

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.11.2017

CORAM

THE HONOURABLE MRS. JUSTICE PUSHPA SATHYANARAYANA

Tr.C.M.P.No.451 of 2017

and

C.M.P.No.9240 of 2017

S.Zeenath Ameetha Parveen ... Petitioner

Vs.

Andamuthu Sivakumar ... Respondent

Prayer: Petition filed under Section 24 of the Civil Procedure Code praying to withdraw S.M.O.P.No.38 of 2017 from the file of the Family Court, Erode and transfer the same to the Family Court, Chengalpet.

For Petitioner : Mr.K.J.Parthasarathy

For Respondent : Mr.A.Selvendran

O R D E R

The Tr.C.M.P is filed by the petitioner-wife seeking transfer of S.M.O.P.No.38 of 2017 pending on the file of the Family Court, Erode to the file of the Family Court, Chengalpet. The respondent-husband filed S.M.O.P.No.38 of 2017 on the file of the Family Court, Erode for dissolution of marriage solemnized between the petitioner and respondent on 03.01.2007.

2. By order of this Court dated 28.07.2017, the matter was referred to the Mediation Centre, High Court, Madras. Before the Mediation Centre, the parties have resolved their disputes and had entered into a Memorandum of Compromise on 12.10.2017. The parties are willing to abide by the said terms of Memo of Compromise. The petitioner-wife and the respondent-husband signed in the said Memorandum of Understanding. The Memorandum of Compromise has also been signed by the learned counsel for the petitioner and the respondent.

3. The terms of memorandum of compromise are recorded, which is as follows:

1) The respondent and petitioner are mutually willing to dissolve their marriage and further agreed that both will not interfere in each one of their future life.

2) Both parties have agreed that during at the time of legal proceeding, both parties will make their presence before the appropriate Court when it deems to be necessary and extend their cooperation to complete the legal proceeding amicably.

3) That the respondent will pay a sum of Rs.17,00,000/- (Rupees Seventeen lakhs only) to the petitioner in full and final settlement towards all her past, future and present claims of maintenance and permanent alimony, jewellery. The said amount of Rs.17,00,000/- will be paid in the following manner;

a) Rs.2,00,000/- (Two lakhs only) is paid today (12.10.2017) by way of cheque drawn on City Union Bank, Tiruchengode branch, dated 12.10.2017 bearing No.188882.

b) Rs.8,50,000/- (Eight lakhs fifty thousand only) will be paid by the respondent to the petitioner by way of demand draft No.204710 dated 10.10.2017, drawn on Canara Bank, Thingalur Branch at the time of filing the mutual consent petition.

c) The remaining amount of Rs.6,50,000/- (Six lakhs fifty thousand only) will be paid to the petitioner by the respondent on the date of obtaining the decree.

4) The respondent's father has also settled land situated at Rs.No.No.46/2, Madathupalayam Village, measuring about 077.0 hectares to the 2nd party herein.

5) That the respondent's father out of his love and affection has already settled a property in the name of the minor child on 01.06.2011 by a registered settlement deed, registered as Document No.1358 of 2011 and the said registered document has also been handed over to the petitioner herein.

- 6) That the respondent will take care of the educational expenses of the minor child and the petitioner will pay the LIC policy premium which is in the name of the minor child.
- 7) That the petitioner will have the custody of the child and the respondent will have the visitation rights to meet the minor child once in a month at a common place.
- 8) Apart from this amount the petitioner will not claim any jewellery or any other items. The petitioner further agrees that this is full and final settlement.
- 9) Both the parties agree to file the mutual consent before the concerned District Court and the respondent agrees to withdraw the S.M.O.P.No.38 of 2017 on the file of Principal District Judge, Erode and the petitioner agrees to fully co-operate with the filing of the mutual consent petition.
- 10) It is further agreed that after the execution of the terms and conditions stated above there shall be no claim left between the parties against each other in any manner whatsoever. The petitioner shall not raise any claim or right over the properties immovable or movable of the respondent or his parents and relatives in future.
- 11) Both the parties have executed the above compromise before the Mediator without any force, coercion, misrepresentation, pressure from any corner and after going through and understanding the contents of the same.

4. In view of the above Mediation Settlement Agreement arrived at between the parties, the Transfer Civil Miscellaneous Petition is disposed of. The above said terms of agreement are recorded. The Memorandum of Compromise dated 12.10.2017 and the Mediation Report dated 12.10.2017 of the Mediation Centre, shall form part of the order. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Asst.Registrar (CS V)

/true copy/

Sub Asst. Registrar

To

1. The Judge, Family Court, Erode

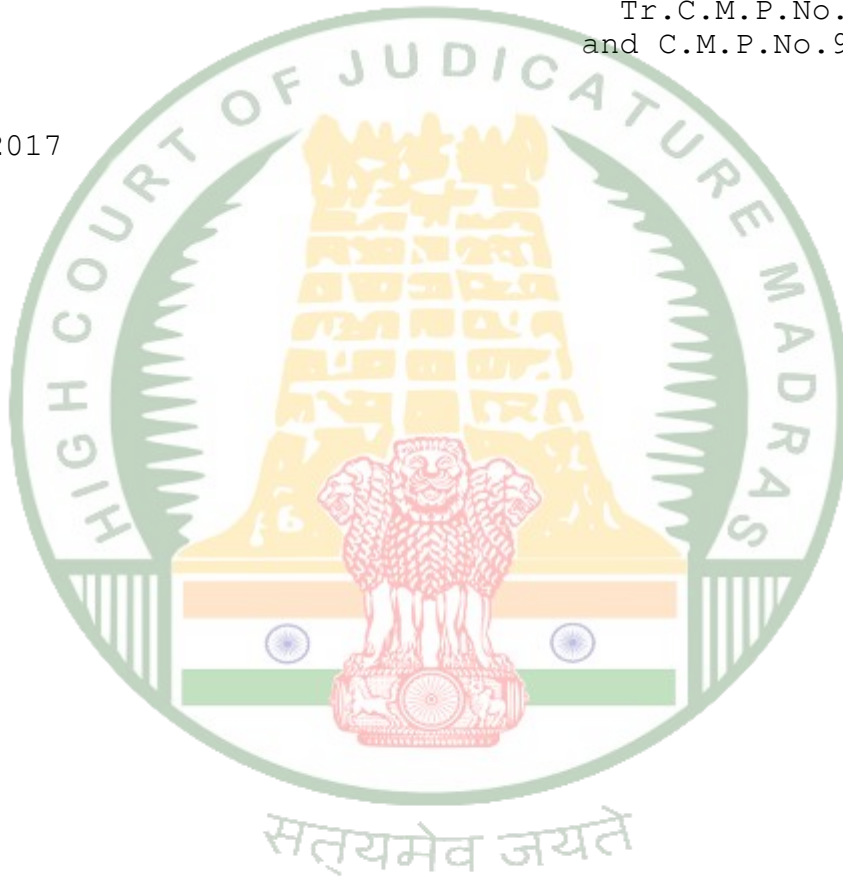
2. The Judge,
Family Court, Chengalpet

+ 1 cc to Mr.K.J.Parthasarathy Advocate,SR.81788

+ 1 cc to Mr.A.Selvendran Advocate,SR.81902

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RK(CO)
NR 20/11/2017



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