

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

FAMILY COURT APPEAL NO. 28/2016
WITH
CROSS OBJECTION NO. 36 OF 2016
IN
FAMILY COURT APPEAL NO. 28/2016

1. Shri Babanrao S/o. Marotrao Nibrad,
aged 63 years, Occ. Retired Teacher,
2. Sau. Jyoti Babanrao Nibrad,
61, Occ. Household,

Both R/o. Lokamnya Tilak Ward,
Pancharkawda, Tq. Kelapur,
Dist. Yavatmal.

APPELLANTS

VERSUS

1. Smt. Arundhati w/o. Late Nilesh Nibrad,
Aged 32 yrs., Occ. Household,
2. Kumar Sarvesh S/o. Nilesh Nibrad,
aged about 1 yrs, minor through
Natural Guardian mother
Smt. Arundhati w/o. Late Nilesh Nibrad,

Both R/o. C/o. Arvind Mohirkar,
Plot No. 170, Shashtri Layout,
Khamla, Nagpur – 440 025.

**RESPONDENTS/
CROSS-OBJECTORS**

Mr. S. Y. Deopujari, Advocate for Appellants.
Mr. R.M. Pande, Advocate for respondents/cros-objectors.
Mr. S.V. Purohit, Advocate (Mediator)

CORAM : VINAY JOSHI AND
VALMIKI SA MENEZES JJ.

DATE OF JUDGMENT : 18.01.2023

ORAL JUDGMENT (PER VINAY JOSHI, J.)

Heard.

2. This appeal is preferred by the original respondent of petition No. C-6/2014 claiming maintenance under the provisions of Hindu Adoptions and Maintenance Act, 1956. The Family Court has partially allowed the petition whereby awarded maintenance to widow at the rate of Rs. 8,000/- per month and at the rate of Rs. 6,000/- per month to minor son. The appellant No. 1 i.e. father-in-law has been directed to pay accordingly.

3. The said judgment and order of Family Court dated 08.12.2015 is subject matter of this appeal preferred by the parents-in-law of widow. Similarly, respondent/widow has also filed cross-objection seeking enhancement and decree of maintenance against both.

4. During pendency of this petition, this Court has shown indulgence vide order dated 06.12.2022, and referred the matter to the learned Mediator. This Court found it appropriate to refer the matter for mediation since it was a domestic dispute between widow and her parents-in-law. The parties have settled the matter before the learned

Mediator and accordingly prepared settlement terms. The mediation report is submitted about settlement dispute along with terms arrived in between the parties on 10.01.2023. The terms have been signed by all the parties, respective Advocates and by the learned Mediator Mr. S. V. Purohit.

5. Today all parties are present before us. We have specifically verified the contents of settlement from respondent No. 1- widow, who has agreed the terms. She was specifically made aware about the settlement amount and its installment to which she knows fully. The other terms are also explained for which she has no dispute.

6. In view of above, appeal stand disposed of in the form of terms of settlement which is marked as article 'A' along with certificate under Order XXIII Rule 2 of the Code of Civil Procedure. We record the settlement as a undertaking given by the respective parties to this Court. For the sake of convenience, on request, appellant No. 1 is permitted to deposit agreed settlement amount in this Court itself of which respondent No. 1, widow shall be entitled for withdrawal

7. Appeal along with cross-objection stands disposed of in above terms.

(VALMIKI SA MENEZES, J.)

(VINAY JOSHI, J.)

Gohane