



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

FAMILY COURT APPEAL NO. 16 OF 2017

RAHUL TULSHIRAM SHAMBHARKAR

..VS..

SAU. PRADNYA W/O. RAHUL SHAMBHARKAR

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

Court's or Judge's orders

Mr. P. V. Palhade, Advocate for Appellant.

Ms. Amruta A. Ghonge, 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 25/06/2025, I am satisfied that order needs modification. Accordingly, we modified the order :-

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1. The present application is filed for grant of permission to withdraw the amount.
2. The withdrawal of amount is permitted as per Clause (3) of the compromise agreement.
3. Out of Rs. 50 lakh, the amount of Rs. 40 lakh will be transferred in the bank account of respondent/wife and Rs. 5 lakh each shall be deposited in the Fixed Deposit Account in any nationalized bank in the name of minor

daughters namely Dhammapada and Sangapada till they attain the age of majority.

4. Registry is directed to release the amount after due verification of the bank details.

5. Accordingly, the application stands disposed of.

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6. It appears that, the matter is settled before the learned Mediator and the terms of settlement are recorded. The petitioner/husband as well as the respondent/wife are present in-person today. Both of them have filed the joint application for conversion of Family Court Appeal No. 16/2017 into the Petition for divorce by mutual consent as both the parties are ready for decree of divorce by mutual consent. However, conversion of F.C.A. No.16/2017 is not possible. However, decree passed by the Family Court No.2, Nagpur can be modified. The joint application filed by the petitioner and the respondent is taken on record and it is marked as Exh. 'A' for identification. Similarly, the supporting affidavit as an affidavit in lieu of evidence is also taken on record. The compromise agreement along with mediation report is also taken on record and it is marked as Exh. 'X' for identification.

7. In view of the joint application filed by both parties for dissolving the marriage by mutual consent, the

impugned order dated 08/09/2015, passed by learned Family Court No.2, Nagpur in Petition No. A-204/2011 is hereby quashed and set aside. The decree passed by the learned Family Court No.2, Nagpur 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 and 2 agree to withdraw all the adverse allegations leveled against each other.*
- 2. Both the parties agreed to give divorce by mutual consent on the condition that the petitioner Rahul Shambharkar will pay one time permanent alimony of Rs.50,00,000/- (Rupees fifty Lakhs only) including arrears of maintenance of Respondent Pradhnya and her two daughters. This amount is inclusive of future maintenance, residence and other requirements of respondent Pradhnya only.*
- 3. It is agreed that out of the said 50,00,000/- Rs.5,00,000/- each (i.e. Rs.10,00,000/-) will go to their daughters Dhammapada and Sangapada. And rest of Rs.40,00,000/- will be kept in the name of respondent Pradhnya.*
- 4. It is agreed that Rahul Shambharkar will pay regular monthly maintenance of Rs.10,000/- each per month i.e. total Rs.20,000/- per month to daughters Dhammapada and Sangapada from the month of April 2025.*
- 5. It is agreed that petitioner Rahul will incur expenses of future education, medical expenses and marriage expenses of aforesaid both the daughters in addition to regular monthly maintenance.*
- 6. It is agreed that petitioner Rahul will supply caste validity certificate and other relevant necessary documents, to Pradhnya, which will be required for*

education of their both the daughters and petitioner Rahul will remain personally present if his presence is required for educational purpose.

- 7. It is agreed that Pradnya will not claim any Stridhan or share in the property (moveable and immovable, joint or individual) of Rahul Shambharkar after grant of decree of divorce by mutual consent. Further Pradnya will not approach office of Rahul Shambharkar for any claim after the decree of divorce by mutual consent. So also petitioner Rahul will not claim any share in the property of respondent Pradnya.*
- 8. It is agreed that custody of Dhammapada and Sangapada will remain with respondent, whereas the custody of son Attadeep will be with petitioner Rahul. It is further agreed that Pradnya can meet Son and petitioner Rahul has no objection for it. Similarly petitioner Rahul can meet daughters and Pradnya has no objection for it.*
- 9. It is agreed that respondent Pradnya will give no objection in MCR No.661/2023 for restoration of F.C.A. no.16/2017, on deposit of said amount of Rupees Fifty Lakh in the Bombay High Court, Nagpur Bench, Nagpur.*
- 10. Rahul Shambharkar will deposit Rs.50,00,000/- (Rupees Fifty Lakh Only) in the Bombay High Court, Nagpur Bench, Nagpur within four weeks from today in MCA 661/2023.*
- 11. On restoration of FCA No.16/2017, both the parties will jointly proceed for conversion of their Family Court Appeal pending before the High Court, into a case of divorce by mutual consent as per section 13B of Hindu Marriage Act and for passing of decree of divorce between them by mutual consent.*
- 12. Respondent Pradnya will withdraw E.R.63/2019, ER 143/2023 and Cr.MA 49/2024 all pending before*

Family Court Nagpur and will further withdraw Cr.MA No.5506/2022 pending before 12th Joint C.J.S.D./C.J.M., Nagpur, after deposit of aforesaid amount of Rs.50,00,000/- in the High Court, by Rahul Shambharkar. Petitioner Rahul Shambharkar will withdraw Cri.Misc.Application No.492/2024 pending before the Court of Hon'ble 8th Dist. Judge, Nagpur before submission of joint application of mutual divorce, before the Hon'ble High Court.

- 13. That, after compliance of all the terms agreed by the parties in Agreement before the Mediator, both the Parties shall not institute any litigations or other proceeding, Civil or Criminal against each other or their family members in future whether covered under this Agreement or not.*
- 14. There is no force, fraud or coercion in agreeing these consent terms. Both Parties agree to these consent terms on their own free will."*

8. Thus, it is hereby declared that the marriage between the petitioner and respondent which was solemnized on 21/04/2002 is hereby dissolved by mutual consent.

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

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

(PRAVIN S. PATIL, J.)

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