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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

NOTICE OF MOTION NO. 9 OF 2018

IN

PARSI SUIT NO. 8 OF 2017

Nahida Rishad Cooper

...Plaintiff

Versus

Rishad Darayas Cooper

...Defendant

**Mrs Taubon F Irani, with Disha Sheth, for the Plaintiff.
Mr Sanjay Bhojwani, for the Defendant.**

CORAM: G.S. PATEL, J

DATED: 16th August 2018

PC:-

1. There is a statement of expenses claimed by the Plaintiff-mother, Nahida, in relation to the minor son, Marc. I have heard Mrs Irani for the Plaintiff and Mr Bhojwani for the Defendant on this list. I am taking this list on record and marking it "X" for identification with today's date.

2. As I have noted previously, there was a detailed judgment of RG Ketkar J of 22nd September 2017 in regard to custody and access of the minor, Marc. I am only noting this for completeness because that is not an issue before me at all. It is sufficient, therefore, to note that although at the time Marc was with Nahida in

Mumbai and was enrolled at the Maneckji Cooper School, he is now in Pune and studies at the Bishop School. Nahida has custody. RG Ketkar J's order places a condition to the effect that Nahida is to give Rishad, the Defendant, access and visitation rights and to permit Rishad to monitor Marc's education in the Bishop School. The question of custody is before the Principal District Judge in Pune. Those orders and proceedings will remain unaffected by the present application and by this order.

3. However, I will note Mr Bhojwani's statement and undertaking on behalf of the Defendant that no application will be made to any Court whether here or in Pune without sufficient notice to the Plaintiff's Advocates as previously clarified. Ms Irani similarly states that her client will not move any court without prior notice. This is important because in the contest between the two adults, it is my endeavour to ensure that the minor is not traumatised.

4. While on this subject I noticed that Mrs Irani has a claim for contribution of Rs. 4,000/- per month towards expenses on a therapist. Marc is stated to be consulting a clinical psychologist. These expenses are from 16th July 2017 to 9th May 2018 and I am told that Marc's clinical psychologist is Ms Neha Patel. He visits her whenever he is in Mumbai. There does not seem to be any discernible periodicity to this consultation. The dates in the list marked "X" show a higher frequency for the months of July and August 2017 but only one visit in September 2017, two in October 2017, one in November 2017 and a solitary one in early January 2018, followed by one several months later around mid-May 2018. Mr Bhojwani disputes Marc's requirement for any consultation at

all. I will make no order on this aspect of the matter until I have a reliable report which persuades me to accept that Marc does not in fact require some clinical therapist or form of counselling. In this connection I am constrained to observe that neither parent should be too quick to subject Marc to any such professional intervention unless absolutely essential. I expect these adults to conduct themselves with dignity and restraint around the minor, and not to use him as a means to target or injure the other. Whatever be the issues between Nahida and Rishad, Marc at least is wholly innocent.

5. There are in this list several items that relate to the Bishop School. Item A relates to expenses paid by Nahida when Marc was in the Cooper School. I am unable to accept this as being an ongoing monthly requirement and I will, therefore, not accept any claim in this regard. Apart from anything else the entire question of Nahida shifting Marc to the Cooper School in Mumbai was the subject matter of dispute before Ketkar J and I will not venture into that area again even indirectly. It is sufficient to note Mr Bhojwani's statement on instructions that the Defendant, Rishad will bear and pay all expenses related to or routed through the Bishop School in Pune, whether this is towards tuition, additional expenses, books, further activities, field trips, summer camps etc. These will all be paid without exception by the Defendant.

6. The school bus system does not serve the area where Nahida resides with Marc, i.e. at Bund Garden. She is, therefore, required to make private arrangements for Marc to be dropped of and picked up from the school. These expenses are estimated at a reasonable Rs. 4,000/- per month. I see no reason why Rishad should not be

required to pay the 50% of these expenses. It is correct that the Plaintiff, Nahida, herself is not earning but both parents must shoulder some responsibility. Further, there is the fact that today custody is with Nahida.

7. As to the question of medical expenses and personal expenses for Marc, these are listed at items E and F of the list. Mr Bhojwani makes a statement on instructions that the medical expenses will be paid for by the Defendant against actuals. I will return a little later in this order to the establishing of a system or protocol for the submission or presentation of these bills and their payments.

8. Marc is enrolled in a swimming class, a robotics class and enjoys cycling, all of which have certain attendant expenses. The expenses for cycling are relatively minor and at least for now need not be addressed though I will leave all contentions open. Rishad will pay the costs of the swimming and robotics classes. There are also football coaching and elocution classes. Having regard to the financial position of the parties, the Defendant will make payment of the fees for both these classes as well.

9. Item K in the list is also in regard to holidays or trips organised through school or scouts organisation. This will be treated as part of the educational expenses for Marc.

10. Items L and M are again matters on which I cannot, I think, make an order at this stage for any lump-sum. There is no doubt that Marc will have some expenses on purchase of toys, gifts, occasional

outings etc. I will note Mr Bhojwani's statement that on production of a periodical statement of expenses with sufficient supportings periodical, a 50% contribution by the Defendant will not be unnecessarily withheld. This will also apply to the items listed in item N for additional expenses.

11. Item O is said to be expenses of Rs. 6,000/- per month for educational tuition fees, coaching classes and academic help. There are no particulars provided. At the minimum a receipt will be necessary.

12. As to the system to be followed for contribution against actuals, Mrs Irani or the Plaintiff's Advocates in Pune will ensure that a monthly statement of accounts properly drawn up with copies of such supportings as are available will be sent to Mr Bhojwani on or before 5th day of each month. Mr Bhojwani's client, the Defendant, will ensure that payment is made in accordance with this order within seven days thereafter. This does not include the Defendant's obligation to pay for school and schooling related expenses. These will be paid monthly (or as required) on presentation of actual bills from the school.

13. This order is without prejudice to all proceedings pending adjudication before the learned Principal District Judge at Pune.

14. Liberty to the parties to apply.

(G. S. PATEL, J)