

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

CRIMINAL REVISION APPLICATION NO. 192 OF 2026

Govind Prabhakumar

... Applicant

Vs.

1. The State of Maharashtra

2. Mrs. Shreeja Nair

... Respondents

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Mr. Heanika Vyas a/w. Mr. Abhishek Yende i/b Yende Legal Associates LLP
for the Applicant.

Mr. S.M. Yadav, APP, for the Respondent-State.

Mr. Ashwin Hawelikar, for Respondent No. 2.

CORAM : MADHAV J. JAMDAR, J.

DATE : 18th JUNE, 2026.

P.C.:-

1) Mentioned out of turn as both the learned counsel stated that the parties have settled the dispute and both the parties are present in the Court. Both the learned counsel tendered the Consent Terms.

2) The Applicant and Respondent No. 2 are personally present in Court. Both of them state that they have settled the dispute in terms of the Consent Terms and have signed the Consent Terms. Learned counsel appearing for the Applicant as also learned counsel appearing for Respondent No. 2 state that parties have settled the disputes in terms of the Consent Terms and the same are signed by the Applicant and Respondent

No. 2. Learned counsel for the Applicant and for Respondent No. 2 identify the signatures of the respective parties. Accordingly, the Consent Terms are taken on record and marked “X” for identification.

3) A scanned copy of the Consent Terms is reproduced hereinbelow for ready reference :

4)

-x' Trenchul in the Court on 18/10/26
 18/10/26

**IN THE HIGH COURT OF JUDICATURE, AT BOMBAY
 CRIMINAL APPELLATE JURISDICTION
 CRIMINAL REVISION APPLICATION NO: 192 OF 2026**

GOVIND PRABHAKUMAR)...Applicant
 VERSUS)...Respondent No.2
 MRS. SREEJA NAIR

CONSENT TERMS

THIS CONSENT TERMS IS ENTERED ON THIS DAY 18th OF JUNE, 2026 BETWEEN FOLLOWING PARTIES: -

MR. GOVIND PRABHAKUMAR SYAMALA, S/o. Prabhakumar Bhaskarapillai, an Indian Adult Inhabitant, Aged: 35 Years, Residing at Govindam, Vazhavila, Kallara Muthuvila Road, Mithirmala Trivandrum, Kerala - 695 610. (Hereinafter referred to as the Party of the First Part).

AND

MRS. SREEJA S. NAIR, D/o. Sathyanarayanan Nair, an Indian Adult Inhabitant, Aged: 33 years, Residing at 1005, Solgem, Plot No.22, Sector-25, Kamothe, Navi Mumbai - 410 206. (Hereinafter referred to as the Party of the Second Part).

The expressions, Party of the First Part and Party of the Second Part unless repugnant to the context shall mean and include their respective legal heirs, nominees, assigns, representatives, administrators, etc. The Party of the First Part and Party of the Second Part are hereinafter collectively referred to as the **Parties**.

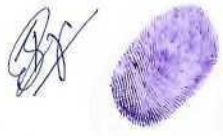
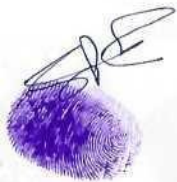
WHEREAS

- 1) The marriage was solemnized between the Parties according to Hindu rites and ceremonies on 27.10.2016 at Guruvayur Shri Krishna Temple, East Nada, Guruvayur, Kerala 680101.



The Parties of both Part do not bear any offspring, child, adoptee or ward out of such wedlock.

