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CMA No. 2631 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-03-2026

CORAM

THE HON'BLE MR JUSTICE C.V. KARTHIKEYAN

AND

THE HON'BLE MR JUSTICE K. RAJASEKAR

CMA No. 2631 of 2022

and

CMA No.2632 of 2022

and

CMA No.2635 of 2022

L. Swathi

..Appellant in all CMAs

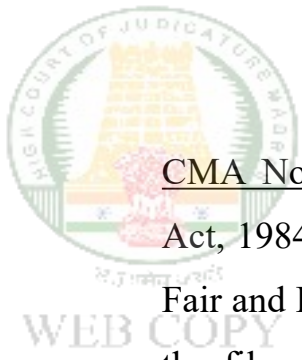
Vs

Vasanth D.Ramachandran

..Respondent(s) in all
CMAs

CMA No.2631 of 2022: Appeal filed under Section 19 of the Family Courts Act, 1984 and Section 104 read with Order 43 Rule 1 of CPC., to set aside the Fair and Decreetal Order dated 11.08.2022 passed in HMOP.No.422 of 2019 on the file of the Additional Principal Family Judge, Coimbatore and allow the appeal.

CMA No.2632 of 2022: Appeal filed under Section 19 of the Family Courts Act, 1984 and Section 104 read with Order 43 Rule 1 of CPC., to set aside the Fair and Decreetal Order dated 11.08.2022 passed in GWOP No.970 of 2017 on the file of the Additional Principal Family Judge, Coimbatore and allow the appeal.



CMA No.2635 of 2022: Appeal filed under Section 19 of the Family Courts Act, 1984 and Section 104 read with Order 43 Rule 1 of CPC., to set aside the Fair and Decreetal Order dated 11.08.2022 passed in HMOP No.972 of 2017 on the file of the Additional Principal Family Judge, Coimbatore and allow the appeal.

For Appellant(s): Mr.R.Bharath Kumar in all CMAs

For Respondent(s): Ms.A.L.Gandhimathi, Senior Counsel
For Mr.M.Sriram

COMMON JUDGMENT

(Order of the Court was made by C.V.Karthikeyan J.)

A Joint Memo of Compromise had been entered into between the appellant and the respondent in all the three Civil Miscellaneous Appeals. All the three Civil Miscellaneous Appeals have been filed by the appellant / wife questioning a common judgment and decree passed by the learned Additional Principal Judge, Family Court Coimbatore in HMOP No.422 of 2019, GWOP No.970 of 2017 and HMOP No.972 of 2017 dated 11.08.2022, by which common judgment, HMOP No.972 of 2017 filed by the appellant seeking Restitution of Conjugal Rights was dismissed and HMOP No.422 of 2019 filed by the respondent seeking Dissolution of Marriage was allowed and HMOP No.970 of 2017 filed by the appellant seeking to appoint herself as guardian of her two minor children was dismissed.



2.It is to be noted that the custody of the two minor children, the elder daughter V.Sreema, born on 06.01.2010 and a younger son, V.Ritvik, born on 12.03.2015 had been handed over to the respondent.

3.Exercising much prudence and with the assistance of the learned counsel for the appellant and also with the assistance of the learned Senior Counsel for the respondent, the appellant and the respondent had entered into a Joint Memo of Compromise which had been presented before the Court.

4.Along with the Joint Memo of Compromise, in terms of the agreement reached relating to the Fixed Deposit Receipt bearing Account No.008320100060993 and to break open the Bank Locker bearing Account No.008320100016691, the respondent had addressed a letter to the Branch Manager, Union Bank of India, Coimbatore, dated 24.03.2026. This letter is part of the Joint Memo of Compromise dated 24.03.2026.

5.The Joint Memo of Compromise and the letter are also scanned and reproduced below for ready reference:



IN THE HIGH COURT OF JUDICATURE AT MADRAS
[Appellate Jurisdiction]

CMA. Nos. 2631, 2632 and 2635 of 2022

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L. Swathi,
W/o. Vasanth D Ramachandran,
D/o. Late Dr. Leelakrishnan,
No. 10, Avarampalayam Main Road,
Opposite to Rajagopal Naidu Kalyana Mandapam,
Avarampalayam,
Coimbatore - 641 006.

...Appellant in all CMAs

VS

Vasanth D Ramachandran,
S/o. R. Damodaran,
No. B-31A, ABC Gowtham Avenue Apartment,
Avarampalayam Road,
Peelamedu,
Coimbatore - 641 004.

