



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 02nd DAY OF FEBRUARY 2022

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

O.P.No.408 of 2020

and

A.No.2242 of 2020

In the matter of Guardian and Wards
Act, 1890.

In the matter of Minor child G.Shreiya
born on 03.04.2008

Giri Shankar,
S/o.P.Umakanthan,
E11504, Ozone Greens,
Jalladianpet Perumbakkam Link Road,
Perumbakkam,
Chennai 600 100.

...PetitionerApplicant

-VS-

S.Lavanya
D/o.Late Mr.Sridharan
E-203, Isha Gayathri,
T.Ponambalam Salai,
Kolapakkam, Chennai 600 122.

...Respondent/Respondent

O.P.No.408 of 2020

Original Petition praying that this Hon'ble Court be pleased to:-

a) that the petitioner herein be appointed as the Guardian of the

person of the minor child G.Shreiya born on 03.04.2008.



WEB COPY

b) to grant permanent custody of the minor child G.Shreiya born on 03.04.2008 to the petitioner.

A.No.2242 of 2020

Application praying that this Hon'ble Court be pleased to grant an order of interim custody of the minor child G.Shreiya born on 03.04.2008 to the Applicant/Petitioner permitting him to take the child to the Applicant/petitioner's house from 9 a.m on every Saturday morning and send her back to the respondent on Sunday evening at 6 P.m pending disposal of the main petition.

This Original Petition along with the Application coming on this day before this Court for hearing through Video Conferencing in the presence of Ms.K.Sumathi, advocate for the Petitioner in O.P.No.408 of 2020 and for the Applicant in A.No.2242 of 2020 and Mr.Prashanth Rao for Mr.M.Govindaraju, Advocate for the respondent in O.P.No.408 of 2020 and A.No.2242 of 2020 and upon reading the order dated 30.09.2021 made in A.No.2242 of 2020 in O.P.No.408 of 2020 and the Memorandum of Understanding signed by the 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 Memorandum of



Understanding morefully setout in the schedule hereunder,

It is ordered as follows:-

That the parties hereto have agreed to dissolve their marriage by mutual consent before the Learned Sub Judge, Poonamalle, Thiruvallur Dt.

2. That the Second Party/Petitioner herein undertakes to transfer his property by way of SETTLEMENT DEED bearing Door No. Flat E , 1st Floor, 3rd Block, Harini Paradise, Central Bank Building, Alapakkam main Road, Alapakkam, Chennai-116 in favour of the First Party/Respondent herein to the extent of 30% out of total extent in UDS and remaining 70% in favour of their daughter Shreiya.

3. That the Settlement Deed shall be registered after filing of this petition and prior to the Final Appearance before the Learned Sub Judge, Poonamalle, Thiruvallur Dt.

4. That the Second Party/Petitioner herein agreed to share the final draft of the settlement deed to the First Party/Respondent herein prior to the registration.

5. That the Second Party/Petitioner herein undertakes to deliver the vacant possession of the above said flat to the First Party/Respondent herein prior to the Final Appearance before this Hon'ble Court or he undertakes to transfer the tenancy agreement as well as the caution deposit made by the tenant in favour of the First Party/Respondent herein prior to



the Final Appearance before this Hon'ble Court.

WEB COPY

6. That the Party No.2/Petitioner herein shall clear all the outstanding arrears/dues with respect to TNEB, CMWSSB, Property Tax, maintenance to the association and other statutory obligations pertaining to Flat-E, 3rd Block, Harini Paradise, Central Bank Building, Alapakkam Main Road, Alapakkam, Chennai-600116 at the time of handing over the said property.

7. That the Party No.2/Petitioner herein undertakes to handover to The Party No.1/Respondent hererin all the original documents pertaining to Flat-E, 3rd Block, Harini Paradise, Central Bank Building, Alapakkam Main Road, Alapakkam, Chennai-600116.

8. That the Party No.2/Petitioner herein undertakes to indemnify against any rival claim as against Flat-E, 3rd Block, Harini Paradise, Central Bank Building, Alapakkam Main Road, Alapakkam, Chennai-600116 and bear the litigation expense that may be incurred by The Party No.1/Respondent herein.

9. That the First Party/Respondent herein shall bear Rs.10,000/- (Rupees ten thousand only) towards the cost of registration of the above mentioned property and remaining charges shall be borne by the Second

Party/Petitioner herein.



10. That the First Party/Respondent hererein undertakes that she shall not sell the above mentioned property till Miss.Shreiya attains majority and its open to the First Party can sell thereafter.

11. That both the Parties hereto have given up their right of claim of maintenance against each other.

12. That the Child Shreiya shall be under the permanent care and custody of the First Party/Respondent herein.

13. That the Second Party/Peitioner herein shall have the visitation right to speak with his daughter Shreiya through Zoom Meeting/any other apps fortnightly with prior intimation made to First Party as to the time of such meeting.

