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TR CMP No. 1220 of 2
and CRP.No.5521 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-06-2026

CORAM

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

**TR CMP No. 1220 of 2025
and CMP.No.27776 of 2025
and CRP No. 5521 of 2025
and CMP.No.27735 of 2025**

Deepa Ilango
W/o. R.Arun Kumar, residing at Plot No.7, 8/41,
D1, Ellayappa Nagar, Sooramangalam, Salem -
636105.

..Petitioner(s) in both
petitions.

Vs

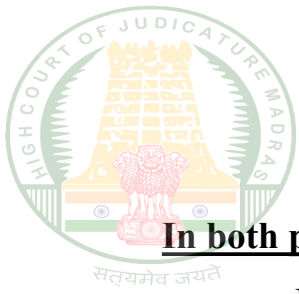
R.Arun Kumar
S/O. Ravi Kumar, 2/167-1, Green Avenue, LRN
Colony, Sarada College Road, Salem - 636007.

..Respondent(s) in both
petitions.

Prayer in TR CMP No. 1220 of 2025: Transfer Petition filed under section 24 of the Civil Procedure Code, praying to TRANSFER the HMOP No. 486 of 2022 filed by the Respondent, pending on the file of Family Judge, Salem and transfer the same to Sub Court, Coimbatore.

Prayer in CRP.No.5521 of 2025:

Civil Revision Petition filed under Article 227 of Constitution of India, praying to set aside the order dated 27.10.2025 passed by the Learned Family Judge, at Salem in HMOP No. 486 of 2022 by allowing the Revision petition and pass such further or other orders as deemed fit and proper and thus render justice.



In both petitions:

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For Petitioner(s):

MR.N.L.RAJAH Senior counsel for MS.Rohini
Ravikumar

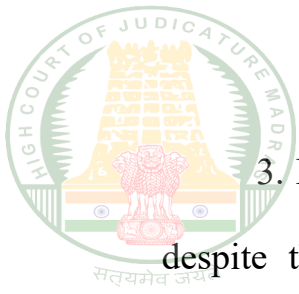
For Respondent(s):

MS.V. ANURADHA

COMMON ORDER

The revision petitioner, who is the wife of the respondent, has preferred this revision challenging the docket order passed by the Family Court Judge without considering the Memorandum of Understanding dated 02.09.2025 entered into between herself and the respondent, which was recorded by this Court in C.R.P. No. 1114 of 2025.

2. The learned counsel for the petitioner submitted that, having signed the Memorandum of Understanding (MoU) between the parties and the same having been recorded by this Court, the validity of the MoU cannot be questioned before the Trial Court. It was further submitted that Rule 25 of the Civil Procedure Mediation Rules, 2007 mandates recording of the settlement arrived at between the parties. Similarly, Section 27 of the Mediation Act, 2023 emphasizes that a settlement agreement entered into between the parties through mediation is legally binding and enforceable.



3. Relying upon the above principles, the learned counsel submitted that, despite the settlement being recorded, the respondent was not inclined to execute the settlement deed in terms of the agreement. Contrary to the terms of the MoU, the respondent attempted to impose additional conditions while executing the settlement deed in favour of his minor daughter, which he was not entitled to do. Therefore, the petitioner raised objections regarding the conduct of the respondent in relation to the execution of the settlement deed.

4. The learned counsel appearing for the respondent submitted that the respondent is ready and willing to comply with the terms of the Memorandum of Understanding. However, considering the welfare of the minor daughter, he seeks to impose certain conditions to safeguard her rights over the property after attaining majority and upon entering married life. The learned counsel further submitted that the respondent is inclined to abide by the orders of this Court.

5. Earlier, in C.R.P. No. 1114 of 2025, this Court directed the parties to undergo mediation. Accordingly, the parties settled their disputes and reduced the terms into a Memorandum of Understanding dated 02.09.2025. Under the said MoU, they agreed to obtain a decree of divorce by mutual consent and also agreed upon the terms relating to permanent alimony and the welfare of their minor daughter. Thereafter, the MoU was placed before this Court, and this Court recorded the same and ordered that the Memorandum of Understanding



shall form part of the order passed in the said Civil Revision Petition.

