

O.P.No.815 of 2016
and
OA.No.1051 of 2016

K.KALYANASUNDARAM, J

The petitioner has filed this Original Petition under Sections 3, 7 and 10 & 25 of the Guardians and Wards Act, 1890 read with Order XXI Rules 2 and 3 of Original Side Rules, 1956, seeking appointment of Guardian.

2. It is represented by the learned counsel for the petitioner as well as the learned counsel for the respondent that the dispute between the parties was settled amicably and the same was reported before the Division Bench of this Court in CMA No.2627 of 2019. As per the Memorandum of Compromise, the petitioner agreed to withdraw the Original Petition. The Memorandum of Compromise dated 15.11.2019 signed by both the parties as well as their respective counsels has been filed. The Memorandum of Compromise reads as follows:-

"1. The above original petition had been filed by the Petitioner herein seeking guardianship and permanent custody of the minor child R.Nyati (born on 23.12.2011). The petitioner had filed A.No.1051 of 2016 seeking interim injunction restraining the Respondent, his men, agents and anyone representing him from taking away the custody of the minor child from her custody.

2. The Petitioner had also filed OP No.2636 of 2016, on the

file of the Hon'ble VII Additional Family Court, Chennai, seeking divorce on the grounds of cruelty against the respondent. The petitioner had filed IA.No.6047 of 2018 in the OP seeking interim maintenance for herself and the minor child from the Respondent herein. The Hon'ble VII Additional Court, Chennai vide order dated 05.04.2019 was pleased to order a monthly maintenance of Rs.50,000/- to be paid to the Petitioner for the maintenance of herself and the child with an additional Rs.50,000/- to be paid as litigation expenses. The Respondent herein had preferred CMA.No.2627 of 2019 against the order of the interim maintenance of the Hon'ble Judge of the VII Additional Family Court, Chennai in IA.No.6047 of 2018 in OP.No.2636 of 2016 vide order dated 05.04.2019.

3. The Petitioner and Respondent (collectively referred to as "Parties") jointly attended mediation as part of the proceedings in the above-mentioned CMA and during the course of the said mediation, have agreed to settle all issues between them amicably and had entered into an understanding with respect to the upbringing of the child with the following terms and conditions:-

a. The Petitioner herein shall have guardianship and permanent custody of the minor daughter R.Nyati. The Respondent shall have visiting rights over the child, once in three months on a Saturday or Sunday in the public place that is mutually agreeable to both the parties at a mutually convenient time.

b. The respondent shall inform the Petitioner of his visit to

India by means of an email one week prior to his expected visit. The parties mutually agree that the visitation shall be subject to the comfort and convenience of the child. The parties agree that the minor child shall be accompanied by the respondent or a close relative of hers who shall stay during the visitation.

c. The Respondent has paid a sum of Rs.15,00,000/- (Rupees fifteen lakhs only) to the petitioner herein towards the care and upbringing of their minor daughter Nyati on this day, 15.11.2019. The same has been split as Rs.7,00,000/- by means of a demand draft in favour of the petitioner and Rs.8,00,000/- has been deposited in a Fixed Deposit account in the name of the minor child.

(i) The respondent has on this day, 15.11.2019, paid Rs.7,00,000/- by means of a Demand Draft in favour of the Petitioner bearing DD No."021086", dated 14.11.2019 drawn on Axis Bank Ltd. Kodambakkam Branch Chennai and payable to the petitioner.

(ii) The Respondent has deposited a sum of Rs.8,00,000/- on 14.11.2019 in the name of the minor child R.Nyati in a Fixed Deposit Account for a period of 10 years in the State Bank of India, Kodambakkam Branch, Chennai bearing Account No.38920808942 with the petitioner as the guardian. The Respondent has handed over the original Fixed Deposit Receipt for the said account to the Petitioner

on this day, 15.11.2019. The Petitioner shall operate and manage the said account such that she can secure the monthly interest amount generated from the fixed deposit and utilise the same towards the upkeep of the minor child. The parties agree that the Fixed Deposit shall not be pre-closed prior to the child attaining majority.

d. In addition to the above, the Respondent shall pay a monthly maintenance of Rs.20,000/- (Rupees Twenty Thousand only) to the Petitioner on or before the 5th of every calendar month towards maintenance and upbringing of the minor child. The said amount shall be deposited in the Petitioner's Indian Overseas Bank, Choolaimedu branch account bearing account number 130801000019487 and IFSC Code IOCA0001308. The said amount shall be payable till the minor child attains the age of 25 years or gets married, whichever is earlier.

