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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **02.06.2026**

CORAM

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

**C.M.S.A.(MD)Nos.27 and 28 of 2012
and
CRP(MD) SR.No.19239 of 2014
and
M.P.(MD) No.1 of 2014
and
CMP(MD) Nos.6489 of 2021 and 460 of 2025**

C.M.S.A.(MD)No.27 of 2012:

V.Balaji

... Appellant

vs.

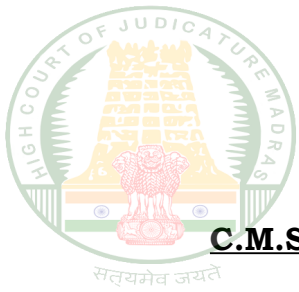
R.Vaishnavi

... Respondent

PRAYER: Civil Miscellaneous Second Appeal filed under Section 28 of Hindu Marriage Act r/w under Section 100 of the Code of Civil Procedure, to set aside the judgment and decree of the lower Appellate Court dated 21.08.2012 passed in C.M.A.No.4 of 2011 on the file of the Principal District Judge, Thanjavur, confirming the judgment and decree of the Trial Court dated 25.01.2011 passed in H.M.O.P.No.175 of 2009 on the file of Additional Subordinate Judge, Thanjavur and to allow the Second Appeal.

For Appellant : Mr.R.Thanga Pandian

For Respondent : Mr.V.K.Vijayaraghavan



C.M.S.A.(MD)No.28 of 2012:

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V.Balaji

... Appellant

vs.

R.Vaishnavi

... Respondent

PRAYER: Civil Miscellaneous Second Appeal filed under Section 28 of Hindu Marriage Act r/w under Section 100 of the Code of Civil Procedure, to set aside the judgment and decree of the lower Appellate Court dated 21.08.2012 passed in C.M.A.No.5 of 2011 on the file of the Principal District Judge, Thanjavur, confirming the judgment and decree of the Trial Court dated 25.01.2011 passed in H.M.O.P.No.130 of 2007 on the file of Additional Subordinate Judge, Thanjavur and to allow the Second Appeal.

For Appellant : Mr.R.Thanga Pandian

For Respondent : Mr.V.K.Vijayaraghavan

CRP(MD) SR.No.19239 of 2014:-

V.Balaji

... Petitioner

vs.

R.Vaishnavi

... Respondent

PRAYER: Petition filed under Article 227 of the Constitution of India, to reject the petition in E.P.No.985 of 2014 in HMOP.No.130 of 2007 on the file of IX Assistant City Civil Court, Madras, as not maintainable.

For Petitioner : Mr.R.Thanga Pandian



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For Respondent : Mr.V.K.Vijayaraghavan

COMMON ORDER

These three matters have been listed before me pursuant to the orders passed by Hon'ble The Administrative Judge clubbing both the appeals and the revision together.

2.The Civil Miscellaneous Second Appeals have been preferred against the orders passed by the learned Principal District Judge at Thanjavur in CMA.Nos.4 and 5 of 2011 dated 21.08.2012, confirming the orders passed by the learned Additional Subordinate Judge at Thanjavur in HMOP.No.175 of 2009 and HMOP.No.130 of 2007 dated 25.01.2011 and thereby, dismissing the petition filed for divorce by the husband and allowing the petition filed for restitution of conjugal rights by the wife.

3.The Civil Revision Petition is filed to reject E.P.No.985 of 2014 in HMOP.No.130 of 2007 on the file of the IX Assistant City Civil Court, Madras, as not maintainable.

4.The appellant is the husband and the respondent is the wife. For the sake of convenience, the parties shall be referred to as the husband and wife.



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5.As all the proceedings pertain to the same couple, the matters were clubbed together.

6.By an order dated 23.07.2025, the Hon'ble Mr.Justice Dhandapani recorded that the husband and wife have settled the issues between themselves. He has also recorded that the husband will execute a settlement deed in favour of the only child born to the couple and will also return the articles belonging to the wife lying with him.