- 2) The marriage of the parties hereto has proved to be an utter failure due to irretrievable and irreconcilable issues among the parties and as a result of the same the parties above named have not been able to live together as husband and wife since 23 May, 2023. That, both the parties now wish to amicably resolve the dispute pending between them. Both parties herein agree and undertake to withdraw all the allegations against each other and criminal complaints filed against each other.
- 3) That serious disputes arose between the parties and both the parties filed various Criminal and Civil cases against each other, and/or any other cases filed by either party, the details are as follows: -
 - A. Cri. Misc. Application No: PWDVA/36/2024, U/s.12, 17,18,19,20,21,22,23 of the Protection of Women from Domestic Violence Act, 2005 pending before the Ld. Judicial Magistrate First Class, Panvel filed by the Party to the Second Part.
 - B. An FIR and subsequent proceedings arising out of the FIR bearing CR No.56 of 2025 dated: 23/03/2025 registered with Kamothe Police Station, Navi Mumbai for the offences punishable U/s. 85, 115(2), 316(2), 351(2) and 352 of BNS, 2023 lodged at the instance of the Party to the Second Part.
 - C. The Petition in Petition No: OP/819/2024 for divorce filed by the party of the first part against the party of the second part in which an ex-parte decree granting Divorce vide Order dated: 29/08/2025 has been passed by the Family Court, Kunnamkulam;



- D. An Appeal before the Keral High Court challenging the ex-parte decree of divorce filed by the party of the second part.
- 4) With the intervention of family members and friends, the Parties have reached to this "Consent Terms" and pursuant to the same, the parties have decided to reduce in writing the terms and conditions of the said "Consent Terms" on which they will settle their disputes and differences amicably.
- 5) The Parties of both Parts have agreed to withdraw all legal proceedings filed, including their parents, relatives, friends before various but not limited to Hon'ble Courts of Kerala and Mumbai, in the manner set out herein and recorded as compromise within the present Consent Terms.

NOW THEREFORE IT IS AGREED, DECLARED, AND CONFIRMED TO UNDERTAKE AND ABIDE BY ALL THE TERMS AND CONDITIONS MENTIONED HEREIN IN THE PRESENT CONSENT TERMS: -

- a) The Parties of both Parties, on 26.12.2016 had jointly purchased an immovable residential property at Flat No.1005, Solgem, Plot No. 22, Sector 25, Kamothe, Navi-Mumbai 410 206 and the Society has issued Share Certificate(s) which was issued under the name of both the Parties. That both parties had purchased the aforementioned property by availing a Housing Loan facility from HDFC Bank bearing Loan Account No:623793962. For non-payment of EMI the loan account has become NPA and the bank is demanding a full amount of balance loan.

The Party to the First Part is in possession of the Gold Jewelleries, the details of the same are as under: -

- 1) Necklace (Temple Jewellery) - 1Pc - 63.510 grams



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- 2) Necklace - 2Pc set - 73.180 grams
 - 3) Chain 1Pc - 23.870 grams
 - 4) Ear ring set (Jhumka & Kid Ear ring) - 25.210 grams
 - 5) Gold Ring - 1Pc - 2.010 grams
 - 6) Bangles - 10Pc-83.420 grams
- c) The Party of the Second Part is in possession of the hereinbelow mentioned Flat and in possession of the Gold Jewelleries and other articles, the details of the same are as under: -
- 1) Chain, Mangalsutra - 1Pc- 40 grams
 - 2) Original RC documents and spare key of Tata Nexon bearing registration No: MH 46 BQ 1091.
- d) It is hereby agreed by the Party of the First Part that **within a week he shall file a Petition for Quashing of FIR** and subsequent proceedings arising out of CR No: 56 of 2025 dated: 23/03/2025 registered with Kamothe Police Station, Navi Mumbai for the offences punishable U/s. 85, 115(2), 316(2), 351(2) and 352 of BNS, 2023 within a week from the date of signing of the present Consent Terms. It is hereby agreed by **the Party to the Second Part that, she shall provide her irrevocable consent vide a Consent Affidavit** in writing along with any other documents and/or compliances in accordance with the Bombay High Court, Appellate Side Rules, before the Hon'ble High Court. The Party of the First Part through Advocate has to seek an earlier date by mentioning the matter before the Hon'ble Bombay High Court subject to the Hon'ble Court granting such circulation of the Petition.