...Respondent

**JOINT MEMO OF COMPROMISE ENTERED INTO BETWEEN
THE PARTIES**

1. It is respectfully submitted that the appellant herein is the wife of the respondent herein. The marriage between the appellant and the respondent was solemnized on 05.12.2008 at Murugan Temple, Peelamedu, Coimbatore. Out of the said wedlock, two children were born, namely a Girl Child Sreema was born on 06.10.2010 and a male child Rithvik was born on 12.03.2015.
2. It is respectfully submitted that the appellant filed H.M.O.P. No. 972 of 2017 on the file of Additional Principal Family Judge, Coimbatore seeking Restitution of Conjugal rights.
3. It is respectfully submitted the appellant filed G.W.O.P. No. 970 of 2017 on the file of the Additional Principal Family Judge Coimbatore

L. Swathi

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seeking to declare and appoint her as guardian of the Minor Children Sreema and Rithvik and to grant custody of the minor children.

4. It is respectfully submitted that the respondent filed a petition in H.M.O.P. No. 422 of 2019 on the file of the Additional Principal Family Judge Coimbatore seeking dissolution of the marriage which took place on 05.12.2008 between the Appellant and Respondent.
5. It is respectfully submitted that by a common order dated 11.08.2022, the H.M.O.P. No. 972 of 2017 and the G.W.O.P. No. 970 of 2017 filed by the appellant was dismissed and the HMOP. No. 422 of 2019 filed by the respondent was allowed by granting a Decree of divorce.
6. Aggrieved by the said common order dated 11.08.2022, the appellant preferred the above Civil Miscellaneous Appeals before this Hon'ble Court., viz.
 - C.M.A. No. 2635 of 2022 against H.M.O.P. No. 972 of 2017,
 - C.M.A. NO. 2632 of 2022 against G.W.O.P. No. 970 of 2017 and
 - C.M.A. No. 2631 of 2022 against H.M.O.P. No. 422 of 2019.
7. It is respectfully submitted during the pendency of the above Civil Miscellaneous Appeals and after several rounds of discussions and deliberations, the appellant and the respondent have amicably settled their disputes and differences. Both parties have agreed to resolve the disputes on the following terms and conditions:
 - i. The Appellant hereby agrees for the dissolution of marriage solemnized between the appellant and respondent on 05.12.2008 and agrees that the decree of divorce shall be granted.
 - ii. The custody of the minor children Sreema and Rithvik shall be with the respondent. The appellant shall be entitled to visitation rights on weekends, holidays and at such mutually convenient times and

Dr. Srinivas

[Signature]



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places, so that the appellant can spend time with the children at a common place. The appellant shall serve advance notice to the respondent to bring the children to a common place.

- iii. The Respondent agrees to repay a sum of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs only) to the appellant, which was earlier received from the appellant. The said amount has been paid to the appellant vide Four Demand Drafts dated 20.03.2026 bearing Nos. **935274**, for a sum of Rs. 8,00,000/- (Rupees Eight Lakhs only); **935275**, **935276** and **935277** each for a sum of Rs. 9,00,000/- (Rupees Nine Lakhs only) drawn on The Karur Vysya Bank Limited, Coimbatore branch in full and final settlement of the said amount and the appellant has no right to claim interest or any subsequent amount by assigning any reason whatsoever.
- iv. The Appellant had invested a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) in a Fixed Deposit bearing Account No. 008320100060993 in M/s. Union Bank of India, 1st Floor, 17, Mill Road, Coimbatore - 641 004. The original FDR was in custody of the respondent and the respondent is reported to have misplaced the same. The respondent hereby agrees to issue a No-Objection Certificate (NOC) enabling the appellant to approach the Bank and realise the matured FDR. The said NOC shall form part of this Joint Compromise Memo. Further, both the parties hereby agree to the closure of the aforesaid Fixed Deposit Account.
- v. The Appellant and respondent were holding a Joint Locker bearing Locker No. 2066 in Locker Account Number. 008320100016691 in M/s. Union Bank of India, 1st Floor, 17, Mill Road, Coimbatore - 641 004. The Appellant kept her Jewels and other items in the said locker. The key of the said locker was with the respondent and the same has been reported to have lost. The respondent shall issue a

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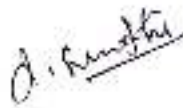


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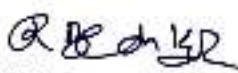
letter/NOC and co-operate thereby enabling the appellant to break open the locker in the presence of the Bank officials and the appellant shall retrieve all the movables/articles belonging to her, kept therein. The Girl Child V.Sreema is also entitled to retrieve her jewels from the Locker, if any. Further, both the parties hereby agree to the closure of the aforesaid Joint Locker Account.

