

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 10.11.2020

Coram:

THE HONOURABLE MR.JUSTICE R.SUBBIAH
and
THE HONOURABLE MR.JUSTICE C.SARAVANAN

C.M.A.No.2068 of 2019
and
C.M.P.No.7576 of 2019

Arokia Anthony ..Appellant/Respondent
Vs.
Amali Prescilla ..Respondent/Petitioner

Civil Miscellaneous Appeal filed under Section 19 of the Family Courts Act, against the order and decree dated 08.01.2019 made in F.C.I.D.O.P.No.32 of 2017 on the file of the Family Court, Chengalpattu.

For appellant : Mr.V.Balamurugane
For respondent : Ms.M.Sneha

JUDGMENT

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

The Civil Miscellaneous Appeal is taken up for hearing through video-conferencing today.

2. The husband is the appellant and the wife is the respondent herein. The marriage between them was solemnised on 10.05.1995 at St.Fathima Church, Gandhipuram, Coimbatore. Due to their wedlock, one son Erick was born, who is now aged about 20 years. Subsequently, due to misunderstanding, the respondent-wife had filed divorce petition in F.C.I.D.O.P.No.32 of 2017 under Sections 10(ix) and (x) and 37 of the Indian Divorce Act. By order dated 08.01.2019, the Court below had granted divorce to them and directed the husband to pay Rs.30,000/- p.m. as maintenance. Aggrieved by the maintenance awarded by the Court below, the present appeal is filed by the husband.

3. Today, when the appeal is taken up for hearing, it is submitted by the learned counsel on either side that pending the present appeal, the parties have arrived at a compromise in the process of mediation that had taken place between the parties before this Court, in which the mediation talks succeeded in filing a joint compromise memo, dated 17.02.2020, signed by them

and their respective counsels. The terms of the joint compromise memo reads as follows:

"1. The marriage between the petitioner and the respondent was solemnised on 10.05.1995 at St.Fathima's Church, Gandhipuram, Coimbatore and out of the wedlock a son named Erik was born on 30.12.1999 and he is now 20 years old.

2. The parties submit that, due to misunderstandings the respondent herein filed a petition for divorce before the District Court Chengalpattu in F.C.I.D.O.P.No.32 of 2017. The Honourable District Judge by order dated 08.01.2019 granted divorce and also directed the Appellant herein to pay maintenance of Rs.30,000/- monthly to the respondent herein and for the son.

3. The parties submit that, the Appellant herein has preferred the present CMA.2068 of 2019 only as against the maintenance and accepts the divorce granted by the District Court.

4. The parties hereby agree for the mode of payment as follows:

a) The appellant shall pay a sum of Rs.2,75,000/- (Two Lakhs Seventy Five Thousand Only) towards the 2nd term fees on or before 28.02.2020.

b) The 2nd instalment shall be made on or before 15th of April for the balance amount of Rs.7,25,000/- (Seven Lakhs Twenty Five Thousand only) to his son account No."91701004047068" in Axis Bank.

5. The parties herein agree that, the Appellant shall pay a sum of Rs.2,75,000/- (Two Lakhs Seventy Five Thousand Only) and Rs.7,25,000/- (Seven Lakhs Twenty Five Thousand only) the Total of Rs.10,00,000/- (Ten Lakhs only) and there shall be no further payment to be made by him either to the respondent or to his son. The said payment and the terms are also accepted by the respondent herein.

6. The parties thereby mutually agree that they accept and admit the divorce granted to them by the District Court and that the Appellant shall pay a sum of Rs.10,00,000/- (Rupees ten lakhs) as aforesaid towards full and final settlement towards alimony to the respondent and his son and that there shall not be any future claims either by the respondent or his son against the appellant for maintenance. The said settlement is full and final. This compromise memo will come into effect only after the final settlement (2nd instalment) of Rs.7,25,000/- (Seven Lakhs Twenty Five Thousand only) is paid to his son's account.

7. The parties agree that, after the deposit of the said amount of Rs.10,00,000/- (Rupees Ten lakhs only) by the Appellant, the parties shall not have any claim as against each other and this joint compromise memo is binding on both parties.

Dated at Chennai this the 17th day of February 2020."

