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TR CMP(MD) NO. 14
BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 31-10-2025

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THE HONOURABLE MR.JUSTICE SHAMIM AHMED

TR CMP(MD) NO. 144 of 2025

and

CMP(MD) No.3468 of 2025

Abithameenal
S/o.R.M.Nagappan
D.No.6
Sowriya Garden
Priya Nagar Part-II
Urapakkam
Chengalpattu District

Appellant(s)

Vs

Senthilnathan
S/o.Murugan
No.5/588-2
Thiruvalluvar Street
Sadasiva Nagar
Madurai-20

Respondent(s)

Prayer:

Transfer Civil Miscellaneous Petition filed under Section 24 of Civil Procedure Code to withdraw the HMOP No.1491 of 2024 on the file of Learned Family Court, Madurai and transfer the same to the file of Learned Family court, Chengalpattu.

For Appellant(s):

Mr.M.P.Senthil



For Respondent(s):
Mr.R.Babu Jaganath



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ORDER

This Transfer Civil Miscellaneous Petition is filed under Section 24 of the Code of Civil Procedure to withdraw the case in HMOP.1491 of 2024 on the file of the Family Court, Madurai and transfer the same to the file of Family Court, Chengalpattu.

2.Heard Mr.M.P.Senthil, learned counsel for the petitioner and Mr.R.Babu Jeganath, learned counsel for the respondent.

3.The Co-ordinate Bench of this Court, vide order dated 01.04.2025 referring the matter to the Mediation and Conciliation Centre attached to this Bench, had passed the following order, :-

“Today, when the matter is taken up for hearing, the learned counsel appearing on either side requested this Court that the matter may be referred to Mediation.

2.Considering the request made by the learned counsel on either side, this matter is referred to Mediation and Conciliation Centre attached to this Bench.

3.The Mediation Centre shall appoint a Mediator in this case. Both the parties are directed to appear before the Mediation Centre either in-person or

through Video Conference on the date fixed by the learned Mediator, without



fail. Registry is also directed to issue notice to the parties to appear before Mediation Centre on the date to be fixed by the learned Mediator.

4. List the matter, along with a report from the Mediation, on 06.06.2025.

5. Interim stay already granted by this Court is extended till then.”

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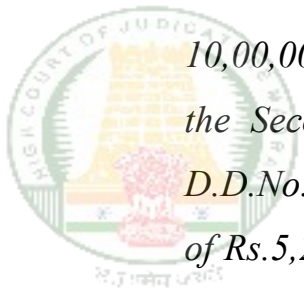
4. After mediation, The Mediation and Conciliation Centre attached to this Bench had filed its report, dated 27.10.2025, annexing the settlement agreement dated 27.10.2025 as well as the mutual consent compromise deed, dated 27.10.2025, which are already on record.

5. As per mediation report, dated 27.10.2025, it is seen that the mediation was completed, as per the agreement entered into between the parties, dated 27.10.2025 and in terms of the mutual consent compromise deed made between the parties, dated 27.10.2025. The terms of the mutual consent compromise deed, dated 27.10.2025, are being reproduced herein below:-

“(i) The First Party/Husband and Second Party/wife agreed to dissolve the Marriage held between them on 01.09.2022 by Mutual consent. It is agreed between the parties, that they would file a mutual divorce petition before the Family Court at Madurai immediately after the first party/husband withdrew the HMOP No.1491/2024 in the file of Family Court, Madurai.

(ii) The First Party/Husband and the Second Party/wife received each other's respective Articles, including Gold, Silver and other items given at the time of marriage and there is no claim whatsoever between themselves.

(iii) The Second Party/Wife agreed to accept Rs.10,00,000/- (Rupees Ten Lakhs Only) as full and final settlement, i.e. Permanent Alimony. The amount of Rs.



10,00,000/- (Rupees Ten Lakhs Only) shall be paid by the First Party/Husband to the Second Party/Wife by way of Demand Draft dated 27.10.2025 bearing D.D.No.572502 draw on Punjab National Bank, Anna Nagar, Branch and a sum of Rs.5,25,000/- (Rupees Five Lakhs and Twenty five thousand) only towards the repayment of the costs of jewel purchased by 1st party's/husband's parents, purchased for themselves through 2nd party's/wife's parents by way of Demand Draft dated 27.10.2025 bearing D.D.No.572501 draw on Punjab National Bank, Anna Nagar, Branch and totalling to a sum of 15,25,000/- (Rupees Fifteen Lakhs Twenty five thousand) only.

