

16.04.2021
S/L No. 19
Court No.16
SG/s.biswas

CO 2517 of 2019

Debashish Chakraborti
Vs.
Shampa Chakraborty & others

Mr. Pranit Bag, Advocate

... ... for the petitioner

Ms. Deblina Lahiri

... ... for the opposite party No.1

Affidavit of service filed in court today, is kept on record.

Mr. Pranit Bag, learned counsel appearing for the applicant has fairly submitted, on instruction from his client, that the petitioner is agreeable to delete the name of the opposite party No.2 from the array of the parties. Accordingly, the opposite party No.2 as named in the cause title of the petition stands deleted.

This revisional application has been filed assailing the impugned order dated July 24, 2019 passed by the learned Chairperson, West Bengal Commission for Protection of Child Rights (for short, the Commission) in the complaint dated June 7, 2019 lodged by the opposite party No.1.

The petitioner and the opposite party No.1 are husband and wife who are qualified engineers. The complaint, arising out of which the impugned order was

passed relates to payment of educational fees of the son of the petitioner and the opposite party No.1.

Learned Counsel appearing for the petitioner submitted that, while passing the said impugned order, the Commission had gone beyond its jurisdiction and as such the order is not tenable in law and no direction could be passed by the Commission as mentioned in the impugned order. Hence, Mr. Bag on behalf of the petitioner prayed for quashing of the said impugned order.

Under the impugned order, the petitioner being the father was directed to pay the fees of his then minor son within July 29, 2019 to avoid any loss of academic year for the purpose of taking admission in Birla Institute of Technology and Science, Pilani (for short, BITS, Pilani). It was also directed by the Commission in the said impugned order that if the petitioner fails to pay the requisite fees before the due date, he will be held liable to be prosecuted under the Juvenile (Care and Protection of Children) Justice Act, 2015.

Ms. Deblina Lahiri, learned advocate appearing for the opposite party No.1 submitted that, the father had failed to carry out such direction and did not pay the requisite fees for the son to get his admission at BITS, Pilani as directed in the impugned order. To save his academic year, the mother had deposited the same. The son had attained majority on November 7, 2019. The son is now pursuing his course at BITS, Pilani at the expense

of the mother. It was further submitted that, at the time of admission of the son, the mother had spent a sum of more than ₹5 lakh then. Submissions were also made that diverse proceedings are pending between the husband and wife before different fora.

After considering the submissions made on behalf of the parties and on perusal of the materials before this Court, this Court is of the firm view that the interest of the growing son must be of paramount consideration in the facts and circumstances of this case. In the midst of the disagreement between the parents, the future, normal and proper wellbeing of the son cannot be overlooked by the Court.

Mr. Bag, on instruction from his client, had agreed to the suggestion of the Court that his client being the petitioner herein will make a fixed deposit of ₹6 lakh solely in favour and in the name of his son, namely, Digvijay Chakraborty. The son now being major will be the sole beneficiary and holder of the said fixed deposit. The said fixed deposit will be made by the petitioner at Punjab National Bank, Lake Gardens Branch, Kolkata, as suggested by the parties, within a period of fortnight from date. The concerned bank will properly guide the petitioner to make such fixed deposit solely in the name of Digvijay Chakraborty and the same can be renewed from time to time by the bank upon necessary instruction, if received from the said sole beneficiary of such fixed

deposit. In the event, the said sole beneficiary requires to open a bank account with the Punjab National Bank, Lake Gardens Branch, Kolkata, to carry out the direction made herein, the same shall be done immediately and the concerned Manager of the branch will do the needful and render every possible cooperation in this regard to the said Digvijay Chakraborty. The said sole beneficiary will have an exclusive right on the said fixed deposit in all respect. The original fixed deposit receipt shall be handed over to the said Digvijay Chakraborty.

Learned advocate appearing for the opposite party No.1, on instruction from her client, submitted that, the opposite party No.1 upon the said entire exercise of making the fixed deposit being carried out, will not have any claim against the petitioner arising out of or in connection with the said impugned order dated July 23, 2019 passed by the Commission and the related complaint. The opposite party No.1 shall immediately furnish a copy of this order to the Commission within 7 days from the said fixed deposit being made by the petitioner and inform the petitioner in writing forthwith.

In the light of the above, the parties have agreed for disposal of the present revision application being **C.O. 2517 of 2019** and accordingly, the same stands disposed of.

It appears to this Court from the submissions made on behalf of the parties, that both the petitioner and

opposite party No.1 are at loggerhead and diverse litigations and counter-litigations are pending. It is advisable, if the parties think it fit and proper, they may approach for proper mediation, so that all such disputes and differences can be taken care of and sorted out once for all through a proper mediation procedure as prescribed under the relevant law.

Since no affidavit-in-opposition has been filed in the revisional application, the allegations made therein are deemed not to have been admitted by the opposite parties.

There shall be, however, no order as to costs.

(Aniruddha Roy, J.)