

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.4970 OF 2025

Swati Nirbhay Pimple	...Petitioner
<i>Versus</i>	
Nirbhay Sudhir Pimple	...Respondent

Mr. Sugandh Deshmukh a/w. Mr. Vaibhav Tharave, Mr. Irvin Dsouza, Mr. Aniket Kanawde, Mr. Bhushan Deshmukh, Mr. Aryan Deshmukh and Ms. Karishma Shinde, for the Petitioner.
Mr. Nitin Padmakar Deshpande a/w. Ms. Rachana Harpale, Mr. Santosh Kurade and Ms. Anjali Shinde, for the Respondent.

CORAM: MADHAV J. JAMDAR, J.
DATED : 10th FEBRUARY 2026

PC:-

1. Mr. Deshmukh, learned Counsel appearing for the Petitioner-Swati Nirbhay Pimple (Wife) and Mr. Deshpande along with Ms. Harpale, learned Counsel appearing for the Respondent-Nirbhay Sudhir Pimple (Husband) submit that the parties have settled the dispute and tendered the Minutes of Order. The Minutes of Order are signed by both the Advocates. To the said Minutes of Order, the Consent Terms of settlement arrived between the parties to be filed in P.A. No.1680 of 2018 are annexed. Both the learned Counsel submit that Consent Terms will be filed in said P.A. No.1680 of

2018. The said Consent Terms are signed by both the parties i.e. the Petitioner-wife and the Respondent-husband. The said Consent Terms are also signed by the respective Advocates. The respective Advocates identify the signature of the respective parties. Both, the Petitioner and the Respondent are present through Video Conferencing. Both of them submit that the dispute between them is settled in terms of the Consent Terms. Both of them submit that the Writ Petition be disposed of in terms of the Minutes of Order.

2. The said Minutes of Order are taken on record and marked 'X1' for identification and the said Consent Terms proposed to be filed in P.A. No.1680 of 2018 are taken on record and marked 'X2' for identification.

3. The said Minutes of Order read as under:

"MINUTES OF ORDER

1. Rule. Rule made returnable forthwith.

2. By this petition the Petitioner wife challenged the order dated 30.01.2025 passed below Exhibit-45 and below Exhibit-50 in PA No.1680 of 2018 passed by the Ld. Family Court No.4 Pune thereby allowed the Respondent herein are original Petitioner to

withdraw his consent to the settlement terms dated 04.05.2023 and rejected prayer of the Petitioner for dissolution of marriage as per consent terms dated 04.05.2023.

*3. Both the parties appeared in person or online before this Court on the earlier dates of hearing and both the parties agreed to modify the Consent Terms dated 04.05.2025 which were executed and filed before the Ld. Family Court, Pune in P.A. No.1680 of 2018. The modified Consent Terms are taken on record and marked as **Exhibit-X**.*

4. In the light of these modified Consent Terms that the parties agreed to file converted petition under Section 13-B of the Hindu Marriage Act, 1956 for dissolution of marriage before the Family Court No.4 Pune and will present the above mentioned signed Consent Terms before the Ld. Family Court No.4 Pune in P.A. No.1680 of 2018.

5. After the compliance of these Consent Terms, the Ld. Family Court No.4, Pune may pass appropriate order of dissolution of marriage in the light of the Consent Terms which are tendered before this Court.

6. It is made clear that these modified Consent Terms which are tendered before this Court today are taken on record as undertaking to this Court and if there is a breach of the terms and conditions of the Consent Terms by any of the parties then it will be treated as a breach of the undertaking given to this Court.

7. In the light of the modified Consent Terms tendered before the Court, as stated above, the petition is disposed off and the orders passed by the

Family Court No.4, Pune dated 30.01.2025 passed below Exhibit-45 and Exhibit-50 in P.A. No.1680 of 2018 are quashed and set aside and modified accordingly.

