



\$~100

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CONT.CAS(C) 169/2025 CM APPL. 6491/2025 CM APPL.**

15528/2025

RAVI KAPOOR

.....Petitioner

Through: Mr. Madhav Khurana, Sr. Advocate
with Mr. Vishvajeet Chaudhary, Mr.
Shaurya Singh, Ms. Mehaak Jaggi
and Ms. Kashvi Bansal, Advocates
with petitioner in person along with
the minor child Master Krishna.

versus

SHIBANI VIG

.....Respondent

Through: Mr. M. Dutta, Sr. Adv. with Mr.
Aditya Guha, Mr. Amod K Soni ,
Advs with respondent in person

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

18.03.2025

%

1. In terms of the previous order dated 17th March 2025, this Court had the occasion to interact with the minor child, *Master Krishna*, who is 11 years of age and born out of wedlock of the petitioner and respondent.
2. The issue before this Court relates to non-compliance with order dated 1st February 2021, pursuant to the settlement agreement arrived at between the parties dated 31st August 2020, to iron out all disputes that had arisen out of matrimonial discord.
3. It had been agreed in the settlement, which formed part of the decree, that till the end of the academic year 2024-25, respondent (*mother*) shall



have primary custody, and after the end of academic year 2024-25, the petitioner (*father*) shall have exclusive custody. It is also stated that respondent shall not claim custodial rights of the child after the end of academic year 2024-25. This is stated so in *paragraph 4* of the said agreement.

4. The academic year 2024-25 is now over, and the next academic year is now about to begin. Petitioner, due to his work as a Pilot with *Fly Dubai*, has been residing in Dubai for the last three years. It is also not disputed that the child, *Master Krishna*, while being in custody of his *mother*, had been visiting his *father* in Dubai on various occasions and had travelled unaccompanied.

5. *Master Krishna* has not indicated the slightest resistance to being in Dubai with his *father*; therefore matters as they stand are in consonance with terms of the agreement arrived at between his parents.

6. The visitation aspects have been agreed upon between the parties and encapsulated in *paragraphs 5* and *6* of settlement, which are extracted as under:

That it is agreed that during the child's custody period in terms of clause 3 above, that the Party of the Second Part shall be entitled to full visitation rights qua the child. The Party of the Second Part shall be allowed to visit the child at any appropriate time provided that an advance notice of at least 24 hours is given to the Party of the First Part either through telephone or in writing through emails/instant messaging apps. Besides, *Master Krishna* shall stay with the Party of the Second Part during his winter vacation. Notwithstanding the vacation period, the child shall stay with the Party of the Second Part for the months of December and January (8 weeks) in light of his health condition during

(Handwritten signature)
T. A. ...
...



these worst air pollution months in Delhi, subject to the Second Party ensuring that for these months the child's education/schooling at his school (Ukti Waldorf) is not affected. Apart from the aforementioned, all other vacation periods of the year shall be shared equally between both the parties in a manner which ensures that the child has balanced interaction with both sides of the parties and their families, specifically for major personal milestone events (birthdays, ceremonies, etc.) and festivals (Diwali, Christmas, Holi, etc.) on mutual agreement.

6. It is agreed between the parties that the Party of the Second Part will arrange for the child's travel through air-transport between Delhi and Bangalore whilst the primary custody of the child is with the Party of the First Part (until the end of the academic year 2024-25).
7. It is understood between the parties that the same arrangement shall apply '*inversely*' regarding the visitation of respondent (*mother of the child*) in Dubai.
8. Considering that *paragraph 5* and *6* of the settlement deed visualised the situation when visitation was to be in Bangalore, the parties agree to the following modified terms for the purposes of executing settlement between the parties, considering that the child is now to be in Dubai:
 - a. Since the academic session is yet to commence in schools in Dubai, the child shall be with respondent (*mother*) till 31st March 2025;
 - b. In April 2025, the child will travel along with his *father* (petitioner) to Dubai to commence process of his admission to a school and will be resident there;
 - c. Between 10th May 2025 and 21st May 2025, the child will be visiting India, escorted by his *father* at his expense;



- d. At other times, respondent will indicate a month in advance to petitioner as to the date on which she would like to visit the child in Dubai; the airfare for her tickets shall be borne by the petitioner;
- e. Respondent agrees that she will not request more than one visitation in Dubai per quarter of the calendar year;
- f. In the event, that in any quarter of the year, the child is escorted to India, necessity of the *mother* travelling to Dubai may not arise. Whenever in India, the *mother* will be given full interaction with the child.
- g. Respondent shall be entitled to speak/interact with the child at any given point of time, through video calls/voice calls, at times when the child would be available (since he would have his own schedule of school and extra-curricular activities), which shall be reasonably agreed to between petitioner and respondent;
- h. During the school '*summer break*', the child shall have the right to be with his *mother* (respondent), at least for $3/4^{th}$ of the summer vacation. The responsibility and expense for escorting child to the *mother* in India shall be that of the *father* (petitioner).
- i. Apart from the above, all other vacation periods of the year shall be shared equally between both parties in a manner that ensures that the child has balanced interaction with both sides of the family, specifically for major personal milestone events (*birthdays, ceremonies etc.*) and festivals (*Diwali, Christmas, Holi etc.*) on mutual agreement.
- j. Since the child is suffering from some health issues and considering the air pollution in Delhi, the school *winter break* shall be shared on



the basis that the *mother* will visit the child in Dubai, and may vacation with him, in Dubai or elsewhere, for the period that is allocated to her.

9. Both the petitioner and respondent are present in the Court and the above modified settlement, in view of the child now to be in Dubai, have been agreed to between the parties and in their presence.

10. Passport of the child is with the respondent, which will be handed over to the petitioner (*father*) and an affidavit not objecting to grant of the child's *visa* and visit.

11. A note of appreciation is recorded for the *Mr. M. Dutta* and *Mr. Madhav Khurana*, Senior Counsel for the respective parties, the instructing counsel, and the parties themselves for having arriving at the modified terms of settlement, keeping the interest of the child as paramount.

12. This petition stands disposed of with these directions and observations.

13. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 18, 2025/sm/tk