

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 958 OF 2016
ALONG WITH
NOTICE OF MOTION (L) NO. 2923 OF 2016
AND
CONTEMPT PETITION (L) NO. 77 OF 2016

Maccaferri Environmental Solutions Pvt. Ltd. and others ... Plaintiffs

Versus

Kilaparathi Rama Krishna and another ... Defendants

Mr. Abhineet N. Pange along with Mr. Ashish Agarkar for the Plaintiffs.

Mr. Kilaparathi Rama Krishna, Defendant No. 1 present in person.

Mr. Kilaparathi Siva Sankar, Defendant No. 2 present in person.

CORAM : S.J. KATHAWALLA, J.
DATED : 16TH NOVEMBER, 2016
(In Chamber)

P.C.

1. This is a suit filed against the Plaintiffs seeking restraint orders against the Defendants from publishing any defamatory material against the Plaintiffs and seeking damages for maligning their reputation, etc. The Defendants have appeared before the Court and have informed the Court that they are not interested in defaming the Plaintiffs or maligning their reputation. They were writing letters to parties since they have not been paid their legitimate dues of Rs. 52,00,000/- by the Plaintiffs. The Defendants have informed the Court that they are facing severe financial problems. They do not have any money for their sustenance. The persons who have worked for them are claiming their dues which the Defendants have

promised to pay them. Therefore the Defendants be paid some amount immediately to relieve them from their present financial problems. The Plaintiffs in turn have stated that except for an amount of Rs. 5,13,021/-. no amount is due and payable by the Plaintiffs to the Defendants.

2. Though the Defendants are not represented by any Advocates, the Defendants have informed the Court that they do not wish to engage any Advocate and that they are qualified individuals who understand the court proceedings, Defendant No. 1 having cleared his Higher Secondary examination (Std. 12 in Science stream) and Defendant No. 2 being an MBA in Finance from United World School of Business.

3. The following order is now passed by consent of the parties.

(i) The above suit is decreed in terms of prayer clause (b), which is reproduced hereunder:

"b) That the Defendants, and / or their agents and / or their servants and / or their assigns and / or their officers and / or any of their other publications and / or their representatives and / or their nominees be restrained by an order of permanent injunction of this Hon'ble Court from in any manner directly or indirectly repeating and / or telecasting and / or covering and / or publishing and / or commenting and / or communicating and / or issuing any article, interview and material to the public / media or any third party or to the Plaintiffs in any manner whatsoever in any manner containing allegations similar to the ones set out hereinabove in the Complaint."

(ii) The Defendants undertake not to write any letters to any authority and/or to the Plaintiffs and/or their clients making any allegations against the Plaintiffs. The

Defendants further undertake that their grievances against the Plaintiffs shall only be placed before the Arbitrator as agreed hereinafter. The undertaking is accepted.

(iii) The Defendants withdraw all the allegations made by them in their correspondence addressed to the Plaintiffs including Mr. Arvind Ganesh and Mr. Arka Prabha Mukherjee and also in the letters addressed by them to the Plaintiffs' clients viz. Tata Housing, Shriram, MSRDC and others. The Defendants shall tender an unconditional apology to the Plaintiffs for writing such letters, which apology is accepted by this Court. The Plaintiffs may forward a copy of this order to all the entities/individuals who have received letters from the Defendants setting out their grievances against the Plaintiffs.

(iv) In view of the apology given by the Defendants, the Plaintiffs are not pressing for damages as prayed for in the Suit. However, they shall be at liberty to file a fresh suit in the event of the Defendants repeating their conduct. The Defendants are warned that if such conduct is repeated despite the aforestated undertaking and apology, the same shall be dealt with by the Court very sternly.

(v) The Plaintiffs have not pressed for damages which they have claimed in the suit only since the Court has urged them not to press for damages and to give an opportunity to the Defendants who are young entrepreneurs to make amends.

(vi) The suit is accordingly disposed off. Refund of Court fees, if any, as per Rules. The above Contempt Petition as well as Notice of Motion also stand disposed off.

(vii) The monetary claim of the Defendants against the Plaintiffs is referred to the sole arbitration of Mr. Shravanth Paruchuri, Advocate, C/o. Tatini Basu, 251, 2nd

floor, Sector 15A, Gautam Buddh Nagar, Noida-201 301 (Cell No. 9717725084: Landline: 0120-4240443).

(viii) Parties and their Advocates shall appear before the Learned Arbitrator on 3rd December, 2016 at 12.00 Noon in his Chambers at the aforestated address and obtain necessary directions.

(ix) Only on humanitarian grounds, the Plaintiffs shall pay an amount of Rs. 5,00,000/- to the Defendants within a period of one week from today and shall pay a further amount of Rs. 5,00,000/- at the time of the first meeting held before the learned Arbitrator. The same shall be on account payment. Both the cheques shall be drawn in the name of K.R.K. Engineering Works;

(x) Both the parties agree to attend the arbitration proceedings regularly and not to seek adjournments unless absolutely necessary.

(xi) The Learned Arbitrator too shall not grant any adjournments to either party unless absolutely necessary.

(xii) The Award passed by the Arbitrator shall be final and binding on the parties. However, the parties shall not be precluded from pursuing their remedies available under the Arbitration and Conciliation Act, 1996.

(xiii) The venue/seat of arbitration shall be at New Delhi.

(S.J. KATHAWALLA, J.)