

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition for Special Leave to Appeal (Civil) Nos.30070-30071/2009

(From the judgement and order dated 21/10/2009 in CMP No. 295/2009
& CMA No. 769/2004 of The HIGH COURT OF MADRAS)

S.SARASWATHI Petitioner(s)
VERSUS
N.SHANKAR Respondent(s)

(With prayer for interim relief and joint appln.on behalf of the
parties for disposing of the petitions in terms of the compromise)
(For final disposal)

Date: 19/07/2010 These Petitions were called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE P. SATHASIVAM
HON'BLE DR. JUSTICE B.S. CHAUHAN

For Petitioner(s) Mr. E.C. Agrawala,Adv.

For Respondent(s) Mr.TVS R. Sreyas, Adv.
Mr.Swapnil Verma, Adv.
Mr. Nikhil Nayyar,Adv.

UPON hearing counsel the Court made the following
O R D E R

Leave granted.
The appeals are disposed of in terms of
compromise memo, particularly, as per paragraph 8
extracted above.

[Usha Bhardwaj] [Savita Sainani]
Court Master Court Master

Signed order is placed on the file.
IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.5687-5688 OF 2010
(Arising out of S.L.P.(Civil) Nos.30070-30071/2009)

S. Saraswathi ...Appellant

Versus

N. Shankar ...Respondent

O R D E R

Leave granted.

Heard both sides.

During the pendency of these appeals, the parties
have arrived at a settlement and filed a joint application
praying this Court to dispose of the above appeals in terms

of paragraph 8 of the Compromise Memo. Paragraph 8 reads

as under:

"Recently with the intervention of family members, close friends and advisors, the parties have been able to arrive at an amicable settlement and have agreed that the present petitions be disposed of in the following terms:

(i) That the marriage between the Petitioner and Respondent shall stand dissolved and the Petitioner does not further contest the impugned order of the High Court of Madras.

(ii) That the Respondent undertakes to pay a sum of Rs. 30 lakhs (rupees thirty lakhs only) to the Petitioner as permanent alimony. Of the said Rs. 30 lakhs a sum of Rs. 5 lakhs (rupees five lakhs only) by way of Demand Draft No. 368447, dated 5th July, 2010, drawn at State Bank of India, Adyar, Chennai, in favour of the Petitioner, S. Saraswathi, shall be paid by the Respondent to the Petitioner on the day both of them sign these consent terms. The balance amount of Rs. 25 Lakhs (Rupees twenty five lakhs) shall be paid as enumerated in point No. 8 (iii).

...2/-

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(iii) That the Petitioner is in occupation and possession of house bearing Old No. 9, New No. 4/3, First Street, Kasi Viswanathar Colony, West Mambalam, Chennai -600033, which is owned by the Respondent. The balance sum or Rs. 25 lakhs (rupees twenty five lakhs only) shall be paid by the Respondent to the Petitioner by way of Demand Draft at the time the Petitioner hands over the vacant possession of the said premises at Old No. 9, New No. 4/3, First Street, Kasi Viswanathar Colony, West Mambalam, Chennai- 600033, with all the keys to the said premises. The keys to the premises shall be handed over to the Respondent on the date of disposal of the present Special leave petition in terms of these consent terms. The details of the Demand drafts that shall be handed over by the Respondent to the Petitioner as per above terms, are as follows:

S NO	DD NO	Date	Drawn at Bank	Amount
1	368446	05.07.2010	State Bank of India, Adyar, Chennai	4 Lakhs
2	311018	05.07.2010	Indian Bank, Thousand Lights, Chennai	6 Lakhs
3	020114	05.07.2010	HSBC, Adyar, Chennai	7 lakhs
4	020115	05.07.2010	HSBC, Adyar, Chennai	8 Lakhs

(iv) The parties hereby declare that no disputes/claims whatsoever remain inter-se between them with regard to any property, whether movable or immovable. The Petitioner further undertakes that she will not claim any amount towards maintenance or alimony from the Respondent or his family."

Both the appellant and the respondent are present before us. The counsel for the respondent-husband has handed over a demand draft for the sum of

Rs.25 lakhs. In the same way, the counsel for petitioner has handed over the keys of premises at Old No.9, New No.4/3, First Street, Kasi Viswanathar Colony, West Mambalam, Chennai 600 033 to the respondent. All the terms referred to in paragraph-8 of the compromise memo have been duly complied with.

..3/-

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In view of the same, the civil appeals are disposed of in terms of compromise memo, particularly, as per paragraph 8 extracted above.

.....J.
(P. SATHASIVAM)

.....J.
(Dr.B.S. CHAUHAN)

New Delhi,
July 19, 2010.