



C.M.A(MD) No.598 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 06.08.2025

CORAM:

THE HONOURABLE MR.JUSTICE A.D.JAGADISH CHANDIRA

AND

THE HONOURABLE MS.JUSTICE R.POORNIMA

C.M.A(MD)No.598 of 2025

Arulprakash Prabhu

... Appellant/ Petitioner

-Vs-

Mopil Dilaani

...Respondent/Respondent

PRAYER: This Civil Miscellaneous Appeal is filed under Section 19 of Family Court Act, to set aside the fair and decreetal order dated 31.10.2023 made in OP.No.328 of 2022 on the file of the Family Court, Sivagangai.

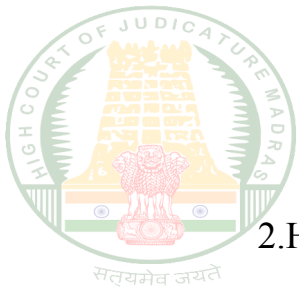
For Appellant : Mr.P.Rajagopalan
For Respondent : Mr.M.S.Parthiban

JUDGMENT

(Order of the Court was made by A.D.JAGADISH CHANDIRA,J.)

This Civil Miscellaneous Appeal is filed against the fair and decreetal order dated 31.10.2023 passed in OP.No.328 of 2022 on the file of the Family Court, Sivagangai.

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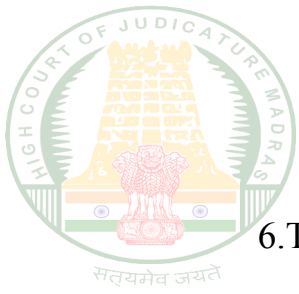
2.Heard the learned counsel appearing for the appellant and the learned counsel appearing for the respondent.

3.The appellant/husband had filed a petition in O.P.No.328 of 2022 before the Family Court, Sivagangai, seeking to declare the marriage between the appellant and the respondent as null and void. The said petition was dismissed by the Family Court, Sivagangai. Challenging the said order, the appellant/husband filed the present appeal before this Court.

4.During the pending of the appeal, the matter was referred to Mediation and Conciliation Centre attached to this Bench and in the Mediation Centre, a settlement has been arrived between the parties that they have also entered into an agreement dated 30.07.2025.

5.The learned counsel appearing for the appellant would submit that pursuant to the agreement, the parties have now arrived at a consensus to file an application under Section 10A of the Indian Divorce Act, 1860, before the Family Court, Madurai seeking to dissolve the marriage by mutual consent. He would further submit that the agreement may be recorded and the Civil Miscellaneous Appeal may be disposed based on the said terms of the agreement.

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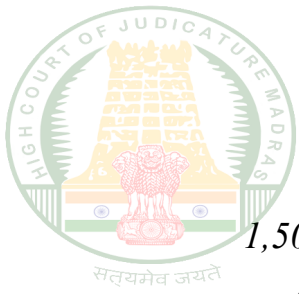


6.The learned counsel appearing for the respondent would submit that the parties have arrived at an agreement and the things have also been exchanged between the parties and the respondent had also agreed to receive a sum of Rs.1,50,000/- as full and final settlement for permanent alimony. .

7.The following settlement agreement is extracted hereunder:

“A.Since though Disputes and differences had arisen between the parties hereto and C.M.A(MD)No.598/2025 was filed on 11.11.2024 before the Hon'ble Madurai Bench of Madras High Court.

B.It is submitted that the appellant and respondent have mutually agreed that the appellant will give Rs.1,50,000/-(one lakh and fifty thousand) as full and final settlement for permanent alimony, and it is decided that both the parties will not seek any maintenance or alimony or any other monetary relief as such in the future. It is further submitted that the respondent has agreed that she will not ask or press for any past pending maintenance or future maintenance through the order she received in M.C.No.4 of 2021 and is ready to give consent to not press/withdraw the same before the Jurisdictional Court. It is further submitted that the respondent has agreed to not press/withdraw the D.V.C.No.16 of 2023 pending on the file of the learned Additional Mahila Court, Sivagangai. It is further submitted that as decided the appellant has transferred Rs.



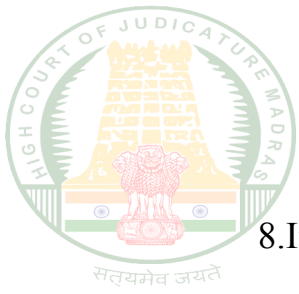
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1,50,000/- to the respondent account on today (ie) 30.07.2025, as full and final settlement for permanent alimony viz google pay application vide reference number (521183683989, 521193725957 and 521106525778 as three transactions for the amount of Rs.50,000/-, Rs.45,000/- and Rs.55,000/- respectively)

C.It is submitted that the parties have mutually agreed that they will not file any cases or petitions or applications before any courts in India or any authority, including the police authority, for any issues which were prevalent among each other or between each other's family and as such both parties will not interfere in other's life, property, interest and liberty. It is further submitted that both the parties will not contact or try to contract others or their families.

D.It is submitted that the respondent handed over all the household articles, things, jewels, utensils and movables given to her by the appellant; likewise, the appellant handed over all the household articles, things, jewels, utensils and movables given to him by the respondent. Thus, none of these parties is in the possession of any articles, things, jewels, utensils or movables or another parties.

E.As per above terms of compromise, both the parties already filed a petition under Section 10A the Divorce Act, 1869, on 30.07.2025 before the District Judge of Family Court, Madurai and those render justice.”



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8. In view of the above, this Civil Miscellaneous Appeal stands disposed of based on the terms of the settlement agreement dated 30.07.2025 before the Mediation Centre. No costs. The terms of the settlement agreement shall form part of the judgment.

[A.D.J.C., J.] & [R.P., J.]
06.08.2025

NCC : Yes / No
Index : Yes / No
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To
The Family Court,
Sivagangai.



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AND

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