

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
MISC. CIVIL APPLICATION NO. 439/2025

DATTAPRASAD
GHANSHYAM
PARAB
Digitally signed
by
DATTAPRASAD
GHANSHYAM
PARAB
Date: 2025.12.19
13:15:10 +0530

MADHURI NITIN SAKUNDE

..APPLICANT

VERSUS

NITIN HANUMANT SAKUNDE

..RESPONDENT

Mr. Akil A. Kupade, Advocate for the Applicant.

Smt. A. P. Madhuri a/w. Mr. Prithvi Raj Rathod a/w. Mr. Uday Kapse
a/w. Ajay Gotale a/w. Mr. Gaurang Pendurkar, Advocates for the
Respondent

CORAM : RAJESH S. PATIL, J.

DATE : 16.12.2025

P C.

1. By an order dated 9th December, 2025, the present
Miscellaneous Civil Application was allowed in terms of prayer
clause (a).

2. At the request of the parties, the matter was kept today in
supplementary board, in view of their desire to try to amicably settle
dispute between the parties. The ld. Counsel submit that parties
have settled their disputes and they have tendered the Consent
Terms dated 16th December, 2025. They confirm their signatures on

the Consent Terms and also confirm the signatures of their respective clients. They also identify the presence of their respective clients in the Court. The said Consent Term is taken on record and marked 'X' for identification purpose. The statements made in the Consent Terms are accepted as an undertaking given to this Court. All undertakings are also accepted.

2. The scanned copy of the Consent Term is reproduced herein-below:

Tendul m Court - 'X'
RP.A.C.
16/12/2025.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
MISCELLANEOUS CIVIL APPLICATION NO. 439 OF 2025
District: Mumbai.

Madhuri Nitin Sakunde ... Applicant
Vs
Nitin Hanumant Sakunde ... Respondent

APPEARANCE OF PARTIES:
Adv. Akhil Kupade, for the Applicant.
Advocate for Respondent: Adv. A. P. Madhuri for Respondent.

D.G. Pa

Madhuri Nitin Sakunde: Applicant present before the Hon'ble Court.

Nitin Hanumant Sakunde: Respondent present before the Hon'ble Court.

CONSENT TERMS.

1. The marriage between Applicant and Respondent was solemnized on 31/03/2019 at Aarti Mangal Karyalay, Joshi Vihhir, Tal: Wai, Dist.: Satara as per the Hindu Rites and Rituals. On account of differences of opinion, both the parties are residing separately since last more than one year. Consequently, they have mutually decided to part their ways in life on the terms and conditions which are delineated herein below:

a. The Respondent Husband has unconditionally agreed to pay an amount of Rs. 2,00,000/- (Two Lacs only) to Applicant towards full and final settlement amount for dissolution of the marriage. This amount is inclusive of permanent alimony, maintenance and all other expenses borne by Applicant and her parents at the time of marriage. The Applicant undertakes that she will not to initiate any legal proceedings against Husband for monetary claim and compensation in future.

b. The Respondent husband agreed to return one ^{approx. 1/2} Tola Mangalsutra and other the stridhan, if any, to Applicant




and all her articles, belongings and furniture that she received during her marriage.

- c. The Respondent husband will also hand over the possession of his scooty bearing Registration No. MH-46-CQ-9098. Also, the ownership of the said scooty will also be transferred to Applicant for which the documentation shall be completed before the final order of this matter. Both the parties herein agree that all the associated costs in terms of the transportation of belongings of Applicant and scooty re-registration shall be borne by Applicant wife exclusively.
- d. Both the parties hereby agree that all the costs, processes and other arrangements for transfer and transport of the Applicants' belongings (including scooty) shall be arranged and borne solely and exclusively by the Petitioner.
- e. Further, both the parties hereby agree that, Respondent shall be giving the entire sum of Rs. 2,00,000 (Rupees Two Lakhs Only) through a Demand Draft bearing No. dated drawn in the name of Applicant. The said Demand Draft shall be given to the

de
Me

de

Me

Applicant on the date of filing of consent terms before
Hon'ble Family Court, Bandra.

2. Both the parties shall agree and confirms that, they will never claim any kind of legal right on each other's property, both movable and immovable, bank accounts, investment or any other asset which was hold or acquired in their individual name before, during, after marriage and now after mutual divorce herein in future.
3. Both the parties have mutually agreed after the divorce by mutual consent, both the parties are at liberty to move ahead in their respective life, inclusive of their right to re-marry.
4. Bot the parties undertake to make an application before Hon'ble Family Court, Bandra for conversion of divorce proceedings filed u/s. 13(1) (ia) of Hindu Marriage Act 1955 to proceedings u/s. 13 (B) of the Hindu Marriage Act 1955.
5. The both the parties have further mutually and unequivocally agreed to file the present consent terms before the Hon'ble Family Court, Bandra.
6. The consent terms filed before this Hon'ble Court shall be in the form of an undertaking given to this Hon'ble Court. Any breach of the terms and conditions adumbrated herein above, more particularly, clause a to c, would be a contempt of this Hon'ble



Court. The aggrieved party shall be at liberty to initiate appropriate proceedings before this Hon'ble Court, if required.

7. No order as to cost.

Place: Mumbai

Date : 16.12.2025


AKHIL KUPADE

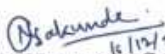
Adv. For the Applicant


A. P. Madhuri

Adv. For the Respondent


Madhuri Nitin Sakunde

Applicant


Nitin Hanumant Sakunde

Respondent

3. The matter has already been **disposed of**.

(RAJESH S. PATIL, J.)