

Arb.Appeal(MD).No.68 of 2025 and C.R.P.(MD).Nos.3434 to 3436 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 08.06.2026

CORAM

THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

Arb.Appeal(MD).No.68 of 2025

and

C.R.P.(MD).Nos.3434 to 3436 of 2025

and

C.M.P.(MD).Nos.18603, 18604 of 2025, 705 and 708 of 2026

Arb.Appeal(MD)No.68 of 2025

M/s.Kumbakonam Mutual Benefit Fund
Nidhi Limited,
Represented by its General Manager,
No.145, Big Street, Kumbakonam,
Thanjavur District,
Tamil Nadu – 612 001.

... Appellant/Petitioner/1st Defendant

Vs.

1.M/s.Sigma Technologies,
Represented by its Managing Partner,
J.Ramesh,
Having registered office at,
No.22-24, 1st floor,
City Centre, Sundar Nagar,
Tiruchirappalli – 620 021 and
Place of business at: Nirmal Complex,
2nd Floor, No.41,
Bharadhidasan Salai, Cantonment,
Tiruchirappalli – 620 001.

... 1st Respondent/1st Respondent/
Plaintiff

2.A.Jayaprakash

... 2nd Respondent/2nd Respondent/
2nd Defendant



Arb.Appeal(MD).No.68 of 2025 and C.R.P.(MD).Nos.3434 to 3436 of 2025

PRAYER: Arbitration Appeal filed under Section 37(1)(a) of Arbitration and Conciliation Act, 1996, to call for records and set aside the fair and decreetal order in I.A.No.5 of 2022 in C.O.S.No.28 of 2023 dated 16.10.2025, on the file of the Principal District Court, Tiruchirappalli.

For Petitioner : Mr.Sunny Sheen
for Mr.T.Antony Arulraj

For Respondents : Mr.A.Adithya

C.R.P.(MD).No.3434 of 2025

M/s.Kumbakonam Mutual Benefit Fund
Nidhi Limited,
Represented by its General Manager,
No.145, Big Street, Kumbakonam,
Thanjavur District,
Tamil Nadu – 612 001.

... Petitioner/Petitioner/1st Defendant

Vs.

1.M/s.Sigma Technologies,
Represented by its Managing Partner,
J.Ramesh,
Having registered office at,
No.22-24, 1st floor,
City Centre, Sundar Nagar,
Tiruchirappalli – 620 021 and
Place of business at: Nirmal Complex,
2nd Floor, No.41,
Bharadhidasan Salai, Cantonment,
Tiruchirappalli – 620 001.

... 1st Respondent/1st Respondent/
Plaintiff

2.A.Jayaprakash

... 2nd Respondent/2nd Respondent/
2nd Defendant



Arb.Appeal(MD).No.68 of 2025 and C.R.P.(MD).Nos.3434 to 3436 of 2025

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the fair and decretal order in I.A.No.3 of 2022 in C.O.S.No.28 of 2023 dated 16.10.2025, on the file of the Principal District Court, Tiruchirappalli.

For Petitioner : Mr.Sunny Akkara
for Mr.T.Antony Arulraj

For Respondents : Mr.A.Adithya

C.R.P.(MD).No.3435 of 2025

M/s.Kumbakonam Mutual Benefit Fund
Nidhi Limited,
Represented by its General Manager,
No.145, Big Street, Kumbakonam,
Thanjavur District,
Tamil Nadu – 612 001.

... Petitioner/Petitioner/1st Defendant

Vs.

1.M/s.Sigma Technologies,
Represented by its Managing Partner,
J.Ramesh,
Having registered office at,
No.22-24, 1st floor,
City Centre, Sundar Nagar,
Tiruchirappalli – 620 021 and
Place of business at: Nirmal Complex,
2nd Floor, No.41,
Bharadhidasan Salai, Cantonment,
Tiruchirappalli – 620 001.

... 1st Respondent/1st Respondent/
Plaintiff

2.A.Jayaprakash

... 2nd Respondent/2nd Respondent/
2nd Defendant



Arb.Appeal(MD).No.68 of 2025 and C.R.P.(MD).Nos.3434 to 3436 of 2025

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the fair and decretal order in I.A.No.4 of 2022 in C.O.S.No.28 of 2023 dated 16.10.2025, on the file of the Principal District Court, Tiruchirappalli.

