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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-11-2026

CORAM

THE HON'BLE MR.JUSTICE P.B. BALAJI

OP No. 300 of 2025

CNR: {HCMA010569962025}

Case QR

Maria Nancy Catherine
D/o.Maria George David,
Capital Student Stay,
8, Capital Street,
Mawson Lakes - 5095, Australia,
Rep. by her Power Agent,
M.Maria Jancy Diana,
W/o.Harry Manoj Sharma,
No.11, Amman Pogada Lane,
Sevenwells, Chennai - 600 001.

..Petitioner(s)

Vs

1. David Jebaraja and 2 Others
   S/o.Anthony Raj,
   No.45A, Second Floor - S1,
   Kasthan Gori Street,
   Adambakkam, Chennai - 600 088.
2. Anthony Raj
   S/o.Apollo Raj,

3. Selva Suganthi
   W/o.Anthony Raj,
   Both R2 and R3 are residing at
   No.15, Muthiyal Street,
   Alandur, Chennai - 600 016.

..Respondent(s)

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a) To appoint the petitioner as a guardian of the person of the minor child D.Elijah Samuel Raj

b) To grant the petitioner, the permanent custody of the person of the minor child D.Elijah Samuel Raj born on 15/11/2011 now 12 years old

c) To permit the petitioner to take the minor outside along with her to Australia the jurisdiction of this Hon'ble Court.

For Petitioner(s): Ms.M.Akila

For Respondent(s): Ms.Shabnam Banu

ORDER

Pending Original Petition, the parties have been taking time to negotiate an amicable settlement.

2. Today, the counsel for the petitioner and the respondents placed before me a Memorandum of Compromise dated 19.11.2026 and also a Memo dated 23.11.2026 duly signed by the petitioner and the first respondent and their respective counsel.

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3. Learned counsel for the parties state that in terms of the compromise, the custody of the minor child D.Elijah Samuel Raj has also been handed over to the petitioner. Learned counsel request that the Memo of Compromise may be recorded appointing the petitioner as sole guardian of the minor child having sole legal and physical custody as well and also recording that the respondents have no objection for the permanent re-location of the minor child to Australia and reside with the petitioner.

4. In the Memo, it is also requested the Court to declare that the petitioner would be entitled to independently apply and obtain Passport, Visa and Immigration approvals and other travel and residency permission required by the minor child without any further consent from the respondents. The Memorandum of Compromise dated 19.11.2026 and the Memo dated 23.11.2026 are scanned and re-produced hereunder for ready reference:

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தமிழ்நாடு TAMILNADU
18/11/2026 Maria Nancy Catherine
FG 862376
K. CHANDRASEKAR
STAMP VENDOR
L. No: 1057-16/ஆ 7/2021
Singapore Plaza, No: 164, Linghi Chetty Street
BROADWAY, CHENNAI-600 001
Cell: 96000 61939

MEMORANDUM OF COMPROMISE

This Memorandum of Compromise entered at Chennai, on this the 19th day of November 2026, between

Ms. Maria Nancy Catherine, daughter of Mr.Maria George David, Christian, aged about 40 years, residing at Capital Student Stay, 8, Capital Street, Mawson Lake - 5095, Australia, hereinafter called the Party of the First Part.

