



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 27TH DAY OF JANUARY 2022

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

O.P.No.556 of 2015

and

A.Nos. 6535 of 2016, 8116 of 2017,
1837 of 2019 and 528 of 2020

O.P.No. 556 of 2015:-

In the matter of Guardian & Wards
Act, 1890

And

In the matter of Vihaan Thomas,
Minor Aged about 5 years

Mr. Vivek Thomas Thanuvelil,
Apt.Puri Imperium Tower – 1,
Unit 2705, Guntur,
Setiabudi,
Jakarta, Selatan.

... Petitioner

-Vs-

Ms. Mary John,
No.1, 9th Cross Street,
Karpagam Gardens,
Adyar, Chennai – 600 020.

... Respondent

**A.Nos. 6535 of 2016, 8116 of 2017,
1837 of 2019 and 528 of 2020 :-**

Mr. Vivek Thomas Thanuvelil,
Apt.Puri Imperium Tower – 1,
Unit 2705, Guntur,
Setiabudi, Jakarta, Selatan.

... Applicant/Petitioner
(in all the applications)



-Vs-

Ms. Mary John,
No.1, 9th Cross Street,
Karpagam Gardens,
Adyar, Chennai – 600 020.

... Respondent/Respondent
(in all the applications)

A.No. 6535 of 2016 :-

Application praying that this Hon'ble Court be pleased to pass an appropriate orders pertaining to the visitation rights of Vihaan including his school holidays with his parents and himself in Kerala.

A.No. 8116 of 2017 :-

Application praying that this Hon'ble Court be pleased to take on record the forensic analysis carried out by Infinity Forensics, 35 Tannery Road # 09-05 Ruby Industrial Complex, Tannery Block Singapore 347740 obtained from the Respondents iPhone 3GS (IMEI: 01 198300 912352 6, Serial Number 86939KY83NR) and the Report submitted.

A.No. 1837 of 2019 :-

Application praying that this Hon'ble Court be pleased to pass an appropriate orders pertaining to the visitation rights of Vihaan, including his school holidays, with his parents and himself in India and abroad.



A.No. 528 of 2020 :-

Application praying that this Hon'ble Court be pleased to pass an appropriate orders pertaining to the visitation rights of Vihaan, including his school holidays, with his parents and himself in India and abroad.

This Original Petition along with these applications coming on this day before this court for hearing in the presence of Mr.T.Jayaraman, Advocate for the petitioner in O.P.No.556 of 2015 and for the applicant in A.Nos.6535 of 2016, 8116 of 2017, 1837 of 2019 and 528 of 2020 and Mr.C.A.Theagarajan, Advocate for the respondent in O.P.No. 556 of 2015 and for the respondent in A.Nos. 6535 of 2016, 8116 of 2017, 1837 of 2019 and 528 of 2020, and upon reading the petition filed in O.P.No.556 of 2015 and the order dated 26.02.2020 made in A.Nos. 528 of 2020, 1837 of 2019 and 6535 of 2016 and 8116 of 2017 and the Joint Memorandum of Compromise signed by petitioner and the respondent herein and their respective advocates and the said advocates for the parties hereto praying this Court to pass an order in terms of the Join Memorandum of Compromise morefully setout in the Schedule hereunder, and this Court doth recording the same, **it is ordered as follows:-**



I. That both the parties hereto that being parents of the minor child –

Vihaan Thomas, both the parties hereto, shall have equal parental rights over the minor child, as regards custody, interim custody and visitation rights of the respective parties, it is agreed that the Mary John (Mother) the respondent herein shall have custody of the minor child – vihaan Thomas – and that the Vivek Thomas Thanuvelil (Father) the petitioner herein shall have Interim Custody and visitation rights over the minor child as per the terms of this agreement.

1. That with prior notice to Mary John (Mother) the respondent herein and Vivek Thomas Thanuvelil (Father), the petitioner herein shall be given access to the child whenever he visits Chennai, which is the present respondent, the same shall be duly intimated to the petitioner herein and the respondent herein shall continue to have access to the child at the new place of residence.

2. That as regards over-night interim custody of the minor child with the petitioner (Father) herein, with prior notice, he is entitled to get custody, once in a month, from 9.30 a.m on a Saturday till 7 p.m on the ensuing Sunday, after which the child shall be returned to the respondent (Mother)



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3. That without prejudice to the stipulation in clause (b) herein above, occasionally, the petitioner (Father) herein, shall take interim custody of the minor child from 6.00 p.m. on a Friday and return the child to the respondent (Mother) herein , by 7.00 p.m. on the ensuing Sunday.

4. That with prior notice to the respondent (Mother) herein, the petitioner (Father) herein, shall also be entitled to have interim custody of the minor child for attending any major function being organized or held with the immediate family of the petitioner (Father) herein.

5. That in the event of any emergency occurring to the immediate members of the family of the petitioner (Father) herein, like death, accident or serious illness, the petitioner (Father) shall be entitled to have interim custody of the minor child, without insisting on advance notice and even in an emergency, the petitioner (Father) herein, shall give due regard to the academic studies and examinations of the minor child and shall not cause serious disruption in these matters.

6. That during any such interim custody of the minor child being given to the petitioner (Father) herein, he shall comply with COVID Protocol and all orders issued from time to time by the Government under



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7. That the respondent (Mother) herein, undertakes that COVID Protocol or other orders issued by the Government and in force for the relevant period of visit pertaining to travel restrictions shall not be misused to deny the interim custodial rights of the Respondent over the minor child.

8. That petitioner (Father) herein, shall be entitled to have weekly contact with the minor child by audio and/or visual means giving due regard to the comfortable time schedule of the minor child.