- vi. The appellant hereby waives and relinquishes all claim towards maintenance, past and future maintenance and permanent alimony from the respondent.
- vii. Except for the terms recorded in this compromise, both parties agree that they shall not have any further monetary or matrimonial claims against each other.
- viii. Both parties further agree that they shall not initiate any further legal proceedings against each other except for enforcement of the terms contained in this Joint compromise.
- ix. Both parties hereby agree and assure that they shall not file or initiate any legal proceedings against each other upon fulfilment and compliance of the above terms mutually agreed upon.

Dated at Chennai on this the 24th day of March 2026.


APPELLANT


RESPONDENT


COUNSEL FOR APPELLANT


COUNSEL FOR RESPONDENT



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CMA No. 2631 of 2



R.P.A.D

24.03.2026

From

Vasanth D Ramachandran,
S/o. R. Damodaran,
No. B-31A, ABC Gowtham Avenue Apartment,
Avarampalayam Road,
Peelamedu,
Coimbatore - 641 004,

To

The Branch Manager
M/s. Union Bank of India,
1st Floor, 17, Mill Road,
Coimbatore - 641 004,

Dear Sir,

Subject :

1. Fixed Deposit Receipt bearing Account No. 008320100060993 in the name of L. Swathi - Missing of Original FDR and issuance of No-Objection Certificate for withdrawal - Reg.
2. Operation of Bank Locker bearing Account No. 008320100016691 -Reg

I state that the Fixed Deposit bearing Account No. 008320100060993 issued in the name of L.Swathi belongs solely to her. The original FDR has been misplaced. I have no lien or claim over the said Fixed Deposit and have no objection to the Bank releasing the matured amount of the FDR together with accrued interest if any, in favour of L.Swathi.

I further state that the Bank Locker bearing Account No. 008320100016691 had been operated jointly by me as well as L. Swathi. I have lost the locker key. I have no lien or claim over the articles kept in the said locker. The articles kept in the said locker belong to L. Swathi. I will co-operate to break open the locker in the presence of L.Swathi and she can take back the articles kept therein. My daughter V.Sreema is



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also entitled to retrieve her jewels from the locker if any. Further, I hereby agree to the closure of the aforesaid FD Account and the Joint Locker Account.

This letter has been issued pursuant to the execution of the Joint Compromise Memo before the Hon'ble High Court for closure of the Matrimonial disputes between myself and L.Swathi.

Yours sincerely,

VASANTH D RAMACHANDRAN
(Aadhar No: 6733 3416 2168)



6.The only issue on which we had to intervene in the Joint Memo of Compromise, was to determine the fixed dates when the appellant would be able to meet her children and interact with them and spend quality time with them. The learned Trial Judge had stated that there could be such interaction on the 1st and 3rd Sundays of every month. We would adhere to the same schedule. But however, to facilitate such meeting, we would direct the respondent to bring over the two children at **10.00 a.m., on the 1st and 3rd Sundays of every month** to the **Cafe Coffee Day at Race Course Road, Coimbatore**. The appellant may interact with the children and take them out and spend quality time with them. We hope that this would create a healthy relationship between the appellant and her two children. The appellant may thereafter, bring back the children at **5.00 p.m., on the same day**, to the **Cafe Coffee Day at Race Course Road, Coimbatore** and the respondent may collect the two children.

7.Let this arrangement continue and hopefully, the two children would get more acclimatized to the companionship of their mother. If any modification is required, both the appellant and the respondent are at liberty to file necessary petition before this Court.

8.The Joint Memo of Compromise is affirmed with respect to other issues.



9. We enquired with the appellant and the respondent and they had also agreed to abide with the terms of Joint Memo of Compromise.

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10. We also interacted with the two children and sensitized them about the importance of forging a healthy relationship with all their family members including the appellant and the respondent. We told the elder daughter, about her responsibility, to take her younger brother in her fold and to guide him in future. We also told them to look forward to the interactions with their mother on the 1st and 3rd Sundays of every month with expectation, with hope and with pleasure.

11. With the above observations, all the three Civil Miscellaneous Appeals are disposed of, in accordance with the terms of Joint Memo of Compromise dated 24.03.2026. Both the Joint Memo of Compromise and the letter addressed by the respondent to the Bank Manager, Union Bank of India, shall form part of the decree. No order as to costs.

(C.V.K.,J.) (K.R.S.,J.)

24-03-2026

smv



To

1.The Additional Principal Family Judge, Coimbatore.

2.The Section Officer

VR Section, High Court of Madras.



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CMA No. 2631 of 2



**C.V.KARTHIKEYAN, J.
AND
K.RAJASEKAR, J.**

smv

CMA Nos. 2631. 2632 & 2635 of 2022

24-03-2026