



WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 27.03.2024**

**CORAM:**

**THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI**

**Cont.P. No. 2975 of 2023**

1 K.Niyazdeen

...Petitioner

Vs.

Mrs.Mariam Banu

...Respondents

PRAYER : This petition has been filed under Section 11 of Contempt of Court Act, 1971, to punish the respondent for having willfully disobeyed the order of this Hon`ble Court dated 28.4.2016 in CrI.O.P.No.3343 of 2016.

For Petitioner : Mr.D.Prasanna

For Respondent : Mr.K.Santhakumari

**ORDER**

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The petitioner herein filed this petition to punish the respondent for having willfully disobeyed the order of this Court dated 28.4.2016 in Crl.O.P.No.3343 of 2016.

2. The petitioner is the husband of the respondent. The learned counsel for the petitioner submits that as per the order of this Court dated 16.02.2016 in Crl.OP. No. 3344 & 3343 of 2016 the petitioner and the respondent appeared before the Tamil Nadu Mediation and Conciliation Centre and settlement was arrived between them as per the terms of the joint compromise memo the petitioner had given permanent alimony of Rs.5 lakhs including purchased in the name of the minor daughter thereby he complied the terms of the compromise. Now, contrary to the terms wife/respondent initiated M.C proceedings against the petitioner as such is clear abuse of process of law and wilfully disobeyed the order of this Court. Hence, he filed the contempt of Court proceedings.

3. By way of reply, the learned counsel for the respondent/wife submits that the petitioner not paid the amount as per the terms of the agreement and also not purchased the property in favour of the minor daughter thereby initiated maintenance claim. Furthermore, the petitioner purchased the property in favour of the daughter which less than two lakhs



fifty thousand. Thereby, they have not complied the terms of the Joint compromise memo. The learned counsel for the petitioner submits that he gave five lakhs to the respondent but she purchased the property for lesser value. But, suppressing the above, she filed maintenance case. But the same was denied by the respondent that she never received a sum of Rs.5 lakhs from the petitioner and the value of the property purchased by the petitioner is Rs.2.15 lakhs and it was handed over to the respondent as per the terms of the compromise memo. The learned counsel for the petitioner submits that Rs.5 lakhs was given by the petitioner from which she alone purchased the said property. But the respondent who appeared before this court stated that she has not received any amount from the petitioner she signed in the register only at the instance of the Masjid.

4. Records perused. The petitioner claimed that he paid Rs.5 lakhs to the respondent as per the joint compromise memo. According to the respondent, the value of the property is not worth about Rs.5 lakhs but the petitioner denied the same stated that the petitioner complied with the terms of the joint compromise but she violated the terms of the joint compromise memo filed by filing maintenance case. If at all she violated the terms, there is no material evidence on the side of the petitioner to prove the same in respect of payment of the said amount. Therefore, she filed the maintenance



case which would not amount to contempt of Court. However, the liberty is granted to the petitioner to work out his remedy before the Trial Court.

Accordingly, this petition is dismissed as no merits. No Costs.

**27.03.2024**

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To

- 1.The Public Prosecutor,  
High Court, Madras.
- 2.The IV Additional Family Court, Chennai.

**T.V.THAMILSELVI, J.**



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