

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

REVIEW PETITION NO.100 OF 2025

IN

WRIT PETITION NO.19157 OF 2024

Siddhesh Paralkar

...Petitioner

Versus

Prajakta Siddhesh Paralkar

...Respondent

Ms. Seema Sarnaik, Senior Counsel i/by Ms. Preeti Walimbe,
Advocate for Petitioner.

Mr. Abhijit Sarawate (thru' VC) a/w Mr. Hardev Kaur, Mr. Vaibhav
Thorave, Advocates for the Respondent.

CORAM: MADHAV J. JAMDAR, J.
DATED : 10th July 2025

JUDGMENT:

1. Heard Ms. Seema Sarnaik, learned Senior Counsel appearing
for the Petitioner and Mr. Abhijit Sarwate, learned Counsel
appearing for the Respondent.

2. The Review Petition is filed seeking review of Order dated
23rd April 2025 passed by this Court. The said Order is reproduced
hereinbelow for ready reference :

“ 1. Heard learned Counsel appearing for the
parties.

2. Learned Counsel appearing for the Petitioner pointed out the **Order dated 5th September 2020** passed by the learned Judge, Family Court No.4, Pune below Exhibit - 5 in P. A No.363 of 2020, by which the Application for temporary injunction filed by the Petitioner - wife is rejected.

3. It is significant to note that the said Order is passed on the basis of statement made by the Respondent that the Respondent is willing to share half of the consideration of the suit flat after the payment of loan. The said statements are recorded in Paragraph No.6 and Paragraph No.12 of said Order dated 5th September 2020. The relevant portion of said Paragraph Nos.6 and 12 are reproduced herein below for ready reference :

"6. ...The respondent is willing to share half of the consideration for the suit flat, after disposing of the loan and is ready to bear the expenses of the child.

12. There is nothing to show that the petitioner would be suffering from an irreparable loss, as the respondent had given an offer across the bar, that in case the property is sold, he would share half of the consideration with her deducting the loan amount as permanent alimony or as an amount of permanent settlement...."

4. Learned Counsel appearing for the Respondent submitted that the loan is of Rs.8,00,000/-.

5. It is an admitted position that **total consideration of the said flat was Rs.1,70,000/- and entire consideration has been received by the Respondent.**

6. The only contention raised by the learned Counsel appearing for the Respondent is that the said amount is to be paid as permanent alimony. However, it is required to be noted that **said Order dated 5th September 2020 has been passed on the basis of said representation made by the Respondent. Thus, it is necessary that the said amount should be secured and available for the Court at the time of passing order regarding permanent alimony.**

7. Accordingly, **the Respondent is directed to deposit in this Court an amount of Rs.81,00,000/- on or before 2nd May 2025.**

8. Stand over to 5th May 2025. To be shown 'first on board'."

(Emphasis added)

3. Thus, the said Order has been passed as the learned Advocate for the Review Petitioner i.e. the husband made the statements before the learned Family Court, Pune as recorded in

the Order dated 5th September 2020 passed by the learned Judge, Family Court, Pune below Exhibit-5 in P.A. No.363 of 2020.

4. It is the submission of Ms. Sarnaik, learned Senior Counsel for the Review Petitioner that the said statements made by the learned Advocate of the Petitioner as recorded in the Order dated 5th September 2020 have to be understood in the context of the said entire order. She has read the entire Order. It is her submission that in fact on merits, the said Application bearing Exhibit-5 has been rejected and the statement recorded on behalf of the Petitioner is to the effect that if the wife is ready to settle the matter, then the Petitioner would share half of the consideration after deducting the loan amount as permanent alimony or as an amount of permanent settlement. She therefore submits that the Order dated 23rd April 2025 passed by this Court is required to be recalled and set aside.

5. On the other hand, Mr. Sarwate, learned Counsel for the Respondent submitted that the jurisdiction and scope of review is not that of an appeal and it can be entertained only if there is an error apparent on the face of the record. He relied on a decision of

the Supreme Court in the case of **Kamlesh Verma Vs. Mayawati and Ors.**¹. He submitted that there is no error apparent on the face of the record in the Order dated 23rd April 2025 and therefore the review be dismissed.

6. At the outset, it is required to be noted that the said Order dated 23rd April 2025 has been passed on the basis of the Order dated 5th September 2020 passed by the learned Judge, Family Court No.4, Pune below Exhibit - 5 in P. A No.363 of 2020. The said Order has been passed on an application filed by the Respondent-wife for temporary injunction and interim maintenance.

7. Perusal of Order dated 5th September 2020 shows that at that time only, the relief which was pressed was of injunction as even the parties had not attended the meetings before the Councillor. It is required to be noted that the said Order has been passed during COVID pandemic. Perusal of said Order clearly shows that the learned Judge, Family Court No.4, Pune has recorded that the concerned flat was a share household of the

¹ AIR 2013 Supreme Court 3301

Petitioner-Respondent and their son. In fact, it is also observed that the Petitioner-Husband would provide her suitable accommodation at the relevant time and instead of flat like said concerned flat of 3 BHK, alternate flat of 1 BHK would be sufficient for residence of the Respondent and her son. In fact one of the point which has been taken into consideration is that due to lock-down, an agreement in respect of said flat was executed on 12th June 2020. The said document was not registered, but the possession of the said flat was delivered by accepting Rs.11,00,000/- when Rs.1,70,00,000/- is said to be the consideration.

8. It is also to be noted that the learned Family Court has held that the Petitioner would not suffer irreparable loss as the Respondent has given an offer as noted in paragraph 12 of the Order of the learned Family Court. Thus, it is clear that the learned Family Court has taken into consideration the aspect that the said flat is shared household of the Respondent-wife and that she will not suffer irreparable loss in view of said submissions made on behalf of the Petitioner. Thus, it is clear that in effect the three parameters of granting interim relief namely prima facie case,

balance of convenience and irreparable loss have been held in favour of the Respondent-wife.

9. Mr. Sarawate, learned Counsel for the Respondent also pointed out contention, which is sought to be raised in the Affidavit-in-Reply, which has been filed in Writ Petition No.19157 of 2024. Paragraph No.14 of the said Affidavit-in-Reply reads as under :

“14. I state and submit that I had never given any undertaking as alleged in the Para 3 (e) and 3 (f) of the Petition. That any casual oral statement made during the course of arguments cannot be construed as a binding undertaking given to the Court. The basic elements required for an agreement to be a legally enforceable contract are mutual assent, expressed by a valid offer and acceptance, adequate consideration, capacity, and legality.”

(Emphasis added)

Thus, it is clear that in fact the Review Petitioner has obtained said Order dated 5th September 2020 by making misleading statement which he never intended to comply.

10. It is also required to be noted that by the Order dated 23rd April 2025 which is under review, what has been directed is only deposit of 50% of the amount in this Court received out of sale of said flat. No direction has been given to pay the said amount to the Respondent-wife. Thus, in the facts and circumstances, no case is made out for review or recall of said Order dated 23rd April 2025.

11. Accordingly, the Review Petition is dismissed.

(MADHAV J. JAMDAR, J.)