

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.T.SANKARAN
&
THE HONOURABLE MR. JUSTICE P.D.RAJAN

WEDNESDAY, THE 1ST DAY OF APRIL 2015/11TH CHAITHRA, 1937

Mat.Appeal.No. 1135 of 2014 ()

AGAINST THE ORDER DATED 13.11.2014 IN I.A.NO.547/2014 IN
O.P.NO.360/2014 ON THE FILE OF THE FAMILY COURT, MUVATTUPUZHA

APPELLANT(S)/PETITIONER:

SOPHY, W/O.ALI, AGED 38 YEARS
RESIDING AT ANSAR MANZIL, ARUVAPPULAM.PO
ARUVAPPULAM KARA AND VILLAGE, KONNI TALUK
PATHANAMTHITTA DISTRICT.

BY ADVS.SRI.T.MADHU
SRI.ROY THOMAS (PATHANAMTHITTA)

RESPONDENT(S)/RESPONDENT:

N.A.ALI, AGED 48 YEARS
S/O.PAREETH, RESIDING AT NAIKKAMMAVUDY HOUSE
MANIMARUTHUMCHAL KARA, NERYAMANGALAM.P.O
KOTHAMANGALAM TALUK, ERNAKULAM DISTRICT-686693.

R1 BY ADV. SRI.R.BINDU (SASTHAMANGALAM)
R1 BY ADV. SRI.PRASANTH M.P

THIS MATRIMONIAL APPEAL HAVING BEEN FINALLY HEARD ON
01-04-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

K.T.SANKARAN & P.D.RAJAN, JJ.

Mat.Appeal No.1135 of 2014

Dated this the 1st day of April, 2015

JUDGMENT

K.T.Sankaran, J.

It is submitted that the disputes between the parties have been settled and a memorandum of agreement was executed and signed by the parties. The terms of the memorandum of settlement are the following :

“1. Since the marital relationship between the appellant and the respondent is irretrievably broken the parties hereby agree to live separately and the respondent will pronounce talak on complying with the conditions 2 & 3 below.

2. The respondent hereby agrees to return 50 sovereigns of gold ornaments and an amount of ₹6 lakhs to the appellant within 6 months from today.

3. The respondent hereby agrees to pay an amount of ₹5 lakhs to the appellant towards fair

provision and maintenance within 6 months from today. The appellant hereby agrees that she will not have any further claim towards past or future maintenance.

4. The respondent hereby agrees to have the custody of the children born in the wedlock between the appellant and the respondent with the appellant. The respondent will have the right to custody of the children during vacations and other holidays. The respondent also will have the right to visit the children as and when necessary.

5. In the event of any reluctance on the part of the child now with the respondent to go with the appellant, the respondent agrees to get admission for both the children in one residential school if both children are willing, so that they would live and study together.

6. The respondent agrees to provide maintenance to the children at the rate of ₹5,000/- per month from March, 2015 onwards and would also take care of their educational expenses apart from providing the above amount as maintenance.

7. The appellant hereby agree to transfer the property, having an extent of 30 cents comprised in

Sy.No.721/1 and 722/1 of Neriamangalam Village, obtained in the name of the appellant vide Sale Deed No.1904/2003 of the SRO, Kothamangalam and the proprietorship of the concern, M/s.Kings Valley Drinking Water packaging unit functioning in the above property, in the name of the respondent on the date of compliance of the first conditions herein above by the respondent.

8. The respondent agrees to clear the outstanding loan amount to the State Bank of Travancore, Kothamangalam Branch availed for the purpose of starting M/s.Kings Valley Drinking Water packaging Unit functioning in the above property.

9. The appellant hereby agrees that after effecting transfer of the property as stated above, the appellant will have absolutely no claim over the income derived from the property as well as from the proprietorship concern M/s.Kings Valley Drinking Water packaging Unit.

10. The respondent hereby agrees that he alone would be responsible for all the liabilities that would incur thereafter and would settle all other liabilities so far incurred for the functioning of M/s.Kings Valley

Drinking Water Packaging Unit till now.

11. The respondent hereby agrees to return all the unutilized cheque leaves of the appellant in his possession and agrees to indemnify the appellant, if any loss is caused to her due to the issuance of cheque leaves on behalf of M/s.Kings Valley Drinking Water Packaging Unit till now.

12. The parties hereby agree to withdraw all the cases pending before the Family Court, Muvattupuzha and hereby agrees that no further dispute subsists between them.

The petitioner and the respondent have agreed to the above terms and conditions and have signed the same on this the 27th day of February, 2015.”

Accordingly, the Mat.Appeal is disposed of in terms of the settlement.

**K.T.SANKARAN
JUDGE**

**P.D.RAJAN
JUDGE**