

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.04.2016

CORAM:

THE HONOURABLE MR. JUSTICE T.S. SIVAGNANAM

W.P.Nos.16062 to 16066 of 2015;
18294 to 18298 of 2015;
18310 to 18314 of 2015;
18383 to 18389 of 2015;
4738 of 2016; 8395 of 2016 and
connected Miscellaneous Petitions.

M.Kavitha
Proprietrix M/s. Kavitha Agencies[PETITIONER In WP 16062/15

Vs

M/S.BALAJI AGENCIES [PETITIONER IN WP.16063/15]
A PARTNERSHIP FIRM,
REP BY ITS PARTNER, V.BALAJI,
NEW NO.187, (R-21/2),
AMBATTUR INNDUSTRIAL ESTATE ROAD,
ANNA NAGAR (WEST), CHENNAI 600 101.

R.MATHIALAGAN [PETITIONER IN WP.16064/15]
PROPRIETOR M/S.MATHY AGENCY,
NO.16, JEEVANANTHAM STREET,
MOONGILERI, PAMMAL, CHENNAI 600 075.

S.S.SHARAVANA KUMAR [PETITIONER IN WP.16065/15]
PROPRIETOR M/S.BRINDAVAN
A PARTNERSHIP FIRM,
NO.3, DR.AMBEDKAR COLLEGE ROAD,
VYSARPADI,CHENNAI 600 039.

M/S.SANGHVI MOVERS LTD [PETITIONER IN WP.16066/15]
REP BY ITS AUTHORISED SIGNATORY,
UMA MAHESH BYGARI,
SURVEY NO.92, TATHAWADE,
PUNE 411 033.

K.J.GIRIBABU [PETITIONER IN WP.18294/15]

S.MURUGAN [PETITIONER IN WP.18295/15]
PROPRIETOR
SRI MURUGAN TRANSPORT,
NO.9A, DEVI NAGAR, NEAR TEACHERS COLONY,
KOLATHUR, CHENNAI 600 099.

K.KRISHNA KUMAR [PETITIONER IN WP.18296/15]
PROPRIETOR
SRI KAMESHWARAN FLY ASH BRICKS,
NO.631, KRISHNAMOORTHY STREET,
TV PURAM, PONNERI 601 204.

CHAMUNDIESWARI [PETITIONER IN WP.18297/15]
PROPRIETRIX
SRI KAMESHWARAN GROUPS,
NO.1/179, PERUMAL KOIL STREET,
SEEMAPURAM VILLAGE,
MINJUR 601 203.

K.BALARAMAN [PETITIONER IN WP.18298/15]
PROPRIETOR
BATHMA ROADWAYS and BLUE METALS,
NO.36, SRIPERUMUDUR ROAD,
THURUKKACHUR POST, SINGAPERUMAL KOIL,
KANCHEEPURAM.

N.RADHA [PETITIONER IN WP.18310/15]
PROPRIETRIX
UNIVERSAL EARTH MOVERS,
OLD NO.63A/6, NEW NO.22-2/6,
INDRA COLONY, ASHOK NAGAR,
CHENNAI 600 083.

PRERNA ENTERPRISES [PETITIONER IN WP.18311/15]
REP BY ITS PARTNER,
MR.MANOJ KUMAR SIPANI,
NO.34, SOUNDARAJAN STREET,
T.NAGAR, CHENNAI 600 017.

P.RAJAN BABU [PETITIONER IN WP.18312/15]
PROPRIETOR
RAJAN ENTERPRISES,
NO.25/100, KANNADASAN NAGAR,
IYYANAAR KOIL, MADURANTAGAM,
KANCHIPURAM DISTRICT.

PROSOL [PETITIONER IN WP.18313/15]
REP BY ITS PARTNER,
MR.SRIRAM PRABHU,
NEW NO.39, OLD NO.20,
3RD CIRCULAR ROAD, JAWAHAR NAGAR,
CHENNAI 600 082.