For Petitioner : Mr.Sunny Akkara
for Mr.T.Antony Arulraj

For Respondents : Mr.A.Adithya

C.R.P.(MD).No.3436 of 2025

M/s.Kumbakonam Mutual Benefit Fund
Nidhi Limited,
Represented by its General Manager,
No.145, Big Street, Kumbakonam,
Thanjavur District,
Tamil Nadu – 612 001.

... Petitioner/1st Respondent/
1st Defendant

Vs.

1.M/s.Sigma Technologies,
Represented by its Managing Partner,
J.Ramesh,
Having registered office at,
No.22-24, 1st floor,
City Centre, Sundar Nagar,
Tiruchirappalli – 620 021 and
Place of business at: Nirmal Complex,
2nd Floor, No.41,
Bharadhidasan Salai, Cantonment,
Tiruchirappalli – 620 001.

... 1st Respondent/Petitioner/
Plaintiff

2.A.Jayaprakash

... 2nd Respondent/2nd Respondent/
2nd Defendant



Arb.Appeal(MD).No.68 of 2025 and C.R.P.(MD).Nos.3434 to 3436 of 2025

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the fair and decretal order in I.A.No.8 of 2025 in C.O.S.No.28 of 2023 dated 16.10.2025, on the file of the Principal District Court, Tiruchirappalli.

For Petitioner : Mr.Sunny Akkara
for Mr.T.Antony Arulraj

For Respondents : Mr.A.Adithya

COMMON ORDER

I heard Mr.Sunny Akkara representing Mr.T.Antony Arulraj for the appellant in the Arbitration Appeal and the petitioner in the Civil Revision Petitions. He was opposed by Mr.A.Adithya for the respondents.

2. Taking note of the fact that the dispute is a commercial one, this Court advised both the appellant and the first respondent to have another meeting to thrash out the issues on 06.06.2026. They were called upon to report the result of the meeting today.

3. When the matter was called today, both Mr.Sunny Akkara and Mr.A.Adithya reported that the negotiations were successful and the parties have arrived at a settlement. They also produced a settlement agreement, which is scanned and extracted hereunder:



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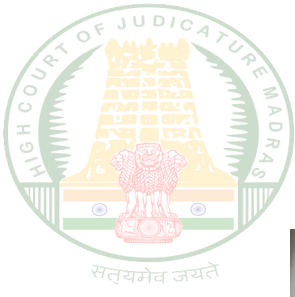
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8/6/2026
தமிழ்நாடு தமில்நாடு TAMILNADU
Rs. 100/-
G. உதயசுந்தரி,
மதுரை,

EX 847644
S. அனாபாசாமி
மதுரை மாவட்டம்
உரிமம் எண் 2890/B1/2006
சென்னை உயர்நீதி மன்றம்
மதுரை கிளை

MEMORANDUM OF SETTLEMENT

THIS MEMORANDUM OF SETTLEMENT (hereinafter referred to as the "MOS") is entered into on this 8th day of June, 2026 ("Execution Date"), at Madurai by and between:

M/s. Kumbakonam Mutual Benefit Fund Nidhi Limited, [a company incorporated under the Companies Act, 2013, bearing CIN No. U65991TN1903PLN001246, having its registered office at No. 145, Big Street,



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Kumbakonam, Thanjavur District, Tamil Nadu, represented herein by Mr. P.R.P. Velappan the Managing Director of the company, duly authorized in that behalf,

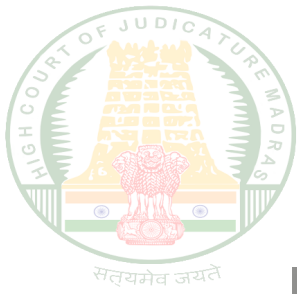
(hereinafter referred to as the "KMBF", which expression shall, unless repugnant to the context or meaning thereof, include its/their heirs, executors, administrators, legal representatives, successors, and permitted assigns);

AND

M/S. Sigma Technologies, [a registered partnership firm] having its registered office at No. 22-24, 1st Floor, City Centre, Sundar Nagar, Thiruchirapalli, represented herein by its Partner, Mr. J Ramesh duly authorized in that behalf,

(hereinafter referred to as the "Sigma Tech", which expression shall, unless repugnant to the context or meaning thereof, include its/their heirs, executors, administrators, legal representatives, successors, and permitted assigns).

KMBF and Sigma Tech are hereinafter collectively as the Parties. .