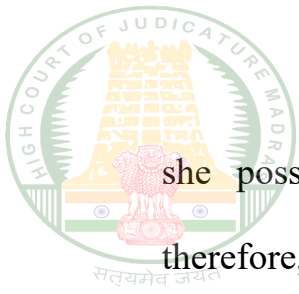
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6. It is made clear that the MoU had already been recorded by this Court.

However, misunderstandings subsequently arose between the parties when the respondent sought to impose certain conditions while executing the settlement deed in favour of the minor daughter. The dispute arose when the respondent proposed to execute a conditional gift deed, which was not part of the original terms agreed upon between the parties. Therefore, the revision petitioner, being the mother of the minor daughter, objected to the conditions sought to be imposed by the respondent.

7. Since the MoU had already been recorded by this Court, both parties, along with the minor daughter, were directed to appear before this Court. Accordingly, they appeared. The respondent, being the father of the minor daughter, expressed that he was wholeheartedly inclined to execute the gift deed in favour of his daughter. However, he apprehended that the property might be sold either immediately or in future, which could result in hardship to the minor daughter. Therefore, he sought to impose a condition that the daughter shall not be entitled to encumber or alienate the property until she attains the age of forty years.

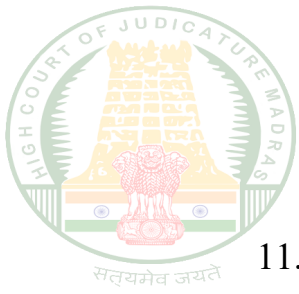
8. The petitioner, being the mother of the minor daughter, submitted that



she possesses sufficient properties inherited from her parental side, and therefore, there would be no necessity to sell the property proposed to be gifted to the minor daughter. She also assured this Court that she would not create any encumbrance over the property until the minor daughter attains majority. However, she expressed apprehension that the respondent had not been paying maintenance regularly after the execution of the Memorandum of Understanding, and that if the respondent failed to meet the educational and marriage expenses of the daughter in future, she might be compelled to sell the property to meet the daughter's needs.

9. At this juncture, the respondent submitted that he would take care of all the educational and marriage expenses of the daughter in future without fail. He further stated that the daughter regularly spends time with him and that he maintains daily contact with her. According to him, even after attaining majority, the daughter may not be sufficiently mature to deal with the property independently. Therefore, he requested that the property remain free from encumbrance until she attains the age of thirty years.

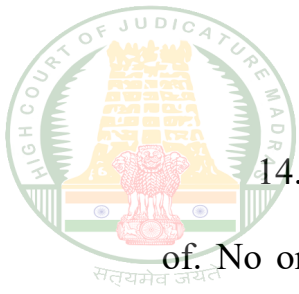
10. However, the revision petitioner objected to the imposition of such conditions, contending that they are onerous and contrary to the original terms of the MoU, under which the respondent had agreed to execute a gift deed in favour of the minor daughter without any such restrictions.



11. After deliberations, both parties agreed to file individual undertaking affidavits concerning the execution of the gift deed and regarding the educational and marriage expenses of the minor daughter in future. Accordingly, the undertaking affidavits submitted by both parties are recorded, and the same shall form part of the Memorandum of Understanding dated 02.09.2025.

12. Considering the submissions made by both parties and keeping in view the welfare and best interests of the minor daughter, this Court directs the respondent to execute the gift deed with a condition that, until the daughter attains the age of twenty-five years, she shall not encumber, mortgage, or alienate the property either by herself or through any other person, including her mother. Upon attaining the age of twenty-five years, she shall become the absolute owner to deal with the gifted property.

13. Further, both parties are directed to file a petition for divorce by mutual consent within a period of four weeks. The respondent is also directed to clear the interim maintenance arrears relating to the past five months. Both parties shall strictly adhere to the terms of the Memorandum of Understanding and the undertaking affidavits without any deviation.



14. With the above directions, the Civil Revision Petition stands disposed of. No order as to costs. Consequently, the connected miscellaneous petitions are closed.

15. In view of the above order passed in civil revision petition, TR.CMP.No.1220 of 2025 is also disposed of on the terms stipulated therein. No costs.

10-06-2026

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

MPA

To

1. The Sub Court, Coimbatore.
2. The Family Judge, Salem.
3. The section Officer, VR section, High Court, Madras.



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T.V.THAMILSELVI, J.

MPA

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