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C.M.A.No.1543 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 21.02.2025

CORAM:

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

C.M.A.No.1543 of 2024

Vidhya Janakiraman

... Appellant

VS.

Balaji Sundararajan

... Respondent

Prayer :- CMA filed under Section 19 of the Family Court Act, 1984, preferred against the judgment and decree dated 22.08.2023 passed in O.P.No.418 of 2020 by the Principal Judge, Family Court, Chennai.

For Appellant : Ms.Geeta Ramaseshan

For respondent : Mrs.Sheila Haemavathy

JUDGMENT

[Judgment of the Court was made by R.KALAIMATHI, J.]

The above CMA has been filed by the appellant/wife as against the



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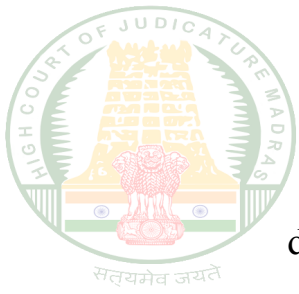
judgment and decree dated 22.08.2023 passed in O.P.No.418 of 2020 by the

Principal Judge, Family Court, Chennai. The learned Judge, Family Court, granted decree of divorce and allowed O.P.No.418 of 2020 filed by the husband on the grounds of cruelty.

2. The learned counsel for the appellant/husband and the respondent/wife would state that the matter is settled before the Mediation Centre and terms of settlement is also arrived at and a joint memorandum of compromise is entered into between the parties.

3. The terms of the settlement, is as hereunder:-

“a. The respondent is making a payment of a sum of Rs.50,00,000/- (Rupees Fifty Lakhs) in favour of the appellant in full and final settlement of all claims for maintenance/alimony past, present or future in any form either civil or criminal in lieu of the same, the appellant gives up all claims of maintenance for past, present and future in any form civil and criminal and undertakes not to make any further claims towards maintenance or alimony. The payment shall be made by way of two demand



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drafts.

b. The parties will not make any claims against each other for the division of any properties immovable or moveable. All properties that are standing the name of the individual parties will remain as their sole and absolute property.

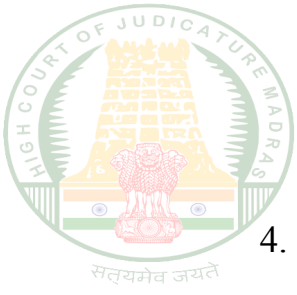
c. The appellant and respondent state that they do, hereby agree that they do not/will not claim any right of charge over properties if any already acquired by either of them or to be acquired in the future.

d. The parties agree not to contact each other and their families directly or indirectly through social media or any other means and agree not to damage each other's reputation in any future point of time after the dissolution of marriage in order to respect and protect their privacy.

e. The parties agree mutually that none of the documents, photos, videos relating to the parties shall be misused against each other in future.

f. The parties agree that they will not initiate any form of civil or criminal proceedings against each other hereinafter before any forum regarding this marriage dispute.

g. The appellant and respondent have each taken possession of their own articles and jewels and will make no further claims against each other for the return of the same. “



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4. The CMA is disposed of in terms of the above Joint Compromise Memo.

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[J.N.B.J.]

[R.K.M.J.]

21.02.2025

Index: Yes/No
Internet: Yes/No
nvsri

To

1. The learned Principal Judge, Family Court, Chennai.



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J.NISHA BANU,J.

and

R.KALAIMATHI, J.

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