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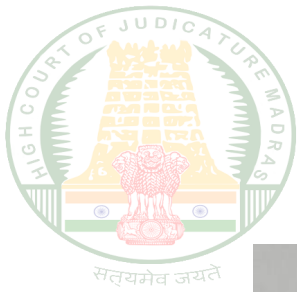
RECITALS:

A. The Parties have been, over a period of time, embroiled in multifarious disputes and litigations pending before various courts, tribunals, and forums (collectively referred to as the "Pending Litigations"), including but not limited to the proceedings more particularly described in Schedule I appended hereto.

B. The Parties are desirous of arriving at a full and final settlement of all their mutual disputes, claims, counterclaims, demands, and liabilities of every nature and description, whether arising out of the Pending Litigations or otherwise, so as to bring an end to all litigation between them in a peaceful, amicable, and binding manner.

C. In furtherance of the aforesaid desire, and in consideration of the Settlement Sum agreed upon herein, the Parties have negotiated and agreed upon the terms and conditions contained in this Memorandum, which shall be binding upon each of them.

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and undertakings contained herein, and for good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged, the Parties agree as follows:



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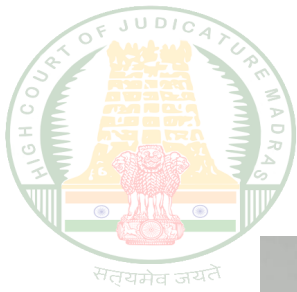
1. SETTLEMENT SUM.

KMBF agrees and undertakes to pay to **Sigma Tech** a lump sum amount of Rs. 65,00,000/- (Rupees Sixty Five Lakhs only) ("Settlement Sum") after deduction of applicable TDS, in full and final settlement of all disputes, claims, counterclaims, rights, obligations, and liabilities of every nature and description between the Parties, whether arising under the Pending Litigations, under any contract, statute, tort, equity, or otherwise howsoever.

2. MODE AND SCHEDULE OF PAYMENT.

The Settlement Sum shall be paid by **KMBF** to **Sigma Tech** in the following manner and on the following schedule:

- 2.1. An amount of Rs. 65,00,000/- (Rupees Sixty Five Lakhs only) after deducting TDS of Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) shall be paid to **Sigma Tech** by way of a cheque bearing cheque No. 005160 dated 08.06.2026.
- 2.2. Each payment shall be deemed to have been made only upon the credit of the respective amount to the designated bank account of **Sigma Tech** as aforesaid.
- 2.3. KMBF also agrees to issue a separate cheque towards GST charges (if any applicable) that may be incurred by **Sigma Tech**.



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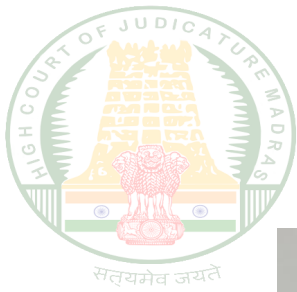
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3. WITHDRAWAL OF PENDING LITIGATIONS.

Contemporaneously with, and/or forthwith upon, the receipt of the Settlement Sum in full as stipulated in Clause 2 above, the Parties undertake to take the following steps with respect to all Pending Litigations:

- 3.1. **Sigma Tech** shall, upon receipt of the full Settlement Sum, file appropriate applications, petitions, or joint memo(s), as may be required or directed by the respective forums, for unconditional withdrawal, dismissal as settled, or consent disposal of each and every proceeding comprised in the Pending Litigations filed by or on behalf of **Sigma Tech** against **KMBF**, including those more particularly described in Schedule I hereto.
- 3.2. **KMBF** shall similarly, file appropriate applications for unconditional withdrawal, dismissal as settled, or consent disposal of each and every proceeding comprised in the Pending Litigations filed by or on behalf of **KMBF** against **Sigma Tech**, including those more particularly described in Schedule I hereto.
- 3.3. The Parties agree to extend all necessary cooperation, sign such joint applications, vakalatnamas, affidavits, and consent memos as may be required by the respective courts, tribunals, or forums for the purpose of effecting the withdrawal or consent disposal of the Pending Litigations.

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3.4. Neither Party shall, pending the completion of such withdrawal formalities, seek any interim or final relief adverse to the other Party in any of the Pending Litigations.

3.5. It is also agreed upon that the Sigma Tech may be permitted to seek appropriate orders from the Hon'ble Court to take refund of the Court Fees paid while instituting the suit in C.O.S. No. 28 of 2023 (re numbered from C.O.S. No. 209 of 2022), pending on the file of the Principal District and Sessions Court, Tiruchirappalli.