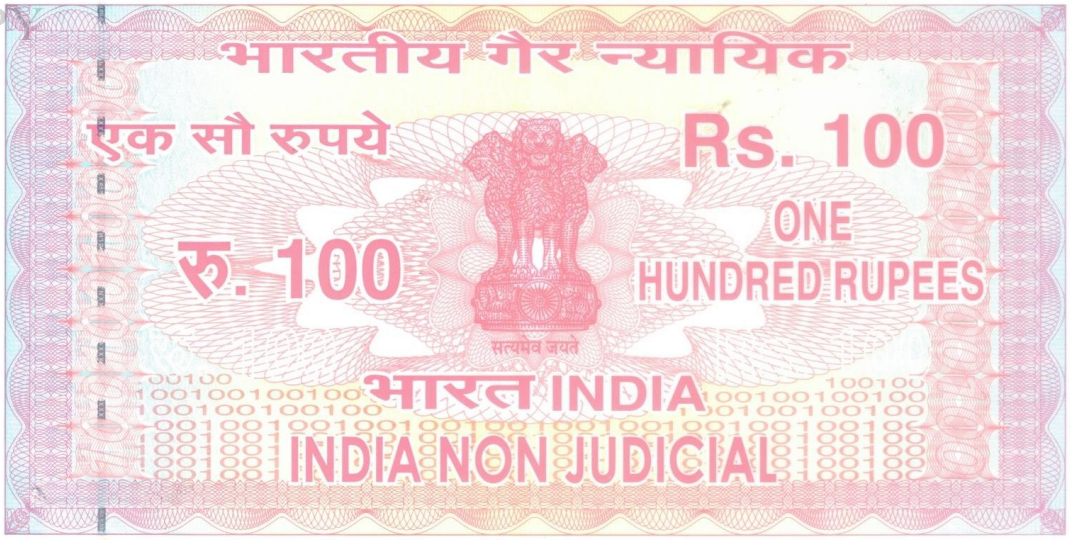
AND

Mr. David Jebaraj, son of Mr. Anthony Raj, Christian, aged about 44 years, residing at No. 45A, Second Floor - S1, Masthan Gori Street, Adambakkam, Chennai – 60008, and hereinafter called the Party of the Second Part.

NOTARY R. RAMESH CHENNAI TAMILNADU REGN. NO. 5425 GOVERNMENT OF INDIA 19.11.26

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தமிழ்நாடு तमिलनाडु TAMILNADU

18/11/2026 Maia Nancy Catherine

FG 862377

A. CHANDRASEKAR
STAMP VENDOR
L. No: 1057-16/3A 7/2021
Singapore Plaza, No: 164, Linghi Chetty Street
BROADWAY, CHENNAI-600 001
Cell: 96000 61939

The Party of the First Part filed G.W.O.P.No. 300 0f 2025, on the file of Hon'ble Madras High Court of Judicature at Chennai, for custody of the minor child D.Elijah Samuel Raj, who is presently in the custody of the Party of the Second Part. During the pendency of the aforesaid proceedings, the Party of the Second Part has voluntarily agreed to hand over the custody of the minor child D.Elijah Samuel Raj, to the sole custody and care of the Party of the First Part.

Accordingly, the parties have mutually agreed that the custody of the minor child shall be handed over by the Party of the Second Part to the Party of the First Part on this day .i.e., the date of execution of this Memorandum of

NOTARY R. RAMESH CHENNAI TAMILNADU REG.NO.5425 GOVERNMENT OF INDIA 19.11.26

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Compromise, in terms of the mutual understanding and the terms and conditions mutually agreed upon by both parties and set out hereunder.

1. The Party of the first Part and the Party of the Second Part are the parents of the minor male child, namely, **D.Elijah Samuel Raj** born on 15th November, 2011. The minor child is presently under the care and custody of the Party of the Second Part.

2. The Party of the First Part had instituted the above proceedings before this Hon'ble Court under the provisions of the Guardians and Wards Act, 1890, seeking custody and guardianship of the minor child. During the pendency of the above proceedings, the parties have amicably resolved the issues relating to the custody, guardianship and future welfare of the minor child.

3. The Party of the Second Part expressly consents to the Party of the first Part being granted sole legal and physical custody of the minor child, namely D.Elijah Samuel Raj and being appointed as the sole guardian of the minor child.

4. The Party of the First Part shall have exclusive control, custody, guardianship and parental responsibility in relation to the minor child and shall be entitled to take all decisions concerning his welfare, upbringing and future, including matters relating to education, healthcare, medical

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treatment, residence, travel, relocation, immigration, passport, visa and all other aspects of the minor child's life.

5. The Party of the Second Part shall forthwith hand over the physical custody of the minor child to the Party of the First Part together with all original documents and records pertaining to the minor child in his possession, including but not limited to the birth certificate, Aadhaar card, educational records, transfer certificates, medical records and any other documents relevant to the child's identity, education and health.

6. The Party of the Second Part expressly consents to and has no objection to the minor child permanently relocating from India to Australia to reside with the Party of the First Party. The Party of the First Part shall be entitled to determine the minor child's place of residence and is authorised to take the minor child out of India and establish his permanent residence in Australia.

7. The Party of the Second Part expressly consents to the Party of the First Part independently applying for and obtaining the minor child's passport, visa and other necessary travel and immigration permissions for his relocation to Australia, and to signing and submitting all applications, declarations and documents required in connection therewith on behalf of the minor child, without requiring any further consent or signature from the Party of the Second Part.

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8. The Party of the Second Part agrees to extend his cooperation and execute without delay any further consent, declaration or document that may specifically be required from him by the concerned authorities in connection with the minor child's passport, visa, or relocation to Australia.

