



C.M.A. Nos.1344 and 1347 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.12.2023

CORAM

THE HONOURABLE MR.JUSTICE **D.KRISHNAKUMAR**
and

THE HONOURABLE MR.JUSTICE **P.B.BALAJI**

C.M.A. Nos.1344 and 1347 of 2022

S.Suganya

.. Appellant in
both the appeals

Vs

S.Rajaguru

.. Respondent in
both the appeals

Civil Miscellaneous Appeals filed under Section 19 of The Family Courts Act against the fair and decretal order dated 13.04.2022 passed by the Family Court, Salem in H.M.O.P. Nos.52 and 47 of 2021.

For Appellant : Ms.V.Shri Varshini
in both the appeals

For Respondent : Mr.M.L.Joseph
in both the appeals

COMMON JUDGMENT

[Judgment of the Court was delivered by **D.KRISHNAKUMAR, J.,**]

These appeals are filed against the order dated 13.04.2022 passed by the Family Court, Salem in H.M.O.P. Nos.52 and 47 of



C.M.A. Nos.1344 and 1347 of 2022

2021, whereby and whereunder, the petition filed by the husband for dissolution of marriage was allowed and the petition filed by the wife for restitution of conjugal rights was dismissed.

2. By order dated 11.09.2023, the matter was referred to Hon'ble Mr. Justice M.Dhandapani/Judge Mediator for mediation. Both the parties appeared before the Judge Mediator and the matter has been settled between the parties.

3. Today, the respondent/husband is present before this Court and the appellant/wife has joined this Court through video conference. A memorandum of understanding has been filed on behalf of the appellant and the respondent duly signed by the parties. The memorandum of understanding reads as under:-

" Memorandum of Understanding

This Memorandum of Understanding is entered into on this the 21st day of November, 2023 at Chennai

Between

S.Rajaguru, (Aadhar Card No.6379 8519 3778) & (PAN No.APTPR0185D) S/o. G.Sundara Krishnan,



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C.M.A. Nos.1344 and 1347 of 2022

Hindu, aged 34 years, residing at No.1A, P&T Nagar Main Road, Madurai – 625 017, now come down to Chennai, herein individually referred to as the FIRST PARTY

And

S.Suganya, (Aadhar Card No. 9512 7018 0766) & (PAN No. DYEPS5833L), D/o. R.Subramani, Hindu, aged 32 years, residing at No.67, 30ft Road, Krishnaswamy Nagar, Ramanathapuram, Coimbatore, (Aadhar Address – No.155, 3rd Cross Road, Shanmugapuram, Palani, Dindigul District – 624 601) now currently come down to Chennai, herein individually referred to as the SECOND PARTY

WHEREAS the marriage between the above mentioned FIRST PARTY and the SECOND PARTY was solemnized on 27.08.2017 in Raja Muthiah Mandram, K.K.Nagar, Madurai, in accordance with Hindu rites and customs and with the blessings of elders of both the families. There are no issues out of the wedlock. Both FIRST PARTY and SECOND PARTY are residing separately in the addresses mentioned above ever since October 2018 due to marital discord.

AND WHEREAS the FIRST PARTY had filed HMOP No.47/2021 on the grounds of cruelty under Section 13(1)(ia) of the Hindu Marriage Act, 1956. The SECOND PARTY thereafter filed HMOP No.52/2021 seeking Restitution of Conjugal Rights under Section 9 of the Hindu Marriage Act 1956 and both the petitions have been taken up for Joint Trial before the Hon'ble Family Court, Salem. A common order and decree was passed by the Hon'ble Family Court Judge, Salem, on 13.04.2022 allowing the HMOP No.47/2021 filed



C.M.A. Nos.1344 and 1347 of 2022

by FIRST PARTY for divorce and dismissing the HMOP No. 52/2021 filed by SECOND PARTY for Restitution of Conjugal Rights. The SECOND PARTY, aggrieved by the order dated 13.04.2022 had preferred 2 appeals before the Hon'ble High Court of Madras in CMA No.1344 of 2022 against HMOP No.52/2021 and CMA No.1347 of 2022 as against HMOP No.47/2021, pursuant to which both the parties attended the High Court Mediation before His Lordship Mr.Justice M.Dhandapani and have decided to come to an amicable settlement.

AND WHEREAS both PARTIES wish to record that due to the earnest efforts taken by the elders and well-wishers of both the PARTIES and upon advices of the parents of both Parties, the FIRST PARTY and the SECOND PARTY have decided to resolve all the disputes between them in an amicable manner so that they can individually lead their lives separately without interference from each other, henceforth.

