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Date: 2026.09.07
18:42:18 +0530**IN THE HIGH COURT OF JUDICATURE AT BOMBAY****CIVIL APPELLATE JURISDICTION****INTERIM APPLICATION NO. 13287/2025
IN
MISCELLANEOUS CIVIL APPLICATION NO. 429/2022****URVASHI DHANORKAR****..... APPLICANT
(ORG. RESPONDENT)****IN THE MATTER OF****AVINASH DHANORKAR****..... APPLICANT****VS****URVASHI DHANORKAR****..... RESPONDENT**

Senior Advocate Ms.Seema Sarnaik a/w. Adv. Shahan Kapadia,
Adv. Irfan Unwala for the Applicant.

Adv. Himanshu Nagarkar a/w. Adv. Kajal S. for the Respondent.

Adv. Suraj Kaushik for Dr. Kartik Rao.

CORAM : RAJESH S. PATIL, J.**RESERVED ON : 27 AUGUST, 2026
PRONOUNCED ON : 7 SEPTEMBER 2026****P.C. :-**

1. This interim application has been filed in a disposed of MCA, seeking to recall the consent terms dated 13 October 2025, an order passed thereon.

2. The MCA was filed by the husband seeking transfer of DV proceedings filed by the wife before the Metropolitan Magistrate at Andheri, Mumbai, to Family Court at Bandra, Mumbai.

3. The MCA was filed by the husband in the year 2022 and thereafter earlier Bench took efforts so as to resolve the matrimonial dispute between the parties amicably, as there are three sons born out of the marriage of the applicant with the respondent. The eldest son aged 22 years, the second son aged 20 years, and the youngest son aged 15 years.

4. There are two flats in the joint name of the husband and the wife, in the same building. The respondent husband is residing in Flat No. 1401 along with the eldest and the second son, and the applicant wife is staying in Flat No. 1101, in the same building along with the youngest son, aged 15 years.

5. After this matter came before me, there were settlement talks between the parties, and ultimately the parties entered into settlement by filing consent terms on 13th of October, 2025, which were taken on record, duly signed by

counsels of both the parties and by the parties themselves. The parties were present when the consent terms were tendered before the Court. As there were society maintenance charges and municipal property tax pending, hence this Court in its order dated 13 October 2025 recorded the issues of society charges and property tax also and disposed of the MCA filed by the respondent husband. The said order dated 13 October 2025 records as under:

- 1) *Both learned counsel for the parties have tendered before this Court the consent terms dated 13 October 2025. The said consent terms are taken on record and marked 'X' for identification purpose.*
- 1.1) *Both learned counsel have identified the presence of their respective client, and have also identified their signatures on the consent terms.*
- 1.2) *The undertaking given in the consent terms are accepted by the Court. So also, the statements made in the consent terms are accepted as an undertaking given to this Court.*
- 2) *For ease of reference, the scanned copy of the consent terms is reproduced herein below:-*

X
RPL/C
13/10/2025

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

MCA NO. 429 OF 2022

AVINASH DHANORKAR

... APPLICANT

V/S

URVASHI DHANORKAR

... RESPONDENT

For the sake of brevity, the Applicant is hereinafter referred to as "Husband" and the Respondent is referred to as "Wife" collectively as "Parties".

1. The parties were married as per Hindu vedic rites and rituals on 14th December, 1999 at Kanyaka Parmeshwari Hall, Kastoomba Road, Chandrapur, Maharashtra and they have been residing separately since the year 2020.
2. The parties hereto are Hindu by religion and are governed by the provisions of Hindu Marriage Act, 1955. The parties hereto have three male children born to them from the said wedlock. The eldest son by the name Atharva Dhanorkar is presently 22 years old, the middle son by the name Agastya Dhanorkar is presently 20 years old and the youngest son by the name Eklavya Dhanorkar is presently 15 years old.
3. The elder two sons, Atharva and Agastya are residing with the Husband and the youngest son Eklavya is residing with the Wife.
4. The parties hereto undertake to file a Mutual Consent Divorce Petition within 4 weeks of signing of these Consent Terms.
5. Both parties have agreed to withdraw all allegations made against each other and have also agreed to withdraw all the pending civil and criminal cases filed by either of them in various courts till date on the basis of following consent

[Signature]

(1)

terms. The parties shall not file any further cases against each other, civil or criminal and shall not pursue the pending cases.