14. That the First Party/Respondent herein shall not block the Second Party from contacting the child through Zoom/any other apps meeting and she shall furnish her id pertaining to the platform which she shall maintain in operation.

15. That if the First Party/Respondent herein fails to comply this condition its open to the Second Party/Petitioner herein to initiate appropriate proceedings under the Guardian and Wards Act before the Hon'ble High Court, Madras.

16. That the Second Party/Petitioner herein be and is hereby is



allowed to meet in person and spend 6 hours with his daughter Shreiya once in a month with prior intimation made to First Party/Respondent herein as to the date and time of such visit.

17. That this communication shall be made through email and whatsapp number of the First Party/Respondent herein to her Number 9840974450 and email id lavan1512@yahoo.com.

18. That the First Party/Respondent herein undertakes not to block the Second Party from communicating in the above number and mail id and if the First Party/Respondent herein change her number or mail id she shall communicate the same to the Second Party/Petitioner herein through the present mobile number and mail id furnished and after the Second Party/Petitioner herein gains access on the new number and mail id the First Party/Respondent herein shall delete or abandon the earlier number and mail id furnished as of now namely 9840974450 and lavan1512@yahoo.com.

19. That the Second Party/Petitioner herein undertakes to withdraw the O.P. No. 408 of 2020 and A.No. 2242 of 2020 pending before the Hon'ble High Court of Madras, filed against the First Party seeking custody of their daughter Shreiya by submitting this MOU.



execute the exparte order dated 10.03.2021 against the Second Party/Petitioner herein made in DVC No.4 of 2020 by the Learned Judicial Magistrate, Additional Mahila, Alandur in view of this compromise and she shall file a memo before the concerned Court withdrawing the entire proceedings along with the copy of memo of Compromise.

21. That the 2nd Party/Petitioner herein agreed to relinquish his right as NATURAL GUARDIAN and he further agreed that 1st party/Respondent herein is the only guardian of Miss.Shreiya, this arrangements for the purpose of getting government ID and passport etc.

22. That in future if the 2nd party/Petitioner herein signature or consent required for declaring the custody of Miss.Shreiya, the 2nd party herein agreed to give consent/co-operation for the proceedings.

23. That the First Party/Respondent herein undertakes not to delete the name of the father the Second Party/Peitioner herein or change the initial of the child Shreiya in any of her School, official and Government records.

24. That it is further agreed that either parties shall not have any claim against each other in the future with respect to their respective belongings.

25. That the parties hereto mutually agreed that they shall not



have any claim whatsoever against the movable and immovable property of either party in present or in future.

26. That they further agreed that they shall not involve or indulge in maligning the reputation of each other in any manner either in respect of themselves or with regard to their respective family members in future.

27. That the parties hereto mutually agreed that during the pendency of these proceedings, and in future, each of the parties shall not interfere in the peaceful living of the other while living separately.

28. That both the Parties hereto undertake not to file any other civil or criminal case against each other after the decree of divorce regarding marriage, maintenance and matrimonial life.

29. That it is specifically agreed between the parties herein that the above settlement is full and final settlement between the parties herein and they have no claims whatsoever against each other.

30. That the connected Application No.2242 of 2020 do stand closed.

SCHEDULE
MEMORANDUM OF UNDERSTANDING



KY

05.04.2022

WEB COPY

9

O.P.No.408 of 2020
and
A.No.2242 of 2020

ORDER

DATED : 02.02.2022

THE HON'BLE MR.JUSTICE
ABDUL QUDDHOSE

FOR APPROVAL: 18.04.2022

APPROVED ON: 21.4.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.02.2022

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

**O.P. No.408 of 2020
and A.No.2242 of 2020**

Giri Shankar

... Petitioner

Versus

S.Lavanya

... Respondent

Petition filed under Section 3,7 to 10 and 25 of the Guardian and Wards Act VIII of 1890 read with Rule 2 & 3 of Original side Rules.

For Petitioner : K.Sumathi

For Respondents : Mr.Prashanth Rao
for Mr.M.Govindaraju

ORDER

The Original Petition is filed for the following reliefs:

- a) The petitioner herein may be appointed as the Guardian of the person of the minor child G.Shreiya born on 03.04.2008;
- b) to grant permanent custody of the minor child G.Shreiya born on 03.04.2008 to the petitioner.

2. Both the parties have arrived at a settlement and a



Court. The said Memorandum of Understanding has been filed by the petitioner as well as the respondent and their respective counsels.

3. Both the learned counsels as well as the petitioner are present through video conference today. All of them are agreeable for the settlement in terms of the Memorandum of Understanding dated 27.01.2022.

4. In terms of the Memorandum of Understanding dated 27.01.2022, this Original Petition is disposed of. The Memorandum of Understanding dated 27.01.2022 shall form part of this Order. Consequently, connected Application No.2242 of 2020 is closed.

Sd./-A.Q.J
02.02.2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

From 25th Day of September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decrees in this format.