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Bonny vs Mary Rani

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Court : Kerala

Decided On : May-28-2024

Judge : Honourable Mr. Justice Raja Vijayaraghavan V,Honourable Mr. Justice P.M.Manoj

Appeal No. : Mat.Appeal/212/2023

Appellant : BONNY

Respondent : Mary Rani

Judgement :

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT THE HONOURABLE MR. JUSTICE RAJA VIJAYARAGHAVAN V & THE HONOURABLE MR. JUSTICE P.M.MANOJ TUESDAY, THE 28TH DAY OF MAY 2024 / 7TH JYAISHTA, 1946 MAT.APPEAL NO. 212 OF 2023 AGAINST THE JUDGMENT DATED 28.02.2022 IN OP NO.634 OF 2009 OF FAMILY COURT, ERNAKULAM APPELLANT/RESPONDENT: BONNY AGED 61 YEARS,S/O.LATE FRANCIS, PARAMEL HOUSE, KAMBIVELIKKAKAM, COLONY BUS STOP, PADAMUGAL, KAKKANADU KARA, VAZHAKKALA VILLAGE, KANAYANNUR TALUK, ERNAKULAM DISTRICT, PIN - 682001

C.A.CHACKO C.M.CHARISMA BABU V.P. RESPONDENTS/PETITIONERS: 1 MARY RANI AGED 53 YEARS D/O.CHIRAMEL PAPPACHAN, ELAMAKKARA DESOM, 2 RIBI BONNY AGED 32 YEARS D/O.BONNY, CHIRAMMEL HOUSE, ELAMAKKARA DESOM, 3 BOBBY AGED 26 YEARS S/O.BONNY, CHIRAMMEL HOUSE, ELAMAKKARA DESOM, SHIJU VARGHESE SACHU THOMAS(K/175/2022) THIS MATRIMONIAL APPEAL HAVING COME UP FOR FINAL HEARING ON 28.05.2024, ALONG WITH Mat.Appeal.223/2023, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT THE HONOURABLE MR. JUSTICE RAJA VIJAYARAGHAVAN V & THE HONOURABLE MR. JUSTICE P.M.MANOJ TUESDAY, THE 28TH DAY OF MAY 2024 / 7TH JYAISHTA, 1946 MAT.APPEAL NO. 223 OF 2023 AGAINST THE JUDGMENT DATED 28.02.2022 IN OP NO.532 OF 2009 OF FAMILY COURT,ERNAKULAM APPELLANT/1ST RESPONDENT: BONNY AGED 61 YEARS S/O.LATE FRANCIS, PARAMEL HOUSE, KAMBIVELIKKAKAM, COLONY BUS STOP, PADAMUGAL, KAKKANADU KARA, VAZHAKKALA VILLAGE, KANAYANNUR TALUK, ERNAKULAM DISTRICT, PIN - 682001

C.A.CHACKO C.M.CHARISMA BABU V.P. RESPONDENTS/PETITIONER & RESPONDENTS 2 TO 4: 1 MARY RANI AGED 53 YEARS D/O.CHIRAMEL PAPPACHAN, ELAMAKKARA DESOM, 2 FRANCIS (DIED) PARAMEL HOUSE, THEVACKAL, THRIKKAKARA.P.O., VAZHAKKALA VILLAGE, KANAYANNUR TALUK, ERNAKULAM DISTRICT, PIN - 682021 (DELETED) 3 SHERLY ANTONY W/O.LATE ANTONY & D/O.LATE FRANCIS, PARAMEL HOUSE, KAMBIVELIKKAKAM, COLONY BUS STOP, PADAMUGAL, KAKKANADU KARA, VAZHAKKALA VILLAGE, ERNAKULAM, NOW RESIDING AT NADUVATHEZHATHU HOUSE, THEVAKKAL.P.O.,

ERNAKULAM DISTRICT, PIN - 682021(DELETED). 4 FLIPPY ANGEL W/O.ANGEL & D/O.LATE FRANCIS, PARAMEL HOUSE, KAMBIVELIKKAKAM, COLONY BUS STOP, PADAMUGAL, KAKKANADU KARA, VAZHAKKALA VILLAGE, ERNAKULAM, NOW RESIDING AT PAVANATHARA HOUSE, VARAPUZHA, ERNAKULAM DISTRICT.PIN - 683517 (DELETED) RESPONDENTS 2 TO 4 ARE DELETED FROM THE PARTY ARRAY AS PER ORDER DATED 23/05/2024 IN IA NO.2/2024 IN MAT.APPEAL 223/2023. BY ADV SHIJU VARGHESE THIS MATRIMONIAL APPEAL HAVING COME UP FOR ADMISSION ON 28.05.2024, ALONG WITH Mat.Appeal.212/2023, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

JUDGMENT

(Mat Appeal Nos. 212 of 2023 & 223 of 2023)

Raja Vijayaraghavan, J.

Mat.Appeal No. 212 of 2023 is filed by the appellant challenging the

order passed by the Family Court, Ernakulam in O.P. No.634 of 2009 on the

files of the said Court.

2. Mat. Appeal No. 223 of 2023 is filed by the appellant seeking to overturn the judgment and decree in O.P No.532 of 2009 on the files of the Family Court, Ernakulam.

3. When these matters came up for admission before this Court, this

Court by order dated 08.04.2024 had ordered the parties to undergo mediation. The parties were able to resolve the entire disputes and they have executed a Memorandum of Agreement under Section 89 of the Code of Civil Procedure r/w. Rule 24 and 25 of the Civil Procedure (Alternative Dispute Resolution) Rules, 2008.

4. We have considered the Memorandum of Agreement that has been placed on record. We do not find that any of the terms therein are unlawful.

5. Having regard to the facts and circumstances, we are of the view

that these matters can be disposed of in terms of the Memorandum of Agreement. Accordingly, these appeals are disposed of in terms of the Memorandum of Agreement entered into between the parties. The Memorandum of Agreement shall form part of the judgment. Sd/- RAJA VIJAYARAGHAVAN V JUDGE Sd/- P.M.MANOJ JUDGE APM/28/5/24

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