8. This Writ Petition is disposed off with no order to cost.”

4. The said Consent Terms read as under:

“Consent Terms of settlement between the Petitioner and the Respondent are as under:

That, the Petitioner and the Respondent are married on 21/01/2014 as per Hindu Vedic rites. A daughter namely Ridaya is born out of the said wedlock on 03/04/2018. The Petitioner and the Respondent have now arrived at the final terms of settlement and decided to take divorce by mutual consent on the following terms & conditions:

1. The parties have decided to take divorce by mutual consent.

2. The Petitioner shall pay interim maintenance at the rate of Rs. 5,000/- (Rupees Five Thousand Only) per month to the Respondent for their daughter for initial two years, which is to be paid from the date of filing the present Petition i.e. from 11/12/2018. Thereafter the Petitioner shall pay interim maintenance at the rate of Rs. 7,000/- (Rupees Seven Thousand Only) per month to the Respondent for their daughter, which is to be paid till filing of the present consent terms before the Hon'ble Court. The Petitioner shall pay the said total amount, which is to be calculated as above, at the

earliest and within a period of one month from today, However, the parties have agreed to deduct an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) from the said total amount as the same is already received to the Respondent at the time of reimbursement of the medical expenses. Thus, the Petitioner shall pay an amount of Rs. 4,83,000/- (Rupees Four Lakhs Eighty Three Thousand Only) calculated till today to the Respondent within a period of one month from today.

3. The Petitioner shall pay amount of Rs. 10,000/- (Rupees Ten Thousand only) to the Respondent for their daughter towards maintenance from filing of the present consent terms. The said monthly maintenance shall be paid by the Petitioner to the Respondent till the daughter Ridaya attains the age of 21 years.

4. The Respondent shall bear the educational expenses of the daughter Ridaya till her 10th standard and thereafter all her educational expenses shall be borne by the Petitioner till she completes her education in India.

5. The Respondent has agreed to give up her claim over the ancestral ornament of the grandmother of the Petitioner. The said ancestral ornament of the Petitioner is in the custody of the Petitioner. The Respondent shall not claim the same However, the Petitioner shall hand over to the Respondent all the ornaments cloths, sarees received by the Respondent at the time of the marriage.

6. The permanent custody of the daughter Ridaya shall be with the Respondent mother. The Petitioner shall have visiting rights of daughter Ridaya every 15 dos for initial period of 6 months and thereafter he shall have right to visit daughter every week as

per the convenience of the Petitioner and Respondent. Considering the current health condition of the mother of the Petitioner, the Respondent has agreed to give access of the daughter Ridaya to the Petitioner immediately in view of severe health condition of the mother of the Petitioner.-

7. The Petitioner has handed over the Honda Amaze Car registration no. MH 12 MR 4172 to the Respondent. But the RC book is still with the Petitioner. Petitioner shall hand over the RC Book to the Respondent.

8. The Petitioner shall co-operate with the Respondent to sign and give consent for daughter's passport or other documents. In the event of Respondent getting a chance to work abroad for better career prospects, the Respondent will go along with the daughter and at such time the Respondent shall inform the details about the same to the Petitioner. However, the Petitioner shall not be liable to pay the monthly maintenance amount of Rs.10,000/- during such period when Respondent is abroad with the child. The Petitioner shall also extend his support for daughter's education, admission etc. by providing his necessary documents and by signing documents etc.

9. The Petitioner has agreed to release his ½ share in the Flat no. 901, building B, area admeasuring 402.68 Sq.Ft., in the project Alfa Landmark, situated at Gat no. 5,6,8,9 Wagholi, Pune which is standing in the joint name of the Petitioner and the Respondent, in favour of the Respondent without any consideration. The Petitioner shall bear all the expenses for such release / gift deed. The Petitioner will clear the loan on the said flat, maintenance of society, electricity charges, PMC Tax etc and hand

over the said flat to the Respondent free from encumbrance within a period of one month from today.

10. The parties have agreed to the above terms and conditions on their own volition and without any element of force or coercion.”

5. The statements made in the Consent Terms and Minutes of Order made respectively by both the parties are accepted as undertakings given to this Court.

6. In view of the Minutes of Order and the Consent Terms arrived between the parties, the order dated 30th January 2025 passed by the learned Judge, Family Court, Pune below Exhibit-45 in P.A. No.1680 of 2018 (Page 92 to 94) and the order dated 30th January 2025 passed below Exhibit-50 in P.A. No.1680 of 2018 (Page 95 and 96) are quashed and set aside and both these applications bearing Exhibit-45 and Exhibit-50 filed in R.A. No.1680 of 2018 are disposed of in terms of the Minutes of Order and the Consent Terms.

7. Accordingly, the Writ Petition is disposed of in terms of the Minutes of Order and the Consent Terms.

SONALI
MILIND
PATIL

[MADHAV J. JAMDAR, J.]

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SONALI MILIND
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