4. Subsequent to the filing of the above said Joint Compromise Memo, dated 17.02.2020, the Appellant has filed an affidavit, dated 28.10.2020, detailing the payments made through transfer of amounts to his son's Bank Account, as follows:

"4. The amount of rupees ten lakhs is transferred through the following bank transactions to Axis Bank A/c.No.917010040470681 of Erik Anthony:-

Date	Mode of Payment	Amount
19th February 2020	Bank transfer made to Erik's Account	2,25,000
19th February 2020	Bank transfer made to Erik's Account	50,000
25th February 2020	Bank transfer made to Erik's Account	7,000
07th April 2020	Bank transfer made to Erik's Account	68,000
20th April 2020	Bank transfer made to Erik's Account	50,000
20th April 2020	Bank transfer made to Erik's Account	2,50,000
20th April 2020	Bank transfer made to Erik's Account	1,25,000
21st April 2020	Bank transfer made to Erik's Account	1,00,000
22nd April 2020	Bank transfer made to Erik's Account	1,25,000
	Total amount paid (rupees ten lakhs)	10,00,000

..."

5. The above extracted terms of the said joint compromise memo and the payments made pursuant thereto, as tabulated above, are hereby recorded. Accordingly, the decree of divorce granted by the Family Court is hereby confirmed. Thus, the appeal is disposed of in terms of the joint compromise memo dated

17.02.2020 / affidavit of the appellant, dated 28.10.2020, both of which, along with the mediation report, dated 17.02.2020, shall form part of the decree. No costs. Consequently, C.M.P. is closed.

Sd/-

Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

To

The Judge,
Family Court, Chengalpattu.

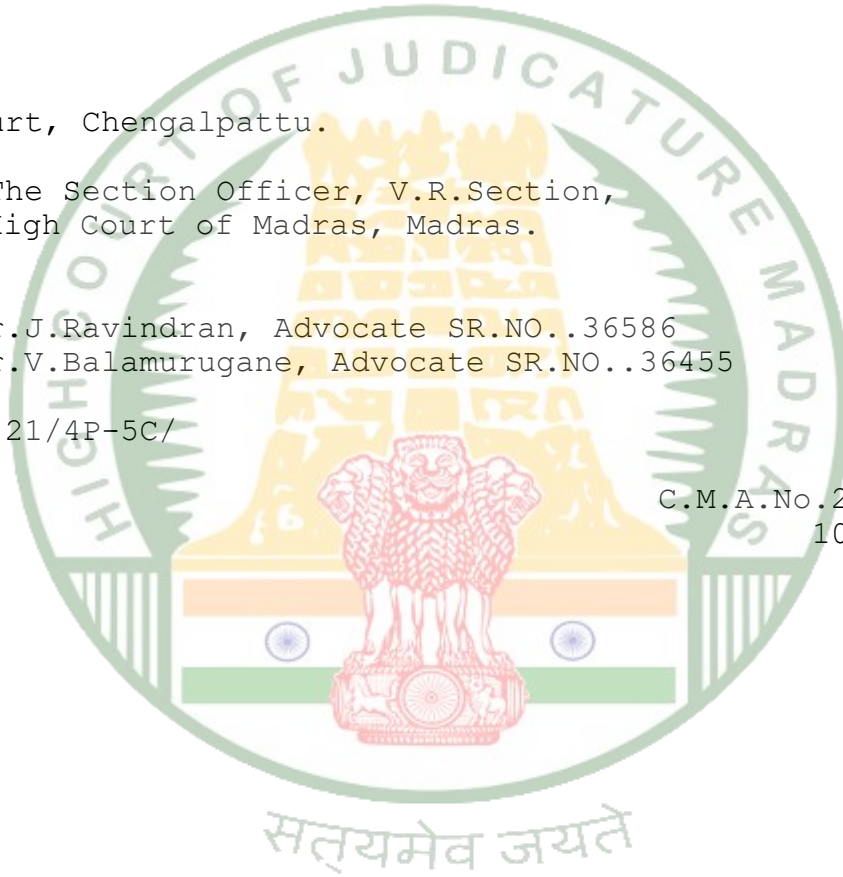
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High Court of Madras, Madras.

+1cc to Mr.J.Ravindran, Advocate SR.NO..36586

+1cc to Mr.V.Balamurugane, Advocate SR.NO..36455

AKM/21.04.21/4P-5C/

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