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AS No. 134 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-07-2026

CORAM

THE HON'BLE MR JUSTICE N. SATHISH KUMAR

AND

THE HON'BLE MR.JUSTICE M.JOTHIRAMAN

AS No. 134 of 2017

AND

CMP NO. 20695 OF 2023, CMP NO. 5964 OF 2017

1. Raji Feeds Private Ltd
Rep. by its Managing Director,
S.P. Perumal,
9/309, Siruvani Main Road,
Sakthi Nagar,
Coimbatore.
2. K.Karthikeyan,
Executive Director,
M/s.Raji Fees Private Ltd
9/309, Siruvani Main Road,
Sakthi Nagar,
Coimbatore – 641 010.

[2nd appellant impleaded vide order of Court dated 22.10.2019 in C.M.P.No.22584 of 2019 in A.S.No.134 of 2017]

[Cause title amended vide order of Court dated 27.09.2023 made in C.M.P.No.22584 of 2019 in A.S.No.134 of 2017]

[A2 substituted by K.Karthikeyan vide Court order dated 08.06.2026 in CMP No.27808 of 2023 in A.S.No.134 of 2017]

..Appellant(s)

Vs



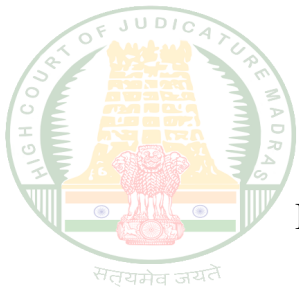
1. M/s.Godrej Agrovat Ltd.,
247/1 & 2, GIDC Industrial Estate,
Sachin District,
Surat – 394 230,
Gujarat.
2. M/s.Raji Feeds,
Rep. by its Sole Proprietor,
K. Chinnasamy (died)
Siruvani Main Road,
Sakthi Nagar,
Coimbatore – 641 010.
3. The District Collector of
Coimbatore District,
Collectorate,
Coimbatore.
4. C.Sasikaladevi
5. C.Saravanan

*[R3 impleaded vide order of Court dated
04.07.2014 made in M.P.No.2 of 2014 in
A.S.SR.No.45595 of 2007]*

*[R4 and R5 brought on record as LR's of the
deceased 2nd respondent, viz., K.Chinnasamy vide
order of Court dated 08.04.2022 made in
C.M.P.Nos.1345, 1340 & 1349 of 2019 in
A.S.No.134 of 2017]*

..Respondent(s)

Appeal Suit filed under Section 96 of the Code of Civil Procedure against
the judgment and decree of the Additional District and Sessions Court (Fast
Track Court No.III), Coimbatore, in O.S.No.794 of 2004, dated 21.02.2006.



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For Appellant(s):

Mr.D.Selvaraju
for Mr.C.S.Saravanan

For Respondent(s):

Mr.K.Venkatasubban
for M/s.Sarvabhauman Associates
for R1

R2 – died

Mr.V.Balakrishnan
Special Government Pleader for R3

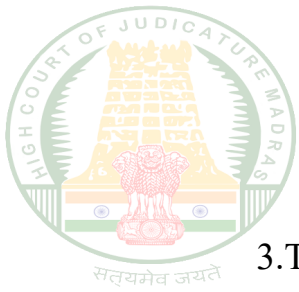
R4 and R5 – Dismissed vide Court order dated
10.02.2023

JUDGMENT

(Judgment of the Court was delivered by N.Sathish Kumar J.)

Challenging the decree and judgment of the Additional District and Sessions Court (Fast Track Court No.III), Coimbatore, in O.S.No.794 of 2004, dated 21.02.2006, decreeing the suit for recovery of money and directing the 1st defendant to pay the plaintiff a sum of Rs.1,15,68,663/-; 2nd defendant to severally pay a sum of Rs.47,55,689/- both along with future interest at the rate of 20% p.a., the 1st defendant has filed the above Appeal.

2.Though judgment was reserved in the matter on 06.07.2026, today, the matter is listed under the caption “for clarification” at the instance of the learned counsel on either side stating that the matter has been settled among the parties.



3.Today, the 2nd appellant, who is the Executive Director of the 1st appellant, is present before this Court. On the side of the respondents, Mr.Vivek Raizada, representative of the 1st respondent Company, is also present before this Court. They are identified by their respective counsel.

4.They have filed a memorandum of compromise, dated 23.07.2026, whereunder, the parties have agreed for the following terms :

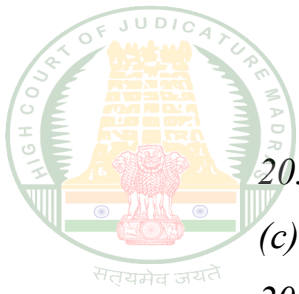
“TERMS OF COMPROMISE

1.Settlement Amount: The 1st respondent/Plaintiff (GAVL) has agreed to receive an amount of Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakh only) as settlement amount for the full satisfaction of the decree (suit claim) by way of 4 instalments in strict compliance of the time schedule set out hereunder in this memorandum. This acceptance is by the plaintiff/1st defendant is not a remission of any part of the decretal dues, which stand discharged only on realisation of the entire amount agreed in the settlement i.e., Rs. 1,15,00,000/-(Rupees One Crore Fifteen Lakh only) within the times stipulated herein.

