

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.5005 OF 2025

Amit G. Parmar

... Petitioner

Vs.

Swati A Parmar

... Respondent

**WITH
INTERIM APPLICATION NO.9694 OF 2025
IN
WRIT PETITION NO.5005 OF 2025**

Ms. Uma Kshirsagar Wagle a/w Simran Wagle for the Petitioner.

Mr. Dushyant Purekar a/w Rajat Dedhia for the Respondent.

Mr. Amit Parmar, Petitioner is present in person.

Ms. Swati Parmar, Respondent is present in person.

CORAM : N.R. BORKAR, J.

DATE : 22ND APRIL 2026

PC. :

1. Learned Counsel for the parties jointly submit that the parties have amicably settled their matrimonial dispute and tendered the consent terms to that effect on record. The consent terms are marked 'X' for the purpose of identification. For the ease of reference, the consent terms are reproduced herein below:

- X -

*Tendered in Court on 22/4/2026
taken on Record & marked
"X"
22/4/2026*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 7617 OF 2025

DIST: MUMBAI

Amit G. Parmar

...Petitioner

Versus

Swati A. Parmar

...Respondent

CONSENT TERMS

I. The Petitioner abovenamed had filed a Petition No. A-1274 of 2021 (hereinafter 'M.J. Petition') against the Respondent abovenamed before the Hon'ble Family Court at Bandra, Mumbai under section 13-1 (i-a) of the Hindu Marriage Act, 1955.

II. At the instance of the Respondent, an F.I.R., No. 0050 of 2025 is registered with Bolinj Police Station against the Petitioner, Gordhan Parmar, Kanchan Parmar, Daksha ^{*T Solanki*}, Shila ^{*Swati*} ^{*A R Parmar*} ^{*Hardik Goy*} and Heena Parmar under section 85, 115(2), 352, 351(2) and 3(5) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter 'F.I.R.').

III. The Respondent filed an Application for interim maintenance (Exh. 15) in the M.J., Petition. By an order dated 24th January 2025, passed by the learned Family Court the Application was

partly allowed and the Petitioners was directed to pay the Respondent Rs. 40,000/- per month towards interim maintenance.

IV. The Petitioner filed a Writ Petition No. 5005 of 2025 (hereinafter 'WP') before this Hon'ble Court, challenging the order dated 24th January 2025.

V. This Hon'ble Court by an order dated 30th June 2025 passed in the WP directed the Petitioner to deposit Rs. 20,000/- every month in this Hon'ble Court. As on date, the amount deposited by the Petitioner has aggregated to Rs. 1,60,000/-.

VI. The parties have agreed to settle their matrimonial dispute on the terms as mentioned in the present Consent Terms, which are as under:

1. The parties herein have agreed to sever their matrimonial ties by seeking a Decree of Divorce by Mutual Consent under Section 13 (B) of the Hindu Marriage Act, 1955.
2. The parties have agreed that they will convert the M.J. Petition which is pending before Learned Family Court, Bandra, Mumbai into a Petition for divorce by Mutual consent.
3. The Petitioner has agreed to pay and the Respondent has agreed to accept an amount of Rs. 20,00,000/- (Rupees



2



Twenty Lakhs only) to the Respondent towards one time settlement of her entire claim for the past, present and future interim / permanent maintenance and alimony, stridhan, valuable from the Petitioner and/or her family and shall not claim anything from them even under changed circumstances now or in future.

4. The parties shall follow the process as stated hereunder:
 - a. The Petitioner shall file the Writ Petition for quashing of the F.I.R. before this Hon'ble Court within one week of execution hereof. The Respondent shall file an Affidavit giving her consent to the quashing of the F.I.R. The Petitioner shall handover a demand draft of Rs. 8,40,000/- (Rupees Eight Lakhs Forty Thousand only) drawn in favour of the Respondent (Swati Jilka) simultaneous to the quashing of F.I.R. by this Hon'ble Court. Simultaneously, the Respondent shall withdraw the amount deposited by the Petitioner with this Hon'ble Court as per order dated 30th June 2025 in the WP. The Petitioner consents to such withdrawal by the Respondent. The parties have agreed that the costs for such Writ Petition be borne by the Respondent.



