



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 09.03.2021

CORAM:

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

AND

THE HONOURABLE MRS.JUSTICE S.KANNAMMAL

C.M.A (MD) Nos.444 & 445 of 2016

and

C.M.P (MD) No.5863 of 2016

M.Murugan ... Appellant/Respondent in CMA (MD) No.444/2016
... Appellant/Petitioner in CMA (MD) No.445/2016

Vs.

Bhuvaneswari ... Respondent/Petitioner in CMA (MD) No.444/2016
... Respondent/Respondent in CMA (MD) No.445/2016

Common Prayer: Civil Miscellaneous Appeals filed under Section 19 of the Family Court Act, 1980 against the fair and executable order, dated 26.04.2016 passed in H.M.O.P.Nos.583 of 2015 and 59 of 2008 on the file of the Family Court, Madurai.

For Appellant : Mr.Ram Sundar Vijayaraj
(in both C.M.As') for Mr.C.Jeganathan

For Respondent : Mr.S.C.Herold Singh
(in both C.M.As')

COMMON JUDGMENT

**(Judgment of the Court was delivered by
PUSHPA SATHYANARAYANA, J.)**

These Civil Miscellaneous Appeals are filed by the appellant/husband against the fair and executable orders made in H.M.O.P.Nos.583 of 2015 and 59 of 2008, dated 26.04.2016, on the file of the Family Court, Madurai.

2.Earlier, the matters were referred to the Mediation and Conciliation Centre attached to this Bench and the parties appeared before the Mediation Centre and resolved their dispute amicably which is reduced to writing. The terms of the settlement agreement, dated 01.03.2021, are as follows:

<https://hcservices.ecourts.gov.in/hcservices/>



"A) The appellant Murugan agreed to settle the issue and is ready and willing to pay a sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) towards full and final settlement to the respondent wife. Thereby the appellant agrees to pay a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) to the respondent herein and another sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) to their daughter namely Vaishnavi.M by demand draft. The appellant agrees to pay the said amount on or before 10.06.2021 before the Mediator.

B) The respondent herein is ready and willing to withdraw the M.C.No.161 of 2017 pending on the file of the Family Court, Madurai.

C) On receipt of the said amount, the respondent agrees that she have no objection to allow C.M.A(MD) Nos.446 and 445 of 2016 pending on the file of this Court.

D) On receipt on the said amount, both the parties agrees to break the marriage held on 17.03.2002 at J.K.Thirumana Mandapam, nearby Mappilai Vinayagar Theatre, Madurai.

E) The appellant being the owner of undivided/household share ie., 1-1/2 cents which is situated in Madurai, Kochadai, Kalankoil Street is ready and willing to settle the said property in the name of his daughter M.Vaishnavi through family settlement. It is made clear that the settlement will take effect after the demise of the appellant Murugan's mother named Santhanam W/o.Late.Muthu. The appellant agrees to sell the property mentioned above and pay the sale proceeds to his daughter M.Vaishnavi in future".

3.As per the settlement agreement, a sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) has to be paid on or before 10.06.2021. After which, the marriage solemnized between them on 17.03.2002 would get dissolved.

4.In Clause (E) of the settlement agreement, it is stated that the appellant would settle the extent of 1-1/2 cents of undivided share in favour of his daughter. It is now agreed that the mother of the appellant, namely Santhanam, W/o.late.Muthu will have a life interest over the same and thereafter, it will vest with the daughter of the appellant/M.Vaishnavi absolutely.



5.Both the learned counsels also agree for the above arrangement and that the appellant would execute a settlement deed on the above terms.

6.The settlement agreement, dated 01.03.2021, filed by the parties, counter-signed by their counsels, is taken on record.

7.In the result, these Civil Miscellaneous Appeals are disposed of in terms of the settlement agreement filed by the parties. The said settlement agreement, dated 01.03.2021 shall form part of the decree. No costs. Consequently, connected Miscellaneous Petition is closed.

8.For reporting compliance, post these matters on 21.06.2021.

Sd/-

Assistant Registrar (CS-I)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

Encl:Xerox copy of settlement agreement
ps

Note :

In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate / litigant concerned.

To

The Judge,
Family Court,
Madurai.

Copy to

1. The Section Officer,V.R Section (Records),-2 copies
Madurai Bench of Madras High Court,
Madurai.



2. The Section Officer,
Judicial Department,
Madurai Bench of Madras High Court,
Madurai.

3. The Officer Incharge,
Mediation and Conciliation Centre,
Madurai Bench of Madras High Court,
Madurai.

+2 CC to Mr.C.JEGANATHAN, Advocate (SR-9849,9848[F] dated
10/03/2021)

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09.03.2021

KM (18.03.2021) 4P 8C