(iv) The Second Party/Wife, acknowledges and admits that the above payments being a sum of Rs.15,25,000/- (Rupees Fifteen Lakhs Twenty five thousand) only as consolidated and full amount against all the claims of the Second party and/or any dues of her family members which shall also include all dues of Stridhan, past, present and future maintenance, permanent alimony and all other claimed and unclaimed dues. After the aforesaid amount, the First party shall be treated to have amicably settled all the disputes towards Stridhan, dowry Articles, permanent alimony and maintenance etc. and she will not claim any amount against the same as she has already collected all her belongings and there is no claim in any manner now. The proof of the Demand Drafts shall be attached along with this Memo of Compromise.

(v) The Second Party/Wife to herself, waive her right of claiming further maintenance from the First Party/Husband in the present and future.

(vi) Since the First Party/Husband and Second Party/Wife has exchanged the articles hereunder as mentioned in para(ii) there is no further claim against each other at present and future.

(vii) The First Party/Husband shall withdraw H.M.O.P.No.1491 of 2024 before



Family Court, Madurai against the Second Party praying for Restitution of conjugal rights.

(viii) It is agreed between the parties, that both the parties shall not file any suit, petition or complaint etc. against each other and against the family members of each other in future and any other pending cases if any, will be withdrawn in terms of the present Mutual Consent Compromise Deed by either parties in sincere earnest and spirit of the terms and conditions mentioned in the present deed.

(ix) That both the parties hereby agreed that this Mutual Consent Compromise Deed is irrevocable and unquestionable and undertake that this Mutual Consent Compromise Deed would inter alia be legal, valid, binding and enforceable and executable in all manners and none of the parties shall be at liberty to take advantage of any technical language or lacuna if any, if the same are not explained herein before.

(x) And whereas this Mutual Consent Compromise Deed has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side.

xi) That both the Parties have mutually agreed that the Compromise arrived at between them is full and final and there shall remain no dispute, difference, litigation, claim or counter claim(s) whatsoever, whether tangible or

intangible of any nature between the Parties and the Parties shall take necessary steps and actions to implement the settlement arrived at between them in its true, sincere, earnest and letter and spirit.

(xii) That the Parties shall remain bound and undertake to abide by the terms and conditions set out in the present Mutual Consent Compromise Deed and not to dispute the same hereinafter in future.”



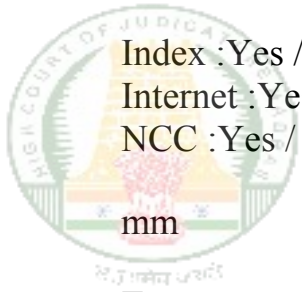
petitioner and Mr.R.Babu Jeganath, learned counsel for the respondent submitted that the parties have entered into compromise and settled the matter amicably, as per the agreement entered into between them dated 27.10.2025 and in terms of the mutual consent compromise deed, dated 27.10.2025. Thus, they pray this Court that the present Transfer Civil Miscellaneous Petition may be disposed of, in terms of the mutual consent compromise deed made between the parties, dated 27.10.2025, as now there is no cause of action exists in the present Transfer Civil Miscellaneous Petition.

7.Accordingly, after considering the arguments as advanced by the learned counsels for the parties and after perusal of the mediation report filed by the Mediation and Conciliation Centre attached to this Bench, dated 27.10.2025, the settlement agreement entered into between the parties, dated 27.10.2025 and the mutual consent compromise deed, dated 27.10.2025 and also considering the fact that the parties have entered into

compromise, this Court deems it appropriate that no useful purpose will be served in keeping this Transfer Civil Miscellaneous Petition pending before this Court, as now there is no cause of action exists in the present Transfer Civil Miscellaneous Petition.

8.Accordingly, the Transfer Civil Miscellaneous Petition is finally disposed of, as per the settlement agreement entered into between the parties, dated 27.10.2025 and in terms of the mutual consent compromise deed made between the parties, dated 27.10.2025. The file is consigned to record. No costs.

Consequently, connected Miscellaneous Petition is closed.



Index :Yes / No **31.10.2025**

Internet :Yes / No

NCC :Yes / No

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To

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1.The Judge, Family Court, Madurai.

2.The Judge, Family Court, Chengalpattu.





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TR.C.M.P.(MD)No.144 of 2025

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