7.On 25.08.2025, the learned Judge recorded that a settlement deed had been executed, but the articles had not yet been handed over. Thereafter, it was listed before the Court on 20.04.2026. When the matter came up before this Court, I heard Mr.R.Thanga Pandian for the husband and Mr.VK.Vijayaraghavan for the wife.

8.It was represented by Mr.V.K.Vijayaraghavan that the original of the title deeds and the settlement deed have been retained by the settlor, husband. This statement was confirmed by Mr.R.Thanga Pandian. He added that the husband had retained the documents, on account of his fear that the wife and the son might alienate the property and thereby, dispossess him from the same.

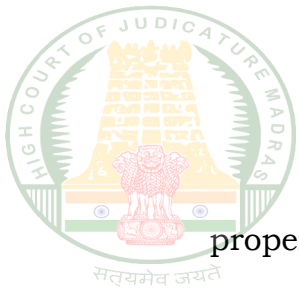


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9.I requested the appearance of Mr.V.Balaji (husband) and Mrs.R.Vaishnavi (wife) before this Court and adjourned the matter to 22.04.2026.

10.On that day, both the parties were enquired by this Court to find out if there was a possibility of reunion. Both parties stated that much water has passed and it is not possible to live under one roof hereafter. Mrs.R.Vaishnavi further pointed out that her silver and gold articles are yet to be returned by Mr.V.Balaji. Mr.V.Balaji stated that he is not in a position to retrieve the articles belonging to Mrs.R.Vaishnavi. Hence, he was willing to pay the equivalent in terms of money.

11.The date on which the Hon'ble Mr.Justice Dhandapani had recorded the compromise (23.07.2025) was frozen as the date for fixation of value of the movables. The value for the gold was fixed at Rs.4,87,760/- and the value for the silver articles was fixed at Rs. 2,38,000/-. In all, the liability of Mr.V.Balaji was crystallized at Rs. 7,25,000/-. Further, to address the fear of Mr.V.Balaji that Mrs.R.Vaishnavi or Mr.V.B.Harish will not alienate the property, they were called upon to file an affidavit stating that they will not interfere with the possession of Mr.V.Balaji and they will not alienate the



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property as long as he is alive. In order to report compliance, I adjourned the matter today.

12. When I took up the matter today, Mr. R. Thanga Pandian has produced a pay in slip issued by the City Union Bank, Mandaveli Branch, dated 25.05.2026. This pay in slip shows that a sum of Rs. 7,25,000/- has been paid to the account of Mrs. R. Vaishnavi, the wife. Mr. V. K. Vijayaraghavan confirms that the aforesaid amount has been received by his client.

13. In addition, Mr. V. Balaji has produced the following:-

- i) construction agreement executed by Mr. T. Krishnaswamy and Mr. N. Ramachandran in his favour for the plot constructed on the first floor at No. 6, Muthuraman Mudali Street, Madras 4 and
- ii) the sale deed executed for the undivided 1/6th share of land for the property situated in the aforesaid address.

14. He has also produced the original of the settlement deed executed by him in favour of his son, Mr. V. B. Harish. In addition, Mr. V. Balaji has filed an undertaking affidavit, dated 22.04.2026 stating that he will not cancel the settlement deed executed in favour of his son, V. B. Harish, nor will he encumber or alienate the house property settled through the settlement deed dated 20.08.2025.



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15.Mr.V.K.Vijayaragavan has filed the affidavit of both Mrs.R.Vaishnavi as well as Mr.V.B.Harish, dated 21.04.2026. Mrs.R.Vaishnavi has undertaken that she will not alienate or encumber the property mentioned in the settlement deed, dated 20.08.2025 during the lifetime of the appellant. She has also undertaken that she will not dispossess her husband during his lifetime from the property, which is the subject matter of the settlement deed, dated 20.08.2025. The beneficiary/settlee, Mr.V.B.Harish, has given a like undertaking.

