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C.M.A.No.366 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.09.2023

CORAM:

**THE HON'BLE MRS. JUSTICE J.NISHA BANU
AND
THE HON'BLE MR. JUSTICE D.BHARATHA CHAKRAVARTHY**

**C.M.A.No.366 of 2022
& C.M.P.No.2542 of 2022**

Azhagesan

... Appellant

Vs.

Vijayalakshmi

...Respondent

PRAYER: Civil Miscellaneous Appeal filed under Section 19 of the Family Court Act,1984, against the order dated 19.03.2021 passed in I.A.No.1 of 2020 in H.M.O.P.No.152 of 2020 on the file of the learned Family Court, Perambalur.

For Appellant : Mr.M.Vijaya Ragavan

For Respondent : Mr.C.Prabakaran

J U D G M E N T

This Civil Miscellaneous Appeal is filed by the appellant-husband as against the order dated 19.03.2021 passed in I.A.No.1 of 2020 in H.M.O.P.No.152 of 2020 on the file of the learned Family Court, Perambalur,



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whereby, the appellant was directed to pay Rs.8,000/- as interim maintenance to the respondent wife.

2. On 15.06.2023, we directed both the parties to appear before the Tamil Nadu Mediation and Conciliation Centre with respective counsel in person on 23.06.2023 for mediation process.

3. Before the Mediation Centre, after mediation/conciliation, both parties arrived at a settlement in the presence of Mediator/Conciliator and settled the disputes and differences through the process of conciliation/mediation. On 12.09.2023, a settlement was arrived and Joint Compromise Memo was filed by the parties. The terms of the Joint Compromise Memo is extracted hereunder:-

***“JOINT COMPROMISE MEMO FILED BY THE
APPELLANT AND THE RESPONDENT***

1.It is submitted that the Appellant herein has filed the above appeal against the interim maintenance order passed by the Learned Family Court, Perambalur in I.A No.1 of 2020 in H.M.O.P No. 152 of 2020 dated 19.03.2021.

2. It is submitted that pending appeal this Hon'ble Court was pleased to refer the matter for mediation.



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Wherein, both the parties agreed to settle their issue amicably on the following terms and conditions:

- i) The Appellant hereby has agreed to pay a sum of Rs.1,42,000/- (Rupees One Lakh Forty-Two Thousand only) as one time settlement to the Respondent. As such the Respondent has accepted to receive the same. Accordingly, the one-time settlement amount of Rs.1,42,000/- (Rupees One Lakh Forty-Two Thousand only) is paid today the 12th day of September 2023 by way of cash. Further, the Appellant agrees to pay a monthly maintenance of Rs.11,000/- (Rupees Eleven Thousand only) on or before 10th of day of every English Calendar month, starting from October, 2023 onwards. Both the parties have agreed that there will not be any further claim against each other in any form and manner at any time from now on, except- the above stated monthly maintenance.*
- ii) The Respondent has agreed to withdraw the Maintenance Petition filed against the Appellant in F.C. No 36 of 2020 on the file of the Learned Family Court, Perambalur (Originally numbered as M.C. No 24 of 2019 on the file of the Learned Chief Judicial Magistrate, Perambalur).*
- iii) The Respondent has also agreed that she will not take any steps to implement the order dated 24.11.2020, passed by the Learned Addl. Mahila Court, Perambalur in D.V.C No.13 of 2019.*
- iv) The Appellant herein agrees to withdraw the H.M.O.P No. 152 of 2020 on the file of the Learned Family Court, Perambalur. Further the Appellant and the Respondent have agreed to file a Divorce Petition by mutual consent, without making any further claims against each other.*
- v) In the event of failure on payment of monthly maintenance of Rs.11,000/- by the Appellant, the*



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amount shall be deducted from his salary through the Transport Corporation/Employer and same can be deposited into the account of the Respondent and the same can be procured in the 13(B) Application that can be filed before the Competent Court of Law in terms of this Compromise Memo.

vi) The Appellant has agreed and permitted the Respondent and her parents to stay in the Appellant's house at North Street, Kalperambalur, Keezhmuthur Guroop, Kunnam Taluk, Perambalur District for a period of 2 years. It is agreed between the parties subject to the condition stated above that the Respondent and her parents shall vacate and hand over the possession of the Appellant's house on 02.10.2025 in good condition. The parents of the Respondent shall stay until the Respondent resides in the said house.

vii) On the above terms and conditions both the parties have entered into a compromise and thereby have settled the issue amicably among them, out of freewill, without any inducement and coercion”

4. In terms of the above Joint Compromise Memo filed between the parties, this Civil Miscellaneous Appeal is closed. The Joint Compromise Memo shall stand form part and parcel of the decree. Since the matter is settled between the parties, the Registry shall refund the Court Fee as per Rules in force. No costs. Connected C.M.P.No.2542 of 2022 stands closed.



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(J.N.B,J.) (D.B.C, J.)
21.09.2023

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

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To:

The learned Judge,
Family Court,
Perambalur.



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J. NISHA BANU, J.
and
D.BHARATHA CHAKRAVARTHY, J.

sts

Judgment made in
C.M.A.No.366 of 2022

Dated:
21.09.2023