



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

Writ Peittion no.4197/2023

[Parikshit Sahebrao Thakre Vs. Poonam Parikshit Thakare]

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mr. S.P.Bhandarkar, Advocate for petitioner.
Mr. J.J.Chandurkar, Advocate for respondent.

CORAM : PRAVIN S. PATIL, J.

DATED : 16.12.2025.

1. In the present matter, it is admitted fact that the petitioner and the respondent are husband and wife and due to their matrimonial discord, they were separated from each other. In view of matrimonial discord, the petition under Section 13(B) of the Hindu Marriage Act, for mutual divorce was filed.
2. After filing of the petition before the Family Court, Amravati, the parties entered into consent terms for divorce by mutual consent. The consent terms shows that the same was duly signed by the petitioner as well as the respondent before the Counsellor of the Family Court, Amravati, dated 27.7.2019.
3. The said report was placed before the Family Court, Amravati and the Family court while considering the said consent terms has recorded specifically in the order that both the parties were present before the Court and have agreed the consent terms at Exhibit-9 for dissolution of marriage by mutual consent.
4. It is further recorded that as per mandate of provisions of Section 23(1)(bb) of the Hindu Marriage Act, 1955, on inquiry, the Court do not find that there was any force or undue influence exerted upon the husband or wife for

obtaining decree of dissolution of marriage by mutual consent. Accordingly, the petition was allowed in terms and conditions mentioned in the consent terms, which was at Exhibit-9 before the Family court, Amravati.

5. After the judgment and decree dated 26.7.2019, the present petitioner on 10.5.2022 i.e. near about after a period of three years moved an application before Family court, Amravati alleging that the consent decree were obtained by using force and threats to him and therefore, revoke the certain part of consent terms dated 26.7.2019.

6. The learned Family Court, Amravati, by considering submissions advanced by the petitioner and also by considering the judgments, which were relied by the petitioner specifically recorded that the petitioner husband has not challenged the entire consent terms of the judgment and decree but, only part of decree in respect of payment of permanent alimony. Hence, by holding that such recall is not permissible under the law and therefore, powers under Section 151 of the Code of Civil Procedure, can't be exercised in the matter and thereby rejected the application vide order dated 30.11.2020. The same is under challenge in the present writ petition.

7. In the present writ petition, same submission is made which was made before the Family Court, Amravati. Perusal of the application filed before the Family Court, Amravati, as well as writ petition, the petitioner nowhere disclosed as to what threats received at the relevant time and how he was under the threats how he was compelled to sign the consent decree. Further more, it is pertinent to note that the petitioner did not challenge the entire consent terms but, particular consent term regarding permanent alimony. In my view, if consent terms were recorded in his presence and same were agreed and signed

by the petitioner, which was also confirmed before the Judge of Family Court, after a period of three years of execution of terms and conditions of consent decree that too only to the extent of payment of permanent alimony by alleging that same were recorded under the threat, is nothing but, to find out the way to run away from the liability and responsibility.

8. It is pertinent to note that after going through the consent terms, which was executed between the petitioner and the respondent, the petitioner herein only challenging to the term no.8 (a), (b) and (c) which read as under:

“8] It is agreed by both the parties that petitioner No. 1 owns and in possession with a flat bearing No.1503 at Tata Capital Heights, Baidyanath Chowk, Nagpur Tq. & Dist. Nagpur.

(a) Petitioner No. 1 will remain the sole and absolute owner and in exclusive possession of the said flat. In future petitioner No.1 will maintain the said flat which is in her possession.

(b) It is agreed by both the parties that petitioner No. 2 shall repay the loan amount which is taken for the above said flat in Baidyanath Chowk, which is in possession of petitioner No. 1.

(C) Petitioner No. 2 undertakes that today the loan amount for the said flat is Rs. 64,00,000/- (In words Rs. Sixty four lakhs only) and he will repay the said amount within two years from today along with interest, penal interest and penalty or any other charges of payment”.

9. From the perusal of these terms, it is clear that by way of present proceedings, the petitioner wants to disown from the responsibility of the payment of installment of the flat which was stated to be remained in possession of the respondent. Hence, considering the approach of the petitioner, I am of the

opinion that the petitioner did not approach with clean hands either before the Family Court or before this Court.

10. It is also pertinent to note that the terms of compromise were effected on 26.7.2019, thereafter the period of two years, as per the consent terms was expired, in the year 2021 and by that time, the petitioner failed to discharge his liability. Hence, he has invented the way to run away from his responsibility and thereby filed application for challenging the consent decree after a period of three years. The record depicts the fact that the application was filed before the Family Court, Amravati on 10.8.2022.

11. In my opinion, due to differences of opinion between the petitioner and the respondent, and it being concluded by them that it is unable for them to cohabit with each other, they have filed proceedings for dissolution of marriage by mutual consent. Thereafter, in presence of Counsellor of the Family Court, Amravati, the consent terms were recorded. Both the parties have duly signed that consent terms. So also, when the matter was decided by the Family Court, both the petitioner and the respondent agreed the consent terms for dissolution of marriage and thereafter by considering the mandate of Section 23 (1)(bb) of the Hindu Marriage Act, after satisfaction of the Family Court and by recording that there was no any force, fraud or undue influence exerted upon the petitioner, pass the decree of mutual divorce.

12. In the above circumstances, I find no merit in the present petition. Accordingly, the petition stands dismissed.

(PRAVIN S. PATIL, J.)