6. The Parties hereto shall cooperate to quash PW/734/2023 upon payment of Rs. 8,50,000/- in the FD a mentioned herein under in clause no. 11.
7. The parties hereto are holding joint ownership of their two residential properties and more specifically situated at, flat F/1401, Royal Classic, Next to Citi Mall, New Link Road, Andheri (West), Mumbai – 400 053 and Flat F/1101, Royal Classic, Next to Citi Mall, New Link Road, Andheri (West), Mumbai – 400 043. The Husband along with Atharva and Agastya is residing in Flat F/1401, Royal Classic and the Wife along with Eklavya is residing in flat F/1101, Royal Classic.
8. The Wife has agreed to transfer her 50% ownership right by way of executing a Gift Deed in respect of Flat F/1401, Royal Classic and execute a Gift Deed of the said Flat F/1401, Royal Classic, by way of handing over sole ownership rights in favor of Husband. Similarly Husband has agreed to transfer his 50% ownership right by way of executing a Gift Deed in respect of Flat F/1101, Royal Classic and to execute Gift deed of the said flat F/1101, Royal Classic by way of handing over sole ownership rights in favor of Wife, within 60 days from signing of the consent terms. The husband shall bear the expenses for the said registrations. The Wife undertakes not to dispose off or sell or transfer the said flat no F/1101, Royal Classic till the time Master. Ekalavya turns 26 years or gets married whichever is earlier. The Wife shall secure the residence of the child Ekalavya in the said house. The intimation shall be communicated to the said society.
9. That before the said Gift deed, the Husband shall clear all including society maintenance and property tax pertaining to said flats. The parties shall jointly request the AGM to waive off the interest on the said society maintenance.

(2)

Upon full payment of arrears and gift deeds of the flat as per this Agreement the parties shall release and discharge each other from any further liability or claims related to the respective flats.

10. There is an existing loan on Flat F/1101, Royal Classic having loan account no. 42607014344 at State Bank of India, Borivali (W), Mumbai. The husband undertakes that he shall transfer the said loan to Flat F/1401, Royal Classic. The Wife undertakes to cooperate for the said transfer prior to the execution of the Gift Deeds as mentioned herein above.
11. The Husband undertakes to pay an amount of Rs. 20,00,000/- in Create of an FD in the Joint Names of Husband, Wife and Master. Ekalavya in following manner:-
 - a. Rs. 2,26,600/- shall be paid by the Husband to the School as part of the pending school fees within a week.
 - b. The remaining amount of Rs. 17,73,400/- shall be paid by the Husband in the Fixed Deposit as mentioned hereinabove on or before 13/10/2026.
 - c. The interest from the said FD shall be used for the educational expenses of the Master. Ekalavya by the Wife.
12. There is a FD/Investment made by the mother of the Wife when the 3 children were born. The parties hereto shall cooperate to transfer / liquidate the said amount from the FD in the names of the respective children.
13. The Wife agrees and confirms that she is in possession of her entire Stridhaan in Pursuance of the Mutual Exchanges as agreed by and between the parties, there shall be no further claim by either of the parties.
14. The Husband shall transfer the i10 (MH02EK43450) car in the name of the wife at the earliest. Wife shall transfer

(3)



a 2 wheeler (Activa MH02AS9260) in the name of the Husband.

15. It is mutually agreed and confirmed by the parties that the Husband shall avail regular access of the minor son Eklavya as per mutual understanding between the parties as and when necessary.
16. After what has been stated hereinabove, the Wife undertakes that she will not claim and/or demand maintenance of whatsoever nature from the Husband for past, present and/or future, irrespective of the changed circumstances.
17. The Husband also gives up his rights of claiming and/or demanding maintenance and he will not claim and/or demand maintenance of whatsoever nature from the Wife for the past, present and/or future irrespective of the changed circumstances.
18. It is agreed that neither the parties nor their family members shall make any claim of whatsoever nature over the moveable and immoveable properties or financial assets or possessions of either parties or their respective family members at any time now or in the future.
19. It is agreed and confirmed by both the parties that they shall cooperate with each other in completing the formalities required for closing of bank accounts, loan liabilities jointly held if any prior to the passing of the decree of divorce. The petitioners shall cooperate and sign the necessary forms as required for the said deletion.
20. Agreed and declared that after the compliance of all the above consent terms there are no exchanges pending



between the parties as they have received their respective belongings and articles. The Petitioners relieve one and another and members of their respective families from any claim against each other. Thus apart from the present consent terms neither of the Petitioners have any claim or whatsoever nature against each other in this regard.

21. Both parties expressly agree that neither the parties nor their family members will initiate any legal proceedings of either civil or criminal nature against each other or their respective family members in future in respect of the matrimonial issues and past events.

22. Both parties undertake that they will not interfere in any manner whatsoever in each other's personal life in future save and except to the issues pertaining to the present consent terms.

