

IN THE HIGH COURT OF JUDICATE AT MADRAS

DATED: 31.07.2018

CORAM

THE HON'BLE MR.JUSTICE R.SUBBIAH
and
THE HON'BLE MR.JUSTICE C.SARAVANAN

C.M.A.No.3299 & 3300 of 2011
and M.P.No.1 of 2011

Kavitha ... Appellant in both the Appeal/
petitioner and respondent

Vs.

V.Nagarajan @ Balasubramaniam ... Respondent in both the
Appeal/ respondent / petitioner

Civil Miscellaneous Appeals are filed under Section 19
of the Family Courts Act, 1988 against the order dated
27.07.2011 made in H.M.O.P.No.861 of 2007 and
H.M.O.P.No.446 of 2009 respectively on the file of the
Family Court, Coimbatore.

For Appellant : Mr.S.B.Viswanathan

For Respondent : M/s. Udaya P.S.Menon

COMMON JUDGMENT

(Judgment of the Court was delivered by R.SUBBIAH, J.,)

These appeals have been filed against the order dated
27.07.2018 made in H.M.O.P.No.861 of 2007 and
H.M.O.P.No.446 of 2009 on the file of Family Court,
Coimbatore.

2. The appellant herein is the wife and the respondent
herein is the husband. The marriage between the appellant
and the respondent was solemnised on 25.06.2004 at Ramasamy
Thirumanamandapam, Kaundampalayam, Coimbatore as per Hindu
rites and customs. Subsequent to marriage, there was
matrimonial dispute between the parties and in November,
2004, the appellant was sent out of the matrimonial home
and a child was born on 18.06.2005. Several attempt made
by the appellant for reunion went in vain. Hence, she

filed H.M.O.P.No.861 of 2007 before the Family Court at Coimbatore under Section 9 of the Hindu Marriage Act before the Family Court, Coimbatore, for restitution of conjugal rights. The respondent filed H.M.O.P.No.446 of 2009 before the Family Court at Coimbatore under Section 13(1)(i-a) and 13(1)(i-b) of the Hindu Marriage Act, for divorce. The Family Court, Coimbatore, allowed the petition filed by the respondent, granting a decree of divorce and dismissed the petition filed by the appellant. Aggrieved over the same, these Appeals have been filed by the wife/ appellant.

3. Today, when the matter is taken up for consideration, learned counsel appearing on either side submitted that the dispute between appellant and the respondent was amicably settled among themselves and they have also entered into a memorandum of compromise dated 30.07.2018. The said Memorandum of Compromise dated 30.07.2018 was filed before this Court signed by both parties along with their respective counsels. The terms of memorandum of compromise reads as follows:

1) The Party of the First Part declares and states that he is the absolute owner and in possession and enjoyment of vacant land measuring 8876 sq.ft. or 20 cents 164 sq.ft. in Plot No.4, comprised in S.F.No.567/1 and S.F.567/2 of Somayampalayam Village, Coimbatore Taluk and District and he purchased the same from Ramasamy Gounder and others vide a Sale Deed dated 01.12.1989, registered at the office of the Sub-Registrar, Coimbatore Joint -II as Document No.3466 of 1989. No other person has any right or title or claim over the aforesaid property and there is no lispendens in respect of the said property.

2) The Party of the First Part declares that the above mentioned property is free from any encumbrances settled the vacant land admeasuring 6698 Sq.ft. Or 15 cents 164 sq.ft out of vacant land measuring 8876 sq.ft. in Plot No.4, comprised in S.F.No.567/1 and S.F.No.567/2 of Somayampalayam Village, Coimbatore Taluk and District, absolutely in favour of his minor son Dharaneesh towards security for the future of Dharaneesh by virtue of a Settlement deed dated 30/07/2018 registered as Document No.5075/2018 in

SRO, Vadavalli, Coimbatore.

3) The Party of the First Part settled the vacant land admeasuring 2178 sq.ft. or 5 cents out of vacant land measuring 8876 sq.ft. In Plot No.4, comprised in S.No.567/1 and S.No.567/2 of Somayampalayam Village, Coimbatore Taluk and District, absolutely in favour of the Party of the Second Part by virtue of a Settlement deed dated 30/07/2018 registered as Document No.5076/2018 in SRO, Vadavalli, Coimbatore and further agrees to pay a total sum of Rs.10,00,000/- (Rupees Ten Lakh only) towards the permanent alimony.

4) The Party of the first Part has already deposited Rs.6,00,000/- (Rupees Six Lakhs only) by way of Demand Drafts into the Family Court, Coimbatore which is lying with Court deposit and now he is paying the remaining amount of Rs.4,00,000/- (Rupees Four Lakhs only) by way of Demand draft dated 30.07.2018 bearing No.520684 drawn on Syndicate Bank, Ganapathy, Coimbatore. The party of the first part has no objection for the party of the second part to withdraw the amount of Rs.6,00,000/- deposited in the court and party of the 1st part shall cooperate for such withdrawal from court.

