

HIGH COURT FOR THE STATE OF TELANGANA
THE HON'BLE THE CHIEF JUSTICE RAGHVENDRA SINGH CHAUHAN
AND
THE HON'BLE SRI JUSTICE A. ABHISHEK REDDY

FCA No.518 of 2018

Date: 06.01.2020

BETWEEN

Y. Ashok

... APPELLANT

AND

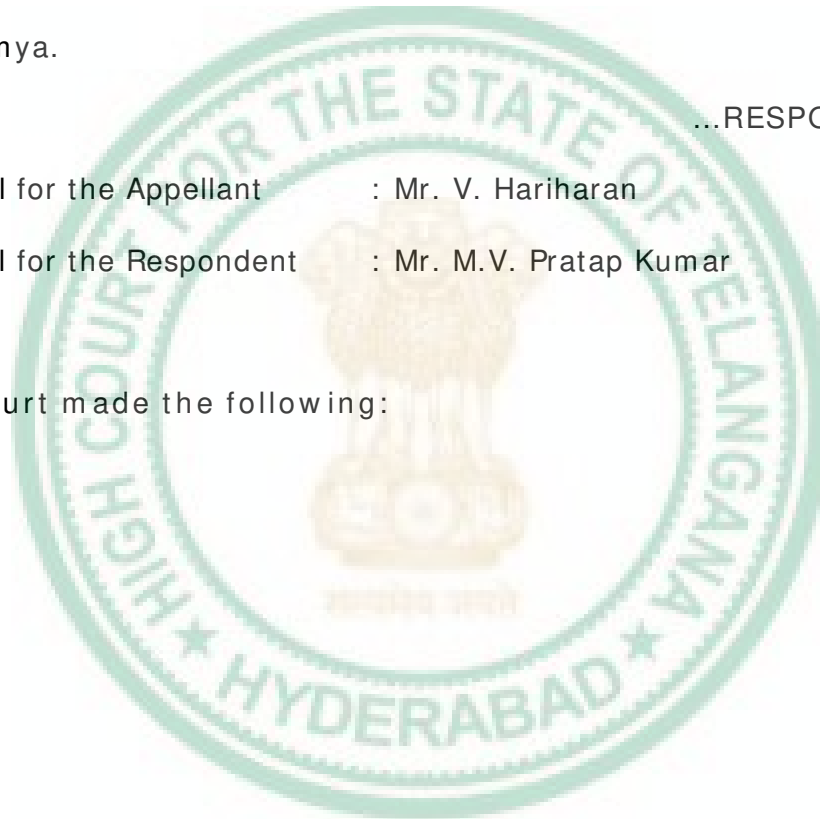
Y. Soumya.

...RESPONDENT

Counsel for the Appellant : Mr. V. Hariharan

Counsel for the Respondent : Mr. M.V. Pratap Kumar

The Court made the following:



JUDGMENT: { Per the Hon'ble the Chief Justice Sri Justice Raghvendra Singh Chauhan}

Mr. Y. Ashok, the appellant and Ms. Y. Soumya, the respondent are both present before this Court. The appellant has submitted his Aadhar Card in order to establish his identity. The respondent has submitted her Driving Licence issued by the State of California, USA, in order to establish her identity before this court. Both the parties are identified by their respective counsel.

2. Aggrieved by the order dated 08.10.2018 passed by the Additional Family Court, Hyderabad, in FCOP.No.1107 of 2013, the appellant has challenged the same before this Court in the present appeal.

3. However, during the pendency of the present appeal, the parties have entered into compromise. They have submitted a Memorandum of Compromise through IA.No.1 of 2019. The terms of the compromise are as under:

1. Both Appellant and Respondent confirms that the final settlement of all of their claims, and further confirms that all and any claim in that regard stands resolved and any residuary stands dissolved, and further confirms that they will not make any further demand or new claim on this court in future forever in India and USA and in any other country.
2. Both the parties agreed that the two daughters viz., (i) Kumari Jahnvi Yalamati (DOB: December 17th 2001) and (ii) Kumari Niyati Yalamati (DOC: December 24th 2008) shall be under the permanent care and custody of the respondent. The appellant will sign all documents required to renew the passport of Kumari Niyati Yalamati, and any other documents required to facilitate her travel needs within 7 days of receipt of decree from court and enable her to move to the USA to be under the custody of her mother (respondent).
3. The appellant will have visitation rights to both the daughters, on every alternative Saturday and Sunday from

8 am on Saturday morning until 8 am on Monday morning, at the place where the Respondent and daughters are residing: where ever they are and during his visits to such places. He will also have custody of the daughters, either individually or jointly for the first half of the vacation period of school, and would be entitled to travel and return them to the safe custody of the respondent.

