

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-II organised by the High Court Legal
Services Committee

Wednesday, the 06th day of December 2017

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services
Authorities Act, 1987)

Presided over by

The Hon'ble Mr. JUSTICE M. THANIKACHALAM

(Retd.)

and

Members

Mr.R.Jeyaratchakan
Mrs.Sridevi Chandran

C.S.NO.537 of 2012

(This Civil Suit is paying for a sum of
Rs.39,28,787.69 together with further interest at 7%p.a from
the date of decree till realization and for costs.)

LeatherHunte Private Limited
Represented by its Executive Director
Sundareshwar Srinivasan
No.44D, G.S.T.road, Guindy,
Chennai - 600 032. ...Plaintiff

सत्यमेव जयते
Vs.

1.United India Insurance Co. Ltd.,
rep by its Branch Manager,
#44 G.S.T Road, Guindy,
Chennai - 600 032.

2.United India Insurance Co. ltd.,
Regional office rep. By
its Regional manager
Silingi Building,
New No.134, Greams Road,
Chennai - 6.

... Defendants

This case is not listed today. By consent of both counsel, this case is taken up for settlement before the Lok Adalat. M/s. M.Sridhar & Padmini Sridhar, the learned counsel for the plaintiff and Mr.M.B.Ragavan, the learned counsel for the defendants are present. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

TERMS OF SETTLEMENT

The plaintiff and defendant represented by their respective counsel present.

2. The plaintiff approached the Hon'ble High Court for the recovery of a sum of Rs.39,20,787.69 by way of filing the original suit. It appears the plaintiff company insured the machineries and other materials with the defendants/insurance company. There was a flood in the year 2008 November, resulting damage to the machineries and other materials for which the above said claim was raised by way of suit.

3.The parties on their own of advise by well wishers, have settled the matter between themselves and pursuant to the settlement they have filed a joint memo signed by the parties, as well as the respective counsels. As per the joint memo of compromise filed, the plaintiff had agreed to

receive a sum of Rs.13,00,000/- (Rupees thirteen lakhs only) in full quit of the claim, for which the defendant had also agreed, to pay the sum within six weeks. The parties have also agreed the terms of the compromise. Hence the memo of compromise filed by the parties, is recorded.

4. In pursuance of the memo of compromise there will be a decree in favour of the plaintiff in a sum of Rs.13,00,000/- (Rupees thirteen lakhs only) in full quit of the claim. Rest of the claims is dismissed. The plaintiff is entitled to refund of the Court fee, as per the provision of Court Fee Act as well as Legal Service Authorities Act. Suit is decreed in terms of the Joint endorsement, accordingly. The memo of compromise shall form part of the award.

5. The defendant is directed to pay the above said amount within six weeks from the date of receipt of this order by NEFT/RTGS.

LeatherHunte Private Limited
Represented by its Executive Director
Sundareshwar Srinivasan
No.44D, G.S.T.road, Guindy,
Chennai - 600 032.

Counsel for Plaintiff

1. United India Insurance Co. Ltd.,
rep by its Branch Manager,
#44 G.S.T Road, Guindy,
Chennai - 600 032.

2. United India Insurance Co. ltd.,
Regional office rep. By
its Regional manager
Silingi Building,
New No.134, Grems Road,
Chennai - 6.

Counsel for Defendants

Sd-
Judge

Sd/-
Member

Sd/-
Member

Sd/-
Assistant Registrar(LA)

// The Certified to be true copy//

Sub Assistant Registrar(OS)

To: The parties/Advocate concerned

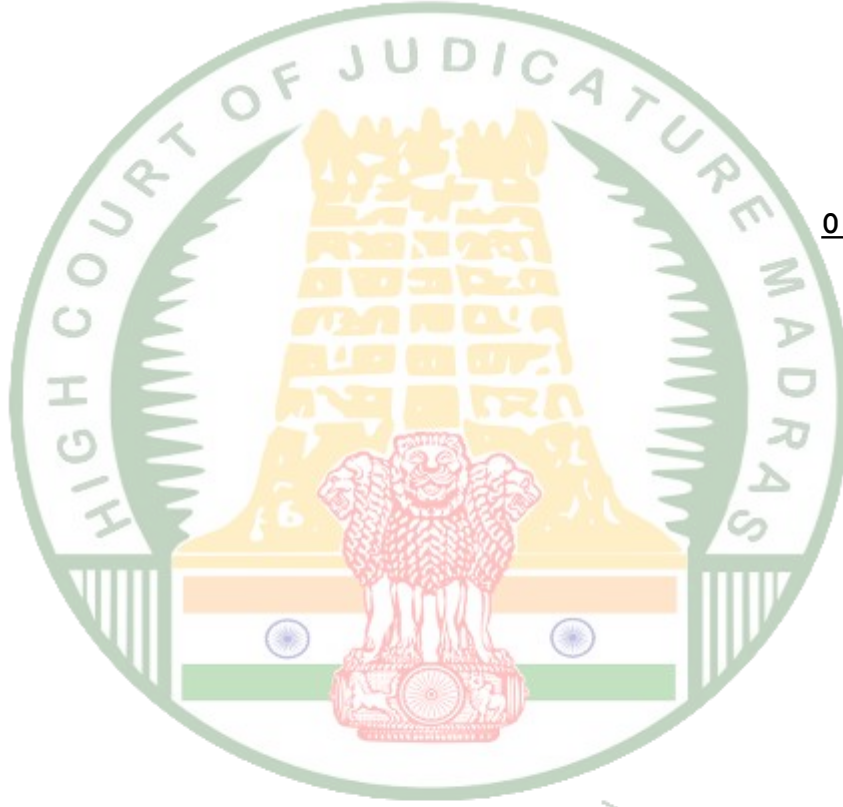
Copy to:

1. The Secretary, High Court Legal Services Committee, Chennai.
2. The Section Officer, V.R. Section, High Court, Madras.
3. The Section Officer, Lok Adalat Section, High Court, Madras. +2 copies

M.THANIKACHALAM (Retd.)

av

C.S.NO.537 of 2012



06.12.2017

सत्यमेव जयते

WEB COPY