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C.M.A.No.1834 and 871 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.10.2024

CORAM

THE HONOURABLE MRS. JUSTICE J.NISHA BANU
and
THE HONOURABLE MRS. JUSTICE R.KALAIMATHI

C.M.A.Nos.1834 and 871 of 2024

Suresh.M @ Venkatesh

... Appellant
in both C.M.As.

Vs.

Rajeswari

... Respondent
in both C.M.As.

Common Prayer: These Civil Miscellaneous Appeals are filed under Section 19 of Family Courts Act r/w u/s 28(4) of the Hindu Marriage Act to set aside the judgment and decree passed by the Family Court, Namakkal in F.C.O.P.No.62 of 2022 dated 31.10.2023.

For Appellant : Mr.M.Anirudh A.Sriram
in both C.M.As.

For Respondent : Mr.K.A.Mariappan
in both C.M.As.

COMMON JUDGMENT



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(Judgment of the Court was delivered by J. Nisha Banu, J)

These Civil Miscellaneous Appeals have been filed by the appellant/husband against the fair and decreetal order dated 31.10.2023 dismissing the F.C.O.P.No.62 of 2022 seeking to dissolve the Marriage and allowed the Restitution of Conjugal rights filed by the respondent wife in O.P.No.226/2022.

2. Today, when the matters were taken up for hearing, learned counsel for the appellant and the respondent would state that pending these appeals, the appellant and the respondent settled the issue among themselves and decided to live separately. Learned counsel for the appellant and the learned counsel for the respondent filed a Memorandum of Compromise cum Settlement Agreement dated 28.10.2024 duly signed by the parties and their respective counsel.

3. The appellant/husband has paid the one time settlement amount by way of two Demand drafts both dated 24.10.2024, vide DD.No.491650 for an amount of Rs.5,50,000/- and vide DD No.966406 for an amount of



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Rs.11,00,000/- totaling a sum of Rs.16,50,000/-, which was produced before this Court and handed over to the respondent/wife and an amount of Rs.10,000/- has been paid to the respondent/wife in cash.

4. Learned counsel appearing on either side would state that the Civil Miscellaneous Appeals may be disposed of in terms of joint memorandum of compromise.

5. The Memorandum of Compromise cum Settlement Agreement dated 28.10.2024 is extracted hereunder:

**"MEMORANDUM OF COMPROMISE
CUM SETTLEMENT AGREEMENT**

*This MEMORANDUM OF COMPROMISE CUM SETTLEMENT AGREEMENT entered into on 28.10.2024 BETWEEN **Mr.Suresh.M @ Venkatesh**, aged about 50 years old, residing at, Old No.98, New No.80, Rama Street, Nungambakkam, Chennai – 600 034. (Hereinafter called as **First Part**)*

And

***Mrs.Rajeshwari** D/o Arumugam, aged about 42 years, residing at No1/91, Kizhakupaguthi, Kallankulam, Pudupalayam, Namakkal-637408. (Hereinafter called as **Second Part**).*



WHEREAS

1. Disputes and differences had arisen between the Parties hereto, whereas the First part herein has assailed the Common Judgment and Decree passed by the Family Court, Namakkal in F.C.O.P.No.62 & 226 of 2022 dated 31.10.2023 before the Hon'ble Madras High Court in CMA.Nos. 871 & 1834 of 2024, wherein the Divorce case instituted by the First part on the ground of cruelty came to be dismissed by the Hon'ble Family Court, Namakkal in FCOP No.62 of 2022 and the Restitution of Conjugal Rights case instituted by the Second part was decreed by the trial court in FCOP No.226 of 2022 in the above referred cases.

2. The matter was referred to mediation/conciliation vide an order passed by the Hon'ble Madras High Court dated 15.07.2024.

3. The parties agreed that V. Gandhimathi would act as Mediator/Conciliator.

4. Several meetings were held during the process of Mediation/Conciliation from 22.07.2024 to 13.09.2024 and the parties, with the assistance of the Mediator/ Conciliator voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will have arrived at this Settlement Agreement in the presence of the Mediator/Conciliator.

6. The following settlement has been arrived at between the



Parties hereto:

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a) Upon mutual consent, the Second part(Rajeshwari) has agreed to receive a sum of Rs.16,60,000/- (Rupees Sixteen lakhs Sixty thousand only) from the First part as one time settlement towards maintenance of the party of the Second part.

b) The Second part has agreed to receive the above said one time settlement amount by way of two Demand drafts both dated 24.10.2024, vide DD No.491650 for an amount of Rs.5,50,000/- and vide DD No.966406 for an amount of Rs.11,00,000/- totaling a sum of Rs.16,50,000 /- and an amount of Rs.10,000/- has been paid to the Second Part in cash who hereby acknowledges the receipt of above said payments upon executing this present agreement. Both the parties agree that the original copy of said Demand drafts will be produced at the time of hearing before the Hon'ble High Court of Madras in CMA No.871 of 2024 & CMA.No.1834 of 2024.

c) The Second part hereby undertakes and agrees that she will not make any further demands/claims from the First part of any nature after receiving the one-time settlement as mentioned in clause (a) & (b).

d) The First part and the Second part mutually undertake that either parties shall not initiate any further civil and criminal proceedings against each other in future.

e) Both parties mutually agree for grant of divorce on the ground of mutual consent. In this regard, the Second part has no objection



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and expresses her consent for allowing CMA.No.1834 of 2024 which was filed challenging the order the Hon'ble Family Court, Namakkalin FCOP No.62 of 2022 and the said order of Family court in FCOP No.62 of 2022 dated 31.10.2023 can be set aside by recording the present joint compromise by granting decree of Divorce on the ground of mutual consent of the parties.

f) Both the parties mutually agree that CMA.No.871 of 2024 in which the subject matter of challenge is the Judgment and Decree passed in F.C.O.P.No.226 of 2022 dated 31.10.2023 can be allowed and as a consequence, the judgment and decree passed by the Hon'ble Family Court, Namakkal in FCOP.No.226 of 2022 can be set aside by recording the present settlement arrived between the parties.

g) Both the parties have mutually exchanged the articles and there is no claim against each other in respect of articles in future and the party of the second part agree that she would not to make any further claim in any manner whatsoever in the future.

h) Both the parties have jointly agreed that there is no collusion between the either of the parties (namely party of the First part and Second part) in presenting the present memorandum of compromise cum settlement agreement out of their free will and without anybody's compulsion or coercion.

7. By signing this Agreement, the parties hereto state that they have no further claims or demands against each other with respect to the order passed by the Hon'ble Family Court,



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Namakkal in M.C.No.22 of 2021 dated 31.10.2023 and CMA.Nos.871 & 1834 of 2024 as such, all disputes and differences in this regard have been amicably settled between the Parties here through the process of conciliation/Mediation."

6. Thus, in terms of the Memorandum of Compromise cum Settlement Agreement

- (i) there shall be decree for divorce between the appellant and the respondent;
- (ii) the order dated 31.10.2023 passed in F.C.O.P.No.62 of 2022 and O.P.No.226 of 2022, is hereby set aside.

5. The Civil Miscellaneous Appeals are disposed of in terms of the Memorandum of Compromise cum Settlement Agreement dated 28.10.2024 and the same shall form part of the decree. No costs.

(J.N.B, J.) (R.K.M., J.)
29.10.2024

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To

The Family Court, Namakkal.



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