4. The Respondent will encourage both the daughters to develop and maintain a healthy relationship with the Appellant. Similarly, the Appellant shall also make his best efforts to build and maintain a healthy and positive relationship with both daughters.
5. Both parties agree not to pursue all and any of the cases filed by either of them and withdraw all of it as settled by these presents, also agree that will not file any new case in any jurisdiction of any nature in any country. Further they also agree not to file for any new claims of credits or debts or assets or properties or stocks or investments in India or USA or any other country.
6. Both parties agree that Petitioner (father) will pay \$ 10,000 per year towards the expenses of schooling and living for Niyati Yalamati till she completes 12th grade, starting from Jan 2020.
7. Both the parties agree petitioner (father) will deposit \$ 75,000 towards expenses and 4 years college fees after 12th grade for Kum Jahnavi Yalamati spread over 4 years, spread of \$ 9375 for every 6 months into the Kum Jahnavi Yalamati bank account. Petitioner (father) will pay \$ 75,000 towards expenses and 4 years college fee after 12th grade for Kum Niyati Yalamati spread over 4 years, spread \$ 9375 for every 6 months into the Kum Niyati Yalamati bank account.
8. Both the parties agree Respondent (mother) will deposit \$ 75,000 towards expenses and 4 years college fees after 12th grade for Kum Jahnavi Yalamati spread over 4 years, spread of \$ 9375 for every 6 months into the Kum Jahnavi Yalamati bank account. Respondent (mother) will pay \$ 75,000 towards expenses and 4 years college fee after 12th grade for Kum Niyati Yalamati spread over 4 years, spread \$ 9375 for every 6 months into the Kum Niyati Yalamati bank account.

9. Father (petitioner) will open separate bank accounts for Kum Jahnavi Yalamati and Kum Niyati Yalamati with father as guardian in USA. Mother (respondent) also join Kum Jahnavi Yalamati and Kum Niyati Yalamati bank accounts as a guardian and help kids to withdraw money from those bank accounts for expenses and school fees.
10. In the event of petitioner (father) fail to deposit the money for kids bank account for schooling then petitioner agree to sell his house at 3910 Riverbend terrace, Fremont, CA 94555 or any other asset on his name and pay the rest of the amount agreed for 4 years college of both the daughters in lumsum as one payment.
11. In the event respondent (wife) fail to deposit the money in kids bank account for schooling then respondent agree to sell her house at 1915 Center Ave, Martinez, CA 94553 or any other asset on her name and pay the rest of the amount agreed for 4 years college of both the daughters in lumsum as one payment.
12. Both the parties further agree not to claim any further amount, article in custody of each other, and are deemed settled by this memorandum.
13. The Respondent (wife) agrees to sign all forms, documents as may be necessary to enable the Respondent to mutate the name in VINCE Labs Pvt. Ltd., in India.
14. Both further agree not to interfere in each other's life in further in any manner.
15. This agreement/memorandum shall be fixed before the court and a decree be requested to be passed in terms agreed herein.
16. An identical memorandum will be filed before the court in USA confirming the terms and conditions and to abide by the same.
17. Both parties agree that they have entered into this memorandum having been appraised themselves of issues, including the children future and knowing fully well the implications, and signed the same of their own free will and consent.
18. Kum Jahnavi Yalamati has become major as on December 17th 2019, so she agrees and consents that she has no right, title or interests in respect of any assets, investments,

properties, moveable or immoveable, tangible or intangible, business assets, shares, mutual funds, provident funds, pension funds of both parents in India, United States of America or any other Country.

19. Both the parties to bear their own costs.”

4. Therefore, they seek modification of the order dated 08.10.2018 in terms of the compromise from this Court.

5. Therefore, the order dated 08.10.2018 is hereby modified in terms of the compromise. Registry is directed to issue the decree in terms of the compromise.

The appeal shall stand disposed of. As a sequel, the miscellaneous petitions, pending if any, shall stand closed. There shall be no order as to costs.

RAGHVENDRA SINGH CHAUHAN, CJ

A. ABHISHEK REDDY, J

January 6, 2020
DSK