23. It is agreed and declared that both the parties shall execute their respective affidavits solemnly affirming to be bound by the contents of the instant Consent Terms.

24. The parties herein have arrived at these consent terms at their own free will without any force or duress from either side or any other person.

25. It is agreed and declared that both the parties shall remain unconditionally bound by the terms and conditions as set forth in the instant consent terms. Any infraction by any party to the aforesaid terms/conditions would lead to vitiation thereof. The parties aggrieved by any violation of the terms by the other side, would be at liberty to take

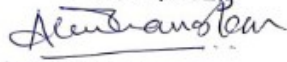
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recourse to such legal remedies as may be deemed necessary and available under the law.

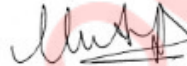
26. The parties have fully understood the meaning and context of these terms and have affixed their respective signatures thereunder, without prejudice to the rights and contentions of either of the parties.

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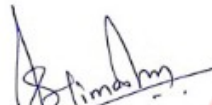
Dated this 13/10/2025



Mr. Avinash Dhanorkar



Mrs. Urvashi Dhanorkar



Adv. Himanshu Nagarkar



Adv. Gayatri Gokhale

3) As the applicant and respondent were engaged in the Court litigation, the society maintenance and the property tax pertaining to Flat No.F-1401 and Flat No. F-1101 remained outstanding. As per paragraph no.9 of the consent terms, the applicant – Mr. Avinash Dhanorkar has agreed to clear the outstanding society maintenance and the property tax pertaining to both the said flats. However, there is likelihood of interest being levied on the outstanding amount by the Royal Classic Co-operative Housing Society Ltd. situated at Link Road, Andheri, Mumbai.

4) The Managing Committee of the Royal Classic Co-operative Housing Society Ltd. should consider the issue about waiving off the interest on the outstanding amount pertaining to Flat No.F-1401 and Flat No.F-1101. If such interest is waived off by the Managing Committee of the society, the same should be as a special case considering the on going Court proceedings between the parties and the same being put to quietus by this consent terms. This is a one-off, and should not be considered as an precedent for other flat owners who may or are in arrears of society charges and the property tax.

5) Misc. Civil Application is disposed of in view of the consent terms.

6) All parties to act on an authenticated copy of this order.

6. Misc. Civil Application was disposed of in view of the consent terms. As per the clauses of the consent terms, the respondent husband was to retain Flat No. 1401, which is slightly a bigger flat in size than Flat No. 1101. So also, the respondent husband undertook to pay an amount of Rs. 20 Lakhs. The said payment of Rs. 20 Lakhs was to be paid in two parts. The first tranche of Rs. 2,26,600/- was to be paid by the husband to the school, being the pending school fees of

the youngest son within a week. The said amount, I have been told, has been paid by the respondent husband. The remaining amount of Rs. 17,73,400/- was to be paid on or before 13 October 2026.

7. The Advocate appearing for the respondent husband has informed this Court that due to the filing of the present interim application by wife for setting aside the consent terms, he has not paid the said amount. However, the respondent husband is ready to deposit the said amount.

8. On 2 April 2026, I heard learned advocates for the parties. So also, Advocate Kaushik on behalf of Dr. Rao.

9. Thereafter Atharva, eldest son of the applicant and respondent, requested this Court to allow him to speak in the present proceedings. The applicant (father) and the respondent (mother) were told to leave the Court Room for some time. In their absence, and in presence of both the counsel, Atharva, aged 22 years, narrated his part of the events which happened in his family.

9.1. Atharva who is a trainee pilot, in IndiGo Airlines has mentioned to this Court that while he was studying in school, he had once caught his mother talking on phone with somebody and the conversation according to him was objectionable. Therefore, he

objected his mother talking to that person, to which his mother hit him black and blue. On several times, his mother has physically assaulted him and there are stitches on his body right from the head. He also mentioned that his mother even threw chili powder in his eyes. Infact he submitted that at one time he told his mother that he will convince his father and brothers and they will be ready to forgive everything but she has to make a choice between her family and the person with whom she has an affair. She chose that person over the family. The medicines which is being given to his youngest brother at one time, the same medicine was given to him when he was in 10th standard.

9.2. Because of this kind of behaviour of his mother, he was socially boycotted in the housing colony and in the school. His mother used to abuse his friends and therefore the school where there were only 22 students in his class, the parents of the other students had told their sons not to interact with him. This event had a great impact in his life. Infact even his friends in the colony used to question him whether he was biological son of his father, they used to talk wrong things about his mother in the colony.

