, sale, transfer, or dealing with the said property in any manner."

8. The Respondent undertakes to deposit the said amount of Rs. 2,00,000/- (two lakhs only) in the form of a Demand Draft payable at

(Signature)

(Signature)



Mumbai in the name of the '*Principal Judge, Family Court, Mumbai*' on the same day of moving the Hon'ble Family Court for placing on record the present Consent Terms and converting the petition u/s. 13B of the Hindu Marriage Act 1955, as mentioned in the preceding paragraph. It is hereto agreed and undertaken by the Applicant that the said amount of Rs. 2,00,000/- (two lacs only) shall be withdrawn by her only upon the disposal of the converted petition for divorce by mutual consent before the Hon'ble Family Court, Bandra, Mumbai and for which the Respondent shall have no objection whatsoever. It is clarified that in the event the Respondent, after depositing sum of Rs.2,00,000/- (two lacs only) retracts, the Applicant shall be entitled to receive the said amount and upon her compliance of the Consent Terms can seek divorce. It is further clarified that in the event the Applicant retracts from giving consent to the petition for divorce by mutual consent, after depositing the sum of Rs. 2,00,000/- (two lacs only) with the Hon'ble Family Court Mumbai as mentioned above, then the Respondent shall be entitled to seek divorce unilaterally and the Respondent shall be entitled to receive the said sum of Rs. 2,00,000/- (two lacs only) deposited by him.



9. It is by and between the parties that the Applicant shall travel to Pune on 2nd Sunday of every month to meet the daughter named Bhoomika

(Signature)

(Signature)

and spend time with her from 11:00 a.m. to 6:00 p.m., within the limits of PMC and PCMC only. The Applicant shall personally pick up the minor daughter from the Respondent's residence at 11:00 a.m. and shall personally drop her back at the Respondent's residence by 6:00 p.m. on the same day. The responsibility of pick-up and drop shall rest solely upon the Applicant, without fail and without any excuse whatsoever. No third person shall be permitted to pick up or drop the child unless prior written consent of the Respondent is obtained. In the event of any delay in dropping the child back, the Applicant shall promptly inform the Respondent. During the said access period, neither the Respondent nor any member of his family or friends shall interfere or be involved while the Applicant is spending time with the minor daughter. During school vacations, the minor daughter shall spend half of her Summer, Diwali and Winter/Christmas vacations with the Applicant and the remaining half with the Respondent. The Applicant shall also be permitted to speak with the minor daughter via telephone or video call strictly between 9:15 p.m. ^{10:15} p.m. every day, and not beyond the said time window.

The Respondent shall not obstruct such communication within the specified time. The Applicant shall not insist on communication outside this time slot. It is clarified that the sole, permanent and exclusive custody of the minor daughter, Bhoomika, shall remain with







the Respondent, and the Applicant shall have access only to the extent provided in these Consent Terms.

10. The Applicant and the Respondent hereby agree and undertake to forego all their claims against each other inter alia including claims for permanent and / or temporary alimony, interim and / or final maintenance and any future claim, if any, against each other and against respective family members and relatives of each other through whatsoever degrees of affinity, including the claim on properties/estates of each other and/or on the properties/estates of their respective family members, including their joint family properties.

11. The Applicant hereby agrees and undertakes to unconditionally waive her rights to claim alimony, maintenance, permanent or temporary under any law for the time being in force, in past, at present or in future. The Applicant also hereby unconditionally agrees and undertakes to wave any rights upon the properties or estates of the Respondent and/or his family members or the relatives of the Respondent through whatsoever degrees of affinity, wherein such right is arising out of any law for the time being in force, in the past, at present or in future.

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12. Both the parties hereby unconditionally agree and undertake to withdraw all allegations, counter allegations against each other and also against their respective family members and/or relatives, if any, which are levelled in all proceedings pending before any Courts of law.

13. Both the parties to the said proceedings shall not file any other claims or complaints against each other before any court with respect to the present matrimonial dispute.

14. Both the parties would be held liable for breach in policy conditions as per the appropriate law (civil or criminal).

15. Both the parties do hereby unconditionally agree and undertake that they shall not interfere in each other's personal lives hence forth. Further, both the parties agree and undertake not to malign/defame each other's image/reputation/status either verbal/written/electronic media to each other's relatives, friends or through anybody hence forth.

16. Both the parties do hereby unconditionally agree and undertake that they shall unconditionally withdraw any other complaints/applications against each other before any Authority or Court of Law, apart from



the ones mentioned in the present Consent Terms. The Applicant shall not initiate any proceedings including but not limited to under sections 498A of IPC, or under the Protection of Women from Domestic Violence Act, 2005, or any other Criminal or Civil law, arising out of the matrimonial relationship.

17. Both the parties hereby agree and undertake to indemnify each other and the family members and relatives of each other against any claims or disputes arising from the matrimonial relationship of the Applicant and the Respondent, after the present Consent terms are acted upon in toto and after the final disposal of the petition for divorce by mutual consent by the Hon'ble Family Court, Bandra, Mumbai, whichever is later.

18. Both parties do not have any further claims against each other and now no exchange of any sort is pending between them. Both parties agree and undertake that the consent terms filed herein have been mutually agreed and the same are fair, bonafide and in the interest of both parties.



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19. The consent terms shall become operative immediately upon the disposal of the present transfer petition, and no exception or deviation from these shall be permitted.

20. These consent terms shall remain binding even if any future misunderstanding or dispute arises.

21. If either party defaults in performing any obligation under these consent terms, the aggrieved party shall be entitled to seek specific performance, contempt, and all other remedies available in law.

22. Both parties shall cooperate and sign all documents required for the daughter's education, medical needs, passport, visa, Aadhaar, PAN, and other official requirements within reasonable time.

Place – Mumbai 24 NOV 2025

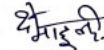
Dated this ____ Day of November 2025



Applicant

(Nivedika Gopichand Patil)

Mob. no. 9022573667



Adv. for Applicant

(Kshema Shriniwas Mahuli)





Respondent

(Gopichand Dattatray Patil)

Mob. no. 9545100072

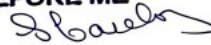


Adv. for Respondent

(Avinash Bailmare)



BEFORE ME



SHANE CARDOZ
Advocate & Notary (Govt. of India)
Reg. No. 16388 B.com., L.L.B.
G-3, Clifford House, Kadeshwari Mandir Road,
Next to Ganesh Mandir Chowk, Bandra (W),
Mumbai - 400 050, Mob. 98205 17020
Reg. No. MAH / 3457 / 2002

Notary Register Serial No.	5465/25
Date:	24 NOV 2025



ORIGINAL SEEN & VERIFIED			
AADHR	PAN	ELECTION	POA
1) 8640 7523 9144 - Gopichand			
2) 3875 0398 1444 - Nibedita			



3. The statements made in the consent terms are accepted as an undertaking given to this court. So also, all undertakings are accepted.

4. In view of the same, **the Misc. Civil Application stands disposed of.**

(Rajesh S. Patil, J.)