

**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD.**

**APPEAL FROM ORDER NO. 61 OF 2022.
WITH
CIVIL APPLICATION NO. 14518/2022.**

DISTRICT : AURANGABAD.

Khalil Yunus Sayyed
Versus

...Applicant.

Hanif Shah Kasam Shah.,

...Respondent.

::COMPROMISE PETITION::

Respected Sir,

In the above matter Appellant & respondent submits as under -

1. That, the Appellant has preferred the present Appeal from Order against the impugned judgment and order dated 18.01.2022 passed by the Ld. District Judge –6, Aurangabad in M.A.R.J.I. No. 136/2017 wherein the said application was partly allowed and the prayer for permanent custody of minor son of appellant was rejected.
2. That, the said Appeal is pending admission before this Hon'ble Court. In the above matter, the Appellant & Respondents have decided to amicably settle the matter so as to keep the relation between them cordial in future which will also be better for upbringing and development of Child, therefore Appellant & Respondent have amicably settled the matter out of court.
3. That, the Appellant & Respondent are therefore entering in the present compromise on following terms and conditions;

::TERMS OF COMPROMISE::

A. That Minor Son Namely Mohammad Anas S/o. Khalil Sayed is studying in 1st Std in academic year 2022-2023 at St. Francis De Sales primary School Aurangabad.

B. That it is agreed by the respondent that the permanent custody of minor will be given to appellant i.e. real father Khalil Yunus Sayyed after completion of final examination of academic year April 2026.

C. It is agreed by the appellant & respondent that, till then appellant i.e. real father Khalil Yunus Sayyed & his family members are allowed/permitted to visit minor Son Mohammad Anas as per wish.

D. That it is agreed by the appellant & respondent that, appellant & his family members are allowed/permitted to take minor Son - Mohammad Anas with them at their residential house at Sillod Tq. Sillod Dist. Aurangabad on every Saturday & Sunday & during summer and winter holidays and other holidays and also on EID Festival.

E. That it is agreed by the appellant & respondent that, appellant & his family members are allowed/permitted to take Mohammad Anas with them in garden & shopping mall & other places as per wish.

F. That it is agreed by the appellant & respondent that, in future respondent & his family members are allowed/permitted to take minor-Mohammad Anas with them at their residential house at Aurangabad on every Saturday & Sunday & also during summer and winter holidays and other holidays and also on EID Festival.

4. That both the parties i.e. appellant & respondent are agreed to the above terms of settlement and hereby settled the matter as per the terms & conditions narrated above.

5. It is therefore the present Appeal is allowed in the above terms and impugned order dated 18.01.2022 passed by the Ld. District Judge –6, Aurangabad in M.A.R.J.I. No. 136/2017 is hereby quashed and set aside.

The decree is drawn in terms of compromise terms.

Hence this compromise petition.

Date 12/12/2022

Appellant

Respondent

Khalil Yunus Sayyed
Shah

Hanif Shah Kasam

Advocate for appellant
respondent

Advocate for

::VERIFICATION::

I, Khalil Yunus Sayyed, Age: 35 Years, Occu:
Private Service, R/o. Near B.S.N.L Tower, Bhavan
(Maniknagar), Tal. Sillod, Dist. Aurangabad, the
applicant herein, do hereby state on oath and
solemn affirmation that, the contents of this
Compromise terms from Para Nos. 1 to 5 and
Compromise Terms A TO F are true and correct to the
best of my knowledge and personal information
and same is read over and explained to me by my
advocate in vernacular language and same is true
and correct.

Hence verified on this 12th day of December,
2022 at Aurangabad.

Identified and

explained by

DEPONENT

(Khalil Yunus Sayyed).

::VERIFICATION::

I, Hanif Shah Kasam Shah, Age: 65 Years, Occu:
Labour, R/O. Plot No. 28, Jatwada Road, In front of
Savera Park, Ektanagar, Aurangabad, the respondent
herein, do hereby state on oath and solemn
affirmation that, the contents of this
Compromise terms from Para Nos. 1 to 5 and
Compromise Terms A TO F are true and correct to the
best of my knowledge and personal information
and same is read over and explained to me by my
advocate in vernacular language and same is true
and correct.

Hence verified on this 12th day of December,
2022 at Aurangabad.

Identified and
explained by

DEPONENT

(Hanif Shah Kasam Shah).