

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE P.N. RAVINDRAN
&
THE HONOURABLE MR. JUSTICE ANIL K. NARENDRAN

MONDAY, THE 6TH DAY OF APRIL 2015/16TH CHAITHRA, 1937

RFA.No. 536 of 2014 ()

AGAINST THE JUDGMENT IN OS 140/2012 of ADDL.SUB COURT,NORTH PARAVUR
DATED 17.2.2014

APPELLANT/DEFENDANT:

MANAGING DIRECTOR, EATMAN FOODS PVT.LTD.
REGISTERED OFFICE, CHINNIYAMPALAYAM, ERODE
TAMILNADU

* REPRESENTED BY POWER OF ATTORNEY HOLDER

* The cause title of appellant is amended by incorporating:

REPRESENTED BY POWER OF ATTORNEY HOLDER

G.VIJAYAKANTH, ACCOUNTS MANAGER, EATMAN FOODS INDIA (P) LTD.,
CHINNIYAMPALAYAM, ERODE – 4

VIDE ORDER DT.6.4.2015 IN I.A.No.719/15.

BY ADVS.SRI.M.M.MEERAN

SRI.M.A.ABDUL HAKHIM

SRI.JOSEPH GEORGE (KANNAMPUZHA)

RESPONDENT/PLAINTIFF:

M/S.SHINE FLEXIBLE PRINT AND PACKS PVT.LTD.
XII/27B, MOOLEKKADU, MANALIMUKKU N.A.D POST,
ALUVA REPRESENTED BY ITS MARKETING MANAGER C.RAVINDRAN
S/O.LATE SRI C.KRISHNAN KUTTY NAIR
RESIDING AT CHAKKATHN HOUSE, PUNKUNNAM
THRISSUR 680002

BY ADV. SRI.MURALI PURUSHOTHAMAN

ADV. SRI.DEEPU LAL MOHAN

ADV. SMT.S.LEENA

ADV. SRI.K.S.PRENJITH KUMAR

THIS REGULAR FIRST APPEAL HAVING BEEN FINALLY HEARD ON
06-04-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX IN R.F.A.No.583/15

APPELLANT'S ANNEXURE:

ANNEXURE A: POWER OF ATTORNEY EXECUTED BY THE APPELLANT.

RESPONDENT'S ANNEXURE: NIL

TRUE COPY

P.S.TO JUDGE

dsn

P.N.RAVINDRAN & ANIL K.NARENDRA, JJ.

R.F.A.No.536 of 2014

Dated this the 6th day of April, 2015

JUDGMENT

Anil K.Narendran, J.

The appellant is the defendant in O.S.No.140/2012 on the file of the Court of the Additional Subordinate Judge of North Paravur. The respondent herein filed the said suit for realisation of a total sum of ₹17,38,415/- from the appellant together with future interest @ 18% per annum till realisation.

2. The court below by judgment and decree dated 17.2.2014 decreed the suit in part, allowing the respondent/plaintiff to realise a sum of ₹7,92,085/- with interest @ 18% per annum from the respective dates of default as seen from Ext.A4 (series) receipts till the date of realisation. The respondent/ plaintiff was also allowed to realise a sum of ₹4,44,193/- after surrendering the entire cylinders now kept by it, to the appellant/defendant. After surrendering the cylinders as aforesaid, the respondent/plaintiff was allowed to realise interest @ 6% per annum from the date of surrendering the cylinders till realisation. The respondent/plaintiff was further allowed to realise the costs of the suit from the defendant and its assets. Aggrieved by the said judgment and decree of the court below, the appellant/defendant is before us in this

appeal.

3. By order dated 30.1.2015, we directed both parties to make an attempt to sort out their disputes and differences by mediation. Accordingly, both sides or their authorised representatives were directed to be present before the Nodal Officer, Ernakulam Mediation Centre, at 11AM on 24.2.2015.

4. Now the parties have settled the dispute in mediation and the terms and conditions of the settlement, reduced to writing in the form of a memorandum of agreement dated 27.3.2015, filed under section 89 of the Code of Civil Procedure, 1908 read with rules 24 and 25 of the Civil Procedure (Alternative Dispute Resolution) Rules, 2008, verified and signed by both parties and attested by their respective counsel is forwarded to this Court along with a report of the Mediator dated 27.3.2015, for recording such compromise and to dispose of this appeal in terms of the said compromise.

5. The terms of settlement contained in the memorandum of agreement dated 27.3.2015 disclose that both parties have settled the matter for an amount of ₹17,75,000/- in full and final settlement of all their claims against each other and the decree in O.S.No.140 of 2012 on the file of the Court of the Additional Subordinate Judge of North Paravur stands satisfied.

6. In view of the compromise entered into between the

parties, we dispose of this appeal recording the payment of the sum of ₹17,75,000/- made by the appellant/defendant to the respondent/plaintiff as payment made in full and final settlement of the decree dated 17.2.2014 in O.S.No.140 of 2012 on the file of the Court of the Additional Subordinate Judge of North Paravur. A copy of the memorandum of settlement dated 27.3.2015 shall be appended to this judgment.

In view of the settlement of disputes through mediation, it is ordered that the appellant/defendant shall be refunded the whole court fee paid on the memorandum of appeal in this case.

Sd/-

P.N.RAVINDRAN, JUDGE

Sd/-

ANIL K.NARENDRA, JUDGE

dsn