P.JAYARAJ [PETITIONER IN WP.18314/15]
PROPRIETOR
AXIS ENTERPRISES,
SP 9, AMBATTUR INDUSTRIAL ESTATE (SOUTH),
1ST STREET, SECTOR-2, AMBATTUR,
CHENNAI 600 058.

MR.MAHAVEER BHANDARI [PETITIONER IN WP.18383/15]
PROPRIETOR OF
GEM SUPPLIERS,
#16, (OLD NO.10), VENKATRAYAN LANE,
PARK TOWN, CHENNAI 600 003.

M/S.HYPERBARIC SERVICES, [PETITIONER IN WP.18384/15]
A PARTNERSHIP CONCERN,
REP BY DR.A.C.KULKARNI,
3A, SIDDHI VINAYAK CHAMBERS,
OPP,MIG CLUB, BANDRA (E),
MUMBAI 400 051.

MRS.R.RADHIGA [PETITIONER IN WP.18385/15]
PROPRIETRIX,M.S.ENTERPRISES,
34, 7TH CROSS STREET, SUBASHREE NAGAR,
MUGALIVAKKAM, CHENNAI 600 115.

MRS.J.SHOBHA LALITH [PETITIONER IN WP.18386/15 & MP.1/15]
PROPRIETRIX,
M/S.AKASH CABLE CORPORATION,
NO.106, GOVINDAPPA STREET,
CHENNAI 600 001.

M/S.ULTRA TECH CEMENT LTD [PETITIONER IN WP.18387/15]
"ROYAL BUILDING", FIRST FLOOR,
NO.23, ANNA SALAI, LITTLE MOUNT,
SAIDAPET, CHENNAI 600 015,
REP BY ITS AUTHORISED SIGNATORY,
MR.KULDEEP KOTHARI

M/S.MANI TRANSPORT SERVICE [PETITIONER IN WP.18388/15]
REP BY ITS AUTHORIZED SIGNATORY,
MR.M.PANNIRSELVAM,
B/27, KALPAK ESTATES, S.M.ROAD,
ANTOPHIL, MUMBAI 400 037.

M/S.SHRI PADMAVATHI AGENCIES [PETITIONER IN WP.18389/15]
A PARTNERSHIP FIRM,
REP BY ITS PARTNER,
MR.D.VIJAYAKUMAR,
PLOT NO.51-A, EAST COAST ROAD,
INJAMBAKKAM, CHENNAI 600 115.

M/s.Adam Associates Utility
Engineers (P) Ltd
rep.by its Managing Director
Mr.G.Mohan [Petitioner in WP.4738/16]

Herrenknecht India Private Ltd
rep.by its CFO & Director
Shri N.Venkatasubramanian [Petitioner in WP.8395/16]

Vs

1 THE CHAIRMAN AND
MANAGING DIRECTOR,
CHENNAI METRO RAIL LTD.
CMRL DEPOT, ADMIN BUILDING,
POONAMALLEE HIGH ROAD,
KOYAMBEDU, CHENNAI-107. ...[1 to 4 Respondent in
WP.16062 to 16066/15]

2 M/S. MOS METRO INDIA PVT. LTD.,
HAVING ITS REGISTERED OFFICE AT ASV,
ADARSH BUILDING, 3RD FLOOR, BLOCK-C,
NO.719, PATHARI ROAD, CHENNAI-2.

3.M/s.GAMMON-OJSC
MOSMETROSTROY (JV), ASV, ADARSH BUILDING
3RD FLOOR, BLOCK-C, NO.719,
PATHARI ROAD, CHENNAI-2

4 M/S. OJSC MOSMETROSTROY,
Q-1-06-55/C, P.O. BOX 122730, SHARJAH,
UNITED ARAB EMIRATES.

1 THE CHAIRMAN AND
MANAGING DIRECTOR,
CHENNAI METRO RAIL LTD.
CMRL DEPOT, ADMIN BUILDING,
POONAMALLEE HIGH ROAD,
KOYAMBEDU, CHENNAI-107.