AND WHEREAS both the FIRST PARTY and SECOND PARTY have decided to dissolve their marriage dated 27.08.2017 by converting the final order dated 13.04.2022 granting the Decree of Divorce into a Consent Decree for Divorce. However, Both the Parties concur and consent for retaining the decree of divorce without reference to any allegations against each other as the compromise between them has become fruitful in the mediation ordered by this Hon'ble Court and the parties have arrived at mutual terms as recorded hereunder.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. The FIRST PARTY and SECOND PARTY do not have any objections to convert the decree of



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C.M.A. Nos.1344 and 1347 of 2022

dissolution of marriage dated 13.04.2022, wherein their marriage dated 27.08.2017 came to be dissolved by the decree passed by the Hon'ble Judge, Family Court, Salem into a Consent Decree for Divorce.

2. BOTH PARTIES have no objection for the Hon'ble High Court of Madras to pass appropriate orders in CMA Nos. 1344 & 1347 of 2022 converting the decree of divorce into a Consent Decree for Divorce by recording these consent terms and expunge the adverse findings against BOTH PARTIES, recorded in the impugned judgment dated 13.04.2022 in HMOP No.47/2021 and HMOP No.52/2021 relied by the Hon'ble Judge, Family Court, Salem for considering the grant of decree for dissolution of marriage between the 1st and 2nd PARTIES.

3. The FIRST PARTY has this day paid the SECOND PARTY a sum of Rs.97,00,000/- (Rupees Ninety-Seven Lakhs Only) towards permanent alimony by way of Demand Draft dated 18.11.2023, bearing DD No.008388, drawn on HDFC Bank, Madurai II Branch, Madurai - 625 009, in favour of Ms.Suganya payable at par at all branches, the receipt of which the SECOND PARTY hereby specifically acknowledges.

4. The SECOND PARTY has received the above amount of Rs.97,00,000/- (Rupees Ninety seven lakhs only) as full and final settlement of all the claims of the SECOND PARTY as against the FIRST PARTY individually and declares that she has no further claims of any nature whatsoever as against the FIRST PARTY. The FIRST PARTY also agrees and confirms that he does not have any claim of any nature whatsoever against the SECOND PARTY.



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C.M.A. Nos.1344 and 1347 of 2022

5. The FIRST PARTY and SECOND PARTY specifically undertake not to portray either of them in bad/poor light based on the allegations and counter allegations raised in the above said letters, anywhere in electronic/social media platforms at any point of time henceforth.

6. The FIRST PARTY and SECOND PARTY acknowledge that they have collected and exchanged all their respective articles including gold and Diamond jewelry, silver articles, Documents, Certificates etc., and all their belongings from each other as of today and therefore they do not have any further claims against each other in this regard. Both parties declare that they are not in possession of any belongings of each other whatsoever.

7.The FIRST PARTY and SECOND PARTY undertake to destroy/delete all photos/videos/call recordings, if any, of either of them and their relatives, taken by them jointly as well as individually, during their marital togetherness and such other occasions and hereby declare that they will not use/abuse/misuse or share the same in Electronic Media, social media, any other platform, through electronic devices, etc., at any circumstances whatsoever so as to cause/harm/disrepute/nuisance, etc., to each other or their family members.

8.The FIRST PARTY and SECOND PARTY agree to close the bank accounts at Madurai which are operating in the name of the SECOND PARTY in HDFC (Acc No.50100223993842) and in KVB (Acc No.1258177000004739); The FIRST PARTY specifically undertakes to destroy all the signed blank cheques given to him and/or his father by the SECOND PARTY at earlier point of time.



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C.M.A. Nos.1344 and 1347 of 2022

IN WITNESS WHEREOF ALL THE PARTIES ABOVE
NAMED HAVE AFFIXED THEIR SIGNATURES TO
THIS MEMORANDUM OF UNDERSTANDING ON
THE DAY, MONTH AND YEAR FIRST ABOVE
MENTIONED IN THE PRESENCE OF:

WITNESSES

Sd/-

1.G.Sundara Krishnan
(Father of First Party)

S.Rajaguru
(First Party)

2.R.Subramani
(Father of Second Party)

S.Suganya
(Second Party)"

3. The memorandum of understanding dated 21.11.2023 is taken on record. The Civil Miscellaneous Appeals stand disposed of in terms of the memorandum of understanding dated 21.11.2023 and the same shall form part of the decree. No Costs.

(D.K.K.,J.) (P.B.B.,J.)
06.12.2023

Index : Yes/No
Neutral Citation : Yes/No
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To

The Family Court,
Salem.

Page Nos.7/8



WEB COPY



C.M.A. Nos.1344 and 1347 of 2022

**D.KRISHNAKUMAR, J.,
and
P.B.BALAJI, J.,**

mmi

C.M.A. Nos.1344 and 1347 of 2022

06.12.2023

Page Nos.8/8