16.The undertaking affidavits filed by Mr.V.Balaji, Mrs.R.Vaishnavi and Mr.V.B.Harish are scanned and extracted hereunder:-

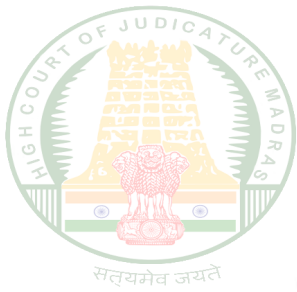
UNDERTAKING AFFIDAVIT FILED BY THE PETITIONER

I, V.Balaji, S/o. R. Venkataraman, Hindu aged about 59 years residing at No.13/4, Muthuram Street, Mylapore, Chennai-600 004. now temporarily come down to Madurai, do hereby solemnly affirm and sincerely state as follows:-

1. I am the petitioner in the above C.R.P and appellant in the above appeals.

1st para
Qm at/one

✓ *V.Balaji*



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2. I humbly submit that compromise arrived between me and respondent and accordingly this Hon'ble Court directed me to execute settlement deed in favour of my son V.B. Harish and in the event of execution of settlement deed the respondent has no objection in granting divorce to me.

3. I humbly submit that I conveyed my only house property to my son V.B. Harish through registered settlement deed dated 20.08.2025 bearing document No.2990/2025 retaining life interest to reside and to have possession till my life time.

4. I humbly submit that I conveyed house property to my son, and as per order of this Hon'ble court dated 25.08.2025 I delivered respondent's bureau and sridhan articles to her on 02.09.2026 in presence of her mother and father.

5. I further under take that I will not cancel the settlement deed, encumber, or alienate the house property settled to my son V.B. Harish through settlement deed dated 20.08.2025.

6. I humbly submit that the Thali Mangalya Chain weighing about 6 sovergin given by my family is with my wife, the respondent.

7. I humbly submit that by taking in to consideration of this affidavit, this Hon'ble Court may be pleased to grant decree of divorce dissolving the marriage took place between me and respondent on 11.09.2000 and pass such further or other orders as this Hon'ble court may deem fit and proper in the circumstances of the case and thus render justice.

Solemnly affirmed at Madurai
on this the 22nd day of April 2026.
the contents of this affidavit having
been truly and audibly read
over and explained to the deponent

21.4 page 1
Ravi S. R.

[Signature]

Before Me

[Signature]
M. Sivalasamy (2082/10)
113, Lawyer's Chambers,
MHC-4B,
Madurai-23
9362060222



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AFFIDAVIT FILED BY R.VAISHNAVI

I, R.Vaishnavi, Daughter of K. Ramamoorthy Indian Hindu, aged 51 years, residing at No. 162, AVP Alagammal Nagar 3rd street, B-1, Mithra Apartment, Thanjavur -5 now having temporarily come down to Madurai do hereby solemnly affirm and sincerely state as follows:-

1. I am 1st respondent and am conversant with the facts of this case.

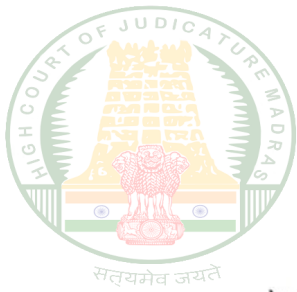
2. My husband filed H.M.O.P. No.175/2009 on the file of Additional Sub Court, Thanjavur for the relief of divorce on the ground of cruelty caused by me. I filed H.M.O.P. No.130/2007 on the file of Additional Sub Court, Thanjavur seeking restitution of conjugal rights as he has deserted me without any valid reason.

3. Both O.Ps. were heard together and by common judgment dated 25.1.2011, the trial court decreed my O.P. and dismissed the O.P. filed by my husband.

4. My husband filed appeals in C.M.A. Nos.4 and 5 of 2011 on the file of the District Court, Thanjavur. The appellate court has confirmed the fair and decreetal order passed by the trial court on 21.8.2012 by a common

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R. Vaishnavi



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judgment. My husband filed C.M.S.A. Nos.27 and 28 of 2012 before this Hon'ble Court.

