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C.M.A.No.665 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 21.02.2025

CORAM:

THE HONOURABLE MRS.JUSTICE J.NISHA BANU
AND
THE HONOURABLE MRS.JUSTICE R.KALAIMATHI

C.M.A.No.665 of 2023

R.Senthil

... Appellant

VS.

S.Gayathri

... Respondent

Prayer :- CMA filed under Section 19 of the Family Court Act, 1984, praying to set aside order made in O.P.No.161 of 2020 dated 30.09.2022 on the file of learned II Additional Principal Judge, Family Court, Chennai.

For Appellant : Mr.V.Jayakumar

For respondent : Mr.S.Suresh



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JUDGMENT

[Judgment of the Court was made by R.KALAIMATHI, J.]

The above CMA has been filed by the appellant/husband praying to set aside the order passed by II Additional Principal Judge, Family Court, Chennai, dated 30.09.2022, wherein, the O.P.No.161 of 2020 filed by the wife for divorce was dismissed for default.

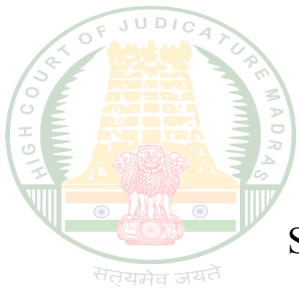
2. The learned counsel for the appellant/husband and the respondent/wife would state that the matter is settled before the Mediation Centre and terms of settlement is also arrived at and a joint memorandum of compromise is entered into between the parties.

3. The terms of the settlement, is as hereunder:-

“1.Custody and Maintenance of Children:

Custody of the two children, shall remain with the respondent/wife.

The appellant/husband agrees to deposit Rs.30 lakhs in long term Fixed Deposit in the name of minor daughter, S.Mirdula and Rs.13 lakhs in a Fixed Deposit in the name of minor son,



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S.VinayRajendran. The interest generated from these deposits shall be deposited to the account of the respondent and shall be utilized for the children's maintenance. The details of the respondent's bank a/c is:

Gayathri Subramanian

Indian Bank, MRC Branch

A/c.No.6238692601

IFSC Code: IDIB000M163

Pan No.BAIPG5651J “

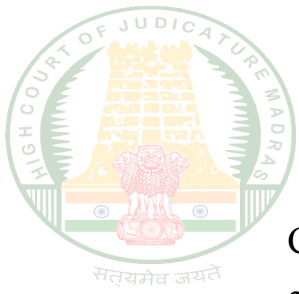
The appellant/husband shall provide the original Fixed Deposit Receipts to the respondent/wife and both the parties shall be joint guardian of the fixed deposit made in Bank.

The Fixed Deposit amount shall be withdrawn by the minor daughter on attaining the age of 21 years. Similarly the Fixed Deposit in the name of son shall be withdrawn on attaining the age of 21 years.

The appellant is not providing any alimony to the respondent as she is employed and the respondent agrees that she shall not claim any maintenance or permanent alimony for past, present or future, civil or criminal.

2.Educational Expenses :-

The appellant/husband agrees to bear the educational expenses for his son Vinay Rajendran for his undergraduate studies within



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3. Visitation and Interim custody Rights:-

The appellant/husband shall have interim custody of both the children for 15 days during summer holidays and 7 days each during Dasara and Christmas holidays.

The appellant/husband shall also be given the custody for two days every week on Saturday and Sunday for both the children.

The children should be permitted to be with the father on important occasions and for his family functions.

The children should be permitted to meet the father as and when they desire.

4. Jewels :

Wife is holding 21 sovereigns of gold jewellery given by husband.

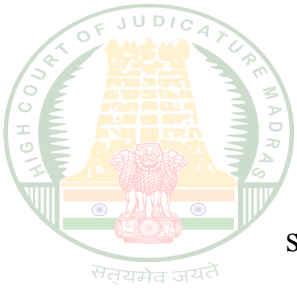
5. Withdrawal of Legal Proceedings :

The respondent/wife agrees to withdraw the Domestic Violence Complaint (DVC) proceedings pending before the IX Metropolitan Magistrate in DVC.No.17/2018 upon receipt of Fixed Deposit receipts.

6. Passport :

The appellant/husband shall cooperate for signing the necessary documents for obtaining fresh passport for Vinay Rajendran as the present passport is found to be missing.

7. The marriage solemnized between appellant/ R.Senthil and respondent/S.Gayathri on 25.06.2007 at Hotel Sangam, Trichy,



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shall be dissolved by a decree of divorce.

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8. The terms of compromise shall form part of the decree of divorce.

4. As per the terms of the agreement, divorce is granted to the parties and the CMA is disposed of in terms of the above Joint Compromise Memo. The joint compromise memo shall stand form part and parcel of the order. No costs.

[J.N.B.J.]

[R.K.M.J.]

21.02.2025

Index: Yes/No
Internet: Yes/No
nvsri

J.NISHA BANU,J.

and

R.KALAIMATHI, J.



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To

1. The learned II Additional Principal Judge, Family Court, Chennai.

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