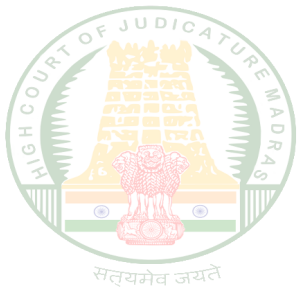
4. FULL AND FINAL SETTLEMENT – RELEASE AND DISCHARGE.

Upon payment of the Settlement Sum in full and in terms of Clause 2 hereof, each Party hereby irrevocably and unconditionally releases, acquits, and discharges the other Party (including its officers, directors, employees, agents, successors, and assigns) from all and any claims, demands, actions, suits, proceedings, liabilities, obligations, costs, charges, and expenses of every nature and description, whether known or unknown, accrued or contingent, arising out of or in connection with:

4.1. The subject matter of the Pending Litigations described in Schedule I;

4.2. Any commercial or contractual dealings between the Parties up to and including the Execution Date; and

4.3. Any other dispute, grievance, or cause of action, whether or not disclosed, whether or not forming the subject matter of any existing



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proceeding, arising between the Parties up to and including the Execution Date.

- 4.4. It is expressly agreed that this release and discharge is a composite and omnibus settlement and shall not be construed as limited to the Pending Litigations alone.

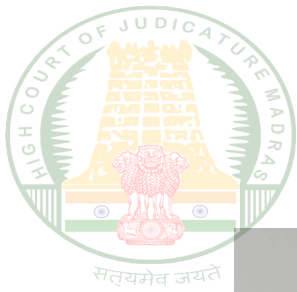
5. COVENANT NOT TO SUE

Each Party covenants and agrees that, upon payment of the Settlement Sum in full, it shall not, directly or indirectly, institute, pursue, revive, assist, encourage, or in any manner participate in any fresh legal proceedings against the other Party arising from or connected with any of the disputes, claims, or causes of action subsumed within this Settlement. Any breach of this covenant shall render the defaulting Party liable to damages, including legal costs, suffered by the other Party.

6. REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to the other as of the Execution Date as follows:

- 6.1. It has the full power, authority, and legal capacity to execute, deliver, and perform this Memorandum.

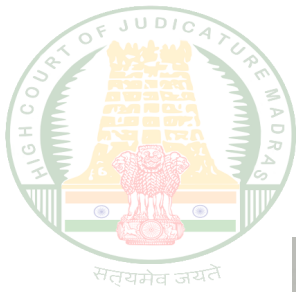


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- 6.2. This Memorandum has been duly authorized by all necessary corporate or individual action, as applicable, and constitutes a legal, valid, and binding obligation of such Party, enforceable in accordance with its terms.
- 6.3. It has not assigned, transferred, encumbered, or in any manner disposed of any of the claims covered by this Settlement to any third party.
- 6.4. No representation, promise, or inducement has been offered or made by or on behalf of either Party, except as expressly stated herein, to cause the other Party to enter into this Settlement.

7. NON-DISPARAGEMENT.

Following execution of this Memorandum, neither Party shall make, publish, or communicate to any person or entity (including on any online platform, media, or public forum) any statement, remark, or communication that is disparaging, defamatory, or derogatory with respect to the other Party, its officers, directors, employees, business, or reputation, whether in connection with the Pending Litigations or otherwise.



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8. CONFIDENTIALITY.

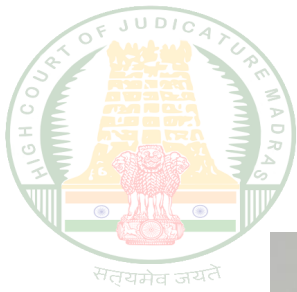
The existence, terms, and conditions of this Settlement are strictly confidential and shall not be disclosed by either Party to any third party, save and except: (i) to legal counsel, financial advisors, or statutory auditors, strictly on a need-to-know basis, subject to equivalent confidentiality obligations; (ii) as may be required by applicable law, regulatory mandate, or order of a competent court; or (iii) to courts and tribunals to the extent necessary for obtaining consent disposal or withdrawal of the Pending Litigations.

9. BREACH AND CONSEQUENCES.

In the event **KMBF** defaults in payment of the Settlement Sum or any installment thereof within the stipulated time, the entire Settlement Sum shall become immediately due and payable, and **Sigma Tech** shall be entitled to revive and continue all Pending Litigations as if this Memorandum had not been executed, and further pursue any remedy available in law or equity.

