



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATE: 26.4.2022.

CORAM

THE HON'BLE MR.JUSTICE A.D.JAGADISH CHANDIRA

C.R.P.(PD) Nos.2715 & 2716 of 2016
and
C.M.P.Nos.14027 & 14028 of 2016

D.Ramamurthy

Petitioner

vs.

Maheswari

Respondent

Civil Revision Petition (PD) 2715 of 2016 filed under Article 227 of the Constitution of India against the Fair and Decreetal order dated 13.7.2015 and amended order dated 20.7.2016 passed in I.A.No.40 of 2014 in HMOP.57 of 2007 on the file of the Sub Court, Thirupattur, Vellore District.

Civil Revision Petition (PD) 2716 of 2016 filed under Article 227 of the Constitution of India against the Fair and Decreetal order dated 3.6.2016 passed in I.A.No.43 of 2015 in I.A.No.40 of 2014 in HMOP.57 of 2007 on the file of the Sub Court, Thirupattur, Vellore District.

For Petitioner : Mr.K.Rajasekaran

For Respondents : Mr.PA.Sudeshkumar

COMMON ORDER

The above civil revision petitions have been filed by the petitioner-D.Ramamurthy seeking to set aside the orders passed by



the Sub Court, Thirupattur, Vellore District rejecting the Interlocutory Applications filed by him with some incidental prayers in the Divorce Petition filed by him in HMOP.57 of 2007.

2. The marriage between the petitioner and the respondent herein, having been solemnized on 27.3.1991 and they were blessed with one male child and one female child, their relationship got strained after a few years and ended in severe clash in the year 2003 resulted in filing of the Divorce Petition by the petitioner and the application seeking maintenance in M.C.No.10 of 2006 by the respondent-Maheswari.

3. A perusal of the materials available on record would reveal that pending the above cases, several miscellaneous petitions came to be filed by the parties inviting orders from the court below and this court, one after another and ultimately, the parties have knocked the doors of this court in the present civil revision petitions.

4. Finding that the parties are at loggerheads and the dispute between them prevails for nearly two decades without any purpose, this court had enlightened them and suggested for an amicable settlement. Thereupon, the parties have come up with a Memorandum of Understanding in SR No.21130/2021 dated 28.7.2021, duly signed



by both the parties and also by their children and their respective counsel. The relevant portion of the Memorandum of Understanding is extracted hereunder for ready reference:-

" This Memorandum of Understanding is entered into at Chennai on this 28th day of July 2021 between No.1)D.Ramamurthy S/o K.Dharuman, Hindu, aged about 55 years, residing at No.15, Locoworks 1st lane, Agaram, Chennai-600082, herein after called as First Party of the Part, 2)Maheswari D/o Krishnan, Hindu, aged about 48 years, residing at No.26, Pudupettai Road, Tirupattur Town, Vellore District— 635601 herein after called Party of the Second Part and 3.P.R.Lokeshwaran S/o D.Ramamurthy, Hindu, aged about 26 years and 4.P.R.Mounica W/o Arivazagan, Hindu, aged about 29 years, both No.3 and No.4 are residing at No.26, Pudupettai Road. Tirupattur Town, Vellore District-635601, herein after called as Confirming Parties 1 and 2

Whereas the Party of the First Part filed H.M.O.P No.349 of 2006 against the Party of the



WEB COPY



Second Part on the file of the Sub-Court, Chengalpattu for Divorce u/s 13(1)(i-a)&(ib) of Hindu Marriage Act, 1955, and the same was transferred to the file of the Sub-Court, Tirupattur and renumbered as HMOP No.57 of 2007;

Whereas the Party of the Second Part filed M.C.No.10 of 2006 on the file of Judicial Magistrate-1 at Tirupattur claiming maintenance for herself and for the Confirming Parties 1 and 2, when they were minors;

Whereas pending H.M.O.P No.57 of 2007, the Party of the First Part, challenged the orders passed by the Sub-Court, Tirupattur in I.A.No.40 of 2014 and I.A.No.43 of 2015 by filing C.R.P No. 2715 and 2716 of 2016 respectively under Article 227 of the Constitution of India before the Honorable High Court;

Whereas pending C.R.P No.2715 and 2716 of 2016, all the parties herein entered into a negotiated settlement and consequently, they are entering into



WEB COPY



this Joint Memorandum of Understanding;

Now this Joint Memorandum of Understanding is witnesseth as under:

1) The Party of the First Part and the Party of the Second Part agree and accept that the allegation leveled by them against each other in H.M.O.P No.57 of 2007 and M.C.No.10 of 2006 are to be withdrawn;

2) The Party of the First Part and the Party of the Second Part agree and accept that H.M.O.P No.57 of 2007 is to be converted into a petition filed under 13 B of the Hindu Marriage Act 1955 and consequently the same is to be allowed by the Honourable High Court by granting a decree of divorce and dissolving the marriage celebrated between the Party of the First Part and Party of the Second Part on 27.03.1991;

