

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 10780 OF 2023
WITH
INTERIM APPLICATION NO. 11301 OF 2025

Ziya Areez Vakil

.. Petitioner

Versus

Presiding Officer,

Maintenance & Welfare Tribunal for Parents and

Senior Citizens and Sub Divisional Officer

Mumbai Western Suburbs & Ors.

.. Respondents

.....

- Mr. Rohaan Cama a/w Mr. SAK Najam-es-sani & Ms. Pooja Shah i/by Maneksha & Sethna, Advocates for Petitioner
- Ms. Tanu N. Bhatia, AGP for Respondent No. 1
- Ms. Moksha Kothari i/by Ms. Taubon F. Irani, Advocates for Respondent No. 2

.....

CORAM : MILIND N. JADHAV, J.

DATE : SEPTEMBER 8, 2025

P. C.:

1. Heard Mr. Cama, learned Advocate for Petitioner; Ms. Bhatia, learned AGP for Respondent No. 1 and Ms. Kothari, learned Advocate for Respondent No. 2.

2. It is stated that parties have reconciled their disputes and have tendered Consent Terms dated 14.08.2025 which are taken on record and marked "X" for identification. Parties who have signed the Consent Terms are present in Court and are identified by their respective Advocates. Consent Terms are running into 9 pages. For

ease and conveyance of the parties, Consent Terms are scanned and reproduced below for immediate reference:-

1

"X" *mgadhav* 08/9/2025.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 10780 OF 2023
District: Mumbai

In the matter of Articles 226 and 227 of the
Constitution of India; etc ...

Ziya Areez Vakil) Petitioner

Versus

1. Presiding Officer, Maintenance and Welfare)
Tribunal for Parents and Senior Citizens and)
Sub Divisional Officer Mumbai Western)
Suburbs & Ors.) Respondents.

CONSENT TERMS

1. The parties to the present Writ Petition, filed by the Petitioner (hereinafter referred to as 'Ziya') have arrived at Consent Terms with a view to put a quietus to their long-standing disputes and to amicably resolve the same on the following terms, which are arrived at by consent of the Petitioner and Respondent Nos. 2 and 3:

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A. DIVORCE:

2. The parties agree that within two weeks of Respondent Nos.2 and 3 (hereinafter referred to as 'Zarine' and 'Areez' respectively) complying with their respective obligations as set out in paragraph 5 below, Areez and Ziya shall apply for conversion of Parsi Suit No. 15 of 2018 filed by Respondent No. 3 herein i.e. Areez into a suit under Section 32B of the Parsi Marriage and Divorce Act, 1936 for divorce by mutual consent and to seek appropriate orders in this regard from this Hon'ble Court.
3. Upon such conversion being allowed and the parties complying with their respective obligations as set out in paragraph 5 below Areez and Ziya shall obtain appropriate orders for dissolution of their marriage by mutual consent.

B. ALIMONY / PERMANENT MAINTENANCE:

4. Zarine and Areez are joint owners, each holding a 50% undivided share of a residential flat bearing No. 92, Sherman, Bakhtawar Cooperative Housing Society, situated at 22, Narayan Dhabholkar Road, off Nepean Sea Road, Mumbai 400006 (hereinafter referred to as the "Sherman Flat"). Zarine and Areez agree, undertake and confirm that apart from the arrears of maintenance/ society dues



claimed to be amounting to Rs.3,60,948/- (Rupees Three Lakhs Sixty Thousand Nine Hundred and Forty Eight only), there are no further or other encumbrances of any nature whatsoever, and no claims or orders of attachment or any other fetter of whatsoever nature, on the Sherman Flat.

5. The parties agree that as and by way of permanent maintenance and alimony, within two weeks from the date of an order passed in terms of these Consent Terms and prior to any orders being passed dissolving the marriage of Areez and Ziya, the following gifts shall be executed and registered in favour of Ziya, Rheanne and Kyle, respectively, on the terms as set out below:

- i. Areez agrees and undertakes to execute a Gift Deed in favour of Ziya for his entire undivided 50% share, right, title and interest in the Sherman Flat as per the draft which will be furnished to Areez by Ziya within one week from the date of the order passed in terms of the present Consent Terms.
- ii. Zarine agrees and undertakes to execute and register a Gift Deed in favour of the children of Areez and Ziya, namely Rheanne and Kyle, of her entire undivided 50% share, right, title and interest in the Sherman Flat as per the draft which will be furnished to Zarine by Rheanne within one week



from the date of the order passed in terms of the present Consent Terms.

- iii. Areez and Zarine agree and undertake to appear before the concerned Sub Registrar's Office for the purpose of execution, registration and admitting execution of the said Gift Deeds. Forthwith upon execution of the Gift Deeds, Zarine and/or Areez agree and undertake to handover all original title deeds, share certificate etc. in respect of Sherman Flat to Ziya.
- iv. Areez and Zarine agree and undertake to execute transfer forms and any other document or writing as may be necessary and may be called upon to be done by Ziya, for transferring the Sherman Flat and any allied records, to the names of Ziya, Rheanne and Kyle.
- v. Areez and Zarine agree and undertake to forthwith on request by Ziya, give consent/no objection or execute any other such documents or writing as may be necessary and may be called upon to be done by Ziya, which may be required for transfer of the Electric Meter and other utilities from their name(s), so that the same can be transferred to the names of Ziya, Rheanne and Kyle or any of their names.