9.3 At the end he said that because such high doses of

medicines which his mother is giving to his brother, he apprehends that one day his beloved youngest brother would die. Before that he mentioned that he is likely to go abroad to pursue his career as a pilot. But even if he goes abroad, he will always be thinking about his brother who is back home. He suffered great deal of physical and mental trauma due to the behaviour of his mother.

9.4 There is so much violence which goes on in flat no.1101 where his mother is residing with his youngest brother that the resident of the building have to call police. Even he had to call police in order to check whether his youngest brother is safe because there are multiple times his mother had assaulted even the youngest brother. He submitted that there is a need that even the mental health of his mother needs to be checked.

9.5 By the interim application, the applicant wife has submitted that she was physically unwell and mentally and psychologically disturbed when the consent terms were executed on 13 October 2025. She has also further made allegations against her then Advocate on record. She has further taken up a ground in the present interim application that the consent terms were executed without free, voluntarily or informed consent. It is further stated that

the consent terms were signed under anxiety and confusion, without adequate legal advice or reflection, rendering the process contrary to the principle of fairness and informed consent. Hence, submitted that the consent terms are one-sided and it will extinguish all her rights and of her youngest son. Hence, she is seeking to recall the consent terms and the order passed on the said consent terms.

10. The events narrated by the eldest son of the parties, based on evidence needs to be considered in relevant proceedings. The matter was thereafter adjourned for further hearing of the Advocates for the parties.

10.1. To a query put by me as to which are those clauses in the consent terms executed between the parties which according to the applicant-wife are not in her favour.

10.2. Mrs.Seema Sarnaik, learned Senior Advocate submitted that clause (8) of the consent terms states that the flat no.1101 comes to the applicant-wife and the loan encumbrance which is over that flat will be transferred to the flat no.1401, which flat will be going to the respondent husband along with two sons. There is a rider that till the youngest son Eklavya turns 26 years of age or else gets married, she will not be able to sell the said flat. Mrs.Sarnaik

submitted that restrictive clause should not be there in the consent terms due to which the applicant-wife will not be able to sell the said flat if she wants to sell the flat and go to her native place at Amravati, Maharashtra.

10.3. The learned Senior Counsel appearing for the applicant wife has further shown me the provisions of Section 13-B(2) of the Hindu Marriage Act. As per the said provision, when the parties are applying for mutual divorce, the minimum period required is six months, and the maximum period is 18 months. The learned Senior Counsel submitted that if there is specific provision under the Hindu Marriage Act, then as far as the consent terms which was entered into the present proceeding, even the same can be modified or else completely set aside if the parties realize the consent terms are not benefiting them.

11. Serious allegation has been made by Applicant-wife of an advocate practicing in this Court who used to represent her while filing the Consent Terms. The said Advocate has also filed her affidavit in the present proceedings. In her affidavit, the

earlier Advocate appearing for the applicant wife has denied the allegations made against her by the applicant wife, and has narrated the entire incident.

12. To me it is surprise that the applicant-wife who signed the consent terms which was exchanged between the parties and after numerous dialogues between them and the matter being placed in Court and been adjourned for few dates, she feels now that clause (8) is not in her favour. An amount of around Rs.17 to Rs.18 lacs is coming in her. A flat without encumbrance would have come to her which would be in her name and the name of her youngest son. She does not want the name of the son in the said flat. This according to me smells trouble in this proceedings. In my view, presuming that the clause of putting restriction on the flat not to be sold till the youngest son turns 26, is deleted, it might work against the youngest son Eklavya's interest and if the flat remains entirely without encumbrance in the name of the applicant-wife, she might tomorrow sale the flat, and then the future of the youngest son will be in dark.

13. Supreme Court in the judgment of **Dhananjay Rath**
versus Ruchika Rath –**Criminal Appeal No. 1924/2026**, while
considering a fact where the parties enter into a consent terms and
thereafter one of the party refuses to adhere to the clauses of the
consent terms, has made following observations in paragraph nos. 29
to 31, the same are reproduced herein below:

29. However, the Respondent-Wife refused to honour the terms of the Settlement Agreement and refused to sign the Second Motion Petition stating that she had withdrawn her consent from the divorce. Though it is well within the law, for any party, to withdraw consent at any stage before grant of divorce by mutual agreement, however, in case a compromise deed or a settlement agreement has been entered in between the parties regarding the full and final settlement of their disputes, then in that case it is not open for the party to step back from the terms and conditions so arrived between them.