2.Payment schedule. Appellants shall pay the Settlement Amount to GAVL as follows:

(a) Rs.10,00,000/- (Rupees Ten Lakh only) on the date of execution of this Memorandum, and in any event on or before 23.07.2026;

(b) Rs.15,00,000/- (Rupees Fifteen Lakh only) on or before



20.08.2026;

(c) Rs.10,00,000/- (Rupees Ten Lakh only) on or before 20.09.2026; and

(d) the balance of Rs. 80,00,000/- (Rupees Eighty Lakh only) on or before 20.10.2026.

3.Mode of payment. Every payment shall be made by demand draft drawn in favour of "Godrej Agrovat Limited" and delivered to GAVL or its counsel against written acknowledgment, or by electronic transfer (RTGS) to the following account of GAVL:

Account Name : Godrej Agrovat Limited

Bank and Branch : Bhaveshwar Lan Mumbai

Account Number: 01180310000022

IFSC Code : HDFC0000118

A payment is made only when the demand draft is realised or the electronic transfer is unconditionally credited to the above account. Dishonour, reversal or failure of credit for any reason is non-payment.

4.Time of the essence. Time is of the essence of this compromise. The Appellants shall not seek any extension of the timelines or any modification of these terms.

5.No dealing with the mortgaged property. Appellants shall not sell, alienate, encumber, lease, part with possession of, or create any third-party right in the suit property till satisfaction of GAVL's dues in terms hereof. Upon due and proper satisfaction of the dues under this Memorandum, GAVL will release its claim over mortgaged property that formed subject matter of O.S. No. 794 of



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6.Handing over possession. *On receipt of the said amount of Rs.1,15,00,000/-(Rupees One Crore Fifteen Lakh only) in compliance to the time schedule agreed the 1st respondent/plaintiff (GAVL) should handover the possession of the property (as is where is basis) mortgaged to the 1st appellant herein on 21.10.2016 i.e., the day next to the payment of the last instalment on 20.10.2026 without any delay. In failure of handing over possession the plaintiff/1 defendant (GAVL) has to return the amount that which is received under this memorandum and this compromise becomes invalid.*

7.Default and revival. *If any payment is not made in full by its due date, or if either Appellant or the Confirming Party commits any breach of this Memorandum, the following consequences automatically follow, without necessity of further notice:*

(a) the decrees dated 21.02.2006 and 24.06.2008 (as amended on 17.10.2016) revive and become enforceable in full, together with the entire interest and costs;

(b) all sums received under this Memorandum stand appropriated towards the decretal dues in such manner as GAVL considers fit, and not towards the Settlement Amount; and

(c) GAVL is at liberty to prosecute E.P. No. 24 of 2013 forthwith and to pursue every other remedy available to it in law against the Appellants and the mortgaged property that formed subject matter of O.S. No.794 of 2004.

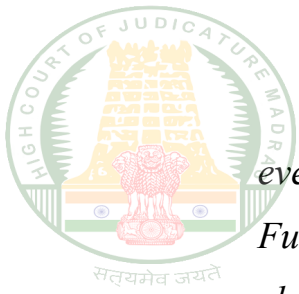
8.Withdrawal of the Cases. *The 1st respondent / plaintiff (GAVL)*



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undertakes to withdraw the execution proceedings in E.P.No.24 of 2013 (Vth Additional District Court, Coimbatore) on realisation of the settlement i.e., Rs.1,15,00,000/- (Rupees One Crore Fifteen Lakh only) within the times stipulated herein and 1st Appellant herein shall file a copy of this memorandum of Compromise and withdraw the suit in O.S.No.371 of 2024 (IIIInd Additional District Court, Coimbatore) filed by them respectively without liberty to file a fresh suit, after possession is handed over on an "as is" and "where is" basis. Possession will be handed over simply by way of a letter issued by 1st Respondent and acknowledged by Appellants.

9.No further claims. *The Appellants unconditionally withdraw and abandon every claim, demand and allegation against the 1st respondent in O.S.No.371 of 2024. Likewise the 1st Respondent do not have any claim against the Appellants in the above suit in O.S.No. 794 of 2004 & E.P.No. 24 of 2013 in the event of the Appellants pays the agreed sum of Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakh only) within the times stipulated herein. The Appellants shall not institute, prosecute, revive, support or pursue, whether themselves or through any person or proxy, any suit, complaint, petition, claim or proceeding of any nature against GAVL or its directors, officers, employees or agents, before any court, tribunal, authority or forum, in respect of any matter arising out of or connected with the dealings between the parties in respect of the subject matter of this appeal or of the O.S. No. 371 of 2024 or any other filing, proceeding, correspondence or document. This Memorandum binds the parties and the 2nd appellant their successors, legal representatives and assigns, and*



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every person claiming through, under or on behalf of them. Further the Appellants hereby agrees that they shall not make any claims in respect of the demand made by the State Tax Officer, Perur Assessment Circle, Coimbatore vide his orders dated 13.02.2025 bearing reference number ZD3302251300922 and 08.03.2024 bearing reference number ZD330324043547J. The Appellants further agree they shall not raise or make any claim or demand, etc., against the 1st Respondent on any account whatsoever.

