

IN THE HIGH COURT OF JUDICATE AT MADRAS

DATE : 03.08.2018

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THE HON'BLE MR.JUSTICE R.SUBBIAH

AND

THE HON'BLE MR.JUSTICE C.SARAVANAN

C.M.A.Nos.3307 & 3308/2017

L.Jalaja ... Appellant/Petitioner in  
both appeals

Vs.

K.Balaji ... Respondent/Respondent in  
both appeals

Civil Miscellaneous Appeals has been filed under Section 19 of the Family Courts Act to set aside the decree and judgments passed in FCOP.Nos.246 & 594/2014 dated 11.05.2017 on the file of the Family Court, Vellore.

For Appellant in  
both appeals : M/s.R.T.Sundari

For Respondent in  
both appeals : Mr.V.M.Venkat Ramana

COMMON JUDGMENT

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

The marriage between the appellant/wife and the respondent/husband was solemnized on 24.10.2007 as per Hindu rites and customs at Sri Ramorajya Poorna Bramha Temple, Kelambakkam, Chennai. The said marriage was love-cum-arranged marriage by the elders of both families. Out of the wedlock, a male child was born on 24.07.2008. Subsequently, due to matrimonial disputes, the respondent/husband has filed a petition under Section 13(1)(i-a) of the Hindu Marriage Act, which was taken on file as FCOP.No.594/2014 on the file of the Family Court at Vellore, seeking for dissolution of the marriage. The appellant/wife also filed a petition u/s.9 of the Hindu Marriage Act, which was taken on file as FCOP.No.246/2014 seeking restitution of conjugal rights. The

Family Court at Vellore had passed a common judgment dated 11.05.2017, dismissing the petition filed by the wife seeking restitution of conjugal rights in FCOP.No.246/2014 and allowing the petition filed by the husband seeking divorce in FCOP.No.594/2014. Aggrieved over the same, the present appeals have been filed by the appellant/wife.

2.When the matter was taken up on 18.06.2018 for consideration, both the parties appeared in Court along with their respective counsel and they sought time to arrive at an amicable settlement. Hence, the matter was referred to Mediation and Conciliation Centre attached to this Court and the Mediation Centre has submitted its report before this Court stating that no agreement was reached between the parties. Thereafter, the matter has been adjourned on several occasions at the request of both parties for arriving at an amicable settlement.

3.Today, when the matter is taken up, both the parties appeared before this Court along with their respective counsel. They represented that the matter has been amicably settled between them and they also filed a Joint Memo of Compromise entered into between them. As per the Joint Memo, the husband and wife had agreed on the following terms of settlement, which read as follows:-

"[a]The appellant shall not question the decree of Divorce granted on 11.05.2017 by the Hon'ble Family Court at Vellore dissolving the marriage between the Appellant and the Respondent.

[b]The Appellant acquiesces and admits the marriage between the Respondent and Lavanya solemnized on 16.04.2012.

[c]The Appellant and the Respondent mutually agreed for fixation of Permanent Alimony to be paid by the Respondent for the welfare of the Appellant and for the welfare of minor son B.Srivathsan as Rs.16,00,000/- [Rupees Sixteen Lakhs only].

[d]Out of the above mentioned Rs.16,00,000/- [Rupees sixteen lakhs only], the respondent shall pay Rs.6,00,000/- [Rupees six lakhs only] as Five Year Term Deposit within sixty days from the date of this Memo of Compromise in INDIAN OVERSEAS BANK, ALLAPURAM BRANCH, Vellore District in the name of the minor child B.Srivathsan appointing the appellant as the Guardian for the amount. The Appellant shall have the right to withdraw the

interest from the deposit and use the same for the maintenance and welfare of the minor child.

[e]The respondent shall pay Rs.6,00,000/- [Rupees six lakhs only] drawn as Demand Draft in the name of the appellant within sixty days from the date of this Memo of Compromise.

[f] The respondent shall pay the remaining Rs.4,00,000/- [Rupees four lakhs only] drawn as Demand Draft in the name of the appellant within three years from the date of this Memo of Compromise. The said demand draft will be handed over directly to the appellant. Time is the essence of this Memo of Compromise.