9. The Party of the First Part agrees that as the Party of the Second Part agrees for all the above stated averments, this Party of the First Part takes sole responsibility of the child's welfare from day one of receiving the custody i.e., from this date of executing the Memorandum of Compromise.

10. This Party of the First Party assures that she will not claim any maintenance or any form of monetary benefits for the welfare of the child from the Party of the Second Part herein.

11. The Party of the Second Part may communicate with the minor child through phone calls every Sunday at a mutually convenient time having regard to the child's schedule and availability.

12. The Party of the First Part may keep the Party of the Second Part reasonably informed of significant developments in the child's life, including matters relating to education and health.

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13. In the event the minor child visits India, the Party of the Second Part may meet the child during such visit, at mutually agreed dated and times, having due regard to the child's schedule and convenience.

14. The Party of the First Part agrees to withdraw all the allegations against the Respondents in the O.P.No.300/2025 stated in the petition filed.

15. The parties state that this compromise has been entered into voluntarily, of their own free will, without coercion, undue influence or pressure from any person and solely keeping in view the welfare and best interests of the minor child.

The parties have signed this Memorandum of Compromise on the date and place first above mentioned with mutual consent of both the Parties voluntarily without any force, coercion, undue influence and threat by either parties hereto or from any other persons.

Party of the First Part

Party of the second Part

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19.11.26

R. RAMESH, B.A., B.L.,
ADVOCATE & NOTARY PUBLIC (GOVT. OF INDIA)
COMMISSIONER OF OATHS, HIGH COURT, CHENNAI.
77, ADDL. LAW CHAMBERS,
HIGH COURT BUILDINGS, CHENNAI-104.
Mobile : 94441 13222

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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)

G.W.O.P.No. 300 of 2025

In the matter of Guardian & Wards Act 1890

and

In the matter of Minor D.Elijah Samuel Raj born on 15.11.2011

Maria Nancy Catherine,
D/o.Maria George David,
Capital Student Stay,
8, Capital Street,
Mawson Lakes-5095, Australia
Rep by her Power Agent,
M.Maria Jancy Diana,
W/o Harry Manoj Sharma,
No:11, Amman Pogada Lane,
Sevenwells, Chennai 600 001. ...Petitioner

-Vs-

1. David Jebaraja,
S/o.Anthony Raj,
No.45A, Second Floor –S1,
Kasthan Gori Street.
Adambakkam, Chennai – 600 088

2. Anthony Raj,
S/o.Apollo Raj

3. Selva Suganthi
W/o Anthony Raj

Both R-2 & 3 are residing at
N.15, Muthiyal Street,
Alandur, Chennai – 600 016 ...Respondents

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MEMO

It is humbly submitted by the Petitioner and First Respondent herein, that they both mutually agreed for a compromise between them regarding the custody of the minor child D.Elijah Samuel Raj, for which the First Respondent voluntarily agrees to hand over the custody of the minor Child to the Petitioner herein in terms of the Memorandum of Compromise entered between them on 19/11/2026 with mutual consent of both of them, likewise the custody of the minor child was handed over to the petitioner by the first respondent on 19/11/2026. The original copy of the Memorandum of Compromise is also filed along with this Memo.

It is therefore prayed that this Hon'ble Court may be pleased to:

(a) record this Memo of Compromise; by appointing this Petitioner as the sole guardian of the minor child; by granting this Petitioner as sole legal and physical custody of the minor child; by recording the Respondent's consent and no objection to the permanent relocation of the minor child to Australia with the Petitioner;

(b) declare that the Petitioner shall be entitled to independently apply for and obtain the passport, visa, immigration approvals and all other travel and residency permissions required for the minor child, without any further consent from the Respondents; and

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(c) pass such further orders as this Hon'ble Court may deem fit and proper in the interests of the minor child.

Dated at Chennai on this the 23rd day of November, 2026

PETITIONER

FIRST RESPONDENT

COUNSEL FOR PETITIONER

COUNSEL FOR FIRST RESPONDENT

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5. The parties are also present and they have also affirmed that they have signed the compromise voluntarily and without any coercion or under any duress.

6. Recording the Memorandum of Compromise, G.W.O.P.No.300 of 2025 is ordered. The Memorandum of Compromise dated 19.11.2026 and the Memo dated 23.11.2026 shall form part and parcel of the order in the Original Petition.

No costs.

23-11-2026

SR

Index:yes/no
Website:yes/no
Speaking Order/Non-speaking Order

Note: Issue Order copy on 24.11.2026.

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P.B.BALAJI, J.

SR

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