5) The Part of the Second Part agrees to withdraw the Civil Miscellaneous Appeals in C.M.A.No.3299 of 2011 and C.M.A.No.3300 of 2011 pending on the file of the Honourable High Court of Madras and agrees to accept the common order passed by the Family Court, Coimbatore, in H.M.O.P.No.861 of 2007 and H.M.O.P.No.446 of 2009.

6) The Party of the Second Part agrees to relinquish her right to claim past, present and future maintenance from the party of the First Part and any right over the movable or immovable properties of the Party of the First Part in future and under any circumstances.

7) The Party of the Second part

agrees not to seek execution passed by the Family Court in O.S.No.4 of 2012 dated 22.11.2016 and agrees to withdraw the Execution Petition in E.P.No.4 of 2018 preferred by the Party of the Second Part before the Honourable Principal Family Court, Coimbatore.

8) The Party of the Second Part agrees not to claim any share in the movable or immovable properties of the Party of the First Part in future and under any circumstances.

9) The Party of the First Part and the Party of the Second Part agree that one shall not interfere in the life of the other in future under any circumstances.

10) The Party of the First Part and the Party of the Second Part agree that the custody of the minor son Dharaneesh shall be with the Party of the Second Part and the Party of the Second Part shall remain as the natural guardian of their minor son Dharaneesh in all respects.

11) The Party of the First Part and Party of the Second Part agree that the Party of the First Part may visit his minor son Dharaneesh after giving prior intimation or notice to the Party of the Second Part without affecting the studies in minor Dharaneesh and subject to the convenience of minor Dharaneesh.

4. In view of the memorandum of compromise filed by the parties dated 30.07.2018, the civil miscellaneous appeals are dismissed. The order and decree made in H.M.O.P.No.861 of 2007 and H.M.O.P.No.446 of 2009 passed by the Family Court, Coimbatore, are confirmed. The memorandum of compromise dated 30.07.2018 shall form part of the decree. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(Co)

//True Copy//

Sub Assistant Registrar

vsi

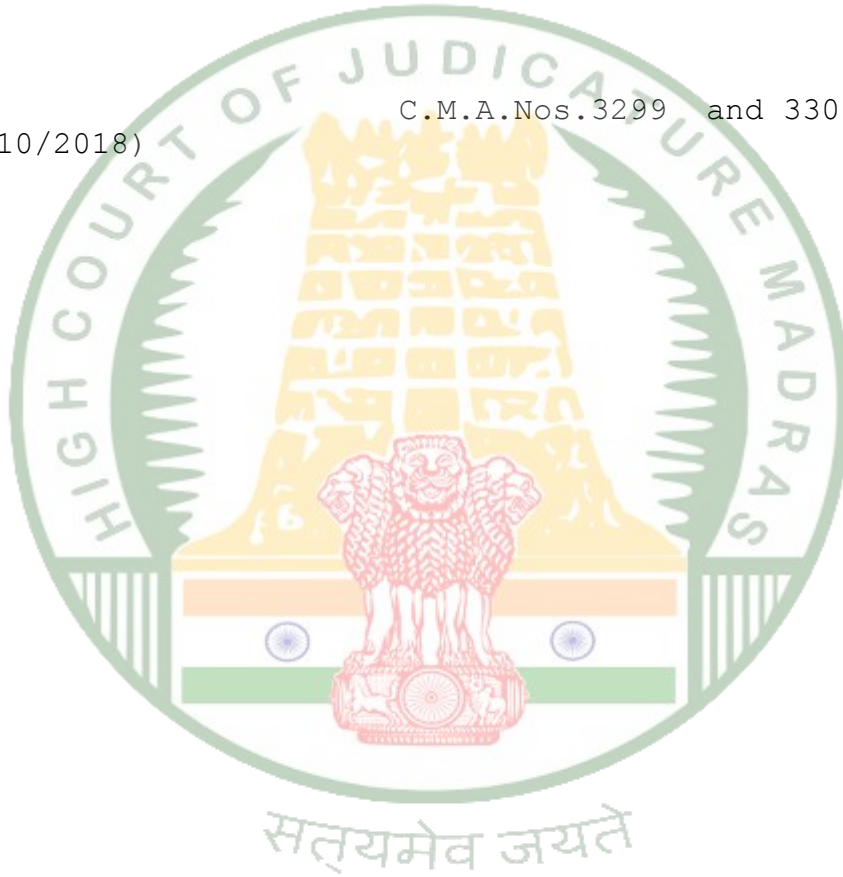
To

The Family Court,
Coimbatore.

2.The Sect officer,
VR section,
High court
Madras

+2cc to Mr.S.B.VISWANATHAN , Advocate SR.No. 52051

ASK(03/10/2018) C.M.A.Nos.3299 and 3300 of 2011



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