

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.04.2015

**CORAM:
THE HON'BLE MR.JUSTICE K.RAVICHANDRABAABU**

C.S. No.368 of 2008

M/s. Srinivas Fine Arts (P) Ltd.,
rep. By its – HR & Legal
Mr.P.Nandakumar
Head office at 118/2,
Velayutham Road,
Sivakasi

having its Branch Office at
Rain Tree Place, 1st floor,
Mc Nichols Road, Chetpet,
Chennai - 31

.. Plaintiff

Vs.

1. M/s. RR Donnelley Publishing India Private Limited,
rep. By its General Manager -India Operations,
43A, Astron House, I Main Road,
R.A.Puram, Chennai -28

2. Mr.Vikramaadithya V.Reddi
General manager – India Operations,
RR Donnelley Publishing Pvt Ltd.,
C-11, Spicot Industrial Complex,
Irrungattukottai,
Sriperumbudur Taluk

.. Respondents

Suit is filed under Order VII Rule 1 of CPC r/w. Order IV Rule 1 of O.S. Rules for recovery of a sum of Rs.32,68,539.60/- with interest at the rate of 12% p.a. on the sum of Rs.28,67,140/- from the date of plaint till realization in full with cost.

For Plaintiff : Mr. MD.Mon
For M/s.Aiyar and Dolia

For 1st defendant : Mr.Shivathan Mohan

For 2nd defendant : Change of vakalath filed

ORDER

The above said suit was filed for recovery of a sum of Rs.32,68,539.60/- with interest at the rate of 12% p.a. Though the said suit was filed against both the defendants, the plaintiff has come forward to give up its claim as against the 2nd defendant.

2. The learned counsel appearing for the plaintiff has made an endorsement to that effect, giving up the suit claim as against the 2nd defendant.

3. Today a memorandum of compromise is filed before this Court, which was signed by the plaintiff as well as 1st defendant and

also by their respective counsels. It is stated that the matter has been settled out of court by way of entering into a compromise and in terms of such compromise, the 1st defendant has paid a sum of Rs.28,67,140/- by way of Demand Draft, dated 21.04.2015 in favour of the plaintiff as full and final settlement of all the claims of the plaintiff against the defendants. It is further stated that the plaintiff acknowledges the receipt of the said amount and shall not make any further claims whatsoever on the defendants in this regard.

4. Accordingly the parties namely the plaintiff and the 1st defendant seeks for disposal of the suit in terms of the above said compromise. In the Memo of Compromise, dated 24.04.2015, the terms of the compromise reads as follows:

"1. The 1st defendant has offered to pay a sum of Rs.28,67,140/- (Rupees twenty eight lakhs sixty seven thousand one hundred and forty only) to the plaintiff towards full and final settlement of the suit claim in C.S.No.368 of 2008 and the plaintiff has willingly agreed to accept the same without any further liability to the defendants.

2. In pursuance of the above agreement, the 1st defendant has paid the sum of Rs.28,67,140/- (Rupees twenty eight lakhs sixty seven thousand one hundred and forty only) by Demand Draft No.939032 dated 21.04.2015 drawn on Citi Bank, Chennai, in favour of the plaintiff in full and final settlement of all the claims of the plaintiff against the defendants.

3. The plaintiff acknowledges receipt of the said sum and acquits the defendants from any further liability arising out of the above pending suit;

4. The plaintiff further agrees that they shall not make any further claims whatsoever on the defendants in this regard;

5. The plaintiff assures that they have not filed any other recovery proceedings before any court related to this subject;

6. The parties herein agree and accept to get a decree in terms of this compromise in C.S.No.368 of 2008 from this Hon'ble Court."

5. Recording the above said compromise memo, the suit is disposed of in terms of the above compromise memo. The memorandum of compromise shall form part of the record and decree. No costs.

24.04.2015

Index : Yes/No

Internet: Yest/no

mrp

K. RAVICHANDRABAABU,J.

mrp

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