...[1 TO 3 Respondent in
WP.18294 to 18298/15
& 18310 to 18314/15]

2.M/s.GAMMON-OJSC
MOSMETROSTROY (JV), ASV, ADARSH BUILDING
3RD FLOOR, BLOCK-C, NO.719,
PATHARI ROAD, CHENNAI-2

3 M/S. MOS METRO INDIA PVT. LTD.,
HAVING ITS REGISTERED OFFICE AT ASV,
ADARSH BUILDING, 3RD FLOOR, BLOCK-C,
NO.719, PATHARI ROAD, CHENNAI-2.

1 THE CHAIRMAN AND
MANAGING DIRECTOR,
CHENNAI METRO RAIL LTD.
CMRL DEPOT, ADMIN BUILDING,
POONAMALLEE HIGH ROAD,
KOYAMBEDU, CHENNAI-107.

...1 to 4 Respondents in
WP.18383 to 18389/15

2 M/S. MOS METRO INDIA PVT. LTD.,
HAVING ITS REGISTERED OFFICE AT ASV,
ADARSH BUILDING, 3RD FLOOR, BLOCK-C,
NO.719, PATHARI ROAD, CHENNAI-2.

3.M/s.GAMMON-OJSC
MOSMETROSTROY (JV), ASV, ADARSH BUILDING
3RD FLOOR, BLOCK-C, NO.719,
PATHARI ROAD, CHENNAI-2

4 M/S. OJSC MOSMETROSTROY,
Q-1-06-55/C, P.O. BOX 122730, SHARJAH,
UNITED ARAB EMIRATES.

M/s.GAMMON-OJSC
MOSMETROSTROY (JV), ASV, ADARSH BUILDING
3RD FLOOR, BLOCK-C, NO.719,
PATHARI ROAD, CHENNAI-2

...3rd Respondent in
WP.4738/16

M/S. OJSC MOSMETROSTROY,
Q-1-06-55/C, P.O. BOX 122730, SHARJAH,
UNITED ARAB EMIRATES.

...4th Respondent in
WP.4738/16

Mosmetrostroy FZE
rep by its Director
Q-1-06-55/C P.O.Box 122730
Sharjan, United Arab Emirates

...4th Respondent in
WP.8395/16

OJSC Moscow Metrostry
rep by its Director
17, Tsvetnoy Boulevard
Moscow 127051 Russia

...5th Respondent in
WP.8395/16

Writ Petitions Under Article 226 of the Constitutions of India praying that in these circumstances stated therein and in the respective affidavits filed therewith the High Court will be pleased to

(1)issue a Writ of Mandamus or any other appropriate writ, order or direction of like nature directing the 1st Respondent to settle the dues of the petitioner amounting to Rs.49,30,974/- from and out of dues payable to the 2nd and 3rd Respondents for the supplies made for the ongoing Metro Rail Project on the basis of invoices duly certified by the 1st and 3rd Respondents (in WP.16062/2015);

(2)issue a Writ of Mandamus or any other appropriate writ, order or direction of like nature directing the 1st Respondent to settle the dues of the petitioner amounting to Rs.42,54,702/- from and out of dues payable to the 2nd and 3rd Respondents for the supply made in the implementation of the ongoing Metro Rail project on the basis of invoices duly certified by the 1st and 3rd Respondents(in WP.16063/2015);

(3)issue a Writ of Mandamus or any other appropriate writ, order or direction of like nature directing the 1st Respondent to settle the dues of the petitioner amounting to Rs.1, 63, 62,775/- from and out of dues payable to the 2nd and 3rd Respondents for the supplies made for the ongoing Metro Rail Project on the basis of invoices duly certified by the 1st and 3rd Respondents(in WP.16064/2015);

(4)issue a Writ of Mandamus or any other appropriate writ, order or direction of like nature directing the 1st Respondent to settle the dues of the petitioner amounting to Rs.78,70,059/- from and out of dues payable to the 2nd and 3rd Respondents for the supply made in the implementation of the ongoing Metro Rail project on the basis of invoices duly certified by the 1st and 3rd Respondents(in WP.16065/2015);