- e) It is hereby agreed to the Party of the First Part that, he shall handover the peaceful possession, title, ownership, rights and interest in the Gold Ornaments mentioned in the Paragraph (b) before the Hon'ble High Court in the proceeding mentioned in Paragraph (d) of the present Consent Terms as and when the consent affidavit for quashing FIR is tendered across the bar. The Consent Affidavit will be affirmed on the day when the matter is listed on the board of the court, copy of which will be provided to the Party of the First Part. It is hereby agreed by the Party of the Second Part that, she shall handover the peaceful possession, title, ownership, rights and interest in the Gold Ornaments and other Articles mentioned in the Paragraph (c) before the Hon'ble High Court in the proceeding mentioned in Paragraph (d) of the present Consent Terms as and when the consent affidavit for quashing FIR is tendered across the bar. It is hereby agreed by both the Parties, that upon receipt of the respective Ornaments/ Articles mentioned within this Paragraph, they should put their signature and acknowledge the receipt of the Ornaments and Articles. **The parties shall endeavor to close the Quashing of FIR within one month.**
- f) It is hereby agreed that in consideration of the Party of the First Part executing and registering the Gift/Relinquishment Deed transferring his complete 50% share in the said Flat in favour of the Party of the Second Part. The Party of the Second Part agrees to forego her claim for any refund of past EMIs paid by her. Furthermore, strictly upon the execution and registration of the said Gift/Relinquishment Deed, the Party of the Second Part shall assume sole liability to pay all remaining earlier & future EMIs, closing charges, and/or any costs pertaining to the Housing Loan Account No:623793962 availed from HDFC Bank. The Party of the First Part shall not be liable for any remaining EMIs or any action initiated by the appropriate authority in default of any



non-payment of EMI's or non-closure of the aforementioned Loan Account of HDFC Bank.

- g) It is hereby agreed by both the Parties that, within **15 (fifteen)** days, from the date of order of Quashing FIR/Chargesheet execute Gift Deed/Relinquishment Deed/Release Deed in favour of the Party to the Second Part for relinquishment or release of the rights, title and interest of the Party of the First Part of the existing 50% share in the residential Flat No.1005, Solgem, Plot No. 22, Sector 25, Kamothe, Navi-Mumbai 410 206. The Party of the Second Part shall pay all necessary Stamp Duty, Registration Charges, Property Tax, Property Tax and any other miscellaneous charges pertaining to transfer of the aforementioned Flat. Subsequent to the execution of the aforementioned Deed, The Party to the First Part shall provide all necessary No Objection Certificates which shall be required by the Party of the Second Part in respect of the said Flat to transfer all right, title and interest in her favor. The Party of the First Part shall handover the **Original Share** certificate of the said flat to the Party of the Second Part on the day of execution of the gift deed. The party of the first part shall issue **authority letter** authorizing the Party of the second part to collect Original deed/agreement from the bank as and when the home loan is closed/foreclosed.
- h) It is hereby agreed that within **15 (fifteen)** days subsequent to the execution and registration of the Gift/Relinquishment Deed, the Party of the Second Part shall make a formal application to HDFC Bank to transfer the Housing Loan Account No: 623793962 solely to name of the Party of the Second Part and/or remove the name of the Party of the First Part as a co-borrower. The Party of the Second Part hereby indemnifies the Party of the First Part against any default in payment of the remaining EMIs. It is explicitly clarified that the inability to secure HDFC Bank's consent for the removal of the Party of the First Part's name from the loan account,



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despite the Party of the Second Part's bona fide efforts, shall not be construed as a breach of these Consent Terms, provided that the Party of the Second Part continues the payment of the regular EMIs without default.