10. GOVERNING LAW AND DISPUTE RESOLUTION.

This Memorandum shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with



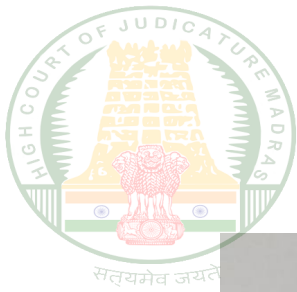
this Memorandum, including any question regarding its existence, validity, breach, or termination, shall be subject to the exclusive jurisdiction of the courts at Tiruchirapalli, Tamil Nadu.

11. ENTIRE AGREEMENT

This Memorandum, together with Schedule I, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, agreements, and understandings, whether oral or written, between the Parties relating thereto. No modification, amendment, or waiver of any provision of this Memorandum shall be effective unless made in writing and duly signed by authorized representatives of both Parties.

12. SEVERABILITY

If any provision of this Memorandum is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect.

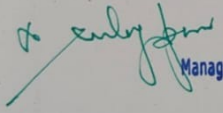


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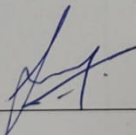
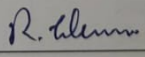
13. COUNTERPARTS.

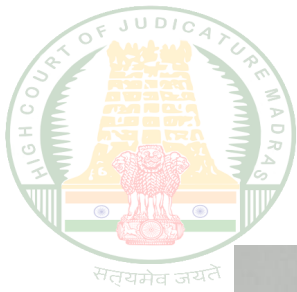
This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution by scanned or electronic signature transmitted by email shall be deemed valid and binding.

IN WITNESS WHEREOF the Parties have signed this Memorandum of Settlement on the day, month, and year first written above, in the presence of the witnesses set out below.

On behalf of KMBF For KUMBakonam MUTUAL BENEFIT FUND NTOH LIMITED  Managing Director	On behalf of Simga Tech For SIGMA TECHNOLOGIES  MANAGING PARTNER
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WITNESSES:

WITNESS 1  Sunny Sheen Akkara, S/o Sheen Sunny Akkara, No. 76/5, Row House No.1, Behind Krishna's Cottage, Hall's Road, Kilpauk, Chennai - 10.	WITNESS 2  R. JEYALAKSHMI W/o . J. RAMESH. 24, E3, COLONY, KALANAMALAI - Tiruchirappalli - 620023
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SCHEDULE I

LIST OF PENDING LITIGATIONS

S.No	Case Number	Court before which the <i>lis</i> is pending	Subject matter of the <i>lis</i>
1.	C.O.S. No. 209 of 2022 renumbered as C.O.S. No. 28 of 2023	Principal District and Sessions Judge, Tiruchirapalli	A commercial suit filed by Sigma Tech against KMBF seeking for the following claims - A. Permanent Injunction restraining KMBF from infringing the copyright of Sigma Tech by using, transferring, copying or sharing the Application Software, its source code, and other related databases, generated, developed, modified, updated, customized and owned by Sigma Tech or any other artistic work/design/customized software applications or source code that are identical or deceptively similar to the said software products of Sigma Tech and thereby restraining KMBF from claiming any right through or under the Defendant from in any manner infringing the copyright of Sigma Tech. B. Permanent Injunction against KMBF from

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			passing off Sigma Tech's software products or any other artistic work/design/customised software applications or source code that are identical or deceptively similar to the said software products of Sigma Tech artistic work, and thereby restrain KMBF in any manner from passing off. C. Permanent Injunction restraining A. Jeyaprakash either directly or indirectly continue his employment with KMBF in whatever position/designation and facilitating KMBF in running and maintaining the software products of Sigma Tech without proper and valid license from Sigma Tech and thereby restraining Mr. A. Jeyaprakash from in any manner infringing the copyright of Sigma Tech. D. That KMBF and Mr. A. Jeyaprakash jointly and severally be ordered and directed to pay to Sigma Tech a sum of Rs. 1,04,11,452/- (Rupees One Crore Four Lakhs Eleven Thousand Four Hundred and Fifty Two only) by way of damages including product cost, business loss and damage cost.
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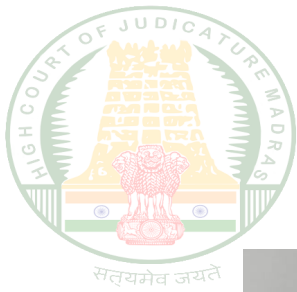
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			E. A Preliminary Decree be passed in favour of Sigma Tech to render a true and faithful accounts of all proficiency made by them, by using Sigma Tech's said copyrighted work and a final decree be passed in favour of Sigma Tech for the amount of profit thus found to have been made by the KMBF and Mr. A. Jeyaprakash together, with interest after KMBF and Mr. A. Jeyaprakash have rendered accounts. F. That KMBF be directed to deliver up to Sigma Tech for destruction of all application software, its source code, updates, its related databases and such other material used for infringing and passing off.
2.	CRP (MD) No. 3435 of 2025	High Court of Madras (Madurai Bench)	CRP filed against the dismissal of I.A. No. 4 of 2022 in C.O.S No. 28 of 2023 (Application for Reject the Complaint)
3.	CRP (MD) No. 3434 of 2025	High Court of Madras (Madurai Bench)	CRP filed against the dismissal of I.A. No. 3 of 2022 in C.O.S. No. 28 of 2023 (Application for Return of Complaint)

