

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/FIRST APPEAL NO. 4035 of 2023****With****CIVIL APPLICATION (FOR DIRECTION) NO. 1 of 2025****In R/FIRST APPEAL NO. 4035 of 2023**

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KAMLESH GIRISHBHAI PATEL THROUGH POA MADHUBEN GIRISHBHAI
PATEL
Versus
AMISHA D/O SHARADCHANDRA MISHRA AND W/O KAMLESHBHAI
GIRISHBHAI PATEL

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Appearance:

MS. ANKITA GOSWAMI for MR. RAAJEN D JADHAV(10026) for the
Appellant(s) No. 1

MS. MAYURI SAVALIYA for MR.MINHAJ M SHAIKH(6847) for the
Defendant(s) No. 1

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CORAM:HONOURABLE MR. JUSTICE A.Y. KOGJE
and
HONOURABLE MS. JUSTICE NISHA M. THAKORE

Date : 13/03/2026

ORAL ORDER
(PER : HONOURABLE MR. JUSTICE A.Y. KOGJE)

1. Both learned Advocates for the parties have jointly placed on
record the settlement arrived at between the parties today, which is
as under:

“1. Monetary Settlement/Permanent Alimony

1.1 The Parties hereby agree that the Husband shall pay a total consolidated sum of INR 45,00,000 (Rupees Forty-Five Lakh Only) to the Wife towards full and final settlement of all her past, present, and future claims of maintenance, alimony (temporary or permanent), stridhan, litigation expenses, or any other monetary claim whatsoever, in the following manner:

a) A sum of INR 5,00,000/- (Rupees Five Lakh Only) shall be paid in cash by the Husband to the Wife on or before the date of this present agreement, as the first installment.

It is expressly agreed that an amount towards outstanding building maintenance charges of the flat Rajhans Coral F1002B, for the period July 2023 to December 2025, not exceeding INR 44,000/- (Rupees Forty Thousand Only), shall be paid by the husband and the same amount will be adjusted and deducted from the said first installment.

Upon payment of the first installment, after accounting for the deduction towards outstanding building maintenance charges, the Wife shall immediately and unconditionally withdraw, relinquish, and cease to claim any and all forms of maintenance, alimony, or any other monetary demand of whatsoever nature, whether past, present, or future, interim or otherwise, against the Husband.

b) The sum of INR 45,00,000/- (Rupees Forty-Five Lakh Only) shall be paid/ deposited by the Husband in installments as per mutually agreed terms over a period of 18 (Eighteen) months, commencing from the beginning of the year 2026. The Husband shall continue to pay only the loan/EMI installments in respect of the house/flat bearing Rajhans Coral F1002B until the loan is fully settled. Husband shall provide a security cheque for above mentioned home loan account of SBI Bank for the said property (Rajhans Coral F1002B) that has to be returned by wife to husband upon completion of loan account. All other charges, including but not limited to electricity, maintenance, and related expenses, shall be borne solely by the Wife.

c) The Wife acknowledges that the total amount of INR 45,00,000 (Rupees Forty-Five Lakh Only) is provided for her own benefit and for the benefit, welfare, education, medical needs, and future requirements of the two minor children, Dhanay and Shanaya, respectively. The Wife further agrees that, upon receipt of this amount, she shall have no further right to claim any additional financial support, maintenance/alimony, or any other monetary or non-monetary entitlement of any nature whatsoever, whether in the past, present, or future, in respect of herself or the minor children arising out of the marriage.

d) To secure the said installment payments of remaining amount INR 40,00,000/- (Rupees Forty Lakh Only), the Husband shall

provide Post-Dated Cheques (PDCs) corresponding to the agreed installment scheduled as below.

<i>Bank</i>	<i>Cheque No.</i>	<i>Date</i>	<i>Amount (in Rs.)</i>
<i>Bank of Baroda, Vaniya Wad Branch, Navsari</i>	<i>000011</i>	<i>10/07/2026</i>	<i>5,00,000</i>
	<i>000012</i>	<i>30/09/2026</i>	<i>5,00,000</i>
	<i>000013</i>	<i>31/12/2026</i>	<i>5,00,000</i>
	<i>000014</i>	<i>28/02/2027</i>	<i>5,00,000</i>
	<i>000015</i>	<i>31/03/2027</i>	<i>5,00,000</i>
	<i>000016</i>	<i>30/04/2027</i>	<i>5,00,000</i>
	<i>000017</i>	<i>30/06/2027</i>	<i>10,00,000</i>

1.2 The Parties further agree that the loan settlement relating to the residential property bearing Rajhans Coral F1002B, shall be settled by the Husband only after completion of the aforesaid INR 45,00,000/- settlement, and the Wife shall not raise any claim in respect thereof prior to such completion.