9. That during summer vacation of the School, the petitioner (Father) herein, shall be entitled to have interim custody of the minor child during one half of the vacation, and According to the convenience of the parties, the one-half of the vacation shall be split into two segments for interim custody with the petitioner (Father) herein.

10. That the splitting of the one-half vacation shall be regulated as per the wishes of the minor child after he attains the age of 13 years and the child is free to choose to stay beyond one half of the vacation with the



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11. That the petitioner (Father) herein, shall also be entitled to have interim custody of the minor child during one-half of Christmas vacation and the one half which contains the day of Christmas and the other half which contains the day of New year shall alternatively be spent by the child either with the petitioner (Father) herein, or with the respondent (Mother) herein.

12. That also, During Term Break Holidays in September of every year, the petitioner (Father) herein, shall be entitled to have interim custody of the minor child for one-half of the holidays.

13. That the petitioner (Father) herein, shall be at liberty to take the minor child anywhere in India during the period of interim custody with him till the child attains the age of 13 years, and thereafter, during the period of interim custody, the petitioner (Father) herein, shall be at liberty to take the child out of India, subject to the consent and free will of the minor child.

14. That the respondent (Mother) herein, shall inform the petitioner (Father) herein, about the academic progress of the minor child and other major events of the child that shall be held in the School.



15. That the respondent (Mother) herein, shall inform the school to add the petitioner (Father) herein to all communication with respect to the minor child including but not limited to Parent Teacher Meetings, academic and/or non-academic functions.

16. That the respondent (Mother) herein, shall make earnest efforts to see that the petitioner (Father) herein, is made aware about these functions in advance so that he shall make adequate arrangements to make himself available for the said functions.

17. That the respondent (Mother) herein, and the petitioner (Father) herein, shall jointly apply for a Passport for the minor child and both the parties shall co-operate in this matter, and the original of the Passport shall be retained by the respondent (Mother) herein, on behalf of the minor child, till the minor child attains the age of majority, and a copy of the new passport should be given to the petitioner (Father) herein, and However, for the purpose of enabling the petitioner (Father) herein to take the child abroad, on the child attaining thirteen years of the age, interim custody of the minor's Passports shall be given to the petitioner (Father) herein by the respondent (Mother) herein, and on return, the Passport of the minor child shall be returned to the respondent (Mother).



18. That the respondent (Mother) herein, undertakes that in the event she plans to take the minor child abroad, mandatorily a prior consent to the same has to be obtained from the petitioner (Father) herein.

19. That the petitioner (Father) hereby agreed to pay maintenance at the rate of Rs.30,000/- (Thirty Thousand Indian Rupees) to the child per month and that the respondent (Mother) herein shall be entitled to receive the same for and on behalf of the minor as long as the child resides at his present residence in Chennai.

20. That in the event of change of residence, the payment of maintenance shall be made only if the residential address after change is intimated to the petitioner (Father) herein and the said amount shall be credited to the respondents Bank Account No.67070208680 held in State Bank of India (SBI) Bank, Besant Nagar Branch, (having IFSC Code No.SBIN0003274).

21. That apart from that the petitioner (Father) herein agreed to bear the entire educational expenses of the minor child and that he shall pay the same to the Educational Institution, where the child undergoes his studies,



22. That the respondent (Mother) herein shall have no objection in the petitioner (Father) herein having contact with and maintaining communication with the School Authorities in respect of the academic and non-academic affairs of the minor child.

23. That the respondent and the petitioner herein, be and are hereby withdrawn all the allegations made against each other and also against the members of their respective families.

24. That the respondent and the petitioner herein, be and are hereby relinquished all claims against each other in respect of all the estates, properties, monies, movable and immovable, financial or material now or in the future belonging to the other.

25. That the respondent and the petitioner herein, shall not institute or prosecute any further petitions or complaints against each other and also against the members of their families or make any further claims in view of the settlement reached between the parties by virtue of this Agreement.

26. That it is further agreed to by the parties to this agreement that consensus arrived upon by the parties pertaining to the custody of the minor child as per this agreement is valid only till the minor child attains the age of 18 years.



27. That it is mutually agreed to by the parties that they shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

28. That it is mutually agreed to by the parties that in the event of breach of any of the conditions of this agreement, the parties shall be at liberty to enforce the terms of this agreement before a competent Court of law.

II. That the A.Nos. 6535 of 2016, 8116 of 2017, 1837 of 2019 and 528 of 2020 do stand closed.

SCHEDULE

(JOINT MEMO COMPROMISE)



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ED
09.02.2022

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O.P.No. 556 of 2015
and
A.Nos. 6535 of 2016, 8116 of 2017
1837 of 2019 and 528 of 2020

ORDER

DATED : 27.01.2022

THE HON'BLE MR. JUSTICE
ABDUL QUDDHOSE

FOR APPROVAL: 16.02.2022

APPROVED ON : 16.02.2022



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.01.2022

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

Original Petition No.556 of 2015
A.Nos.1837 of 2019, 6535 of 2016
528 of 2020 and 8116 of 2017

Vivek Thomas Thanuvelil

... Petitioner

Versus

Ms.Mary John

... Respondent

Petition filed under Sections 3,10 and 25 read with Section 10 of the Guardian and Wards Act 1890 and read with Order XXI Rules 2 and 3 of the Original Side Rules.

For Petitioner : Mr.T.Jayaraman

]For Respondent : Mr.C.A.Theagarajan

ORDER

Both the parties have filed a Joint Memorandum of Compromise dated 04.01.2022 and the same has been placed before this Court.



2. The same is recorded. In terms of the Joint Memo of Compromise, this Original Petition is disposed of. The Joint Memorandum of Compromise shall form part of this order. Consequently, connected applications are closed.

Sd./- A.Q.J.,
27/01/2022

//Certified to be true copy//
Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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