

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO.1581 OF 2025

Rajendra Phulchand Khomane & Ors.	...Petitioners
<i>Versus</i>	
Rajashree Rajendra Khomane	...Respondent

Mr. Aakash R. Pandey a/w. Ms. Sairuchita Chowdhary and Mr. Rahul Patil, for the Petitioners.
Mr. Sujay H. Gangal a/w. Mr. Prajwal More and Mr. Swaraj M. Savant, for the Respondents.
Mr. D. J. Haldankar, learned Mediator.

CORAM: MADHAV J. JAMDAR, J.
DATED : 14th AUGUST 2025

P. C.:

1. By order dated 13th August 2025, this Court appointed Mr. D. J. Haldankar, learned Counsel of this Court as Mediator.

2. Mr. Akshay Pande, learned Counsel appearing for the Petitioners and Mr. Sujay Gangal, learned Counsel appearing for the Respondent state that with the assistance and efforts of Mr. D. J. Haldankar, learned Counsel, settlement has been arrived at between the parties. Both of them tendered the Consent Terms. Consent Terms are signed by the Petitioner No.1-Rajendra Phulchand Khomane on behalf of himself and on behalf of the

Petitioner Nos.2 to 4. The Petitioner Nos.2 to 4 are mother and two sisters of the Petitioner No.1. Although, they are not available today, the Petitioner No.1 has signed the Consent Terms on their behalf also. The Petitioner No.1 is the husband of the Respondent and by the said Consent Terms, he has agreed to pay Rs.9,50,000/- to the Respondent in the manner more particularly set out in the Consent Terms. Thus, the main responsibility to comply with the Consent Terms is on the Petitioner No.1. In fact, the Petitioner Nos.2 to 4 will be beneficiaries of the said Consent Terms, as the Criminal Case filed against them is agreed to be quashed by consent by filing appropriate proceedings. The Consent Terms are also signed by the Respondent-Rajashree Rajendra Khomane. The Consent Terms are also signed by the respective Advocates and they identify the signatures of the respective parties.

3. Both Petitioner No.1-Rajendra Phulchand Khomane and the Respondent-Rajashree Rajendra Khomane state that they have settled the dispute in terms of the Consent Terms.

4. Accordingly, the Consent Terms are taken on record and marked 'X' for identification. The said Consent Terms read as under:

“CONSENT TERMS IN AFOREMENTIONED MATTER:

1. With the gracious intervention of this Hon'ble Court (Coram: Hon'ble Justice Madhav J. Jamdar J.). vide Order dated 13-08-2025 in aforementioned matter by appointing Adv. Dinesh Jairam Haldankar , for making an effort to settle the present matter amicably, the parties hereto have arrived at compromise/settlement amicably bringing an end to their disputes and differences and arriving at a full and final settlement of all their claims whatsoever relating to Domestic Violence proceedings i.e. Judgment and Order dated 31-01-2025 passed by Ld. Sessions Court , Pune in Criminal Appeal No.204 of 2014 setting aside the Judgment & order dated 04-03-2014 of Ld. JMFC, Pune in Cri. Misc Application No. 324 of 2010 which is the subject matter of the captioned Writ Petition and towards the their Matrimonial dispute.

2. The parties confirm and declare that the compromise terms contained herein, may kindly be recorded for orders in terms thereof and the due recording of undertakings of the parties hereto to the Hon'ble High Court that they shall give effect to and implement the compromise/settlement terms without demur or default.

3. Accordingly, the parties hereto are entering into and executing these Consent Terms for consent orders and due acceptance of the undertaking of the parties to this Hon'ble Court in terms thereof.

4. AGREED, CONFIRMED, DECLARED AND ORDERED the following:

Terms of Settlement:

A total amount of Rs.9,50,000/- shall be paid by Petitioner No.1 / Husband to Respondent / wife (which is inclusive of Rs.2,50,000/- already paid to Respondent in Marriage Petition No.22 of 2020 and also of Rs.45,000/- given to Respondent's brother; the details are mentioned below).

a) The amount of Rs.2,50,000/- are already paid by Petitioner No.1 / Husband to Respondent / Wife in Marriage Petition No.22 of 2020 before the Ld. Civil Judge Senior Division, Baramati, District Pune is undisputed by Respondent/ Wife.

b) The amount of Rs.45,000/- transferred by Petitioner No.1 to Respondent's brother, which is brought by Respondent's brother today in court, the same shall be deposited in the Court of Ld. Judicial Magistrate First Class, Shivajinagar Pune in name of Respondent / wife.

c) Petitioner No.1 / Husband is further ready to pay an amount of Rs.6,55,000 /- to Respondent / wife which also shall be deposited in the Court of Ld. Judicial Magistrate First Class, Shivajinagar Pune in the name of Respondent / wife.