(5)issue a Writ of Mandamus or any other appropriate writ, order or direction of like nature directing the 1st Respondent to settle the dues of the petitioner amounting to Rs.1,47,44,980/- from and out of dues payable to the 2nd and 3rd Respondents for the supply made in the implementation of the ongoing Metro Rail project on the basis of invoices duly certified by the 1st and 3rd Respondents(in WP.16066/2015);

(6) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.4,28,460/- to the petitioner being the outstanding dues towards the JCB Machines let out on hire basis to the 3rd respondent for the on going Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18294/2015);

(7) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.16,04,000/- to the petitioner being the outstanding dues towards the supply of water to the 3rd respondent for the on going Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18295/2015);

(8) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.8,28,295/- to the petitioner being the outstanding dues towards the supply of River Sand and Fly Ash to the 3rd respondent for the on going Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18296/2015);

(9) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.6,38,327/- to the petitioner being the outstanding dues towards the supply of Fly Ash to the 3rd respondent for the on going Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18297/2015);

(10) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.8,32,224/- to the petitioner being the outstanding dues towards the supply of Aggregate Casting Yard to the 3rd respondent for the on going Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd

respondent (in WP.18298/2015);

(11) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.1,16,68,494/- to the petitioner being the outstanding dues towards the completion of works contract and supply of machineries on hire basis to the 3rd respondent for the ongoing Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18310/2015);

(12) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.35,15,647/- to the petitioner being the outstanding dues towards the supply of River Sand and Blue Metal to the 3rd respondent for the ongoing Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18311/2015);

(13) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.45,46,629/- to the petitioner being the outstanding dues towards the supply of River Sand and Blue Metal to the 3rd respondent for the ongoing Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18312/2015);

(14) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.3,62,903/- to the petitioner being the outstanding dues towards the supply of Hydraulic Oil and Gear Oil to the 3rd respondent for the ongoing Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd respondent and from and out of the amounts payable to the 3rd respondent (in WP.18313/2015);

(15) issue a Writ of Mandamus or any other writ or direction in the nature of Writ of Mandamus directing the 1st respondent to disburse a sum of Rs.5,24,527/- to the petitioner being the outstanding dues towards the supply of Coolant, Engine Oil and Grease to the 3rd respondent for the ongoing Metro Rail Project on the basis of the statement duly certified by 1st and 2nd respondent, out of the bank guarantee executed by the 3rd

respondent and from and out of the amounts payable to the 3rd respondent(in WP.18314/2015);

(16) issue a Writ of Mandamus or any other appropriate Writ, order or direction in like nature directing the 1st Respondent to settle the dues of the petitioner amounting to Rs.111,26,182/- for the supplies made for the ongoing Metro Rail Project on the basis of invoices duly certified by the 1st and 3rd respondents and such other invoices duly acknowledged from and out of dues payable to the 2nd and 3rd respondents (in WP.18383/2015);

(17) issue a Writ of Mandamus or any other appropriate Writ, order or direction of like nature Directing the 1st respondent to settle the dues of the petitioner amounting to Rs.1,00,13,684/- from and out of dues payable to the 2nd and 3rd respondent for the services rendered in the implementation of the ongoing Metro Rail Project on the basis of invoices duly certified by the 1st and 3rd respondents (in WP.18384/2015);

(18) issue a Writ of Mandamus or any other appropriate Writ, order or direction of like nature Directing the 1st respondent to settle the dues of the petitioner amounting to Rs.21,17,436/- towards supply of JCB and Poclain Machines on hire basis for the ongoing Metro Rail Project (in WP.18385/2015);

(19) issue a Writ of Mandamus or any other appropriate Writ, order or direction of like nature Directing the 1st respondent to settle the dues of the petitioner amounting to Rs.9,41,191.79/- from and out of dues payable to the 2nd and 3rd respondents towards supply of electrical goods and accessories for the ongoing Metro Rail Project (in WP.18386/2015);

(20) issue a Writ of Mandamus or any other appropriate Writ, order or direction of like nature Directing the 1st respondent to settle the dues of the petitioner amounting to Rs.92,92,452/- towards supply of cement for the ongoing Metro Rail Project.(in WP.18387/2015);