[g]The Permanent Alimony of Rs.16,00,000/- [Rupees Sixteen lakhs only] shall be the full and final one time settlement for both the appellant and the minor son B.Srivathsan. There shall be no future claims for alimony or maintenance by the appellant and there shall be no future claims for alimony or maintenance by the minor son B.Srivathsan in the future except the Rs.16,00,000/- [Rupees sixteen lakhs only] mentioned in this MEMO OF COMPROMISE.

[h]The custody and guardianship of the minor son B.Srivathsan shall be with the appellant. The respondent is at liberty to approach court of law with respect to the visitation rights to visit the minor son B.Srivathsan."

4.Recording the above said Memo of compromise, these appeals are dismissed in terms of the Memo of Compromise and the common impugned judgment and Decree dated 11.05.2017 in O.P.Nos.246 an 594/2014 passed by the Family Court at Vellore is hereby confirmed.

The Memo of Compromise shall form part of this common judgment.

No costs.

Sd/-

Assistant Registrar(CS-V)

//True copy//

Sub Assistant Registrar

AP

To,

1. The Judge, The Family Court, Vellore.

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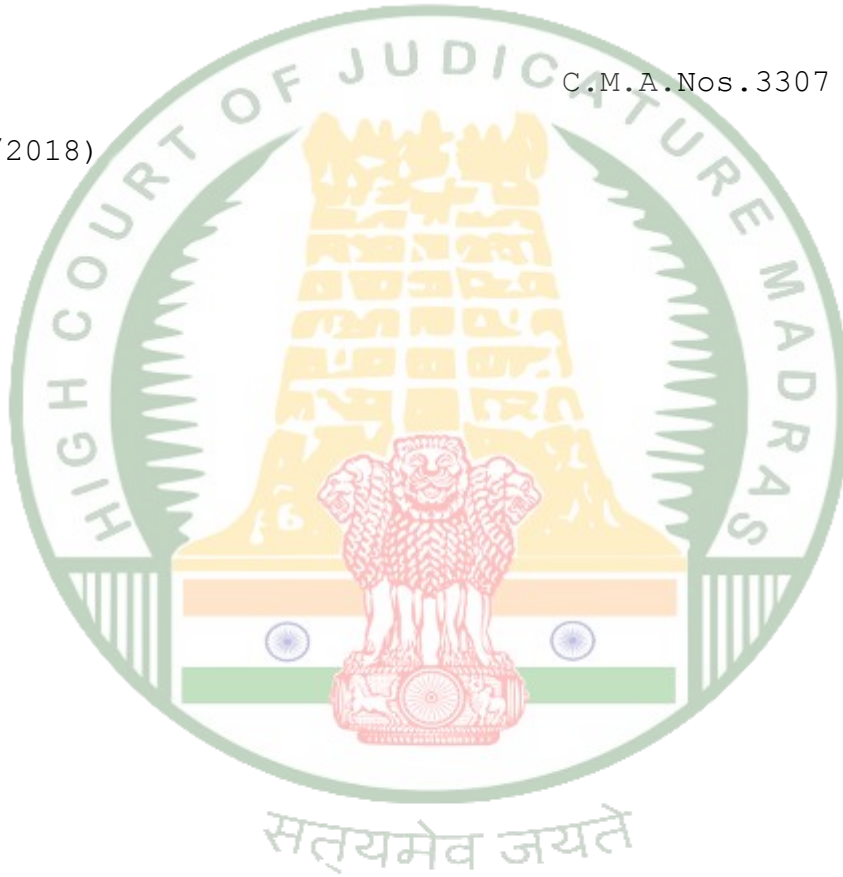
The Section Officer, VR Section, High Court, Madras

+2cc to Mr.T.Muthamilelvi, Advocate SR.No.53421

+1cc to Mr.R.Margabandhu, Advocate SR.No.54170

C.M.A.Nos.3307 & 3308/2017

GMV (10/10/2018)



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