- vi. Areez and Zarine agree and undertake that they do not have and shall not make any claim to, for or against the Sherman Flat or question or challenge Ziya, Rheanne and/or Kyle's unfettered right, title and interest thereto, and/or possession thereof.
6. It is agreed by Ziya that on signing of the present Consent terms, Ziya shall make no claims against Areez or Zarine for payment of Society dues, past present or future.
7. Within six (6) weeks from the date of the order passed in terms of the present Consent Terms, and subject to execution and registration of the above documents having been done by Areez and/or Zarine, Ziya agrees and undertakes to simultaneously hand over to Areez, a demand draft in the sum of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) towards his claim for alimony.
8. The aforesaid time for payment by Ziya may be extended by consent of Areez and Ziya.

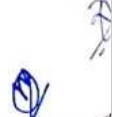
C. CUSTODY OF KYLE:

9. Kyle is a minor as on date.
10. It is agreed and understood by the parties that custody of Kyle shall permanently remain with Ziya.

D. JEWELLERY:

11. Simultaneously with the execution of the present Consent Terms, Zarine and Areez shall hand over as and by way of gift to Rheanne and Kyle jointly, the following items of jewellery:
- i. Emerald and Diamond Necklace in yellow gold;
 - ii. Emerald and Diamond Earrings in yellow gold;
 - iii. Diamond Engagement ring in white gold;
 - iv. Diamond bracelet in yellow gold; and
 - v. Diamond and Ruby pendant in yellow gold with yellow gold Chain attached.
- 11.1 Ziya for herself and in her capacity as the mother and natural guardian of Kyle, and Rheanne for herself, undertake that they shall not sell the said jewellery until the marriage of Kyle and/or Rheanne.

E. WITHDRAWAL OF ALL CASES:



12. The parties agree and undertake that upon the aforesaid process of execution of the Gift Deeds, registration and admitting execution thereof being completed, the parties shall withdraw / have disposed of all proceedings between them in all *fora* / Courts, in terms of the present Consent Terms. It is clarified that by virtue of the present Consent Terms the Order dated 14th July 2023 passed by the Presiding Officer, Maintenance and Welfare Tribunal for Parents and Senior Citizens and Sub Divisional Officer Mumbai Western Suburbs, which order is challenged in the present Writ Petition, stand quashed and set aside upon the passing of an order in terms of the present Consent Terms. So also the orders dated 29th June 2019 and 6th March 2025 passed in Case No. DV/47/2017 under the PWDV Act, 2005 shall also stand quashed and set aside, and Ziya and Areez will seek necessary orders from the concerned Courts under the PWDV Act, 2005 to give effect to the above terms.

F. NO INTERFERENCE:

13. The parties agree, admit, declare and confirm that upon signing these Consent Terms and upon passing of the decree of divorce they shall not interfere in each other's personal and/or professional lives



or cause any annoyance to each other, in any manner, whatsoever, in the future, irrespective of any changed circumstances. Allegations, if any, made against each other are hereby unconditionally withdrawn, as if they were never made. None of the parties shall make derogatory remarks about the other in public or in private with regards to their matrimonial life and the terms agreed to herein. It is explicitly agreed that neither party shall speak ill of or make any slanderous statements against the other in the Society or before any forum or any media including social media.

G. NO FUTURE CLAIMS:

14. The Parties agree and undertake that subject to compliance with the present Consent Terms, none of the parties will make any claims or file proceedings against one another, save and except to give effect to the present Consent Terms.

H. MISCELLANEOUS:

15. The parties have executed the present Consent Terms of their own free will and volition, without any force, coercion or undue influence.
16. Liberty to apply in respect of compliance with these consent terms.

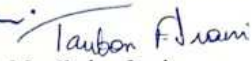


Dated this 14th day of August 2025.

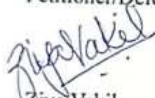
For Maneksha & Sethna



Partner
Advocate for the
Petitioner/Defendant.



Mrs. Taubon Irani
Advocates for Respondent Nos.2
& 3.



Ziya Vakil
Petitioner.

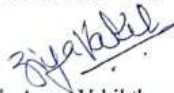


Zarine Patel
Respondent No.2.




Areez Vakil
Respondent No.3

Rheanne Areez Vakil



Kyle Areez Vakil through his
mother and natural guardian Ziya
Vakil



3. Rights and obligations stated in the Consent Terms are taken as undertaking given to this Court by the respective parties and parties shall abide by the same failing which they shall be liable for contempt.

4. I am informed that jewellery items stated in Clause (D)(11) have been handed over. Parties shall ensure that they shall abide by the undertaking given in that respect.

5. All other incidental and ancillary issues pertaining to the obligations stated in the Consent Terms shall also be complied with by the respective parties on being informed by the other side. It is informed that share certificates and other documents have been handed over. In the event if any signatures / consents etc. are required in law, same shall also be provided as and when called upon for the purpose of transfer.

6. Respondent No. 2 shall provide list of all documents which are handed over to Petitioner separately. Writ Petition is allowed and disposed of in terms of the above Consent Terms dated 14.08.2025. Needless to state that in view of the present Writ Petition having been disposed of in terms of the Consent Terms filed by the parties, order dated 14.07.2023 passed by the Presiding Officer, Maintenance and

Welfare Tribunal for Parents and Senior Citizens and Sub-Divisional Officer, Mumbai Western Suburbs in Complaint dated 20.07.2022 is quashed and set aside.

7. As stated in the Consent Terms, parties shall seek necessary orders from the concerned Courts and the Tribunal as agreed and other side shall co-operate in getting these orders.

8. Liberty to apply in case of any difficulty.

9. Writ Petition is disposed of in terms of the Consent Terms dated 14.08.2025 and this order. Interim Application is also disposed of.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
AMBERKAR
Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
2025.09.08
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