

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.12991 OF 2023

IN

FAMILY COURT APPEAL NO.20 OF 2014

ANJALI
TUSHAR
ASWALE

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ANJALI TUSHAR
ASWALE
Date: 2023.08.22
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Vaishali A. Shah ..Applicant
IN THE MATTER BETWEEN
Vaishali A. Shah ..Applicant/Appellant/Orig.Petitioner

Versus

Ashish M. Shah ..Respondent (Orig.Respondent)
And

Vishit Ashish Shah ..Respondent

Mr.Malcolm Siganporia, with Mr.Sandeep Dhangar,
Kinjal Upadhyay i/b Jayesh Vyas, Advocates for the
Applicant.

Ms. Kashmira S. Bharucha, with Ms.Asmata I. D'souza
i/b Prasad L. Gajbhiye, Advocates for the Respondent.

Mrs. Vaishali Shah, Applicant is present in-person with
son Mr. Vishit A. Shah.

**CORAM : B. P. COLABAWALLA, J &
M. M. SATHAYE, JJ.**

**DATE : AUGUST 18, 2023
(in chambers)**

P.C.

The above Interim Application is filed seeking the
following reliefs:-

- “a. that pending the hearing and final disposal of the
above Appeal, Respondent No.1 be directed to
reimburse to the Applicant/Appellant, an amount of
Rs.22,18,077/- paid by her towards the educational
expenses of Respondent No.2;

- b. *that pending the hearing and final disposal of the above Appeal, Respondent No.1 be directed to make payment of the balance fees amounting to 5000 Euros i.e. Rs.4,50,000/- to the Applicant/Appellant on or before 1st July, 2023;*
- c. *that pending the hearing and final disposal of the above Appeal, Respondent No.1 be directed to make payment of Rs.9,04,000/- towards (i) Airfare (ii) Stationary, Books, Food, Laundry, Tram Pass, learning Dutch language, etc. and (iii) Laptop to Respondent No.2.”*

2 After the matter was argued for some time, Mr.Siganporia, on taking instructions, submitted that if the Respondent husband is willing to pay the amount of 5,000 Euros, [being the balance fees for the education of their son Mr. Vishit A. Shah at the Antwerp Management School], then, the Appellant will give up prayer clauses (a) and (c) and the entire interim application can be disposed of.

3 Ms. Bharucha, the learned counsel appearing on behalf of the Respondent husband, on taking instructions, stated that if the Appellant is giving up his claim in terms of prayer clauses (a) and (c) reproduced above, then, the husband is willing to pay a sum of 5,000 Euros (Rs.4,50,000) towards their son's education. She has stated that to pay this amount, the Respondent husband will have to redeem certain investments made in mutual funds in India. She has stated that this amount of Rs.4,50,000/- shall be paid by the Respondent husband to the Appellant wife (for

the education of their son) by 25th August, 2023. The said statement is accepted as an undertaking given to this Court.

4 Considering what is stated hereinabove, prayer clauses (a) & (c) of the above Interim Application are dismissed and as far as prayer clause (b) is concerned, it is disposed of in terms of this order. No order as to costs.

5 Mr.Siganporia pointed out that the fees of the said Antwerp Management School have to be paid by 20th August, 2022, failing which the University may levy interest @ 4% per month on the outstanding amount. Considering the peculiar circumstances, we would request the University / Management School to waive the 4% interest, if possible.

6 This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[M. M. SATHAYE, J.]

[B. P. COLABAWALLA, J].