5. In the order passed dated 08-07-2025 by this Hon'ble court it was observed that there was arrears of Rs.7,20,000/- due by the appellant towards interim maintenance payable to me and that he did not have any means to pay the amount. However it is observed that the appellant was ready to execute settlement deed in favour of my son reserving life interest with him in the property.

6. On 20.8.2025 , a settlement deed was executed by the appellant in favour of our son V.B.Harish.

7. I undertake that my son or myself will not alienate or encumber the property mentioned in the settlement deed dated 20.8.2025 till the life time of my husband/appellant herein.

8. The property tax, water tax, electricity Bill , patta and follow up action may be ordered to be transferred in the name of my son forthwith.

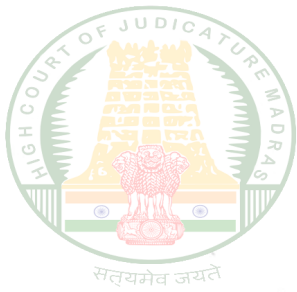
9. I undertake that myself or my son will not dispossess the appellant during his life time from the property shown in the settlement deed dated 20.8.2025.

10. I pray that the following Sreedhana articles belonging to me may be returned to me by my husband

1. Silver Kuthuvilakku - 2 Nos
2. Silver Plate - 2 Nos
3. Silver Cup - 1 No

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C.M.S.A. No. 1

R. Uvais Jany.



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4. Silver Kunguma Chimil - 1 No
- 5 Gold Necklace - 2 ½ sovereign
- 6 Thirumangalyam tied in the Neck of Kamatchiamman - 2 grams
- 7 Gold Ear rings -
(two pairs each weighing 3 grams totally 6 grams)
- 8 Gold Chain - 3 sovereigns

11. On 02.09.2025 in the presence of appellant, I took my Godrej steel bero. It was opened in his presence, only old cloths of mine were available. Jewellery boxes kept inside the steel almirah was opened in the presence of appellant. No jewel was available inside the said boxes. All my jewel were missing. But the boxes are kept intact. I took some brass vessals along with my steel almirah to my house. The appellant did not return the above mentioned eight items to me till date despite demand and to this effect I am filing this affidavit.

Solemnly affirmed at Madurai
On this the 21st day of April
2026 and signed her name
In my presence.

page 3
cmr ml

R. Vaislingi
Before me
S. S. Sathya
P. C. Sathya
Advocate, Madurai
Ms. 2268/05
68, C. K.
Madurai - 25
Ph. 9052774664



AFFIDAVIT FILED BY V.B. HARISH

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I, V.B. Harish son of V.Balaji Indian Hindu aged 24 years residing at No. 162, AVP Alagammal Nagar 3rd street, B-1, Mithra Apartment, Thanjavur -5 now having temporarily come down to Madurai do hereby solemnly affirm and sincerely state as follows:-

1. I am the 2nd respondent herein. I am conversant with the facts of this case.

2. My father has filed C.M.S.A. Nos.27 and 28 of 2012 before this Hon'ble Court against my mother.

3. In the order passed dated 08-07-2025 by this Hon'ble court, it was observed that there was arrears of Rs.7,20,000/- by my father towards interim maintenance payable to my mother and that he did not have any means to pay the amount. However it was expressed that he was ready to execute a settlement deed in my favour reserving life interest with him. On 20.8.2025, registered settlement deed was executed by my father to me.

4. I undertake that I will not alienate or encumber the property mentioned in the settlement deed dated 20.8.2025 till the life time of my father.

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5. The property tax, water tax, electricity Bill and patta action may be ordered to be transferred in my name forthwith.

6. I undertake that I will not dispossess my father from the property mentioned in the settlement deed dated 20.8.2025 during his life time.

7. This affidavit is filed to confirm the above facts.

Solemnly affirmed at Madurai
On this the 21st day of April
2026 and signed her name
In my presence.

