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C.R.P.No. 3283 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2025

CORAM :

THE HONOURABLE MR. JUSTICE A.D.JAGADISH CHANDIRA

C.R.P.No. 3283 of 2024

and

C.M.P.No. 17544 of 2024

K.R.Balasubramanian

... Petitioner

Vs

Kalaamani

... Respondent

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India, against the order dated 19.09.2022 passed in IA.No.3 of 2021 in OP.No.2973 of 2021 by the II Additional Principal Family Court, Chennai.

For Petitioner : Mr. M.Vijaya Kumar

For Respondent : Mr. C.Prabhu



C.R.P.No. 3283 of 2024

ORDER

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This civil revision petition is filed against the order dated 19.09.2022 passed in IA.No.3 of 2021 in OP.No.2973 of 2021, by the learned II Additional Principal Family Judge, Chennai.

2. When the matter was listed on 15.04.2025, both the learned counsel requested that the matter may be referred for mediation. Accordingly, the matter was referred to the Tamil Nadu Mediation and Conciliation Centre, High Court, Chennai.

3. Pursuant to the mediation, the matter was settled between the parties and a settlement agreement dated 10.06.2025, has been entered between them. The settlement agreement dated 10.06.2025 is extracted hereunder:



C.R.P.No. 3283 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Civil Appellate Jurisdiction)

C.R.P. No. 3283 of 2024

&

C.M.P.No. 17544 of 2024

X.R. Balasubramanian

Petitioner

Vs

Kalayamudi

Respondent



SETTLEMENT AGREEMENT

This settlement agreement entered into on 10.06.2025, between the petitioner / husband and the respondent / wife

WHEREAS

1. Disputes and differences had arisen between the parties hereto and C.R.P.No. 3283 of 2024 & C.M.P.No. 17544 of 2024 was filed before the Hon'ble Madras High Court.
2. The matters were referred to mediation with a order dated 15.04.2025 passed by the Hon'ble Mr. Justice A.D. Chandish Chandra and the Parties agreed that Mrs.S.Thanmozhi would act as the mediator.
3. Several mediation sittings were held from 31.04.2025 and the Parties have voluntarily arrived at an amicable solution resolving all the above-mentioned disputes and differences subsisted between them.
4. WHEREAS the Parties hereto confirm and declare that they have voluntarily and of their own free Will, arrived at this Settlement Agreement in presence of the Mediator Mrs.S. Thanmozhi.
5. NOW TERMS OF SETTLEMENT WITNESSETH AS FOLLOWS:

Monthly maintenance payments:

1. The petitioner / husband agrees to pay the respondent / wife a monthly maintenance of Rs.15,000/- as financial support. The payment structure shall be,
 1. Rs.10,000/- to be paid on or before the 10th of every month,



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ii) Rs. 5,000/- to be paid on or before 15th of every month.

License fee payment:

b. The petitioner / husband acknowledges that a license fee of Rs.20,00,000/- (Twenty lakhs only) is currently held by the Government and is expected to be released once the petitioner / husband surrenders the license.

c. The petitioner / husband hereby appoints the respondent/wife as his nominee for the full amount.

d. Upon surrender of the license by the petitioner or in any eventuality when the license gets cancelled, the license fee of Rs.20,00,000/- (Twenty lakhs only) shall be transferred to the respondent. If the respondent predeceases this eventuality, then this clause shall be rendered null.

e. The amount of Rs.20,00,000 (Twenty lakhs only) which would get release to the respondent as above shall be to the exclusive enjoyment of the respondent without interference from the petitioner. The petitioner agrees that he shall ^{not} claim the said amount or part of the amount for any of his liability.

f. In the event of the demise of petitioner prior to the release of the license fee, the respondent shall be entitled to receive the entire amount with any accrued interest thereon.

Redemption of pledged jewellery:

g. The petitioner agrees to redeem the jewellery pledged by the respondent on or before 31st December 2025.

Additional financial assistance:

h. The petitioner, as a gentleman's gesture at his sole discretion, may provide additional financial assistance to the respondent, if and when he receives any unexpected funds from external sources.

i. The same way as a good gesture of the respondent agrees to not disturb the petitioner in any way of hindrance to the smooth running and disturb the employees as well. ^{petitioner's business}

Withdrawal of legal cases:

j. Both parties agree to withdraw all the cases filed against each other in the family court and other courts ensuring no further legal disputes are pending against each other.



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Mutual understanding and peaceful coexistence:

- k. This agreement is entered into with an intention of enabling both parties to lead a peaceful life, free of further conflict or litigation.

Binding nature:

- l. This agreement shall be legally binding on both parties and shall not be subject to modification unless agreed upon in writing between the parties.
- m. Both the parties appeared in person before the Mediator without any representation of any counsel and the terms have been agreed upon between them after discussions.
- n. By signing this agreement, the parties hereto state that they have no further claims or demands against each other except as agreed above and C.R.P.No. 3283 of 2024 & C.M.P.No. 17544 of 2024 have been amicably settled by the parties hereto through the process of mediation.

Date: 11.06.2025

PARTIES SIGNATURE:

PETITIONER

RESPONDENT

K.R.BALASUBRA
MANIAN

(KALAA MANI)





C.R.P.No. 3283 of 2024

4. In view of the settlement arrived at between the parties, this civil revision petition is disposed of. Consequently, the connected miscellaneous petition is closed. No costs.

5. The settlement agreement dated 10.06.2025, filed by the parties shall form part of the Court records.

27.10.2025

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

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The II Additional Principal Family Judge,
Chennai.



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A.D. JAGADISH CHANDIRA, J.

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