- i) It is hereby agreed by both the parties that, on the day of execution of the said gift deed, once the Deed is registered, the Party of the Second Part shall withdraw the Cri. Misc. Application No: PWDVA/36/2024, U/s.12, 17, 18, 19, 20, 21, 22, 23 of the Protection of Women from Domestic Violence Act, 2005 pending before the Ld. Judicial Magistrate First Class, Panvel and all Miscellaneous Applications within the Cri. Misc. Application No: PWDVA/36/2024.
- j) The Party of the Second Part hereby explicitly agrees to the Ex-parte Decree of Divorce vide Order dated: 29/08/2025 in Petition No: OP/819/2024 passed by the Family Court, Kunnamkulam, Kerala as and when the party of the first part comply with all above requisites. The Party of the Second Part shall withdraw Appeal proceedings challenging the Ex-parte Decree of Divorce and if the Ex-parte Decree of Divorce is challenged prior to signing of the present Consent Terms, the Party of the Second Part shall withdraw the Petition or any representations challenging the Decree of Divorce within 7 (Seven) days from the date of execution of Deed.
- k) That, both the Parties hereby agree after the signing of the Consent Terms, both parties shall not file any claim, action, complaint, FIR, or any other case before the police, court, or any other governmental and statutory authority regarding any claim/action. All the past, present and future claims of both the Parties shall be considered settled and rights shall stand extinguished in Law.
- l) It is hereby agreed that both the Parties shall also not initiate any kind of claim, proceeding, charge, lien, action, etc.,



against the other Party either themselves or through their family members and shall have no claim over any property immovable or movable or financial assets or shares nor in future shall lay any claim on any of the properties save and except the properties mentioned hereinabove.

- m) It is agreed by the parties that in view of these consent terms. The parties shall not claim any right title and interest in each other's property and/or ancestral property either movable or immovable, acquired by them presently and/or any time in the future save and except the properties mentioned hereinabove. Both parties waive their right for maintenance, alimony for the past, present and future.
- n) That both the parties pursuant to compliance of the terms of this consent terms shall not be answerable to each other and shall lead their independent lives without any restriction or interference from each other. Either of the parties shall have no right to restrict the liberty of each other and both the parties shall be independent to live their own personal life without any restriction from the other and none of the parties will object to the lifestyle of the other.
- o) It is also agreed by the Parties that they shall not directly or indirectly through their relatives or friends or anyone else discuss any matter or impart any information whatsoever regarding the present arrangement made between the parties and both the parties shall refrain from levelling allegations or passing defamatory remarks against each other either in public or in any media print or television or to any other person.
- p) It is also agreed by the parties that the present Consent Terms have been signed and executed without perpetration of any undue influence, force or coercion and parties out of their free will and accord have entered into the present Consent Terms.



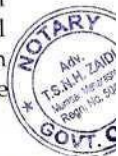
- q) That the parties further agree and undertake to cooperate with each other in carrying out the terms and conditions of this consent terms and shall duly abide by the same in future.
- r) That both the parties to the present consent terms undertake that they shall duly perform and abide by all the terms and conditions as contained in the present consent terms and in case of breach of any of the terms and conditions as envisaged hereinabove.
- s) Neither the Parties nor even any of their representatives, executors, assigns, successors, administrators, etc. would at any time, even in future, challenge these terms and conditions, on any ground, whatsoever, and/or in any manner whatsoever, and would always remain bound by them reserving right of the parties to initiate action for non-compliance of the terms of this consent terms.
- t) All the disputes and differences between the parties have been fully and finally settled. Nothing shall be now due from either party to the other on any account, whatsoever, except under the Consent Terms.
- u) It is an admitted fact between the Parties that the Housing Loan Account No: 623793962 availed from HDFC Bank against the aforementioned Flat/shared household has been classified as a Non-Performing Asset (NPA). Consequently, strict adherence to the timelines stipulated herein is of the essence of these Consent Terms. In the event the Party of the First Part fails, neglects, or defaults in filing the requisite Petition for Quashing of the FIR (as detailed above) and/or fails to execute and register the Gift/Relinquishment Deed (as detailed above) within a strict period of as mentioned in aforementioned timeline, it shall be construed as a material breach on part of the Party of the First Part. Consequently, in the event the Party of the Second Part fails to remove the



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name and liability of the Party of the First Part or fails to regularly pay EMI's or fails to close the Loan Account aforementioned, subject to the proviso and protections regarding the bank's administrative consent explicitly laid out in Clause (h) hereinabove, it shall be construed as a material breach on the part of the Party of the Second Part.