3) Similarly, the Party of the Second Part agrees to withdraw M.C.No.10 of 2006 on the file of Judicial Magistrate-1 at Tirupattur with all the miscellaneous



petitions;

4) Before obtaining the decree of divorce under 13 B of the Hindu Marriage Act 1955 and withdrawing M.C.No.10 of 2006 on the file of Judicial Magistrate-1 at Tirupattur, the Party of the First Part agrees to perform the following mandatory obligations within 3 months from the date of this MOU;

a) The Party of the First Part shall pay a sum of Rs.10,00,000/= (Rupees Ten Lakhs only) to the Confirming Party No.1 (P.R.Lokeshwaran) by DD/Cash or by both.

b) The Party of the First Part shall pay a sum of Rs.10,00,000/= (Rupees Ten Lakhs only) to the Confirming Party No.2 (Mounica) by DD/Cash or by both.

c) The Party of the First Part shall pay a sum of Rs.5,00,000/= (Rupees Five Lakhs only) to the Party of the Second Part (Maheshwari) by DD/Cash or by both.



WEB COPY



d) The Party of the First Part shall execute a suitable document transferring/settling/gifting 10 cents of land to the Confirming Party 1 (P.R.Lokeshwaran) from the lands bequeathed to the Party of the First part by his grandfather Thiru.Late Kuppan @ Samban by way of a Will dated 15.11.1993 registered as document No.185 of 1993, on the file of Sub Registrar, Tirupattur. The Party of the First Part shall transfer the above said 10 cents of land from the property in survey No.179/2 and situated at No.41, Pachal Village, Jolarpettai Panchayat Union, Tirupattur Taluk, Tirupattur District.

5) The Party of the Second Part and the Confirming Parties 1 and 2 do hereby make it very clear that on fulfilling and performing the obligations enumerated at clause 4 and sub clauses a,b,c and d within the time stipulated thereon, they will have no claim whatsoever against the Party of the First Part against his property, both moveable and immovable and the



WEB COPY



obligations enumerated at clause 4 and sub clauses a, b, c and d are the full and final settlement by the Party of the First Part in favor of the other parties and thereafter, nothing is due from the Party of the First Part to other parties and there is no claim, whatsoever, by the other parties against the Party of the First Part;

6. The Party of the Second Part and the Confirming Parties 1 and 2 will not have any objections, if the Party of the First Part alienates the lands bequeathed to him by his grandfather in his will dated 15.11.1993, registered as document No. 185 of 1993 excepting the 10 cents of land earmarked for transfer to the 'Confirming Party No.1. This clause is specifically introduced for the purpose of the Party of the First Part to alienate the lands for the purpose of arranging the amount to be paid to other parties within 3 months from the date of MOU. The Party of the First Part undertakes to settle/transfer 10 cents



of land in favour of Confirming Party 1 from the lands mentioned at clause 4(d);

7. This Memorandum of Understanding has been entered into by the Parties voluntary and willingly and without any undue influence and coercion."

4. This court, to avoid multiplicity of proceedings, had granted some time to comply with the terms agreed between the parties. Accordingly, a Joint Memo in SR No.34470/2021 dated 24.11.2021 duly signed by the learned counsel appearing for both sides has been filed contending that the conditions contained in the Memorandum of Understanding were complied within the time stipulated.

5. When the matter was taken up today in the Chambers, the parties viz., the petitioner, the respondent and their son were present. The learned counsel for the parties, by referring to the above Memorandum of Understanding and the Joint Memo, would submit that by recording the same, suitable orders may be passed by this court.

6. When enquired, the parties have confirmed about the compliance of the terms agreed between them.

7. In view of the settlement arrived at between the parties, the



petition in H.M.O.P.No.57 of 2007 pending on the file of Sub Court, Thirupattur, Vellore District is hereby ordered and the marriage solemnized between the parties on 27.3.1991 stands dissolved by a decree of divorce. The respondent shall withdraw M.C.No.10 of 2006 on the file of the Judicial Magistrate I, Thirupattur, Vellore District in terms of the Memorandum of Understanding and the order passed by this court, within two weeks from the date of receipt of a copy of this order. The Memorandum of Understanding shall form part of the decree/court records.

8. The civil revision petitions are disposed of accordingly. No costs. The connected Miscellaneous Petitions are closed.

26.4.2022.

Index: Yes/No.
Internet: Yes/No.
ssk.

To

Sub Judge,
Thirupattur,
Vellore District.



WEB COPY



11

A.D.JAGADISH CHANDIRA, J.

Ssk.

C.R.P.(PD) Nos.2715 & 2716/2016 &
C.M.P.Nos.14027 & 14028 of 2016

26.4.2022.