(21) issue a Writ of Mandamus or any other appropriate Writ, order or direction of like nature Directing the 1st respondent to settle the dues of the petitioner amounting to Rs.1,07,56,507/- for the supplies made for the ongoing Metro Rail Project on the basis of invoices duly certified by the 1st and 3rd respondents (in WP.18388/2015);

(22) issue a Writ of Mandamus or any other appropriate Writ, order or direction of like nature Directing the 1st respondent to settle the dues of the petitioner amounting to Rs.31,11,156/- for the supplies made for the ongoing Metro Rail Project on the basis of invoices duly certified by the 1st and 3rd respondents(in WP.18389/2015)

Prayer in WP.4738/16:To issue a Writ of Mandamus or any other appropriate writ, order or direction of like nature Directing the 1st respondent to settle the dues of the petitioner amounting Rs.12 33 062.00/- from and out of dues payable to the 2nd and 3rd respondents for the Air compressor for rent and compensation for loss of electrical driven screw compressor was swollen due to heavy rainfall and flood because of the dispute between CMRL and 2nd ongoing Metro Rail project on the basis of purchase order duly certified by the 1st and 3rd respondents.

Prayer in WP.8395/16:Writ of Mandamus Directing the 1st respondent to disburse a sum of Rs.13 93 67 326.54/- (along with interest payable thereon till the date of payment) to the petitioner being an acknowledged debit towards outstanding dues for supply and services for the ongoing Chennai Metro Rail Project out of the bank guarantees executed by the 2nd & 3rd Respondents and from the amounts payable to the 2nd & 3rd Respondents

For Petitioners : Mr.Om Prakash
(WPs.16062 to 16066/15) for M/s Ramalingam and Asso.
(WPs 18383 to 18389/15)

(WP 18294 to 18298/15) : Mr.G.Dilipkumar

(WP 4738/2016) : Mr.S.Manivelu

(WP 8395/2016) : Mr.R.Raghavan

For Respondents : Mr.Jayesh B Dolia- R1

Mr.S Giritharan -R3 & R4
in all WP's

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C O M M O N O R D E R

Heard Mr.Om Prakash, learned counsel appearing on behalf M/s Ramalingam Associates, Mr.G.Dilipkumar, Mr.Manivelu and Mr.R.Raghavan, learned counsels appearing for the petitioners, and Mr.Jayesh B Dolia, learned counsel appearing for M/s Aiyar & Dolia, learned counsel for the first respondent CMRL and Mr.S.Giritharan, learned counsel appearing for respondents 3 & 4.

2. The Writ Petitions were referred for mediation by orders dated 08.01.2016, 09.02.2016 & 08.03.2016. By the untiring efforts of the dedicated mediators, the parties were able to enter into an agreement dated 15.04.2016. For better appreciation, the entire agreement is quoted herein below.

MEDIATION AGREEMENT

Date: 15.04.2016

Mediation Case No : 29/2016, 128/2016 & 192/2016

Case Details : W.P.Nos.16062 to 16066/2015 &
W.P.Nos.18294 to 18298/2015 &
W.P.Nos.18310 to 18314/2015 &
W.P.Nos.18383 to 18389/2015
W.P.No.4738/2016 & W.P.No.8395/2016 &
WMP.No.7438/2016

Referred by : The Hon'ble Mr.Justice R.Subbiah
The Hon'ble Mr.Justice M.M.Sundresh

Date of Order : 08.01.2016, 09.02.2016, 08.03.2016

Parties Name : M.Kavitha and others

-Vs-

The Chairman,
Chennai Metro Rail Ltd and 3 others -Respondents

Counsel Name M/s.Ramalingam Associates,
M/s.G.Dilipkumar &
M/s.Manivelu For petitioner
M/s.Aiyar & Dolia for R1
Mr.S.Giritharan for R3 & R4

Both sides, out of their own volition and without any pressure or coercion from any side have agreed as follows:

1. All the parties are present with their respective counsel, the 1st respondent CMRL was earlier represented by its Chief General Manager (UG) V.K.Singh and today it is being represented by its General Manager (UG), Aravind K.Rai, M/s.Gammon- MOSMETROSTROY (JV) is represented by its D.G.M. R.Sivasubramanian, no representation for M/s.MOS Metro India P Ltd and for the 4th respondent M/s.OJSC "MOSMETROSTROY".

