



C.M.A.No.2652 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 28.01.2025

CORAM:

**THE HONOURABLE MRS.JUSTICE J.NISHA BANU
AND
THE HONOURABLE MR.JUSTICE R.SAKTHIVEL**

C.M.A.Nos.2652 and 2653 of 2022

B.Kalaivani ... Appellant in both CMAs

VS.

S.Saravana ... Respondent in both CMAS

Prayer :- CMAs filed under Section 19 of the Family Court Act, praying to set aside the judgment and decree dated 30.09.2022 made in F.C.O.P.Nos.116 and 117 of 2021 passed by the learned Family Court Judge, Namakkal, Namakkal District.

For Appellant : Mr.M.R.Jothimanian

For respondent : Mr.S.K.Kannadasan

COMMON JUDGMENT

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J.NISHA BANU, J.

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The above CMAs have been filed by the appellant/wife praying to set aside the common judgment and decree dated 30.09.2022 made in F.C.O.P.Nos.116 and 117 of 2021 passed by the learned Family Court Judge, Namakkal, Namakkal District, whereby, the divorce petition filed by the husband was allowed and the conjugal rights petition filed by the wife has been dismissed.

2. At the time of admission, notice was ordered to the respondent/husband and interim stay was granted by order dated 01.12.2022.

3. Learned counsel appearing for both sides would submit that the matter has been settled and a memorandum of joint compromise is filed by the appellant and the respondent.

4. The parties are present before this court. The Memorandum of Joint Compromise filed by the appellant and the respondent, signed by both parties and their counsel is perused by us.



WEB COPY 5. Among other terms of the settlement, in paragraphs 3 to 10, it is agreed as hereunder:-

“3. The parties above respectfully submits that the both parties have gone through several sessions of counselling by Counsellors as well as elders, well-wishers and family friends, despite which they have not been able to reconcile themselves. They have now understood that they have not been able to live together on account of their differences in thoughts, views and likes and those they cannot reconcile themselves and live together. With a view to avoid ruinous litigation and to maintain family dignity and reputation, they have decided to put an end to the on-going never-ending litigation between them.

4. The parties above respectfully submits that they have no issues out of their wedlock and to put an end to their marital relationship herein and decided to dissolve their marriage mutually.

5. The parties above respectfully submits that the respondent/husband herein has agreed to pay a sum of Rs.42,00,000/- (Forty Two lakhs only) to the appellant/wife as permanent alimony and full and final settlement and the same was agreed by the appellant/wife.



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6. The parties above respectfully submits that the respondent/husband has paid a sum of Rs.42,00,000/- (Rupees Forty two lakhs only) vide Demand Draft drawn in favour of the Appellant/Kalaivani bearing No.500449 DATED 27.01.2025, ICICI Bank, Avadi, Chennai, as permanent alimony for the appellant/wife. Therefore, the appellant/wife shall not claim any further maintenance of alimony from the respondent after receiving the above said permanent alimony and both parties have no claims whatsoever against each other in future.

7. The appellant/wife has agreed to withdraw the maintenance case filed by her in M.C.No.38 of 2023 on the file of Family Court, Salem.

8. The parties above respectfully submits that the appellant/wife has no further claims against the respondent/husband in respect of any articles, jewels, valuables or testimonials and the appellant/wife has returned the Thali chain along with Mangalsutra to the respondent/husband on receiving the above said permanent alimony.

9. The parties above respectfully submits that both parties herein undertake not to communicate, disturb or try to reach



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other party in any means or ways directly or indirectly or through anybody in any manner which cause hindrance to the other party in their future course of life. Also both parties have assure each other that after executing of this Joint Compromise Memo, they will not discuss anything about their personal marital life, or with regard to the character of the relatives of the respective parties with any of the relatives either common or unknown or to any third parties, including posting anything damaging or maligning the reputation of either parties in the social network, or in any other forum.

10. The appellant and the respondent confirm and declare that they have voluntarily and of their own free will arrived at a settlement agreement/compromise in the presence of their respective counsels. “

6. In terms of the above Joint Compromise Memo, the respondent/husband has handed over the DD for Rs.42,00,000/- bearing DD number “500449” drawn in favour of the appellant on ICICI Bank dated 27.01.2025 to the appellant/wife.

7. Recording the Joint Compromise memo entered into between the parties, the above Civil Miscellaneous Appeals are dismissed. The parties



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shall follow the terms of the settlement scrupulously. The joint compromise

memo shall stand form part and parcel of the order. No costs.

[J.N.B.J.]

[R.S.V.J.]

28.01.2025

Index: Yes/No

Internet: Yes/No

nvsri

To

1. The learned Judge,

Family Court, Namakkal, Namakkal District.



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J.NISHA BANU,J.

And

R.SAKTHIVEL, J.

nvsri

Judgment in

C.M.A.Nos.2652 and 2653 of 2022

28.01.2025