



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

FAMILY COURT APPEAL NO. 66 OF 2018

Sudhir Vasantrao Ambadkar

..VS..

Mamta Sudhir Ambadkar

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

Court's or Judge's orders

Mr. R. S. Suryawanshi, Advocate for Appellant.

Ms. Naziya Pathan, Advocate h/f. Mr. S. V. Sirpurkar, Advocate for Respondent.

CORAM : SMT. M.S. JAWALKAR, AND
PRAVIN S. PATIL, JJ.

DATED : 02nd JULY, 2025

Office put up this matter for clarification. After going through the order dated 24/06/2025, I am satisfied that order needs modification. Accordingly, we modified the order :-

1. The present Family Court Appeal is settled before the Mediator vide Terms of Settlement, which is placed on record along with Report of Mediator. Both the parties were present on 08.05.2025 before this Court and made a prayer for conversion of the instant appeal into Petition for divorce by mutual consent. This court exempted the presence of both the parties for further dates.

2. The Terms of Settlement was executed between the parties on 02.04.2025, which is taken on record and

marked as Exhibit “X” for identification. There is a joint application to convert the instant Appeal into Petition for divorce by mutual consent vide Civil Application No.586/2025 along with supporting affidavits of both the parties. However, conversion of F.C.A. No.66/2018 is not possible. However, decree passed by the Family Court, Amravati can be modified.

3. In view of the joint application filed by both parties for dissolving the marriage by mutual consent, the impugned order dated 04/05/2018, passed by learned Family Court, Amravati in Petition No. A-203/2015 is hereby quashed and set aside. The decree passed by the learned Family Court, Amravati is converted into decree of dissolution of marriage by mutual consent. The terms of compromise marked as Exhibit-X are reproduced as under :

“1. The Party No.1 has filed the present Family Court Appeal, against the rejection of decree of divorce against the party no.2, before this Hon’ble Court, bearing no. FCA 66 of 2018, which is pending. Both the parties agree that they will file an application for converting the said Family Court Appeal into an Application/Petition for Divorce by mutual consent incorporating terms signed herein. The said application would be filed immediately, on signing of these consent terms, in any case within 15 days thereof.

2. That the parties to the dispute have agreed to settle the matrimonial dispute and all litigations pending between them subject to payment of Rs.19,00,000/-

by the party no. 1 to the party no. 2, as a lum-sum full and final payment towards past, future and present maintenance and all other claims of the party no.2. On receiving the said amount, the party no.2 waives her right to any maintenance or any other claim against the party no.1 including her right to execute any interim orders of maintenance granted by the Hon'ble High Court, Nagpur Bench.

3. *The said amount is agreed to be paid in two installments as under :-*
 - a. *The first instalment of Rs.9,00,000/- (Rupees Nine Lakhs only) to be paid by way of Demand Draft in favour of Party no. 2, on the date of signing the consent terms.*
 - b. *The second instalment of Rs.10,00,000/- (Rupees Ten Lakhs only) to be paid by way of Demand Draft in favour of son Ratnesh Ambadkar at the time of decree of Divorce by mutual consent, before the Hon'ble High Court.*
 - c. *After the decree of divorce the same will be saved in a Fixed Deposit in a nationalised bank in the name of son.*
4. *On payment of sum of Rs.9,00,000/- the party no.2 along with party no.1 shall file withdrawal application before the trial Court for withdrawal of the execution petition.*
5. *The party no.1 undertakes to give documents as asked by the party No.2 during the mediation and the same shall be handed over by the party No.1 to the party No.2 on the day of passing the decree of divorce.*

The Party No.2 further that he shall provide all and every documents required for the future education of son, as and when asked for by the party No.2.

6. *At present custody of the child is with Party No.2. The Party No.2 is presently residing at the above address with her parents. It is specifically agreed and admitted by both the Party No.1 and Party No.2 i.e. father and mother of the child Ratnesh, that permanent custody of the child Ratnesh, shall continue to be with his mother i.e. Party No.2. The Party No.1 agrees that he shall not claim access, visitation and meeting rights against the Party No.2, for the child Ratnesh.*
7. *The Party No.2 alone shall have exclusive rights to take all decisions about the betterment and welfare of the child Ratnesh in his future life. The Party No.1 or his parents shall not interfere in it.*
8. *Both the parties hereby withdraw all allegations and charges levelled against each other and their family members, by way of various litigations, either pending or decided. The parties agree that they shall not file any proceeding or level any allegation against each other at any time in future.*
9. *That, after receiving the above said entire amount of Rs.19,00,000/- (Rupees ninety lacs only), as one-time permanent alimony from Party no.1 so also the documents as per list, the Party no.2 shall not initiate any proceeding against Party no.1 or any of his family members. The Party no. 1 also shall not file any proceedings against the Party no.2 or her family members after satisfaction of the consent terms herein.*
11. *In case of default of any clause by either parties including payment schedule mentioned in Clause no.3(a) and (b), and C1. 5 the proceedings filed against the defaulting Party shall be revived forthwith for further prosecution, with liberty to initiate fresh proceedings where needed.*

12. *The parties agree that only on payment of entire amount of alimony i.e. Rs.19,00,000/- (Rupees Nineteen Lacs) and only after withdrawal of all proceedings by party no.2, as agreed herein above, the Hon'ble Court shall grant a decree of divorce by mutual consent.*
13. *The Party no.2 shall return the articles of Party no.1 as mentioned in the list – **Schedule I** herein attached, immediately on the date of converting the divorce petition into Divorce by Mutual Consent. On return of the same, the party no.2 agrees that there shall be no dispute with respect to Stridhan and other articles.*
14. *The parties are free to remarry in view of the aforesaid settlement. The parties agree that they shall not interfere in each other's life directly or indirectly or through social media, hereafter.*
15. *The parties further agrees for waiving of the statutory cooling off period of 6 months as the parties are residing separately since the year 2008.*
16. *Any personal belongings of either party, inadvertently left with each other shall not be used or abused, in any manner by either party, at any time in future.*
17. *Any act of violation of the above consent terms by a party, shall amount to withdrawal of the mutual consent granted by the other. The party violating the consent term, shall be liable for appropriate contempt proceeding.*
18. *There is no force, fraud or coercion in agreeing these consent terms. Both Parties agree to these consent terms on their own free will."*

4. Thus, it is hereby declared that the marriage between the petitioner and respondent which was

solemnized on 08/05/2008 is hereby dissolved by mutual consent.

5. Decree be drawn up accordingly and also as per compromise agreement which is marked as Exhibit "X", which shall be a part and parcel of decree.

6. Accordingly, the Appeal stands **disposed of**.

(PRAVIN S. PATIL, J.)

(SMT. M.S. JAWALKAR, J.)

Kirtak