- v) Consequently, in the event, the Party of the First Part fails to adhere to any of the mentioned terms and conditions, the Party of the Second Part shall be at liberty to initiate appropriate proceedings against the Party of the First Part. Consequently, in the event, the Party of the Second Part fails to adhere to any of the mentioned terms and conditions, the Party of the First Part shall be at liberty to initiate appropriate proceedings against the Party of the Second Part. Upon such failure or default by the Party of the First Part, the Party of the Second Part shall be at liberty, at her sole discretion, to terminate and revoke these Consent Terms forthwith, by giving seven (7) days' notice. Upon such termination, the Party of the Second Part reserves her absolute right to revive, pursue, and continue with all her pending civil and criminal proceedings, including but not limited to Cri. Misc. Application No: PWDVA/36/2024, against the Party of the First Part as if these Consent Terms had never been executed. Provided, however, that the Party of the Second Part may, at her sole and absolute discretion, grant an extension of the said 45-day period by mutual consent in writing, should she deem it necessary to facilitate compliance.

- w) It is an admitted fact between the Parties that an ex-parte Decree of Divorce vide Order dated 29.08.2025 in Petition No.OP/819/2024 was passed by the Family Court, Kunnampulam, Kerala, and a subsequent application challenging the same was rejected by the said Court. The Party of the Second Part retains the statutory right to file a



~~Writ Petition or an Appeal before the Hon'ble High Court of Kerala against the said orders.~~

- x) The strict adherence to the timeline shall stand extended in the event of Force Majeure.
- y) All the disputes and differences between the parties have been fully and finally settled. Nothing shall be now due from either party to the other on any account, whatsoever, except under the Consent Terms.
- z) The contents of the present Consent Terms are written down in the English Language. Both the parties agree they understand the language in which the present Consent Terms have been recorded and written. In addition to that, the present Consent Terms have been read and understood by each Party and have been read over to the parties by their respective Advocates and they have been explained the terms and conditions of the present Consent Terms and they have understood the same to be true and they shall be bound and governed by the present Consent Terms. The Parties have put their signature and/or thumb impression only after understanding the details of the present Consent Terms on their free will and satisfaction.
- aa) The Parties are aware that in the event of violation of any terms and conditions by either of the parties, the party in breach is liable for the action of Contempt of Court.

CONSENT TERMS DRAWN ACCORDINGLY BETWEEN THE PARTIES ON 18TH DAY OF JUNE, 2026.



Signature



PARTY OF THE FIRST PART

Govind Prabhakumar




PARTY OF THE SECOND PART

Sreeja Nair



WITNESS:

1.



2.



BEFORE ME

18/6/2026

T. S. N. H. ZAIDI

REGD. NO. 50485

ADVOCATE HIGH COURT

NOTARY GOVT. OF INDIA

Bombay Mutual Building, 1st Floor, Shop No. 66
Above Axis Bank, P.M. Road Fort, Mumbai 400001

NOTED & REGISTERED

Page No. ... 44 ... Sr. No. 7628

Dated ... 1-8 JUN-2026



- 5) Various statements made by the Applicant and Respondent No. 2 in the Consent Terms are accepted as undertakings given to the Court.
- 6) Accordingly, the Criminal Revision Application is disposed of in terms of the Consent Terms.

(MADHAV J. JAMDAR, J.)