It is further agreed that upon completion of the loan settlement by the Husband, the Wife shall execute all necessary documents to transfer the said property in her name, and all expenses, fees, and charges for such transfer shall be borne solely by the Wife.

1.3 It is expressly agreed that upon completion of the INR 45,00,000/- monetary settlement, the Parties shall proceed without delay to obtain the divorce decree.

It is further expressly agreed that no step, action, or process whatsoever in relation to the loan settlement of the aforesaid property shall be initiated, undertaken, or completed prior to the grant of the decree of divorce by mutual consent.

Upon and immediately following the grant of the divorce decree, the Husband shall commence the aforesaid property-related actions, which shall be diligently pursued and fully and finally concluded within an outer limit of three (3) years from the date of commencement of this Memorandum of Understanding.

1.4 This settlement shall be deemed to be full, final, and complete, and shall cover all claims whatsoever, including but not limited to alimony, maintenance, residence, property rights, compensation, damages, or any other financial, civil, or matrimonial claims arising out of the marital relationship. The Wife shall not raise any further claim of any nature whatsoever against the Husband, including claims for maintenance, alimony, property, residence, or financial support, before any court, authority, tribunal, or forum.

Upon execution of this Memorandum of Understanding, all existing, pending, or future litigations, complaints, proceedings,

or disputes between the Parties shall stand fully resolved, settled, and extinguished.

1.5 (Education Expenses - Separate One-Time Obligation)

Without prejudice to the above settlement, the Husband agrees to pay the following education-related expenses for the minor child Shanaya, over and above the agreed monetary settlement/permanent alimony;

School fees: INR 26,050/-

Tuition fees (for the last two years): INR 25,000/-

Total: INR 51,050/- (Rupees Fifty-One Thousand Fifty Only)

The aforesaid amount shall be paid on or before February 2026 and shall not be adjusted or deducted from the permanent alimony or settlement amount of INR 45,00,000/-,

The Parties agree that this payment constitutes a full and final one-time settlement of all educational, academic, tuition, or any other related expenses of the minor child Shanaya incurred or arising up to the date hereof. Upon payment of this amount, the Wife shall have no further right to claim, demand, or seek reimbursement for any educational or academic expenses for Dhanay & Shanaya, past, present, or future, in relation to the Husband.

2. Child Custody and Visitation

2.1 The Parties mutually agree that joint custody of the two minor children, namely Dhanay and Shanaya, shall vest jointly with both the Husband and the Wife.

2.2 The minor children, Dhanay and Shanaya, shall reside with the Husband for one annual vacation each year, including either the Diwali vacation or other school/ collage holidays, at such location where the Husband may be residing at the relevant time.

The Parties agree that the children's genuine preferences shall be duly considered. Notwithstanding the foregoing, the Wife shall not, directly or indirectly, influence, persuade, or otherwise induce the children to refuse or avoid residing with the Husband during such period.

All expenses relating to travel, accommodation, boarding, and other incidental costs during such period shall be borne solely by the Husband.

2.3 The Husband shall have full, free, and unrestricted visitation and access rights with the minor children, without any limitation as to hours, days, frequency, or duration. The Husband shall be entitled to meet, interact with, and spend time with the children at any place where they may reside or be present at any mutually agreed location. The Husband shall further have the unrestricted right to take the children for local and/or international travel, vacation, or stay, as deemed appropriate by

him, with prior intimation to the Wife and no consent, permission, or approval of the Wife shall be required.

The Wife shall not object to, delay, or withhold consent for issuance, renewal, or use of passports, visas, or travel documents of the minor children.

The Wife shall provide all necessary No Objection Certificates (NOCs), affidavits, or documents required for the children to travel within India or internationally with the Husband, whenever required.

2.4 The minor children shall have the unrestricted right to voice and video communication with the Husband and wife at reasonable times. Both Husband and Wife shall not, directly or indirectly:

a) Switch off or confiscate the children's phones or otherwise obstruct communication between the children and the other party:

b) Block the any of the party on the children's devices or social platforms.

c) Interfere with or restrict communication between the children and any of the family members and friends of both parties, except Alpesh Dalpatbhai Patel and Arpita Alpesh Patel.

