



CM.A.No.2976 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.04.2024

CORAM

**THE HONOURABLE MR.JUSTICE M.SUNDAR
AND**

THE HONOURABLE MRS.JUSTICE K.GOVINDARAJAN THILAKAVADI

C.M.A.No.2976 of 2018

and C.M.P.Nos.22567 of 2018 & 11013 of 2019

T.Maria Amala Jerline,

...Appellant/Respondent

Vs.

A.Agnel(Maria Agnel Rajesh)

... Petitioner/Respondent

Civil Miscellaneous Appeal filed under Section 19 of the Family Court Act, 1988, against the judgement and order dated 04.10.2018 made in I.D.O.P.No.29 of 2017 on the file of the Family Court at Chengalpet and prays for setting aside the same.

For Appellant : Mr.V.Kannan

For Respondent : Mr. G.Ramanujam



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JUDGMENT

(Judgment of the Court was made by K.GOVINDARAJAN THILAKAVADI, J.,)

The captioned civil miscellaneous appeal is directed against the judgment and decree dated 04.10.2018 made in I.D.O.P.No.29 of 2017 on the file of the Family Court at Chengalpet

2. After appearance of the respondents, both sides suggested that the matter can be referred to a mediator to explore the possibility of an amicable settlement between the parties. In pursuant to the earlier proceedings dated 22.03.2024, the matter was referred to the mediator, who has reported that the dispute has been resolved between the parties amicably. As per the circular in R.O.C.No.111/2006-CON.ESTT.I, the matter is posted before this Court.

3.Heard both sides for recording the settlement.

4.The scanned reproduction of the Mediation Agreement is extracted as hereunder:



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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT entered into on 22-March-2024 between
r. Maria Amala Jerline (THE APPELLANT)

And

A. Agnel (The RESPONDENT)

WHEREAS

1. Disputes and Differences had risen between the Parties hereto and CMA NO.: 2976 was filed on 2018 before Madras High Court.
2. The matter was referred to mediation vide an order dated 22-Mar-2024 passed by Honorable Justice M. Sunder. J & Honorable Justice K. Govindarajan Thilakavadi. J
3. The parties agrees that Mr. Adhilakshmi Logamurthy would act as their mediator.
4. Several sessions of meetings were held during the process of mediation on 22-Mar-2024 and the parties have with the assistance of the mediator 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 arrived at this Settlement Agreement in the presence of the Mediator.

M. Amala Jerline



A. Agnel



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6. The following settlement has been arrived at between the parties hereto:

- a) The Respondent (A. AGNEL) in the above CMA has agreed to pay a sum of Rs. 5,000/- per month (10th of every Calendar Month) from April-24 to the minor child Maverick Joash till the attainment of age of 23 years through Electronic Clearing Service (ECS) to Appellant Bank namely Bank of Baroda, East Tambaram Branch, Chennai, Saving Account No.26320100019508, IFSC Code BARBOTAMBAR.
- b) The Respondent (A. AGNEL) in the above CMA has agreed to pay a sum of Rs. 10,000/- per month (10th of every Calendar Month) from April-24 to the Appellant (Maria Amala Jerline) upto 13 years (age of 58 years of the Respondent A. AGNEL) through Electronic Clearing Service (ECS) to Appellant Bank namely Bank of Baroda, East Tambaram Branch, Chennai, Saving Account No.26320100019508, IFSC Code BARBOTAMBAR.
- c) The Respondent agrees to pay School Fee for Minor Child Maverick Joash from 9th Std to 12th std.
- d) The Respondent agrees to return a sum of Rs. 96,138/- the amount already paid by the appellant for the 8th std fees through Cheque no.: 049027 (ICICI Bank) dated 01-Apr-2024.
- e) College Fee of Son Maverick Joash shall be discussed by both the parties Respondent and Appellant equally at the time of Admission in the College.
- f) LIC - Jeevan Kishore Policy No.70565993 for sum assured including bonus of Rs.5,00,000/- (at the time of maturity) in the name of minor child after

V. Tondang

Appellant



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changing his name from Nikhil Maverick to Maverick Joash. This LIC Policy is to be considered and compensated as part of the college fee.

- g) The Child Custody shall be with the Appellant. The Visitation rights of Son MAVERICK JOASH by the Respondent once in a month in the presence of MAVERICK JOASH'S Mother, the Appellant will accompany for a period of 6 months. After 6 months the visitation of the minor son without the presence of the Mother, if he is comfortable and wish to meet the father.
- h) The Appellant agrees to Withdraw pending matter CC/300913/2013 before Honorable Judicial Magistrate at Tambaram within one month. Further Appellant agrees not to re-open the DV case no.: 300021/2013 which was dismissed for Default. Appellant and Respondent agrees not to file any other legal proceedings of Civil or Criminal Nature against each other or their family members or legal heirs pertaining to the above matrimonial disputes.
- i) A consolidated arrears of maintenance amount arrived at 2 Lakhs shall be paid in 5 installments within 3 months from today. The first installment of Rs. 40000/- by way of cheque bearing No.: 049078 (ICICI Bank) dated 25-Apr-2024 paid to Appellant today 22-Mar-2024.
- j) The Respondent in the above CMA has agrees to execute a settlement deed in favour of the minor child in respect of 30% undivided share in the property owned by him namely House, Ground and premises bearing Door NO. 152-A, 6th Cross Street, Parvathy Nagar, Madambakkam, Chennai. Settlement of Property Share of 30% registered in the name of minor Son, retaining Life interest for the Respondent, and can be claimed by Son after Respondent's death.

V. Talar

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- k) Respondent agrees to handover stridhana articles of Almairah and Dressing Table and further agrees to pay Rs. 10000/- towards all other balance items within one month.
- l) Considering the above 11 points there are no claims or counter claims between respondent and appellant with respect to all the outstanding issue.
- m) Both the Appellant and Respondent do not have any Past, Present and Future Claims or counter claims apart from the above agreement.
7. By signing this Agreement, the parties hereto state that they have no further claims or demands against each other with respect to CMA No.: 2976/2018 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of mediation. Any other outstanding dispute between appellant and respondent will be solved amicably and they will bury the hatchet.

Dated at Chennai on this the 22nd day of March 2024

S. Suresh
Appellant

[Signature]
Counsel for Appellant

[Signature]
Respondent

G. Panayijam
Counsel for Respondent



5. The Mediation settlement is produced which is seen signed by both parties and counter signed by the respective counsel. The counsel for the respective parties are before this Court. It is informed that the parties have



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appeared before the Mediator at the time of Mediation. Hence, their appearance before this Court today is dispensed with. We are satisfied that the parties have voluntarily entered into the Mediation settlement. Hence, we are inclined to accept it. The Mediation Agreement dated 22.03.2024 is approved. It will form part of this order.

6. We also record our appreciation to the Mediator for her valuable service in resolving the dispute amicably. In view of the Mediation settlement and Mediators report dated 22.03.2024, this civil miscellaneous appeal in C.M.A.No.2976 of 2018 is disposed of in terms of Mediation settlement dated 22.03.2024. Consequently, connected miscellaneous petitions if any pending are also stand disposed of. The petitioner in I.D.O.P.No.29 of 2017 is entitled for refund of Court fee as per Rules.

[M.S.,J]

[K.G.T.,J]

30.04.2024

vsn

Internet: Yes/No

Index: Yes/No

Speaking/Non-speaking order



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To

1. The Family Court Judge, Chengalpet
2. The Section Officer,
VR Section, High Court, Madras.

M.SUNDAR,J.



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CM.A.No.2976 of 2018

and

K.GOVINDARAJAN THILAKAVADI, J.

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