



C.R.P.Nos.165 & 2639 of 2012

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.11.2022

CORAM

THE HONOURABLE Mrs. JUSTICE J.NISHA BANU

C.R.P.Nos.165 and 2639 of 2012

S.Senthivijay Petitioner in both the CRPs

VS

D.Keerthana Respondent in both the CRPs

Civil Revision Petition No.165 of 2012 is filed under Article 227 of the Constitution of India against the order and decree passed in I.A.No.3110/2010 in O.P.No.3643/2009 on the file of I Additional Principal Judge, I Additional Family Court, Chennai.

Civil Revision Petition No.2639 of 2012 is filed under Article 227 of the Constitution of India against the order and decree passed in I.A.No.2868/2010 in O.P.No.3643/2009 on the file of I Additional Family Court, Chennai.

For Petitioner in both CRPs : Mrs.V.Pushpa

For Respondent in both CRPs : Mr.V.Subramani



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COMMON ORDER

The petitioner and the respondent are husband and wife. These civil revision petitions have been filed by the husband against the orders, allowing the applications filed by the wife, seeking to condone the delay in filing the petition to set aside the exparte decree of divorce and to set aside the exparte decree of divorce respectively.

2. Today, the petitioner and the respondent are present before this Court. Learned counsel appearing for both sides submit that the matter has been settled between the parties before the Mediation and Conciliation Centre attached to this Court. The parties have also filed a joint memo of compromise dated 24.06.2022 before the Tamil Nadu Mediation and Conciliation Centre of this Court stating that these Civil Revision Petitions may be disposed of in terms of the memo of compromise entered into between the parties.

3.The joint memorandum of compromise dated 24.06.2022 was signed by the parties and duly attested by their respective counsel.

4. The terms and conditions of the joint memorandum of



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compromise dated 24.06.2022 filed by the petitioner and the respondent before the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, reads as follows:

Terms and Conditions

a. The Respondent hereby submits that she does not have any objection to the civil revision petitions CRP No.165 of 2012 and CMP No.2152/2021 for restoration of CRP No.2639 of 2012 being allowed and consequently upon restoration of CRP No.2639/2012, she also does not have any objection to the CRP 2639/2012 being allowed by this Honourable Court and the decree of divorce already granted by the Family Court in O.P.No.3643/2009, which was set aside vide order dated 27.06.2012 restored back and in view of the same the Marriage solemnized between the Petition and Respondent on 14/09/2008 which was dissolved by a decree of divorce on 13.09.2010 by the Family Court, Chennai is binding on her.

b. The Petition and Respondent do not have any children from the wedlock however had a miscarriage during the 7th month of pregnancy and both parties from the beginning of their marriage had misunderstanding and difference of opinion and they were unable to live together as husband and wife. The difference of opinion arose between them are irreconcilable. They have been living separately for more than 13 years and their marriage had failed completely and when resulted in parties approaching the family court and consequently grant of decree of



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divorce on 13.09.2010 in O.P.No.3643/2009.

c. The Petitioner has agreed to pay the respondent a sum of Rs.13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand only) as full and final settlement of all claims for Permanent alimony and towards past, present and future maintenance. On 24.06.2022 the petitioner has paid a sum of Rs.1,00,000/- (Rupees One Lakh only) by way of Demand Draft/ Banker's Cheque bearing No.005572 Dated 22.06.2022, drawn on HDFC Bank Ltd., at Chennai in favour of D.Keerthana, the respondent herein, and the remaining amount of Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) shall be paid by the Petitioner to the Respondent, by way of Demand Draft to be sent to her by post to 8/1, MGR Nagar, Uliyampalayam, Thondamuthur Road, Coimbatore 641109 or by account transfer to the respondent's Bank account being State Bank of India, Uliyampalayam Branch, Account No.20397297737, IFSC: SBIN0021936.

1) The Petitioner shall pay a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) to the respondent on or before the 31st of July, 2022;

2) The Petitioner shall pay a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) to the Respondent on or before the 31st of August 2022 and

3) The Petitioner shall finally pay a sum of Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousand Only) to the Respondent or or before the 15th of September 2022;



