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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.10.2022

CORAM :

THE HONOURABLE MR. JUSTICE S.S. SUNDAR

S.A.No.275 of 2017
and
C.M.P.No.6564 of 2017

1.Lalithamani
2.Minor Poomalar
By Next Friend Lathamani ... Appellants

Vs.

K.Arumugam ... Respondent

Prayer : Second Appeal filed under Section 100 of Code of Civil Procedure, against the judgment and decree dated 15.11.2016, passed in A.S.No.115 of 2011 on the file of the II Additional District and Sessions Judge, Tiruppur, confirming the judgment and decree, dated 11.08.2011, passed in O.S.No.87 of 2002 on the file of the Principal Sub-Court, Tiruppur.

For Appellants : Mr.A.Thiyagarajan

For Respondent : Mr.K.Govi Ganesan

J U D G M E N T

This Court earlier referred the matter for mediation to the Mediation Centre attached to this Court. Pursuant to the mediation, the

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parties have entered into a settlement agreement on 07.07.2022, which is annexed with the Mediation Report of the Mediator, dated 07.07.2022. As per the mediation/settlement agreement, dated 07.07.2022, the terms agreed by the parties are as follows :

"A.The Respondent herein agrees to settle a portion of the property derived by him vide Partition Deed Doc. No.314 of 1989 described hereunder to and in favour of the 2nd Appellant viz., Poomalar.

All that piece and parcel of land measuring 1.20 acres situate in the middle as North-South Pozhi in S.F.No.78/4, Nambiampalayam Village, Avinashi Taluk, Tiruppur District bounded on the

East	-	*B Schedule Property in Doc.No.314/1989*
West	-	*B, C, D, E Schedule Properties in Doc. No.314/1989 & Common Well*
North	-	*S.No's.82 & 83*
South	-	*S.No.78/5*

The Respondent herein agrees to execute the Settlement Deed to and in favour of the 2nd Appellant herein within a period of 45 days from today i.e.,07.07.2022. The 2nd Appellant viz., Poomalar hereby agrees not to claim any share in the property belonging to the Respondent hereafter in the future.

B.The Respondent herein has agreed to settle a sum

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of Rs.4,50,000/- (Four Lakhs and Fifty Thousand Only) to and in favour of the 1st Appellant herein viz., Lathamani in respect of the Maintenance Amount being settled in full. Out of the same a Demand Draft in DD.No.007085 dated 06.07.2022 taken out in Federal Bank, Nambiyampalayam Branch to and in favour of 1st Appellant herein viz., Lathamani for a sum of Rs.2,00,000/- (Two Lakhs Only) is handed over today i.e., 07.07.2022. The balance sum of Rs.2,50,000/- (Two Lakhs and Fifty Thousand Only) will be given to the 1st Appellant herein viz., Lathamani by way of a Demand Draft within a period of Two Months starting from today i.e., 07.07.2022.

C.The 1st Appellant herein viz., Lathamani hereby agrees not to claim any future maintenance or alimony from the Respondent herein viz., Arumugam since she agreed to receive the above said sum of Rs.4,50,000/- (Four Lakhs and Fifty Thousand Only) as one time settlement in respect of the same.

D.The 1st Appellant herein agrees to withdraw the E.P.No.7 of 2018 filed by her against the Respondent herein which is pending on the file of the Hon'ble Sub Judge, Avinashy

E.The 1st Appellant and the Respondent herein agree to dissolve their marriage by way of filing a petition for

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mutual consent before the concerned court having jurisdiction before receiving the balance amount of Rs.2,50,000/- (Two Lakhs Fifty Thousand Only).

F.The Appellants herein agrees not to make any future claims against the respondent herein in respect of any property or monetary claims since the dispute between them is amicably settled herewith."

2.On a perusal of the settlement agreement, dated 07.07.2022, it is seen that the appellants and the respondent have signed in the mediation/settlement agreement in the presence of their respective counsels, who have also signed the mediation/settlement agreement. In view of the settlement arrived at between the parties, the Second Appeal in S.A.No.275 of 2017 is disposed of in terms of the settlement agreement. The settlement agreement shall form part of this judgment. No costs. Consequently, connected miscellaneous petition is closed.

14.10.2022

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Internet : Yes
Index : Yes / No

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To

1.The II Additional District and Sessions Judge,
Tiruppur.

2.The Principal Sub-Judge,
Tiruppur.

S.S. SUNDAR, J.

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