

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.04.2018

CORAM

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANAO.A.No.225 of 2018andA.No.2157 of 2018

M/s.Oriental Cuisines Pvt. Ltd.,
Rep. by its Authorized Signatory
Mr.Ramanarayanan,
Having its office at
No.74, Cathedral Road,
Chennai – 600 086.

... Petitioner

Versus

Vijaya Productions Pvt. Ltd.,
Rep. by its Authorized Signatory
Mr.Muhammed Ali,
Having its office at,
No.183, N.S.K. Salai, Vadapalani,
Chennai – 600 026.

... Respondent

Petition filed under Order XIV, Rule 8 of the rules of the High Court Madras Original Side 1956, read with Section 9(2)(a)(d) of the Arbitration and Conciliation Act, 1996 praying for (a) Stay the operation of the letter dated 09.10.2017 issued by the respondent, pending arbitration proceeding and (b) Grant a temporary injunction restraining the respondent their agents, nominees, assignees or anyone claiming through them from interfering with the applicant's restaurant business named "WANGS KITCHEN" in Counter No.4 of the Food Court in "THE FORUM VIJAYA MALL" belonging to the respondent, pending arbitration.

For Petitioner : Mr.Vijayan Subramanian

For Respondent : Mr.R.Subramanian

ORDER

This application is filed for temporary injunction restraining the respondent their agents, nominees, assignees or anyone claiming through them from interfering with the applicant's restaurant business named "WANGS KITCHEN" in Counter No.4 of the Food Court in "THE FORUM VIJAYA MALL" belonging to the respondent, pending arbitration.

2. Earlier, Status-quo was ordered by this Court. The parties seems to have entered into an amicable settlement, which is reduced to writing as Joint Memorandum of Compromise dated 25.04.2018 signed by both the parties and their respective counsels.

3. The Memorandum of Compromise is taken on record, which read as follows:

1. *That both the parties shall drop all legal proceedings against each other.*
2. *It is the agreement between the parties that the applicant herein is permitted to operate "Wangs Kitchen" Counter No.4 of the Food Court at "The Vijaya Forum Mall" on the 3rd Floor of the building named "Via South" from 26.04.2018 to 25.07.2018. All terms and conditions of Leave and License Agreement dated 28.12.2016 shall be*

binding on parties. The respondent shall not interfere with the business of the applicant for the above mentioned period and the applicant shall abide by its obligations under the Agreement and continue to pay the Rent, CAM, MPC and other charges as may be defined under the said Leave and License Agreement for the aforesaid period.

3. *It is the agreement between the parties, that applicant shall vacate and handover the possession on the above said date and the respondent agrees and undertakes that, simultaneous with the taking over possession of the aforesaid counter No.4 from the applicant it shall forthwith refund the security deposit to the applicant.*
4. *That the settlement shall be binding on the parties herein, their successors in business and assigns*
5. *Either parties shall have no claim(s) against the other pursuant to this memo of compromise relating to any issue.*
6. *That the parties hereto pray that this Hon'ble Court may be pleased to record this Joint Memorandum of Compromise and pass an order in terms of the Joint Memorandum of Compromise and thus render justice.*

4. The above said terms of compromise are recorded.

5. Heard the learned counsels appearing on behalf of the parties.

PUSHPA SATHYANARAYANA, J.

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6. In view of the above settlement arrived at between the parties, the Original Application is disposed of in terms of the Memorandum of Compromise. The said Memorandum of Compromise shall form part and parcel of the order. No costs. Consequently, connected application is closed.

26.04.2018

Index : Yes/No

Internet : Yes/No

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and
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