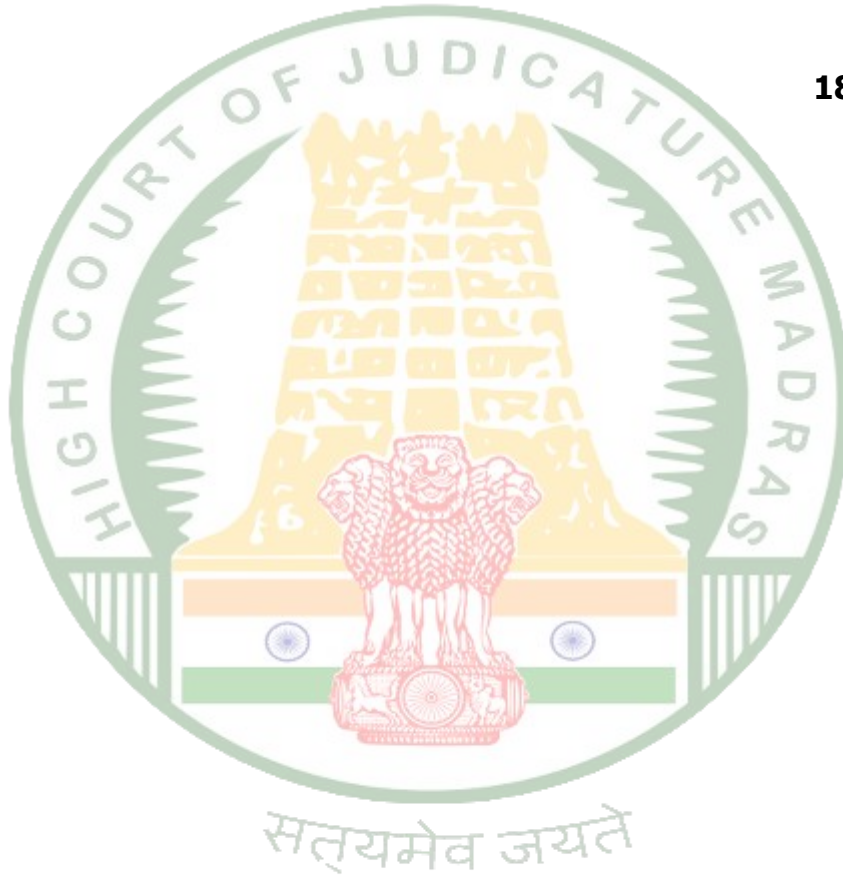
e. The Respondent has handed over the original policy document bearing policy number 19460820 taken on 27.08.2015 from ICICI Ltd., for an assured sum of rs.10,00,000/- (Rupees Ten Lakhs only) in favour of the minor R.Nyati on the 15.11.2019. The Respondent agrees to transfer any rights that he may have as a guardian in securing the policy and the Petitioner shall be entitled to recover the said amount on behalf of the minor child on the date of its maturity, i.e., 27.08.2030.

f. The parties agree to cooperate and work keeping in mind the best interests of the minor child."

3. In the light of the above, this Original Petition is ordered in terms of the Memorandum of Compromise. The Memorandum of compromise shall form part of the order. Consequently, connected application is closed.

KMI

18.11.2019

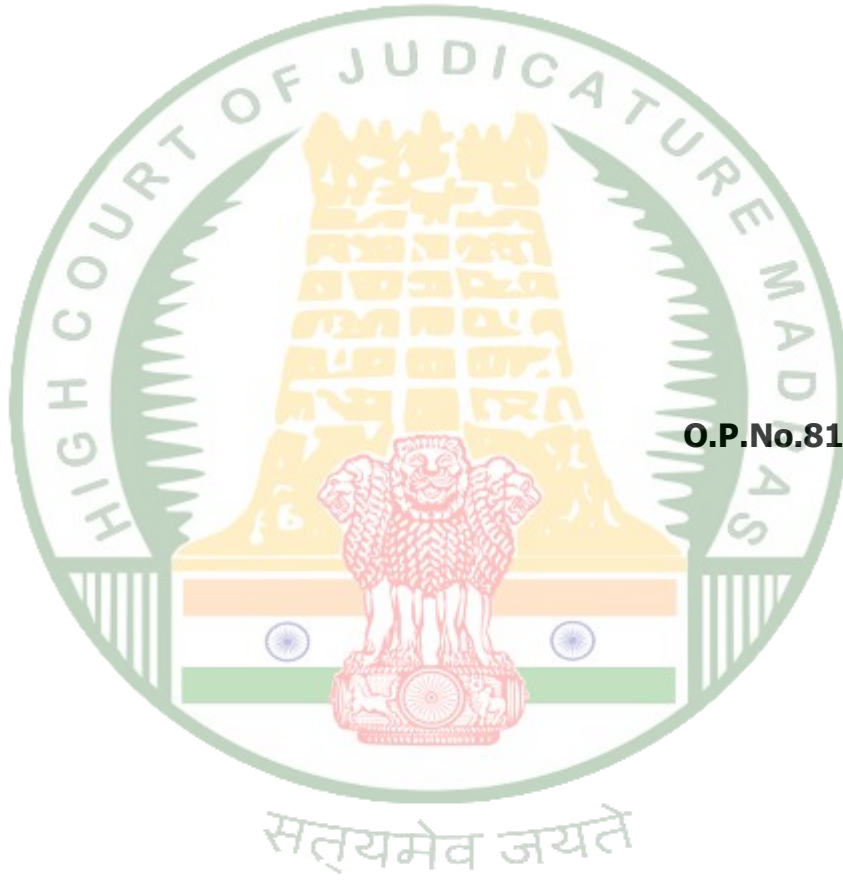


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