2. It has been agreed after much deliberation between M/s.Gammon India Ltd- OJSC MOSMETROSTROY (JV) and the writ petitioners, that the said JV shall have no objection and consented for the release of plant and machineries, tunnel related items and other materials belonging to the said JV and pertaining to package II (UAA02) and package III (UAA03) lying at the various sites of CMRL to the writ petitioners, who shall be represented by any two of them and the said writ petitioners represented by two of them shall have no objection to receive the plant and machineries, tunnel related items and other materials belonging to the said JV. That, the writ petitioners would on receipt of the same sell them after getting due permission from the Hon'ble High Court, Madras.

3. It has been agreed by the aforesaid two agreeing parties that the plant and machineries would also include the materials and other items lying at Casting Yard, Mutukkadu, Manapakkam Labour Camp and Yard which belong to MOS Metro India P Ltd, a wholly subsidiary company of MOSMETROSTROY, one of the two parties to JV.

4. In view of the JV having no objection and consented for release to the writ petitioners, the CMRL shall release those materials to the writ petitioners in a phased manner.

5. The petitioners have also agreed that the machineries being released will be put up for sale by calling for quotations from prospective parties under the supervision of a Committee of members from and out of the writ petitioners representing the Chennai Vendors Association, a registered society (No.317/2015) and amounts dispersed through that society.

Sd/
M/s.Balaji Agencies
P Ltd
Associates

rep by its Partner rep by its Partner

V.Balaji
(writ petitioner)

Sd/
M/s.Prerna Enterprises

Manoj Kumar Sipani
(writ petitioner)

Sd/
M/s.Ramalingam
(Counsel for Writ
petitioners)

Sd/

M/s.G.Dilipkumar
(Counsel for writ petitioners)
Sd/

M/s.S.Manivelu
(Counsel for writ petitioners)

Sd/
M/s.Chennai
Metro Rail P Ltd
Rep by its General
Manager (UG)
Aravind K.Rai

Sd/
M/s.Aiyar & Dolia
(Counsel for R1)

Sd/
M/s.GammonIndia
Ltd- OJSC MOSMETROSTROY (JV)
Rep
by its DGMR.Sivasubramanian

Sd/
Mr.S.Giritharan
(Counsel for R3)

3. Thus, the mediation agreement entered into between the parties dated 15.04.2016, is placed on record and the Criminal Original Petition is disposed of in terms of Mediation Agreement dated 15.04.2016 and the Mediation Agreement dated 15.04.2016, shall form part of the judgment.

4. On the suggestion made by this Court to the learned counsel for the parties for making voluntary contribution to the Mediation and Conciliation Centre, the Association of the Vendors viz., the Chennai Vendors Association, which is registered Society bearing No.317 of 2015, has voluntarily come forward to pay a sum of Rs.2,00,000/- [Rupees Two Lakhs only] to the Mediation and Conciliation Centre, attached to this Court. The aforesaid payments shall be made to the Mediation and

Conciliation Centre, within a period of four weeks from the date of receipt of a copy of this order. Connected Miscellaneous Petitions are closed.

*here enter enclose the xerox
copy of Mediation report

-s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar

To,

1. THE CHAIRMAN AND
MANAGING DIRECTOR,
CHENNAI METRO RAIL LTD.
CMRL DEPOT, ADMIN BUILDING,
POONAMALLEE HIGH ROAD,
KOYAMBEDU, CHENNAI-107.

2. The Secretary
Tamil Nadu Mediation and
Conciliation Center Madras

+5 ccs to Mr.G.Dilip Kumar Advocate sr.27803
+4 ccs to M/s.Ramalingam Associates sr.27967

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rsy&KS(co)
aa12/05/2016