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d. *The Respondent hereby undertakes not to make a claim for any further amounts as Permanent alimony or past, present or future maintenance before any Court either civil or criminal against the petitioner and that the above sum is in full and final settlement of all her claims.*

e. *The Petitioner shall send the articles as per the list annexed along with this joint memo of compromise, to the Respondent at 8/1 MGR Nagar, Uliyampalayam, Thondamuthur Road, Coimbatore 641109 or to her counsel Mr.V.Subramaniam, Advocate, at No.27, First Floor, Walltax Road, Sowcarpet, Chennai 79, on or before the 15th of July 2022. The Petitioner and the Respondent submit that they do not owe each other any movable or immovable assets nor they have any claim whatsoever over the others movable or immovable properties in the future. The Petitioner and the Respondent does not have any further claim for the past, present or future maintenance/ alimony whatsoever against each other. The Petitioner and the Respondent does not have any claim whatsoever against each other regarding their assets, articles, things or any of their belongings whatsoever.*

f. *The Petitioners humbly submit that they have agreed to this joint memo of compromise on their own free will and consent and there has been no undue influence or coercion in agreeing and signing to this joint memo of compromise.*

g. *The parties hereto admit and agree that in view of the above there are no other disputes against each other*



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and that there are no other mutual claims against each other whatsoever and the Respondent is not pressing any applications or petitions filed against the petitioner pending before Family Court, Chennai or any Court of Law. The parties undertake to abide by this Joint memo of Compromise and shall be bound by the decree passed by this Hon'ble Court in terms of this memo of compromise.

5. Learned counsel appearing for the petitioner and the learned counsel appearing for the respondent would state that full and final settlement has been made and the parties have also filed another joint memo dated 17.11.2022 to that effect, stating that the terms and conditions agreed between the parties as per the compromise memo dated 24.06.2022 have been complied with.

6. The Joint Memo dated 17.11.2022 filed by the parties reads as follows:

The Petitioner and Respondent above named submit as follows:

1. *The Petitioner had along with the Respondent filed a Joint Memo of compromise before this Hon'ble Court in the Mediation Centre on 24.06.2022, and consequent to that, the petitioner had as per the terms of the Joint Memo of Compromise, paid a sum of Rs.13,50,000/- (Rupees*



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Thirteen Lakhs and Fifty Thousand) as full and final settlement of all the claims of permanent alimony and towards past, present and future maintenance to the Respondent in the following manner:

- a) On 22.06.2022 the Petitioner paid a sum of Rs.1,00,000/- (Rupees One Lakh Only) vide Demand draft bearing No.005572 dated 22.06.2022 drawn on the HDFC Bank, Palladam Branch, Coimbatore in favour of the Respondent.*
- b) On 30.07.2022, the Petitioner paid a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) vide NEFT transaction bearing reference number N211222057386392 from State Bank of India bearing Account No. 01411610058711 in favour of the Respondent.*
- c) On 31.08.2022, the Petitioner paid a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) vide NEFT transaction bearing reference number N243222098258227 from State Bank of India bearing Account No.01411610058711 in favour of the Respondent.*
- d) On 12.09.2022, the Petitioner paid a sum of Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousand Only) vide NEFT transaction bearing reference number N255222117094190 from State Bank of India bearing Account No.01411610058711 in favour of the Respondent.*
- e) Further the petitioner has also as per the terms of the Joint Memorandum of Compromise, returned all the articles to the Respondent and the Respondent has also acknowledged the receipt of the same.*



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The Petitioner has complied entirely within the stipulated time the terms of the Joint Memorandum of Compromise and hence prays that this Hon'ble Court may be pleased to decree the CRP No.165 of 2011 and consequently decree CRP No.2639 of 2012 by allowing the same and restoring the decree of divorce dated 13.09.2010 granted by the Hon'ble V Additional Family Court, Chennai in O.P.No.3643 of 2009 dissolving the marriage solemnized between the Petitioner and the Respondent held on 14.09.2008 at Sri Guruvayurappan Temple, Mahalingapuram, Chennai, as the Respondent has received the agreed sum and other articles in the above mentioned dates, and hence the terms and conditions in the Joint Compromise Memo filed by the Petitioner and the Respondent has been complied with and pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

7.Considering the submissions made on either side, these Civil Revision Petitions stand disposed of in terms of the joint memorandum of compromise dated 24.06.2022 and joint memo dated 17.11.2022. The Joint Memorandum of compromise dated 24.06.2022 and the joint memo dated 17.11.2022 shall form part of the decree.



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8. In view of the joint memorandum of compromise filed by the parties, the exparte decree of divorce granted by the learned I Additional Principal Judge, Family Court, Chennai in O.P.No.3643/2009 dated 13.09.2010 is hereby restored. No costs.

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Index:Yes/No
Speaking/Non-speaking order
vsi

(2/2)

To

I Additional Principal Judge,
I Additional Family Court, Chennai.



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