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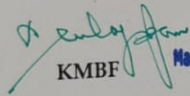


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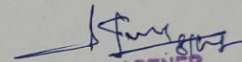
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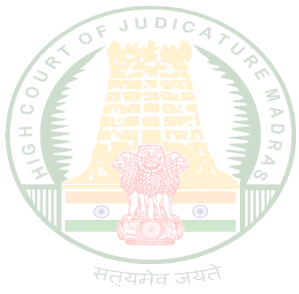
4.	CRP (MD) No. 3436 of 2025	High Court of Madras (Madurai Bench)	CRP filed against the allowing of I.A. No. 8 of 2025 in C.O.S. No. 28 of 2023 (Application filed for Additional Evidence)
5.	Arb Appeal (MD) No. 68 of 2025	High Court of Madras (Madurai Bench)	Arbitration Appeal filed against the dismissal of I.A. No. 5 of 2022 in C.O.S. No. 28 of 2023 (Application filed seeking for reference of the matter to arbitration)

For KUMBakonam MUTUAL BENEFIT FUND (KMBF) LIMITED


KMBF Managing Director

For SIGMA TECHNOLOGIES


MANAGING PARTNER
M/s. Sigma Technologies



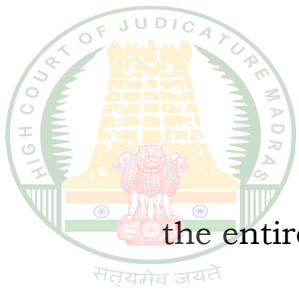
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4. In terms of the settlement, the appellant/civil revision petitioner has agreed to pay a sum of Rs.65,00,000/-, including TDS in favour of the first respondent. Mr.P.R.P.Velappan, the Managing Director of the appellant company and Mr.J.Ramesh, the Managing Partner of the respondent vouchsafe the statement made by both the counsels.

5. Mr.Sunny Akkara has produced a cheque for a sum of Rs.63,70,000/- drawn on City Union Bank in Cheque No.005160 dated 08.06.2026, favouring the first respondent, M/s.Sigma Technologies. The receipt of the cheque has been duly acknowledged by Mr.J.Ramesh. The cheque has been exchanged in the presence of this Court.

6. As the entire issue has been settled, there is nothing further to be tried in C.O.S.No.28 of 2023 on the file of the learned Principal District Judge, Tiruchirappalli. As contemplated under Clause No.3.1 of the settlement agreement extracted supra, Mr.J.Ramesh shall ensure that the suit is withdrawn on 12.06.2026. There is no necessity to contest the suit any further as the entire amount has been settled. By way of abundant caution, it is made clear that there is no liability from the appellant to the first respondent and vice versa. As the matter has been settled pursuant to the suggestions made by this Court, the plaintiff will be entitled to refund of



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the entire amount paid as court fee. This is in accordance with the judgment of the Supreme Court in **High Court of Judicature at Madras, represented by its Registrar General Vs. M.C.Subramaniam and others, (2021) 3 SCC 560**. Both the parties shall bear their respective costs.

7. The Arbitration Appeal and the Civil Revision Petitions are disposed of in terms of the settlement. The settlement agreement shall form a part of this order. There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

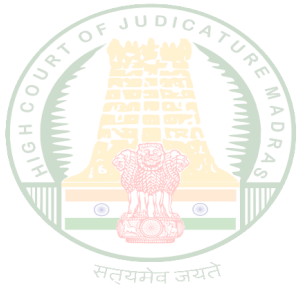
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To

The Principal District Court,
Tiruchirappalli.

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V.LAKSHMINARAYANAN,J.

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