



TR.C.M.P.(MD)No.761 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 07.11.2025

THE HONOURABLE MR.JUSTICE **SHAMIM AHMED**

TR.C.M.P.(MD)No.761 of 2024

and

C.M.P.(MD)No.18360 of 2024

S.Keerthana,
W/o.Baskararaja,
D/o. Sundaramoorthy,
Plot No.53, Govardhan Garden,
EVR Road, K.K.Nagar,
Trichy.

... Petitioner

vs.

A.Baskararaj,
S/o. Ayyappan,
No.16/4, Pattalamman Kovil Street,
Thirumallapuram, Boodinayakanoor,
Theni.

... Respondent

PRAYER: Transfer Civil Miscellaneous Petition is filed under Section 24 of Code of Civil Procedure to withdraw the case on the file of the Family court, Theni, in O.P. No.547 of 2024 and transfer the same to the Family Court, Trichy.

For Petitioner :Ms.G.Janani
For Respondent :Mr.A.K.Manikkam



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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 OP.No.547 of 2024 on the file of the Family Court, Theni and transfer the same to the file of Family Court, Trichy.

2.Heard Ms.G.Janani, learned counsel for the petitioner and Mr.A.K.Manikkam, learned counsel for the respondent.

3.The Co-ordinate Bench of this Court, vide order dated 23.06.2025, 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 for the petitioner as well as the respondent would submit that the matter may be referred to mediation for resolving the issue.

2.Considering the request of the both side counsel, this matter is referred to Mediation and Conciliation Centre, attached to this Bench.

3.Both the parties are directed to appear before the Mediation Centre on 02.07.2025. In the mean time, the



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Mediation Centre shall appoint a mediator in this case. The Mediator is directed to submit a report on or before 11.08.2025.

4.Registry is directed to list the matter before this Court 12.08.2025, along with report.

5. Interim order already granted by this Court is extended until further orders. ”

4.After mediation, The Mediation and Conciliation Centre attached to this Bench had filed its report, dated 15.09.2025, annexing the settlement agreement made between the parties, dated 15.09.2025, which is already on record.

5.As per mediation report, dated 15.09.2025, it is noted that mediation was completed, as per the agreement entered into between the parties, dated 15.09.2025. The terms of the agreement, dated 15.09.2025 are being reproduced herein below:-

“6.The following statement has been arrived at between the parties hereto:-

A. Since the petitioner/wife and the respondent / husband could not rejoin on account of incompatibility, incongruity and incessant clash between them, it has been mutually agreed



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upon between the petitioner/wife and the respondent/husband that the marriage took place on 23.08.2020 at Bodinayakanur shall be dissolved by mutual consent to avoid further deterioration of the situation and to have a peaceful living.

B. The respondent/husband has returned all the valuables, jewels and other items which were presented to the petitioner/wife as Sridhana. Both the petitioner/wife and the respondent/husband have no mutual claims as against each other regarding return of any articles, jewels etc. in future after passing of the decree of divorce. In addition to the permanent alimony of Rs.30,00,000/-(Rupees thirty lakhs only) to the respondent / husband given consent to the wife/petitioner to retain the five sovereign of gold chain which was given by respondent / husband at the time of betrothal.

C. On 09.09.2025 the petitioner / wife received her entire household articles from the respondent / husband.

D. The respondent/ husband agreed to withdraw the divorce petition filed by him before Family Court, Theni in H.M.O.P.No. 547 of 2024.

E. Both the parties in the Tr.C.M.P. i.e. the petitioner/ wife and the respondent / husband agreed to file a fresh petition for divorce by mutual consent at the cost of the respondent/ husband before the Family Court, Theni from 15 days of receipt of the order copy of the Tr.CMP(MD) No.761/2024. Both the parties agreed to extend their fullest cooperation for filing and



disposal of the above said mutual consent divorce petition before the Family Court, Theni.

F. The respondent/ husband agreed to pay of a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) as the permanent alimony to the petitioner/wife towards past, present and future maintenance in three instalments as follows.

Today i.e., on 15.09.2025 the petitioner/ wife had handed over the 'mangal suthra' to the respondent/husband and the respondent/ husband has

(i) Paid a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of demand draft in favour of the petitioner/wife on 15.09.2025 in the presence of the mediators vide DD.No. 649636 Dated: 12.09.2025 drawn at Canara Bank, Bodinayakanur Branch in favour of Keerthana Sundaramurthy, the petitioner/wife herein,

Further, the respondent/husband agreed

(ii) To pay a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) by way of demand draft in favour of the petitioner/wife at the time of filing the mutual divorce petition before the Family Court, Theni.

(iii) To pay a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) by way of demand draft in favour of the petitioner/wife at the time of deposing evidence in the mutual divorce petition before the Family Court, Theni for final disposal.



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G. The petitioner/ wife also agreed to receive a total sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only) a permanent alimony or maintenance.

H.Both the parties agreed to dispose the Tr.CMP before this Hon'ble High Court in Tr.C.M.P.No. 761 of 2024 according to the terms and conditions of this agreement.

7. By signing this Agreement the Parties hereto state that they have no further claims or demands against each other with respect to Tr.CMP(MD) No.761/2024 and CMP(MD) No. 18360/2024 and all disputes and difference in this regard have been amicably settled by the parties hereto through the process of conciliation/Mediation.”

6.Today, when the matter is being taken up, Ms.G.Janani, learned counsel for the petitioner and Mr.A.K.Manikkam, learned counsel for the respondent submit that both the parties have entered into compromise and settled the matter amicably, in terms of the agreement entered into between them dated 15.09.2025. Thus, they pray this Court that the present Transfer Civil Miscellaneous Petition may be disposed of, in terms of the agreement entered into between the parties, dated 15.09.2025, as now there is no cause of action exists in the present Transfer Civil Miscellaneous Petition.



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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 15.09.2025 as well as the settlement agreement entered into between the parties, dated 15.09.2025 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, in terms of the agreement entered into between the parties, dated 15.09.2025. The file is consigned to record. No costs. Consequently, connected Miscellaneous Petition is closed.

Index :Yes / No
Internet :Yes / No
NCC :Yes / No
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To

- 1.The Judge, Family Court, Theni.
- 2.The Judge, Family Court, Trichy.



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SHAMIM AHMED, J.

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