2.5 All major decisions relating to the children's education, health, medical treatment, or other significant matters shall be taken jointly by both Parties. In the event of any disagreement or inability to reach consensus, the wishes of the children shall be given due consideration and shall prevail.

The Wife & the Husband may express their preference if they do not wish the minor children to meet specific friends of the Husband or wife. However, it is expressly agreed that the final decision regarding meeting such friends shall rest with the children themselves, considering their age, comfort, and willingness.

2.6 In the event that the minor children express a desire to reside with the Husband for any duration whatsoever, such request shall be respected and allowed, and shall not be unreasonably denied or restricted by the Wife.

2.7. Both Parties agree that the whereabouts and residential details of the minor children shall always be disclosed to the other spouse, and neither Party shall conceal or misrepresent the same.

3. Property Rights and Right of First Refusal

3.1 Property Transfer by Wife

The Parties agree that upon completion of the Husband's obligations under this MOU, including repayment of any outstanding loan for the residential property bearing Rajhans Coral F1002B, the Wife shall transfer and/or relinquish all her rights, title, and interest in the said property. All costs, fees, and formalities associated with the transfer, including registration, stamp duty, legal fees, and other expenses, shall be borne solely by the Wife.

3.2 Right of First Refusal

In the event the Wife intends to sell, transfer, gift, mortgage, lease, license, or otherwise alienate the said property, whether in whole or in part, the Husband shall have a first right of refusal to purchase the property on the same terms and conditions. The Wife shall inform of the proposed sale, including price, terms, and conditions through whatsapp number +971503584818 and email kamlesh.nvs@gmail.com and the Husband shall have 60 (sixty) days from receipt to exercise his right. The Wife may sell or transfer the property to a third party only if the Husband declines or fails to exercise his right within the stipulated period, and such sale shall be on terms no more favourable than those offered to the Husband. Any violation of this clause shall be voidable at the instance of the Husband and constitute a material breach of this MOU.

4. Non-Interference and Non-Intimidation

4.1 Each Party hereby undertakes that he/she shall not harass, threaten, intimidate, defame, or otherwise interfere, directly or indirectly, in any manner whatsoever, with the other Party's personal life, professional life, employment, business, reputation, or social standing.

4.2 Each Party further agrees that he/she shall not contact, approach, or communicate with the other party's employer, colleagues, clients, business associates, friends, or family members with the intent or effect of causing disturbance, embarrassment, or harm to the other Party.

4.3 Each Party shall refrain from initiating, instigating, or encouraging any false, frivolous, or vexatious complaints, proceedings, or communications-whether civil, criminal, administrative, or otherwise-against the other Party or his/her family members after the execution of this MOU.

4.4 Any act of harassment, interference, or violation of this clause by either Party shall constitute a material breach of this MOU and shall entitle the aggrieved Party to seek appropriate legal remedies, including but not limited to injunctive relief, damages, and enforcement through court proceedings, without prejudice to any other rights available under law.

5.Divorce and other legal cases:

- 5.1 Each party have to withdraw all the cases filed by them respectively in any court of law against each other, i.e. CRMA No. 209/2023 and F. Suit No. 142/2022 in Family Court Navsari and First Appeal No.23050/2023 in Hon'ble High Court of Gujarat, without any condition.*
- 5.2 Both the parties should filed a suit for divorce under Section 13B of Hindu Marriage Act and obtain for the decree of Divorce by the virtue of this settlement deed.*
- 5.3 No party can file suit against each other in future and would be consider void ab initio by the present deed.”*
2. The Parties to comply with the terms of the settlement.
3. In view of the aforesaid, present ***First Appeal stands disposed of*** in terms of settlement placed on record today.
4. In view of the order passed in the main First Appeal, Civil Application No.1 of 2025 does not survive and stands disposed of accordingly.

(A.Y. KOGJE, J)

(NISHA M. THAKORE,J)

PARESH SOMPURA

Original copy of this order has been signed by the Hon'ble Judges.
Digitally signed by: PARESHKUMAR SOMPURA(HC00451), Principal Pvt Secretary, at High Court of Gujarat on 16/03/2026 17:39:29