

20.09.2024
(D/L-2)
Ct. No.4
(Naba)

**F.A.T. 145 of 2023
With
CAN 1 of 2023**

**Sri Rajeswar Datta
Vs.
Smt. Moumita Datta (nee Roy)**

Mr. Partha Pratim Roy,
Mr. Samrat Chakraborty.
... for the Appellant

Mr. Ananda Gopal Mukherjee.
... for the Respondent

1. The husband was defendant in the suit. The trial court has granted a decree of divorce which is the subject matter of the present appeal.
2. In terms of earlier orders passed during these proceedings, the matter was referred to the Mediation Centre. The process of mediation has been fruitful and resulted in a settlement between the parties as communicated under the Final Report of the Mediator dated 7th September, 2024.
3. The learned counsel representing the parties have, however, submitted that there are some actions required to be taken in terms of the settlement and this Court should grant a reasonable time so as to enable completion of those formalities and to take steps in pursuant to the terms of settlement.

4. Considering the submissions of the learned counsel and upon going through the Final Report of the Mediator, we find that the parties have settled the matter on the following terms and conditions which we propose to reproduce in the present order :

*“1) Husband shall pay an amount of **Rs.10 lakhs** in lieu of which the wife shall transfer her share of the flat to husband’s name.*

Daughter will remain as nominee to the said flat.

2) Taking into account the average urban inflationary trend; the annual increment of salary of father (pegged at 3%), the proposal of annual increment of child maintenance (agreed @8000/- pm) @ 5% remains justified.

3) At present the father (as a natural guardian) is already maintaining an SB a/c with her minor daughter. Once the daughter attains majority, the SB A/c (with daughter as first holder & father as second in E/S mode) will be used for remittance of maintenance amount of Rs.8000/-. Daughter will be provided with the cheque book & also an ATM card (exclusively in her

name) of the said account, for her use. Father will retain SB pass book for updation & records.

If the educational need of the daughter, after class 12, impels her to relocate & stay in a hostel, the maintenance amount will be modified to Rs.3000/- pm (with annual increment @ 5%). As in such case father's liability towards her living expenses will be covered as under point 4.

4) Father shall bear 50% of the financial responsibility of her daughter's education – admission fees, tuition fees (school, institution, coaching classes, home tutors), hostel fees (if any). Or any other fees, for educational/professional courses pursued by daughter. He will also bear 50% of the expenses of her extra curricular activities.

Actuals of receipts, demand notices etc. of all the expenses have to be shared with father.

Father has to be informed, consulted and allowed to participate actively in each and every aspect of daughter's activities.

Due consent and agreement of the father has to be taken into consideration in all

cases where financial implications are involved.

In case of home tutors and coaching classes (including extra curricular), names mobile nos of tutors ought to be shared for interaction.

Father proposes a pool SB a/c (in joint name of father and mother, daughter as nominee) be created with equal contributions from both parents to meet the above mentioned expenses.

5) Father will be bound to carry out the above mentioned (points 3 & 4) financial responsibilities towards daughter till his retirement/daughter's ability to sustain herself/her marriage, whichever is earlier.

6) Even after father's retirement, with reduced income and increasing expenses (on account of old age associated problems) the looming menace of a life threatening disease, the father, like any responsible Indian parent, will always try his best to be a support for his daughter so that she can lead a life of dignity.

Father will continue to provide a maintenance of Rs.8000/- pm (sons annual increment) till daughter is able to sustain

herself or get married. Any further financial support will depend upon his the then financial condition.

In view of such agreement arrived at between the parties the Smt. Moumita Dutta (nee Roy) has agreed to withdraw the following cases :-

- i) GR Case No. 1300 of 2015 (arising out of 498A FIR) pending before the Court of learned 2nd Judicial Magistrate, Barackpore;*
- ii) Misc. Case 288 of 2023; [pending before 4th Judicial Magistrate at Barackpore]*
- iii) Maintenance Case No. 670 of 2019; [pending before 4th Judicial Magistrate at Barrackpore]*
- iv) Misc. Execution Case No. 39 of 2022; [pending before 4th Judicial Magistrate at Barackpore].”*

5. In view of the terms of settlement and since the appeal is not pressed on merits, the same is disposed in terms of the above settlement, allowing the parties time till 31st December, 2024 to complete the requisite process.
6. The appeal and the pending application stand disposed of.

7. The trial court decree is affirmed subject to the above terms and conditions.

(Madhuresh Prasad, J.)

(Apurba Sinha Ray, J.)