- b. The parties shall make a joint application in M.J. Petition before the learned Family Court for converting the same into a Petition under section 13(B) of the Hindu Marriage Act, 1955 within one week of execution of these terms. The Petitioner shall handover the balance amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) by way of a demand draft drawn in favour of the Respondent (Swati Jilka) on the date of passing of the decree of divorce by the learned Family Court. The parties have agreed that the costs of such application and Petition before the learned Family Court shall be borne by the Petitioner.
5. The Respondent above named does not and shall not claim any maintenance and right of residence under any provisions of law save and except for the one time settlement amount what is stated herein. The Petitioner and Respondent shall not claim maintenance from each other in future under any prevailing law at that time and they hereby permanently waive their right to past, present , future maintenance even under changed circumstances.
6. Save and except what is stated herein the Respondent has no claim in regards to the Stridhan and /or any of the Articles and / or valuables of any nature whatsoever against

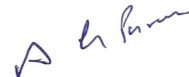


the Petitioner and/or his family and she shall not raise any claim in regards to the same in future. Similarly, the Petitioner shall not raise any claim against the Respondent in respect of Articles and / or valuables of any nature whatsoever and he shall not raise any claim in regards to the same in future.

7. The parties declare and confirm that they have no claims, rights, title and interest in the movable and immovable properties, investments and assets held by the other and shall not raise any claims in respect of the same in the future. The parties also declare that each of them is not liable in any manner towards the liability (if any) incurred by each of them till date and in future.
8. Both the parties hereby unconditionally withdraw all the allegations, counter allegations of any nature whatsoever against each other or their respective family members in the aforesaid Petitions or otherwise. The parties undertake to this Hon'ble Court, not to raise allegations of any nature whatsoever against each other or their respective family members hereinafter by way or word of mouth and/or in printed form and/or in electronic form in any proceeding and/ or on social media.



5



9. Both the parties declare that they have executed the present Consent Terms out of their free will and without any coercion, threat or force of any nature for dissolution of their marriage or otherwise.
10. Both the parties hereby undertake to this Hon'ble Court that from the date hereof they will not interfere in each other's day-to-day affairs, or invade privacy or breach peace of each other or their respective families, relatives and near ones in any manner whatsoever.
11. Both the parties undertake to this Hon'ble Court not to make any defamatory and/or slanderous statements, allegations, against each other and / or their respective families to any other person by word of mouth, in writing or in any electronic form including social media.
12. Both the parties undertake to this Hon'ble Court that they will not file any Civil or Criminal proceedings in respect of the matrimonial and/or allegations made against each and/or against their respective families now or in future. which have occurred till date.
13. Both the parties have unconditionally withdrawn their respective claims and counter claims against each other as agreed upon. The Petitioner and Respondent state that there



6



is no connivance between them for dissolution of their marriage.

14. Both the parties herewith declare and undertake to this Hon'ble Court that they will abide by the terms and conditions and perform the same in the manner as agreed hereinabove.

15. These Consent terms be treated as part of the decree of divorce to be granted by the learned Family Court.

16. In view of the above Consent Terms the present Writ Petition be disposed of by the consent of parties.

Dated this 22nd April 2026


Amit Parmar
Petitioner


Advocate for Petitioner


Swati Parmar
Respondent


Advocate for Respondent

7

2. The consent terms are signed by the parties and their respective advocates. The parties are present before the court and they admit the contents of the consent terms.
3. In that view of the matter, the Writ Petition is disposed of in terms of the consent terms.
4. The statements made in the consent terms are accepted as undertakings to this Court.
5. The Registry shall permit the Respondent-Wife to withdraw the amount deposited by the Petitioner-Husband pursuant to the orders passed in the present Writ Petition with accrued interest, if any, after the FIR filed by the Respondent-Wife is quashed by consent.
6. The Interim Application, if any, shall stand disposed of.

(N.R. BORKAR, J.)