

* HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE Ms. JUSTICE J.UMA DEVI

+ Family Court Appeal No.168 of 2018

% Date: 01-11-2018

V.Vijay Vardhan S/o Late Goverdhan, Aged 35 years,
Occ: Private Employee, R/o H.No.8-43/58/2,
East Balaji Hills, Near Ayyappa Swamy Temple,
Boduppal, Ranga Reddy District

... Appellant/Petitioner

Vs.

\$ Smt. Keerthi W/o V.Vijay Vardhan, Aged 28 years,
Occ: Household, R/o H.No.12-5-17/2,
Vijayapuri Colony, Tarnaka, Hyderabad

... Respondent/Respondent

! Counsel for Appellant: Mr. Prabhakar Raichur

Counsel for Respondent: Smt. D.Madhavi

< Gist:



> Head Note:

? Cases referred:
Nil.

HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE Ms. JUSTICE J.UMA DEVI

Family Court Appeal No.168 of 2018

Judgment: (per V.Ramasubramanian, J.)

This appeal arises out of an order passed by the Family Court on a petition filed under the Guardians and Wards Act, 1890.

2. Heard the learned counsel on both sides.

3. The appellant is the husband. The respondent is the wife. The appellant sought permanent custody of the child, but the Family Court granted only visitation rights. The child is a boy aged eight years.

4. There were also other litigations between the same parties, some before the Criminal Court and some before the Family Court. Now the parties have entered into a Memorandum of Understanding, to resolve all the disputes together. Pursuant to the Memorandum of Understanding, the appellant/husband has already paid a total amount of Rs.17 lakhs to the respondent. It appears that the Family Court has also now passed a decree of dissolution of marriage. The respondent has agreed to handover permanent custody of the boy to the appellant, subject to her visitation rights as mentioned in the Memorandum of Understanding.

5. The Memorandum of Understanding, dated 01-10-2018, reads as follows:

“1. That the 1st party herein agreed to pay an amount of Rs.17,00,000/- (Rupees seventeen lakhs only) towards permanent alimony to the 2nd party, out of which an amount of Rs.8,50,000/- (Rupees eight lakhs and fifty thousand only) shall be paid by original Demand Draft vide D.D.No.001527, dated 10-10-2018, drawn on Axis Bank, Nizampet Branch, Hyderabad at the time of signing MOU. The remaining amount of Rs.8,50,000/- (Rupees eight lakhs and fifty thousand only) shall be paid at the time of filing mutual divorce petition and while withdrawing above mentioned all cases pending. The remaining amount of Rs.8,50,000/- shall be paid by way of post dated cheque vide cheque No.132188 later it shall be replaced with a demand draft with the same amount at the closing of all the cases pending. It is further informed that actual credit of proceeds into 2nd party's account shall be treated as acknowledge of receipt, but mere handing over demand draft does not treated as payment to 2nd party, this is without prejudice to other rights of 2nd party. The 2nd party will return the original documents pertaining to 1st party and the two wheeler AP29AZ-4058 Suzuki Swish and it is agreed that the 2nd party shall give the permanent custody of the child to the 1st party while giving final payment.

2. That the 2nd party herein agreed to withdraw the case (within legal frame) u/Sec.498-A of IPC and SC ST Act case vide C.C.No.2/2015 on the file of VII ADJ cum Special Judge for SC/ST Atrocities, Ranga Reddy District Court at L.B. Nagar or otherwise to cooperate (within legal frame) within the 1st party to quash the same before appropriate courts. The 1st party also agreed to withdraw and cooperate for quashing the proceedings in C.C.No.1148 of 2015 pending before Nampally Courts, against the parents and relatives of the 2nd party and also agreed to withdraw FCA No.168 of 2018 filed for custody of the child before Hon'ble High Court of Judicature at Hyderabad.

3. The male child viz., V.Vinay Vardhan was born on 11-02-2010 out of the wedlock of the 1st party and 2nd party, the 2nd party, who is mother Vinay Vardhan and being the mother it is natural that she will have love, affection and always thinks about wellbeing of the child, it is further to be noted that after handing over the child to

1st party, the child forego love, affection of mother and likely that somebody else will be replaced in mother's place, as such it is natural there would be apprehension to the mother about her child's wellbeing needs. Hence, though 2nd party hands over the child to 1st party, 2nd party is having right to see and meet the minor child (son) of parties herein twice in a year for five days by the 2nd party with prior intimation, the intimation may be electronic or any other modes as the case may be, 1st party cannot deny 2nd party to avail her right on any grounds whatsoever, 1st party can't deny the information regarding the child when 2nd party sort.

4. It is agreed by both the parties that they shall sign all the documents, affidavits etc., as and when required to give the effect for filing petition for mutual consent divorce and both the parties declare that they shall not interfere day to day affairs of other party's personal life, either by electronic communication or by any other means whatsoever and they will not interfere with their personal life and not to interfere with their marital lives under any circumstances presently or future by either parties.

5. Both the parties undertake that they will not interfere with each other's personal and their family life in future.

6. Both the parties agree and declare that they shall not file any civil or criminal cases against each other or their respective family members.

7. Both the parties are at liberty to remarry according to their wish as per law after the grant of divorce.

8. That this deed is made into three sets which are treated as originals out of which one set will be in the possession of each party and the 3rd set of understanding will be filed before the Family Court for consideration and record.

In witness whereof the parties affix their signatures on this MOU with their free will and sound mind after understanding all the contents in Telugu on the day, month and year aforementioned in the presence of the following persons.

Witnesses:

1. Sd/- (V.Padmavathi)

Sd/-
(V.VIJAYA VARDHAN)

FIRST PARTY

2. Sd/- xxx xx xxx

Sd/-
(M.KEERTHI)
SECOND PARTY"

6. The parties were present. Their identities were verified. They confirmed having entered into the above compromise.

7. Therefore, the appeal is allowed, the judgment and decree of the Family Court are modified and there will be a decree in terms of the Memorandum of Understanding extracted above. Pending applications, if any, shall stand closed. No costs.



V.RAMASUBRAMANIAN, J.

J.UMA DEVI, J.

01st November, 2018.

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HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN
AND
HON'BLE Ms. JUSTICE J.UMA DEVI

Family Court Appeal No.168 of 2018
(per VRS, J.)



01st November, 2018.
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