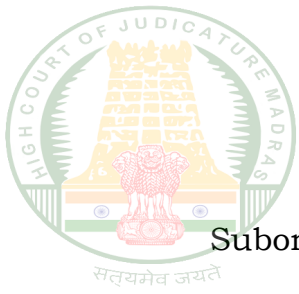
page 2
CMA No. 4/11

harish
Before me
S. Ananth
(C. Ananth)
Advocate, Madurai
68, C.C. Sec.
Madurai - 23
Ph - 9092774664

17.As all the disputes have been settled and since the parties have agreed that the marriage is dead for all practical purposes and since they have been separated for two decades and more, the present petition is modified into one under Section 13-B of the Hindu Marriage Act.

18.In the light of the above discussions, **the Civil Miscellaneous Second Appeals stand allowed** on the following terms:-

i) The decrees passed by the learned Principal District Judge at Thanjavur in CMA.No.4 of 2011 and CMA.No.5 of 2011 dated 21.08.2012, confirming the orders passed by the learned Additional



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Subordinate Judge at Thanjavur in HMOP.No.175 of 2009 and HMOP.No.130 of 2007 dated 25.01.2011, are set aside.

ii) There shall be a decree dissolving the marriage between the husband and the wife held at Kancheepuram and registered on 22.12.2000 at Chennai.

iii) As Mr.V.Balaji has paid all the amounts due to Mrs.R.Vaishnavi, in terms of the order passed by this Court, there shall be no further liability on Mr.V.Balaji towards Mrs.R.Vaishnavi.

iv) Since the marriage itself has been dissolved, the issue of executing the decree for restitution of conjugal rights does not arise. Hence, **CRP(MD) SR.No.19239 of 2014 stands rejected at the SR stage itself.**

v) It is made clear that in the event of Mr.V.B.Harish alienating the property, it is open to Mr.V.Balaji to take steps to get such alienation nullified. Such steps will not limit the right of Mr.V.Balaji to take steps against Mr.V.B.Harish for contempt.

vi) This Court records that the original of the construction agreements, dated 24.09.1990 and 14.12.1990 and the settlement deed, dated 20.08.2025 have been handed over by Mr.V.Balaji to Mr.V.B.Harish.

vii) Insofar as the maintenance of the property is concerned, as the possession of the property is being retained by Mr.V.Balaji during his lifetime, he will be entitled to carry out maintenance work.



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viii) Since the original of the title deeds have been handed over by Mr.V.Balaji to Mr.V.B.Harish, Clause 6 of the settlement deed dated 20.08.2025 has been rendered otiose.

ix) Having settled the property in favour of his son, the revenue and municipal records would obviously have to be mutated in the name of the son. The last term of Clause 6 in the deed of settlement dated 20.08.2025 will not stand in the way of Mr.V.B.Harish to get the revenue and municipal records mutated in his favour.

x) The husband, Mr.V.Balaji, having the right to reside in the property during his lifetime, would also be entitled to enjoy the usufructs of the property including any rental income therefrom.

No costs. Consequently, connected Miscellaneous Petitions are closed.

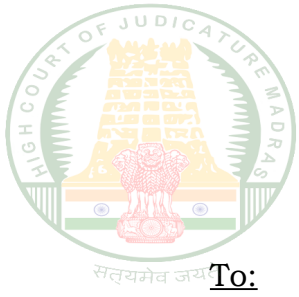
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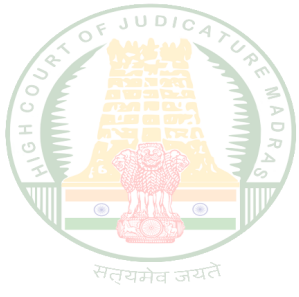
Registry is directed to draft a decree accordingly.



To:

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- 1.The Principal District Judge, Thanjavur.
- 2.The Additional Subordinate Judge, Thanjavur.
- 3.The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.



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V.LAKSHMINARAYANAN, J.

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C.M.S.A.(MD)Nos.27 and 28 of 2012
and
CRP(MD) SR.No.19239 of 2014

02.06.2026