10.Discharge on completion. Upon realisation by GAVL of the entire Settlement Amount strictly within the times stipulated hereinabove, the liability of the Appellants under the decrees in O.S. No. 794 of 2004 shall stand discharged.

11.Authority and indemnity of the 2nd appellant. The 2nd appellant confirms that this Memorandum has been duly authorised by Appellant No. 1 and that the Board resolution at Annexure A is valid and subsisting. He shall indemnify and keep indemnified GAVL against every claim, loss, cost and expense arising from any want or defect of authority of any signatory of the Appellants, and from any challenge to the validity, authorisation or enforceability of this Memorandum by Appellant No. 1, its shareholders or directors, or any person claiming under them. Payments made by the 2nd appellant from his personal account towards the Settlement Amount shall be treated for all purposes as payments made by and on behalf of Appellant No. 1. Neither the 2nd appellant nor any person claiming through him shall dispute such payments, seek their refund from GAVL.



Neither the Appellants nor any person claiming through them or on their behalf shall dispute this Memorandum.

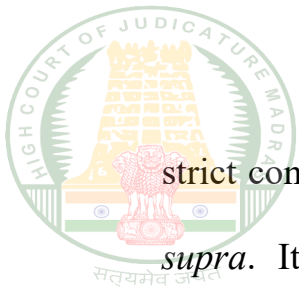
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12.Further assurances. *Every signatory to this Memorandum confirms that he or she is duly authorised to sign it. The parties shall sign and file every memo, application and document reasonably necessary to give effect to this Memorandum, including before the Hon'ble High Court, the Executing Court and the IIIrd Additional District Court.*

13.Entire terms. *This Memorandum records the entire terms of the compromise. No amendment and no waiver of any right herein binds a party unless made in writing and signed by that party. Parties are at liberty to produce and rely upon this Memorandum before any court or authority, including the Hon'ble High Court, Executing Court and the IIIrd Additional District Court.*

14.Prayer. *The Appellants and Respondent No. 1 will make a joint prayer to the Hon'ble High Court to record this compromise under Order XXIII Rule 3 read with Section 107 of the Code of Civil Procedure, 1908, to dispose of A.S. No. 134 of 2017 in terms of this Memorandum, and to direct that this Memorandum shall form part of the decree.”*

5.The 1st respondent/plaintiff has agreed to receive an amount of Rs.1,15,00,000/- (Rupees One Crore Fifteen Lakhs only) as settlement amount for the full satisfaction of the decree (suit claim) by way of four installments in

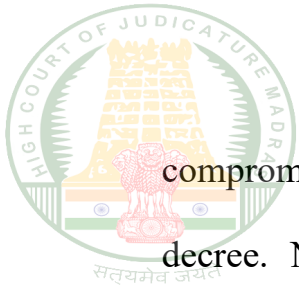


strict compliance of the time schedule set out in the memorandum as extracted *supra*. It is also agreed that this acceptance by the plaintiff/1st defendant is not remission on any part of the decretal dues, which stand discharged only on realisation of the entire amount agreed in the settlement, i.e., Rs.1,15,00,000/- within the times stipulated in the memorandum. Both the parties have signed the memorandum in the presence of their respective counsel. The said memorandum is taken on record.

6.As a first installment, today, a sum of Rs.10,00,000/- is paid to the 1st respondent/plaintiff by way of Demand Draft bearing No.954523 drawn on State Bank of India, Ghatkopar East Branch, for a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) drawn in favour of Godrej Agrovat Ltd., and the receipt of the Demand Draft is acknowledged by the 1st respondent.

7.The remaining amount shall be paid within the time limits as agreed in the compromise memo. It is also made clear that, in the event of failure to adhere to the time limits as agreed by the parties in the memoradum, the appellants have to pay the entire suit amount.

8.In view of the above settlement arrived between the parties and the memorandum of compromise filed by them, this Appeal is disposed of in terms of the compromise arrived between the parties. The memorandum of



compromise, dated 23.07.2026, shall form part and parcel of the judgment and decree. No costs. Consequently, connected miscellaneous petitions are closed.

The Court Fee paid by the appellants, if any, shall be refunded to them as per Rules.

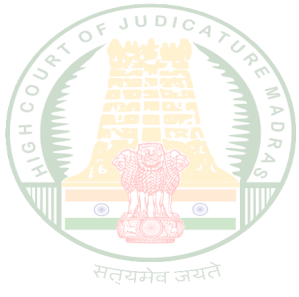
(N.S.K., J.) (M.J.R., J.)
23-07-2026

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

MKN

To

- 1.The Additional District and Sessions Judge,
(Fast Track Court No.III),
Coimbatore.
- 2.The Section Officer,
VR Section,
High Court, Madras.



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AS No. 134 of 2



**N.SATHISH KUMAR J.
AND
M.JOTHIRAMAN J.**

MKN

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