



CMA.No.241 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-06-2026

CORAM:

THE HON'BLE MR. JUSTICE A.D.JAGADISH CHANDIRA

CMA.No.241 of 2025

J.Arokiaraj @ Sugirthan

..Appellant

Vs.

M.Angelina @ Soundarya

..Respondent

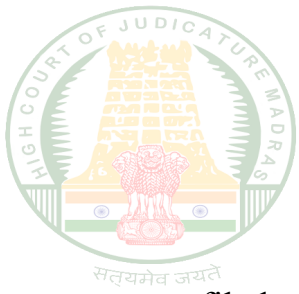
Prayer: Civil Miscellaneous Appeal filed under Section 55 of the Divorce Act No.4 of 1869, praying to set aside the fair and decretal order dated 30.01.2024 passed in I.D.O.P.No.19 of 2022 by the learned Principal District Judge, Dharmapuri, by allowing this appeal.

For Appellant : Ms.Elizabeth Ravi

For Respondent : Mr.R.Prabakar

JUDGMENT

This Civil Miscellaneous Appeal has been filed by the appellant/husband seeking to set aside the fair and decretal order passed by the learned Principal District Judge, Dharmapuri, dismissing the petition



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filed under Section 10(1)(x) of the Indian Divorce Act, 1869, which sought dissolution of marriage on the ground of cruelty.

2. When the matter was taken up for hearing today, the learned counsel appearing for the appellant/husband submitted that pending this appeal, the matter was referred to mediation before the District Mediation and Conciliation Centre, Dharmapuri, vide order dated 30.01.2025; though the mediation initially failed, the parties subsequently resolved their disputes through the intervention of elders and well-wishers; the parties have arrived at an amicable settlement and have executed a Memorandum of Compromise outlining the agreed terms for the dissolution of their marriage.

3. The learned counsel appearing for the respondent also did not dispute the aforesaid submissions made by the learned counsel for the appellant.

4. The aforesaid submissions of the learned counsel on either side are recorded. The terms of the said Memorandum of Compromise are



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extracted hereunder:

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“6. In terms of the compromise as arrived, now, the appellant, and the respondent, with their own will and pleasure, and consent agree to have the decree passed, as hereunder:-

A). The appellant and the respondent by consent, out of their own will, and accord hereby doth, agree to have their marriage solemnized 27.08.2017, at Sacred Heart Church, at Yercaud, be dissolved by consent, as provided under Section 10-A of Divorce Act No.4 of 1986.

B). The appellant had paid the respondent a sum of Rs.6,00,000/- (Rupees Six Lakhs Only) by way of Demand Draft No.72.5397, dated 23-06-26 drawn on Canara Bank, Yercaud Branch, towards her permanent alimony, the receipt of which, the respondent doth hereby acknowledge, and accordingly, the respondent relinquishes and waives all her rights relating to any form of maintenance from the appellant.

C). The respondent declares that she would not in any manner or any form claim for herself any maintenance, from the appellant on any ground, whatsoever.



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D). In so far as the minor son Iyal Isaian is concerned, the appellant agrees his custody shall continue to be with the respondent, and the respondent agrees to have the custody of her minor son Iyal Isaian with her.

E). The appellant has no objection whatsoever to the minor child continuing to remain in the care, custody and guardianship of the respondent. The appellant does not seek custody of the minor child and further undertakes that he shall not claim visitation rights or seek to meet the minor child at any point of time in future. The appellant leaves the welfare, upbringing and custody of the minor child entirely to the respondent.

F). The respondent is in possession of all her movable properties including her jewels, fixtures and furniture, utensils presented by her parents, at the time of her marriage, and both the parties have no mutual claim, whatsoever, as against each other.

G). In view of this compromise, the parties hereto agree that the fair order dated 30.01.2024 be set aside



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and all the findings as recorded therein be vacated.

H). Though there was an order passed in M.C.No.6 of 2020, on the file of the Judicial Magistrate, Pappireddipatti, for the payment of the maintenance amount to the respondent as well as the child, in view of the lump sum payment made by the appellant, towards their maintenance, the appellant, from the date of the order in the present C.M.A.No.241 of 2025, need not pay any amount to the respondent, and the child anymore.

I). The parties hereto shall bear their own costs throughout.

J). Accordingly, the petition filed by the appellant in I.D.O.P.No.19 of 2022, on the file of the Principal District Judge, Dharmapurai, be converted into Section 10-A of the Divorce Act No.4 of 1969 and be decreed by granting the dissolution of the marriage solemnized on 27.08.2017 at Sacred Heart Church at Yercaud, by consent.”

5. The aforesaid Memorandum of Compromise shall form part and parcel of this order.



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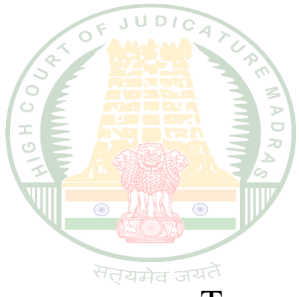
6. Recording the aforesaid terms of compromise, this Civil Miscellaneous Appeal stands disposed of. There shall be no order as to costs. The parties are directed to file a joint application seeking dissolution of marriage by mutual consent under Section 10-A of the Indian Divorce Act, 1869, before the District Court, Dharmapuri. Further, taking into consideration the long-standing dispute and the comprehensive settlement arrived at between the parties, the learned Principal District Judge, Dharmapuri, is directed to entertain the said joint petition and dispose of the same expeditiously, without insisting upon the statutory six-month cooling off period as prescribed under Section 10A(2) of the Indian Divorce Act, which hereby stands waived.

24-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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Note: Issue Order Copy on 29.06.2026



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To
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The Principal District Judge,
Dharmapuri.



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