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C.M.A.No.831 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.08.2025

CORAM

THE HONOURABLE MRS. JUSTICE J.NISHA BANU

AND

THE HONOURABLE MR. JUSTICE M.JOTHIRAMAN

C.M.A.No.831 of 2025

and

C.M.P.No.6639 of 2025

Meena Rukmani
D/o K.R.Muthu Ganesan

..Appellant

Vs.

Arunachalam Suna Pana
S/o Subramanian

..Respondent

Prayer: Civil Miscellaneous Appeal filed under Section 19(1) of the Family court Act, to set aside the judgment and decretal order in HMOP No.799 of 2020 dated 03.01.2025 on the file of Principal Judge, Family Court, Chennai.

For Appellant

: Mr.V.Raghavachari,
Senior Counsel
for Mrs.Srimathi.V.

For Respondent

: Mr.G.R.M.Palaniappan



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JUDGMENT

(The order of the Court was made by J.Nisha Banu,J.)

This Civil Miscellaneous Appeal has been filed by the appellant/ wife to set aside the judgment and decree dated 03.01.2025 passed in HMOP.No.799 of 2020 by the Principal Judge, Family Court, Chennai, in which, the petition filed by respondent/husband for divorce was granted on the ground of cruelty.

2. Today, when the matter is taken up for hearing, learned counsel for the appellant and the respondent would state that pending the appeal, the appellant and the respondent settled the issue among themselves and they have filed a memo of compromise dated 13.08.2025 duly signed by the parties and their respective counsel. Learned counsel appearing on either side would also state that the Civil Miscellaneous Appeal may be disposed of in terms of Memorandum of Compromise and that the marriage dated 28.10.2018 performed between the parties may be dissolved.

3. The Memorandum of Compromise dated 13.08.2025 is extracted hereunder:

MEMORANDUM OF COMPROMISE

The appellant preferred the appeal against the fair and decreetal order dated 03.01.2025 passed in O.P.No.799



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of 2020, on the file of Principal Judge, Family Court, Chennai, granting divorce filed at the instance of respondent herein.

1. Several proceedings are pending against either of the parties and were not to their stature. The elders in the family have deemed fit to put an end to the benefit of both the families and suggested the methodology. the appellant and the respondent also felt in their best interest to resolve all disputes once and for all and have entered into the following memo of compromise.

NOW THIS MEMORANDUM OF COMPROMISE WTINESSETH AS FOLLOWS:

1. The respondent has paid a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) to the appellant towards settlement and also returned the sum of Rs.6,00,000/- (Six Lakhs Only) which was given to the respondent at the time of marriage. Hence the full and final settlement amount arrived at Rs.31,00,000/- (Rupees Thirty One Lakhs Only). The Respondent shall pay the balance sum of Rs.5,00,000/- (Five Lakhs Only) as permanent alimony on the date of filing this Memo before this Court and the appellant shall have no further claim against the respondent.

2. The Appellant shall withdraw the M.C.No.271 of 2020 on the file of Principal Judge, Family Court, Chennai and all connected proceedings arising therefrom.

3. The appellant shall withdraw the Domestic Violence



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case in D.V.C.No.100 of 2024 pending on the file of XXIII Metropolitan Magistrate Court at Saidapet.

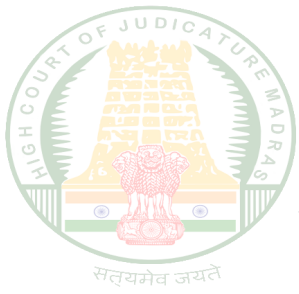
4. The Appellant had lodged police complaint alleging Criminal Breach of Trust in not returning the jewelleries given by the appellant during the time of marriage which has culminated into filing of the FIR in Crime No.18 of 2025 on the file of W-33, All Women Police Station, Virugambakkam. In the view of the compromise the appellant shall cooperate to have the complaint quashed in a manner known to law.

5. The parties hereby withdrawn all the allegations levelled by one against the other and divorce may be confirmed, shorn of the findings of the Family Court, treating it as one under mutual consent.

6. The appellant is not claiming any permanent alimony against the respondent. The Parties do hereby agree that they do not /will not claim any maintenance/ permanent alimony against each other at any time in future.

7. The Parties hereto agree that either of them do not have any claim or right or charge over properties held by the other and also their financial and bank accounts, if any acquired or to be acquired by either of them in the future.

8. The appellant agrees that she has received her entire diamond, gold and silver ornaments and other articles given at the time of marriage and personal belongings



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form the respondent and no movable items belonging to her remain with the respondent. Likewise, the respondent had received all his belongings/ movable properties from the appellant and as such there are no claims against each other with regard to movable items.

9. In terms of the compromise, the Respondent agrees to return remaining alamari and vessels located at Kothamangalam to the Appellant within 15 days.

The parties to the compromise have understood the terms and conditions and have voluntarily affix their hands and seal and pray this Hon'ble Court be pleased to record the Compromise Memo and dispose of the CMA and render justice.

Dated at Chennai on this the 13th day of August, 2025

Sd/-

APPELLANT

Sd/-

COUNSEL FOR APPELLANT

Sd/-

RESPONDENT

Sd/-

COUNSEL FOR RESPONDENT

4. The above Memorandum of Compromise dated 13.08.2025 is recorded. In view of the Memorandum of Compromise filed by the appellant and the respondent, the marriage solemnized between the appellant and the respondent on 28.10.2018 is dissolved and a decree of divorce is granted. Accordingly, the Civil Miscellaneous Appeal is disposed of in terms of the Memorandum of Compromise filed by the



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parties. The Memorandum of Compromise dated 13.08.2025 shall form part of the decree. No costs. Consequently, connected miscellaneous petition is closed.

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[J.N.B.,J.] [M.J.R.,J.]
14.08.2025

vsi

Speaking order/Non-speaking order
Neutral Citation: Yes/No

To

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



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J.NISHA BANU,J.
AND
M.JOTHIRAMAN,J.

Vsi

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