30. It is trite law that once the parties have entered into a settlement agreement which was duly authenticated by the mediator, in case of any resilement from such terms as agreed upon in the settlement, the resiling party must be encumbered with heavy costs. Any deviation from the terms of the settlement arrived in mediation and later confirmed by the Court should be dealt with strictly as such deviation harbors an attack to the foundational basis of the entire process of mediation. This Court in the case of **Gimpex Private Limited v. Manoj Goel**, reported as (2022) 11 SCC 705, while dealing with a compromise entered between the parties in case of cheque dishonour, held that the parties cannot be allowed to reverse the effect of a settlement agreement by pursuing either original or subsequent complaints. A three-Judge Bench of this Court therein emphasized that a settlement once entered and authenticated by a mediator subsumed the original complaint. The relevant portion of the said judgment is reproduced herein under:

“41. When a complainant party enters into a compromise agreement with the accused, it may be for a multitude of reasons — higher compensation, faster recovery of money, uncertainty of trial and strength of the complaint, among others. A complainant enters into a settlement with open eyes and undertakes the risk of the accused failing to honour the cheques issued pursuant to the settlement, based on certain benefits that the settlement agreement postulates. Once parties have voluntarily entered into such

an agreement and agree to abide by the consequences of non-compliance of the settlement agreement, they cannot be allowed to reverse the effects of the agreement by pursuing both the original complaint and the subsequent complaint arising from such non-compliance. The settlement agreement subsumes the original complaint. Non-compliance of the terms of the settlement agreement or dishonour of cheques issued subsequent to it, would then give rise to a fresh cause of action attracting liability under Section 138 of the NI Act and other remedies under civil law and criminal law.

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C.2. Liability arising from the settlement agreement

49. Once a settlement agreement has been entered into between the parties, the parties are bound by the terms of the agreement and any violation of the same may result in consequential action in civil and criminal law.”

(Emphasis Supplied)

31. The exception to the above rule is that a party can resile from the Settlement Agreement arrived in the mediation proceedings is, if it successfully demonstrates that the said Settlement Agreement was **procured by force, fraud or undue influence. The party can also resile from the Settlement Agreement on account of non-fulfillment of any of the conditions by the opposite party as set out in the Settlement Agreement**

(Emphasis Supplied)

14. Considering the law as laid down by the Supreme Court in Dhananjay Rathi (supra) and the facts of the present case, wherein the applicant and respondent, who are parents of three sons, had arrived at a settlement wherein both will be getting one flat each. One flat being slightly bigger in size and since the respondent husband

would be staying with two of their sons, was to be given to him, and the slightly smaller flat in the same building would be going to the wife along with their third son, with a rider that the wife would not be able to sell the said flat till the son turns 26 years of age or gets married.

15. The applicant wife now seeking a modification and blaming her Advocate that she was ill-advised, and the fact that the respondent husband has performed one part of the consent terms and is ready to perform the remaining part of the consent terms, and the applicant wife now seeking a modification by removing the clause which puts a rider and protects the interest of the youngest son. It is also pertinent to note that the youngest son, Eklavya, from 10 April 2026, is staying with the respondent father.

16. By the consent terms executed on 13 October 2025, the security of the youngest son has been taken care of. However, by a revised consent terms, the applicant wife wants to remove that rider, thereby there will be no security to the youngest son. Hence, in my view, there is no

merits in the present interim application, the same needs to be dismissed. Admittedly, as per the consent terms, the initial amount of Rs. 2,26,600/- has been paid by the respondent husband. As far as balance amount is concerned, that is an amount of Rs. 17,73,400/-, the respondent husband, as per consent terms, was granted one year time, he is ready to pay the said amount.

17. In view of the above, Interim application is devoid of merits, hence **stands rejected**.

18. Before I part with this order, I would like to make certain observations which took place in front of me on 13 March 2026, when three prescription papers of medicine suggested by Dr. Kartik Rao to Eklavya was handed over. From the said medical papers, it seemed that Dr. Kartik Rao, on three different occasions, without physically examining the youngest son, suggested medicines to him. Hence, Dr. Kartik Rao was directed to file his affidavit. Dr. Kartik Rao filed an affidavit before this Court on 26 March 2026. The Advocate for Dr. Kartik Rao

was also heard on 2 April 2026.

19. In my view, as far as the medicines suggested by Dr. Rao is concerned, considering the fact that he is a psychologist who has prescribed three times medicines to the youngest son, Eklavya Dhanorkar the Medical Council of Psychiatrics, would look into the said issue and after hearing Dr. Rao and any other concerned party, would take appropriate steps according to the rules. The affidavit of Dr. Rao dated 26 March 2026 be forwarded by Registrar Judicial-I to the said Committee of Medical Council of Psychiatrics.

(RAJESH S. PATIL, J.)