



C.M.A.Nos.2660 and 2661 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.10.2024

CORAM

THE HONOURABLE MRS. JUSTICE J.NISHA BANU

and

THE HONOURABLE MRS. JUSTICE R.KALAIMATHI

C.M.A.Nos.2660 and 2661 of 2022

R.Sivabal ... Appellant in both C.M.As.,
Vs.

T.Nirmala ...Respondent in both C.M.As.,

Common Prayer: These Civil Miscellaneous Appeals are filed under Section 19 of the Family Courts Act, against the judgment and decree passed in H.M.O.P.No.4999 of 2014 and H.M.O.P.No.1933 of 2017 dated 07.06.2022 on the file of the VII Additional Principal Judge, VII Additional Family Court, at Chennai.

For Appellant : Mr.S.Swaminathan

For Respondent : Mrs.P.Srividhya

COMMON JUDGMENT

(Judgment of the Court was made by **R.Kalaimathi, J.,**)

These Civil Miscellaneous Appeals have been filed by the



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appellant/husband, aggrieved by the common order dated 07.06.2022 passed in H.M.O.P.No.4999 of 2014 and H.M.O.P.No.1933 of 2017 dated 07.06.2022 on the file of the VII Additional Principal Judge, VII Additional Family Court, at Chennai.

2. Today, when the matter is taken up for hearing, the learned counsel for the appellant as well as the learned counsel for the respondent would state the appellant and the respondent had resolved all the issues between themselves and they have mutually agreed for divorce and they have also filed a Compromise Memo dated 18.09.2024 which is duly signed by the parties and their respective counsels. The learned counsel appearing on either side would also state that the Civil Miscellaneous Appeal may be disposed of in terms of Memorandum of Compromise filed by the parties and that the marriage solemnized between the appellant and the respondent on 11.06.2009 (*registered as "Serial Number of Marriage: 578 of year 2009 (M.C. No. 2978 of 2009), on the file of the SRO, T.Nagar, Chennai-600 017, on 10/09/2009*) performed between the parties may be dissolved.

3. Compromise Memo dated 18.09.2024 is extracted hereunder:

MEMORANDUM OF UNDERSTANDING ('MoU')



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This MoU is entered in Chennai at the Mediation Centre of this Hon'ble Madras High Court on this 18th day of September 2024.

BY AND BETWEEN

MR. R. SIVABAL, son of Mr.M.Radhaswamy, Hindu, aged about 47 years, presently residing at Door No. 77/6, Thirumurugan Salai, Chitlapakkam, Chennai 600 064 hereinafter referred to as the First Party.

AND

MS. T.NIRMALA, daughter of Mr. Thiruvengadam and wife of Mr. R. Sivabal, Hindu, aged about 47 years having residence at 25/13, Perumal Koil Street, Saidapet, West Chennai 600 015 hereinafter referred to as the Second Party.

Both the parties are jointly referred to as Parties, and individually as the First Party and the Second Party respectively.

WHEREAS:

1. The Parties of the First and Second Part are lawfully wedded Husband and wife and the marriage between them was solemnized on 11/06/2009 at Bharathram Kalyana Mandabam, West Mambalam, Chennai 600 033, as per Hindu rites and customs, which was subsequently registered as "Serial Number of Marriage: 578 of



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year 2009" (M.C. No. 2978 of 2009), as on the file of the SRO, T.Nagar, Chennai-600 017 on 10/09/2009.

2. Unfortunately, both the Parties had differences of opinion with each other. The Party of the First Part had filed the petition for divorce through HMOP No. 458 of 2014 at Tambaram Subordinate Court. The Party of the second part had then filed the petition for Restitution of Conjugal Rights through HMOP No. 4999 of 2014 in the Family Court, Chennai. On the order of this Hon'ble High Court, the divorce petition was then transferred to the Family Court and re-numbered as 1933 of 2017.

3.Both the HMOP's were tried together and the petition for divorce was dismissed and the restitution petition was allowed by the VII Additional Family Court, Chennai. Aggrieved by the dismissal of his divorce petition, the party of the First Part preferred appeals before this Hon'ble High Court through CMA Nos. 2660 and 2661 of 2022. The said CMA numbers were referred to mediation by this Hon'ble High Court.

4. The Parties submit that irreconcilable differences had arisen between them hereto



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resulting in the irretrievable breakdown of marriage. Both the Parties were individually and jointly advised and counseled by friends, family members and well-wishers, but in spite of the same, and all possible steps taken by the friends, family members and well-wishers, the parties were unable to reconcile. Hence, the Parties have now mutually agreed and decided that there is no reason for the continuance of the marital relationship and thus they have agreed upon dissolution of their marriage on the terms agreed hereunder. Before the mediators, a settlement was arrived at and the parties have agreed to the terms of the arrived settlement.

5. The Parties wish to enter into a MoU to settle and reduce into writing the responsibilities arising out of the dissolution of the marriage between them and the rights and obligations of the Parties vis-à-vis each other with regards to the alimony, return of articles, etc.