d) The aforesaid amounts deposited by the Petitioner No.1 / Husband in the Court of Ld. Judicial Magistrate First Class, Shivajinagar Pune shall be invested in a Nationalised bank in Pune as FDR , in the name of Respondent / Wife and the accrued interest thereon shall be transferred to Respondent / Wife's Bank Account.

e) Considering the facts of present case Respondent / Wife or anyone claiming on behalf of

her shall not be allowed to withdraw the aforesaid amounts invested in Nationalised Bank without prior permission of this Hon'ble Court.

f) Respondent shall file necessary Application for Restoration of Hindu Marriage Petition No. 22 of 2020 dismissed by Order dated 06-12-2023 by the Ld. Civil Judge Senior Division, Baramati, District Pune and Petitioners shall consent for the same.

g) In view of present Consent terms the Respondent /Wife undertakes to withdraw the PWDVA Execution No.14 of 2025 after the aforesaid amount is deposited by the Petitioner No.1 / Husband in the Court of Ld. Judicial Magistrate First Class, Shivajinagar Pune within stipulated time mentioned herein.

h) In view of the present Consent terms the Warrant issued by the Ld. Judicial Magistrate First Class, Pune in PWDVA Execution No.14 of 2025 shall stand cancelled.

i)The office of Ld. Judicial Magistrate First Class, Pune be requested to accept the aforementioned amount and further invest the same in Nationalised Bank in Pune.

Time Schedule for aforesaid payment agreed by and between the parties herein is as follows: -

i. An amount of Rs. 1,00,000 /- shall be deposited by Petitioner No.1 / Husband by on or before 31st August 2025 in the Court of Ld. Judicial Magistrate First Class, Shivajinagar Pune.

ii. The remaining amount of Rs. 5,55,000/- Shall be deposited by Petitioner No.1 / Husband on or before by 30th September 2025 in the Court of Ld. Judicial Magistrate First Class, Shivajinagar Pune.

iii. The amount of Rs. 2,50,000/- is already paid in proceedings of Marriage Petition No. 22 of 2020

before the Ld. Civil Judge Senior Division, Pune is also considered and adjusted for settlement.

iv. The amount of Rs.45,000/- transferred to Respondent's brothers account is brought by the Respondent's brother today in the Court, which was already paid by Petitioner No.1 / Husband in July 2025 in reference with this matter is also considered and adjusted for settlement in these consent terms .

5.The captioned Writ Petition shall stand disposed off in terms of these Consent Terms with necessary directions to the Ld. Lower Court.

6. In view of the present Consent terms this Hon'ble Court be pleased to direct the Ld. Civil Judge Senior Division, Baramati, District, Pune for considering the Restoration of Hindu Marriage Petition No. 20 of 2020 seeking Divorce by Mutual Consent.

7. Petitioners and Respondent are at liberty to apply to the Ld. JMFC, Shivajinagar Court, Pune for implementation of these Consent Terms.”

5. Various statements made in the Consent Terms by the Petitioner No.1 and Respondent are accepted as undertakings given to this Court.

6. It is further directed that an amount of Rs.6,55,000/- will be deposited before the Court of learned Judicial Magistrate First Class(“**JMFC**”), Shivaji Nagar, Pune by the Petitioner No.1 as per the schedule set out in the Consent Terms. The amount of

Rs.45,000/- mentioned in the Consent Terms has been handed over by the Respondent's brother-Gorakh Chavan in the Court to Advocate Prajwal More appearing for the Respondent before the learned District Court, Pune. Mr. Prajwal More, learned Advocate undertakes that the said amount will be deposited in the Court of learned JMFC, Shivaji Nagar, Pune within a period of two weeks from today.

7. In the peculiar facts and circumstances of this case, as earlier an amount of Rs.45,000/- has been taken by the Respondent's brother in the name of the Respondent and also an amount of Rs.2,50,000/- by the Respondent's brother-in-law, it is directed that the said amount of Rs.7,00,000/- be invested in the name of Nazar/Superintendent of the Court of learned JMFC, Shivaji Nagar, Pune in a Nationalized Bank and per month interest out of that amount be transferred in the account of the Respondent-Rajashree Rajendra Khomane. It is further directed that initially the said amount be deposited in a Nationalized Bank for a period of three years and thereafter, renewed for suitable period from time to time. Mr. Prajwal More, learned Advocate to inform Nazar/Superintendent of the Court of learned JMFC, Shivaji Nagar,

Pune the account details of the Respondent-Rajashree Rajendra Khomane. It is further directed that said amount kept in the fixed deposit in the Nationalized Bank be paid to the Respondent only after the Respondent applies to the High Court and the High Court grants permission to withdraw the said amount.

8. Accordingly, the Writ Petition is disposed of in terms of the Consent Terms, however, subject to above directions.

9. This Court places on record the appreciation of the efforts taken by Mr. D. J. Haldankar, learned Counsel to mediate the dispute between the parties.

[MADHAV J. JAMDAR, J.]

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