



WEB COPY

CMA No.2600 of 2023 &
CMA No.561 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-08-2025

CORAM

**THE HONOURABLE MRS JUSTICE J. NISHA BANU
AND
THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN**

**CMA No.2600 of 2023 and
CMA No. 561 of 2024**

In CMA No.2600 of 2023

1. I.Nelson Naveen @ Nelson Naveen Anthony
S/o.A.Irudayaraj, Old No.38/2,
New No.12/2, Periyapalli Street,
R.A.Puram, Chennai-600028

... Appellant

Vs.

1. J.Jasmine Nirmal
W/o.I.Nelson Naveen @ Navin Nelson Antony,
No.4/130/9, 54-A, Ward 4, VOC Nagar,
Gudalur Post, Gudalur-643212

Respondent(s)

In CMA No.561 of 2024

1. J.Jasmine Nirmal
W/o.I.Nelson Naveen @ Navin Nelson Antony,
No.4/130/9, 54-A, Ward 4, VOC Nagar,
Gudalur Post, Gudalur-643212

... Appellant

Vs

1. I.Nelson Naveen @ Nelson Naveen Anthony
S/o.A.Irudayaraj, Old No.38/2, New No.12/2,
Periyapalli Street, R.A.Puram, Chennai-600028

Respondent(s)



PRAYER: Both the civil miscellaneous appeals have been filed under Section 19 of the Family Courts Act, 1984 to set aside the Judgment and decree passed in OP No. 22/2021 dated 19.07.2023 on the file of the Family Court, Udthagamandalam.

In CMA No.2600 of 2023

For Appellant(s): Mr. P.Wilson,
for M/s.A.S.Kailasam & Associates

For Respondent(s): Party in person

In CMA No.561 of 2024

For Appellant(s): Party in person

For Respondent(s): Mr. P.Wilson
For M/s.A.S.Kailasam & Associates

COMMON JUDGMENT

(Order of the Court was made by J.Nisha Banu J.)

Challenging the judgment and decree passed by the learned District Judge, Family Court, Udthagamandalam in O.P.No.22 of 2021, dated 19.07.2023, the appellant/ husband has filed CMA No.2600 of 2023 and the appellant/ wife has filed CMA No.561 of 2024.

2. The appellant/ husband in CMA No.2600 of 2023 has filed O.P.No.22 of 2021 before the Family Court praying to dissolve the marriage solemnized



between him and J.Jasmine Nirmal, who is the appellant in CMA No.561 /2024.

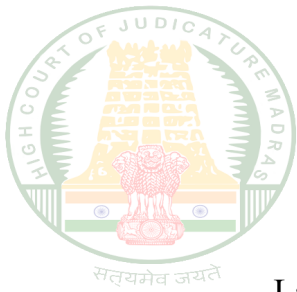
The said petition was allowed in part, granting judicial separation, instead of divorce. Challenging the said order, the instant appeals have been filed.

3. A perusal of the records reveals that the appellant/wife has also filed a case in DVC No.1/2022 before the said court seeking various reliefs under Sections 18, 19, 20 and 22 of the Domestic Violence Act. The said case was decreed in her favour on 19.07.2023, including the grant of maintenance of Rs.30,000/- per month. As against the said order, the appellant/husband has filed CRP 3965 of 2023 before this court.

4. Pending writ petition, the issues between the parties were settled in accordance with the settlement agreement dated 27.06.2025, having signed by the husband and his counsel and the wife (party in person).

5. Today, a memorandum of compliance, dated 11.08.2025, having signed by the appellant/husband and his counsel and the respondent/wife (party in person) is filed before this court. In the said compromise memo, it is stated as follows.

" 2. The appellant and respondent agree that as per the terms of the settlement agreement, the marriage solemnized between them on 31.08.2017 shall stand dissolved by a decree of divorce.



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3. The appellant has paid the respondent a sum of Rs.30.0 Lakhs by way of 3 Demand Drafts in the following manner.

(i) The appellant paid a sum of Rs.INR 9,00,000/- (Rupees nine lakhs) by way of 3 demand drafts in the following manner.

(i) The appellant paid a sum of INR 9,00,000/- (Rupees Nine Lakhs) to the respondent by way of demand draft No.009997, drawn on the Tamil Nadu Industrial Co-op, Bank, Mandavelipakkam Branch, dated 10.07.2025.

(ii) The appellant paid a sum of INR 9,00,000/- (Rupees Nine Lakhs) to the respondent by way of demand draft No.009998, drawn on the Tamil Nadu Industrial Co-op, Bank, Mandavelipakkam Branch, dated 10.07.2025.

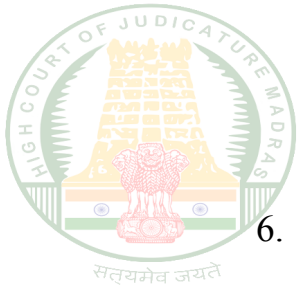
(iii) The appellant paid a sum of INR 9,00,000/- (Rupees Nine Lakhs) to the respondent by way of demand draft No.009999, drawn on the Tamil Nadu Industrial Co-op, Bank, Mandavelipakkam Branch, dated 10.07.2025.

(iv) The appellant paid a sum of INR 3,00,000/- (Rupees three Lakhs) to the respondent by way of a cash transfer.

4. The respondent has received the said sum of Rs.30.0 Lakhs in full and final settlement of all claims of maintenance and permanent alimony.

5. Hence CMA No.2600 of 2023 filed by the appellant may be allowed on the terms of the settlement agreement and CMA No.561/2024 filed by the respondent shall stand dismissed.

6. The appellant states that the copy of the settlement agreement datd 27.06.2025, duly signed by both parties is annexed herewith as proof of the compromise."



6. The memo of compliance dated 11.08.2025 is recorded. The appeal in CMA No.2600 of 2023 is allowed and CMA No.561 of 2024 is dismissed, in terms of the settlement entered into between the parties. The memo of compliance and the settlement agreement shall form part and parcel of this decree. No costs.

(J.NISHA BANU J.) (M.JOTHIRAMAN J.)
11.08.2025

Index: Yes/No
Internet: Yes
Neutral Citation: Yes/No
MST

To

1. I. Nelson Naveen @ Nelson Naveen
Anthony
S/o. A. Irudayaraj, Old No. 38/2, New
No. 12/2, Periyapalli Street, R.A. Puram,
Chennai-600028

2. J. Jasmine Nirmal
W/o. I. Nelson Naveen @ Navin Nelson Antony,
No. 4/130/9, 54-A, Ward 4, VOC Nagar,
Gudalur Post, Gudalur-643212.

3. The District Judge, Family Court,
Udagamandhalam.



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CMA No.2600 of 2023 &
CMA No.561 of 2



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

MST

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CMA No. 561 of 2024

11.08.2025