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C.M.A.Nos.1749 & 1812 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.11.2025

CORAM

**THE HONOURABLE MR.JUSTICE R.SURESH KUMAR
and
THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE**

C.M.A.Nos.1749 & 1812 of 2023

J.Gopi Vasanth Kumar

... Appellant in both cases

-Vs-

S.Revathy

... Respondent in both cases

COMMON PRAYER : Appeals under Section 19 of the Family Court Act against the common judgment and decree in O.P.Nos.800 & 1424 of 2015 dated 15.03.2023 on the file of V Additional Family Court, Chennai.

For Appellant : Mr.M.Mukilvannan
in both cases for Ms.Sudha Ramalingam

For Respondent : Mr.R.Dhamodaran
in both cases

COMMON JUDGMENT



C.M.A.Nos.1749 & 1812 of 2023

(Judgment of the Court was delivered by **R.SURESH KUMAR, J.**)

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The wife filed O.P.No.800 of 2015 and M.C.No.449 of 2015 and the said O.P was filed for restitution of conjugal rights. The husband filed O.P.No.1424 of 2015 for divorce on the file of V Additional Principal Family Court, Chennai. The trial Court having heard both the petitions as well as MC, allowed O.P.No.800 of 2015 and dismissed O.P.No.1424 of 2015. M.C.No.449 of 2015 was partly allowed.

2. As against the allowing of O.P.No.800 of 2015 and dismissal of O.P.No.1424 of 2015, the present civil miscellaneous appeals have been filed by the husband.

3. At one point of time, we referred both these matters to the Mediation Center to explore the possibility of settling these matters amicably between the parties.

4. The Mediation Center after having explored the possibility of settlement, has arrived at a settlement between the parties, and a mediation report to that effect dated 12.08.2025 along with the memorandum of



understanding signed by both the parties, have been forwarded to this Court.

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5. We have perused the said memorandum of understanding, where the parties have agreed upon on various terms. The relevant portion of the memorandum of understanding is recorded hereunder for ready reference:

"2.i. The Appellant has agreed to give a onetime full and final settlement of Rs.27,50,000/- (Rupees Twenty-seven Lakhs and Fifty Thousand only), towards all the past, present and future monetary demands of the Respondent with respect to her maintenance / permanent alimony / damages etc. The Respondent has agreed to receive the said sum of Rs.27,50,000/- in full and final settlement of all her past, present and future monetary demands for maintenance / permanent alimony / damages etc. from the Appellant.

ii. Further, the Appellant has returned 48 sovereigns of gold jewellery and the other silver articles (as mentioned in the document attached herewith) in his possession along with the household articles that were gifted at the time of marriage, to the Respondent. The Respondent hereby received the same towards all her past, present and future claims.

iii. The Respondent has agreed to return the "Thali", to the Appellant. The Appellant hereby agrees to receive the same towards all his past, present and future



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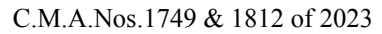
claims.

iv. The Appellant handed over the Demand Draft issued by ICICI Bank, Tiruvottiyour branch, Chennai bearing No.509894 of Rs.5 Lakhs to the Respondent on 12.08.2025 i.e. the last date of the mediation. The remaining amount of Rs.22.5 Lakhs will be presented to the Respondent on the date of the final hearing in open court. The Respondent agrees to return the "Thali" to the Appellant on the said date.

v. Both the Appellant and Respondent herein undertake to not initiate any further legal proceedings against each other and to move ahead with their lives independently, in view of this MoU made possible by the Mediation. The Respondent hereby states that she will not press M.C.No.449/2015 (disposed at present) which was filed by her against the Appellant or initiate any new legal proceedings against the Appellant with regard to maintenance for herself.

vi. The Appellant and the Respondent hereby agree and state that they will not precipitate any issue between themselves and have no further claims against each other, monetary or otherwise."

6. In view of this agreement reached between them, both the parties represented by their respective counsel make a plea that, since both have agreed



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8. With this direction and by recording the aforestated memorandum of understanding, both these Civil Miscellaneous Appeals are disposed of. However, there shall be no order as to costs.

(R.S.K., J.) (DR.A.D.M.C., J.)
12.11.2025

NCC : Yes / No
Index : Yes / No
Speaking Order : Yes / No

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To

1. The learned V Additional Principal Judge,
V Additional Family Court,
Chennai.
2. The Section Officer,
V.R. Section,
High Court,
Chennai.



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**R.SURESH KUMAR, J.
and
DR.A.D.MARIA CLETE, J.**

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