6. Now, it is hereby mutually agreed and declared by and between the parties hereto as follows:

The party of the Second Part do hereby admits and agrees for the Grant of Divorce and for



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Allowing the present C.M.A. Nos. 2660 and 2661 of 2022 on the following terms:

- The Petitioner/Husband agreed to pay the one-time permanent alimony of Rs. 24,00,000/- only (Rupees Twenty Four Lakhs only) towards settlement to the Respondent/Wife.
- The Respondent/Wife agreed for the above mentioned arrangement of one-time permanent alimony of Rs. 24,00,000/- only (Rupees Twenty Four Lakhs only) to be paid on or before 30/09/2024.
- As agreed by the Petitioner/Husband, he had paid Rs. 10,00,000/- only (Rupees Ten Lakhs only) on 29th August, 2024 (29/08/2024) by way of a cheque bearing number 159612 drawn on Indian Bank to the Respondent/Wife as the first installment.
- *As agreed by the Petitioner/Husband, he had paid Rs. 3,20,000/- only (Rupees Three Lakhs and Twenty Thousand only) on the morning of 10th September, 2024 (10/09/2024) through RTGS under UTR reference number IDIBR5202409104-1011734, and the remaining Rs. 10,80,000/- only (Rupees Ten Lakhs and Eighty Thousand only) on the evening of 10th September 2024 (10/09/2024)*



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through RTGS under UTR reference number PUNBR52024091012439844 respectively to the Respondent's/Wife's A/c No. 01411610018233 in the name of Nirmala T, IFSC Code HDFC0000141 HDFC BANK RA PURAM BRANCH CHENNAI – 28.

- *The Respondent/Wife admits and agrees that she had received the entire agreed sum of Rs. 24,00,000/- only (Rupees Twenty Four Lakhs only) as on 10th September 2024 (10/09/2024).*

- *As agreed by the Petitioner/Husband, he had returned the Cot, Bureau and one Silver Vinayagar Maadam article to the Wife/Respondent on 14th September 2024 and the party of the second part had received the same on the said date: that is on 14th September 2024.*

7. In pursuance to the above agreement, The Respondent/Wife hereby agrees that she shall not claim any amount as her maintenance in future in view of the payment of permanent alimony as stated above.

- *The parties further agree that both have no other claims against each other at present and will not have any claim or right in future.*



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- *Both parties agree that they will not in any way misuse the individual photographs/joint photographs of each other anywhere including the social media.*
- *Both parties agree to choose and lead an individual life of their own choice and they further confirm that either party will not interfere in the life of the other party and their family and friends in any manner, whatsoever.*
- *Both undertake not to file any compliant/suit/petition in future against each other and their family members and friends before any authority under the provisions of the Hindu marriage Act or under the provisions of any other law.*
- *Both further agree that there will be no future litigations, either in the nature of civil or criminal against each other or against their respective family members.*
- *Both parties agree not to create any problem to each other now or in future.*
- *It is expressly agreed that both parties shall extend the maximum cooperation to each other as required for the sake of obtaining an order of*



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Divorce and if any further petition/affidavits need to be done, both the parties shall co-operate in obtaining the order of divorce without much delay in any manner whatsoever.

8. NO FURTHER CLAIMS

The Parties hereto agree that they shall have no further claims against each other in relation to the past, present and future in respect of maintenance, alimony, return of gold ornaments and properties. The Parties hereto mutually release each other from all sums of money, accounts, actions, proceedings, claims and demands whatsoever which either of them at any time had or has till date against each other for any reason or in any respect of act, cause, matter or thing.

Both parties agree for the cancellation of their marriage which was registered as "Serial Number of Marriage: 578 of year 2009 (M.C. No. 2978 of 2009), as on the file of the SRO, T Nagar, Chennai-600 017 on 10/09/2009.

Both parties agree to file this compromise memo in C.M.A. Nos. 2660 & 2661 of 2022 for dissolving the marriage on mutual grounds and also pray to this Hon'ble High Court for allowing the Appeals



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and that this compromise memo shall be part of the decree and judgement and thus render justice.

IN WITNESS WHEREOF, THIS MoU IS EXECUTED ON THIS 18th DAY OF SEPTEMBER 2024 AS WRITTEN HERE-IN-ABOVE.

4. The above Memo of Understanding filed by the parties is recorded.

5. In view of the above Compromise Memo filed by the appellant and the respondent, the the judgment and decree passed in H.M.O.P.No.4999 of 2014 and H.M.O.P.No.1933 of 2017 dated 07.06.2022 on the file of the VII Additional Principal Judge, VII Additional Family Court, at Chennai, are hereby set aside and the marriage solemnized between the appellant and the respondent on 11.06.2009 (*registered as "Serial Number of Marriage: 578 of year 2009 (M.C. No. 2978 of 2009), as on the file of the SRO, T Nagar, Chennai-600 017 on 10/09/2009*) is dissolved and a decree of divorce is granted. Accordingly, the Civil Miscellaneous Appeal is disposed of in terms of the Compromise Memo filed by the parties. The above Compromise



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Memo dated 18.09.2024 shall form part of the decree. No costs.

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(J.N.B. J.,) (R.K.M. J.,)
01.10.2024

Index : Yes / No
Internet : Yes
ssn

To

The VII Additional Principal Judge,
VII Additional Family Court,
Chennai.

J. NISHA BANU, J.,
and
R.KALAIMATHI, J.,
ssn



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