



C.M.A(MD) No.1565 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 21.02.2025

CORAM:

THE HONOURABLE **DR.JUSTICE G.JAYACHANDRAN**

AND

THE HONOURABLE **MS.JUSTICE R.POORNIMA**

C.M.A(MD)No.1565 of 2024

and

C.M.P(MD)No.16391 of 2024

Valarmathi

... Appellant/ Respondent

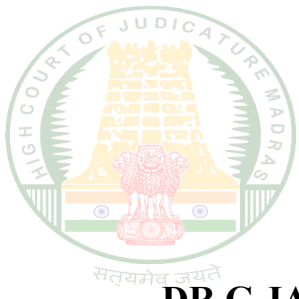
-Vs-

Raja @ Arumuga Nainar

... Respondent/Petitioner

PRAYER: Civil Miscellaneous Appeal filed under Section 17 of the Family Courts Act, to set aside the fair and decretal order dated 20.07.2024 passed in H.M.O.P.No.84 of 2020 by the learned Judge, Family Court, Tuticorin.

For Petitioner : Mr.Ka.Raamakrishnan
For Respondent : Mr.G.Aravinthan



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JUDGMENT

DR.G.JAYACHANDRAN, J.
AND
R.POORNIMA, J.

The wife, aggrieved by the order of dissolution of marriage passed by the Family Court, Thoothukudi in H.M.O.P.No.84 of 2020, had preferred the present appeal.

2.Pending appeal, the appellant has decided to settle the dispute amicably and therefore, the appellant/respondent had received a sum of Rs.6,75,000/- towards arrears of maintenance and agreed to withdraw the revision filed against for enhancement of maintenance of Rs.9,000/- and continue to receive the said amount as monthly maintenance for herself and children and she wants to withdraw the appeal and agreed for dissolution of marriage confirmed the order passed by the Family Court san the allegations made against each other. The terms of the memo of compromise signed by the parties and the counsels on 21.02.2025, reads as below:

“4.The Family Court, by an order dated 19.07.2024 made in M.C.No.65 of 2020, directed the respondent to pay a sum of Rs.9,000/- per month to the appellant and minor children. By a decree and judgment dated 20.07.2024, the Family Court ordered for dissolution of marriage on both the grounds namely cruelty and desertion.



5.Challenging the order granting divorce in H.M.O.P.No.84 of 2020, the appellant preferred the above Civil Miscellaneous Appeal and as against the order of awarding maintenance of Rs.9,000/- per month, the respondent, as petitioner, had preferred a Criminal Revision Case in CrI.R.C(MD)No.1329 of 2024, both, before this Court.

6.Pending the above proceedings, the appellant and the respondent, at the advice of the elders in the family, reconciled with each and in terms reached amongst themselves, they have agreed to the same as follows:

A.The appellant and respondent hereto agrees to have the marriage solemnized between them 04.04.2007 at Arumuga Nadar – Rajammal Marriage Hall at Thoothukudi, dissolved by a decree of Mutual Consent.

B.The parties agree to have the petition amended and converted into one for the grant of divorce on the ground of mutual consent, being the subject matter of the present Civil Miscellaneous Appeal in accordance with law and the procedure.

C.The appellant and the respondent hereby agree that they are withdrawing all the allegations made by them, as against each other and the parties hereto, thereafter, have no mutual or other claims, in respect to any issue, in between themselves, either in relation to self, and in respect of the properties belonging to each other.

D.Both the parties have arrived at settlement amicably and it is decided between the parties as to past maintenance, which is quantified at Rs.6,75,000/-(Rupees Six Lakhs Seventy Five Thousand only) and out of the same, the respondent paid the appellant a sum of



Rs.1,75,000/- by way of cash and remaining sum of Rs.5,00,000/- by way of a demand draft vide D.D.No.997200 dated 20.02.2025 drawn at State Bank of India – SME Branch, Tuticorin in the name of A.Valarmathy, the appellant herein. The appellant forgoes her rights as to past and present maintenance.

E.The respondent agrees to pay future maintenance at Rs.9,000/- per month to the appellant, on every 10th day of English Calendar month, in the Savings Bank Account of the appellant in Account No. 7767316911 lying with Indian Bank, Thoothukudi – Melur Branch. Apart from the above said amounts, the appellant is not entitled to any sort maintenance and she has no claim in future by any means, as against the respondent.

F.In Significance of the same, the respondent agrees for the confirmation of the order dated 19.07.2024 made in M.C.No.65 of 2020 by the Family Court at Thoothukudi, which he challenged in Crl.R.C(MD)No.1329 of 2024 hereto.

G.Apart from paying monthly maintenance to the appellant, the respondent, who is presently incurring all the educational expenses of the minor children namely A.Hrithik Sankar and A.Tharun, also agrees to continue bear the educational expenses for them in future also.

H.The parties hereto, thereafter, are at liberty to have their own future set ups in the manner as they prefer and desire, and none of the parties have any claim whatsoever as against each other, apart from the terms agreed as aforementioned.

7.This Memorandum of compromise had been agreed by both the appellant and the respondent, with their mutual consent and without



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any undue influence, fraud or coercion and out of their own will and accord, the appellant and the respondent are signing this memorandum of compromise.”

3.In view of the above terms, the Civil Miscellaneous Appeal is disposed of, confirming the dissolution of the marriage held between the appellant and the respondent on 04.04.2007. No costs. Consequently, connected miscellaneous petition is also closed. The memorandum of compromise shall form part of the judgment.

[G.J., J.] & [R.P., J.]

21.02.2025

NCC : Yes / No

Index : Yes / No

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To

1.The Family Court,
Sivagangai.



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