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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.09.2021

CORAM:

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM
and
THE HONOURABLE MR.JUSTICE V.SIVAGNANAM

C.M.A.No.2943 of 2018

B.Krishnamoorthy

.. Appellant/Petitioner

Vs.

D.Kousalya

.. Respondents/Respondent

Civil Miscellaneous Appeal filed under Section 19 of the Family Courts Act to set aside the Judgment and Decree dated 02.11.2018 passed in F.C.O.P.No.247 of 2014 on the file of Family Court, Vellore.

For appellant : Mr.B.Thirumalai for
Mr.S.Nagarajan

For respondents : Mr.M.Ravi

JUDGMENT

[Judgment of the Court was delivered by K.KALYANASUNDARAM, J.]

This Civil Miscellaneous Appeal is filed challenging the Judgment and decree dated 02.11.2018 passed in FCOP No.247 of 2014 by the Family Court, Vellore, wherein the divorce petition filed by the appellant was dismissed.

2.When the matter is taken up for hearing today, the learned counsel appearing for the appellant Mr.B.Thirumalai as well as the learned counsel appearing for the respondent Mr.M.Ravi would submit that the disputes between the parties have been amicably settled before the Mediation and Conciliation Centre attached to this Court and they have filed a joint memo of compromise signed by both the parties and their respective counsels. The joint compromise memo reads as follows:-

"(i) The first part is agreed to pay a lump-sum of Rs. 13,00,000/- (Rupees Thirteen Lakhs Only) to the



second part, towards lump-sum alimony as full and final payment, one-time settlement and full quiet for the divorce.

(ii) Out of the aforesaid sum, Rs.5,00,000/- (Rupees Five Lakhs) each (aggregate of Rs.10,00,000/-) paid to their daughters namely, 1) Ms.Sunitha @ Harshs and 2) Ms.Peamaswari by way of Demand Drafts Drawn on Canara Bank, Maduravoyal Branch, Chennai, Vide Nos.732015 & 732014 dated 08-04-2021 and the said sums shall be deposited in a Nationalized Bank under the guardian of the second part herein until attaining the majority of the age and thereafter the daughters of the parties herein, shall enjoy the said deposited amounts absolutely as they like.

(iii) The balance amount Rs.3,00,000/- (Rupees Three Lakhs Only) paid to the second part herein by way of Demand Draft Drawn on Canara Bank, Maduravoyal Branch, Chennai, Vide No. 732013 dated 08-04-2021.

(iv) The second part further agreed and accepted that she will not claim any monthly maintenance or any other payments from the first part in any manner whatsoever, except the above referred one time lump-sum payment.

(v) The second part hereby consented to lift the order of attachment of 33% from the army salary of the first part forthwith after receipt of the aforesaid agreed lump-sum permanent alimony.

(vi) The second part also hereby declares that she will not file any petition for enhancement of the above referred one-time lump-sum alimony, since it is made clear and agreed between the parties herein as full and final settlement and full quiet amount.

(vii) The second part hereby acknowledged that she had already taken all the Stridhana Article, Gold and Silver article from the first part and there is no due from the first part.

(viii) The second part shall not have any further claim/alimony/maintenance from the first part at any future point of time.

(ix) The second part shall not claim at any time in future any right over the first part's properties, whether it is movable or immovable property.



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(x) The first party will attend the daughters marriage ceremony and act as dutiful father.

(xi) The parties herein shall not file any case against each other at any future point of time.

(xii) That there in no coercion, fraud or undue influence in execution of this agreement.

(xiii) This Agreement is an affirmation by confirming and accepting all terms and conditions as mentioned supra on the parties own volition without any external pressure or coercion."

3. In the light of the above mentioned facts, the marriage solemnized between the Appellant and the Respondent on 03.11.2004 is hereby dissolved. This Civil Miscellaneous Appeal is disposed of in terms of the compromise memo dated 08.04.2021. The Joint Memo of Compromise shall form part of the Decree. No costs.

Sd/-
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar

skn

To

1. The Judge,
Family Court,
Vellore.

+3ccs to Mr.S.Nagarajan, Advocate, S.R.No.43788

C.M.A.No.2943 of 2018

RGN(CO)
HS(08/09/2021)