IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated:23.03.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.103 of 2018
&
A.Nos.1281, 1932 and 1933 of 2018

AstraZeneca India Private Limited
Block A, Neville Tower-10th & 11th Floors
Ramanujam IT SEZ.,
Rajiv Gandhi Salai (OMR), Taramani
Chennai – 600 113
Represented by its Director Legal &
Company Secretary Mr.Alex Chandy ... Plaintiff

Vs

IG 3 Infra Limited
Chennai-One, Pallavaram,
Thoraipakkam 200 Feet Road
Thoraipakkam
Chennai – 600 097 ... Defendant

Plaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure, 1908 for a direction to the defendant to pay the plaintiff a sum of Rs.4,75,87,579/- (Rupees Four Crores Seventy Five Lakhs Eight Seven Thousand Five Hundred and Seventy Nine Only) which includes the refund of the Deposits along with interest calculated at the rate of 14% per annum till the date of filing and further direct the defendant to pay interest on the deposits calculated at the rate of 14% per annum from the date of filing till the date of realization and for the costs of the suit.

For Plaintiff : Mr.Vinod Kumar
for M/s.J.Sagar Associates

For Defendant : Mr.S.Siva Sangarane

JUDGMENT

Mr.Vinod Kumar of M/s.J.Sagar Associates, Law Firm on record for the sole plaintiff is before this Commercial Division. Mr.Alex Chandy, Director Legal and Company Secretary of the plaintiff company, who has verified and signed the plaint on behalf of the plaintiff company is before this Commercial Division. Mr.S.Siva Sangarane, counsel on record for the sole defendant is before this Commercial Division. Mr.M.Ramamoorthy, Company Secretary of the sole defendant Company with a duly authorized Board resolution (Board Resolution dated 22.02.2018) is before this Commercial Division.

2. After some arguments on merits of the matter, both parties, I am informed, decided to enter into a compromise. The parties have entered into a compromise and have reduced the same into a joint memorandum of compromise dated 23.03.2018 (hereinafter referred to as 'said MOC'). Said MOC has been placed before me.

3. To be noted, there are two suits before this Commercial Division i.e., C.S.No.103 of 2018 and C.S.No.104 of 2018. Facts are identical and the only difference between the two suits is that demised portion which is subject matter of the lis is different, but in the same building. In fact the demised portions are in two different floors. In all other aspects, the facts are the same. In this background, the parties have thought it fit to enter

into a joint memorandum of compromise, which is a common Memorandum of Compromise in both the suits i.e., C.S.No.103 of 2018 and C.S.No.104 of 2018. Therefore, said MOC is a common joint memorandum of compromise. Terms of said MOC reads as follows:

(1) The Plaintiff has filed C.S.No.103 of 2018 and C.S.No.104 of 2018 against the defendant before the Hon'ble Madras High Court for recovery of Rs.4, 75, 87,579/- and Rs.7,24,39,918/- respectively with interest at 14% being the security deposits, which were paid to the defendant under two Lease Deeds dated 16.10.2016.

(2) Prior to filing the Suit by the plaintiff, there has been disputes raised by the Defendant on the quantum of the security deposit which was to be refunded by the Defendant to the plaintiff, under Lease Deeds dated 16.10.2016.

(3) On receiving notice of the aforesaid suits, the Defendant approached the Plaintiff with an offer to pay a total sum of Rs.8,00,00,000/- (Rupees Eight Crores only) towards full and final settlement of the amounts claimed in the aforesaid two suits filed by the Plaintiff. The Plaintiff has accepted the offer of the Defendant on such terms as more fully detailed in this Memorandum of Compromise.

NOW THEREFORE THIS MEMORANDUM OF COMPROMISE WITHNESETH AS FOLLOWS:

a. The Defendant shall pay a total sum of Rs.8,00,00,000/- (Rupees Eight Crores only) towards full and final settlement of the Claims made by the plaintiff in both the suits (C.S.Nos.103 and 104 of 2018) .

b. The Defendant has paid a sum of Rs.1,00,00,000/- (Rupees One Crore Only) vide demand draft No.912590 drawn on Punjab National Bank on this date. The Defendant has agreed to pay the remaining sum of Rs.7,00,00,000/- (Rupees Seven Crores *only) within a period of 12 months in monthly instalments. The instalments shall be paid on or before 15th of each calender month as given in clause (e) of this Memorandum. The first instalment will be paid in the month of April 2018 and the last instalment will be paid in the month of March 2019.*

c.The Defendant agrees and undertakes to promptly pay the aforesaid instalments each month without any default. The Defendant agrees and confirms that if for any reason it does not pay any instalment, on or before the 15th of the respective month, such unpaid instalment will be paid along with the instalment, payable in the next calender month along with interest at 14% per annum. The Defendant shall give prior intimation to the plaintiff in writing of any such non-payment of instalment.

d. The defendant further agrees and confirms that, if it defaults in paying two consecutive instalments , it will be an event of default and the plaintiff will be entitled to the recourse in terms of clause (g) of this Memorandum. The Defendant further agrees and confirms that, it shall without fail pay the last instalment on or before 15th March, 2019, Non-payment of the last instalment on or before 15th March 2019 will be an event of default and the plaintiff will be entitled to the recourse in terms of Clause (g) of this Memorandum.

e. The schedule of payment of the instalments will be as follows:

Months	***Amounts (Rupees)***
April 2018	*58,33,333/-*
May 2018	*58,33,333/-*
June 2018	*58,33,333/-*
July 2018	*58,33,333/-*
August 2018	*58,33,333/-*
September 2018	*58,33,333/-*

Months	*Amounts (Rupees)*
October 2018	*58,33,333/-*
November 2018	*58,33,333/-*
December 2018	*58,33,334/-*
January 2019	*58,33,334/-*
February 2019	*58,33,334/-*
March 2019	*58,33,334/-*
Total	***7,00,00,000/-***

f. The plaintiff agrees and confirms that on payment of the aforesaid sum of Rs.8,00,00,000/- (Rupees Eight Crores only), as stated above, the plaintiff will have no further claims against the Defendant. The Defendant agrees and confirms that it has no claims against the plaintiff with regard to the subject matter of the two suits.

g. The Defendant agrees and confirms that non-payment of the instalments as per the above schedule and in terms of clause (c) will be an event of default. In the event the defendant commits an event of default as stated in this Memorandum, the plaintiff will be entitled to recover the balance amounts with interest at 14% per annum from the defendant. The Defendant further agrees and confirms that, the plaintiff will be entitled to initiate execution proceedings against the Defendant for recovering the amounts consequent to the event of default together with interest at 14% per annum and applicable legal costs.

h. The Defendant hereby further agrees and undertakes that it shall immediately on execution of this document issue and submit all documents, no-objections certificates, letters, documents etc., necessary for exit of the plaintiff from the Special Economic Zone within which the premises which were to be occupied by the plaintiff under the Lease Deeds dated 16.10.2016.

The Defendant further agrees and undertakes to provide all necessary assistance to the plaintiff in securing the letter of exit from the Development Commissioner, Special Economic Zone, MEPZ or any other authority. The plaintiff hereby agrees that it shall immediately on execution of this document, issue no-objections certificate and other necessary documents as may be required for the Defendant to submit with the SEZ authorities in connection with the exit of the plaintiff from the Special Economic Zone or any other authority and for cancellation of Lease Deeds dated 16.10.2016.

i. This Memorandum of Compromise may be executed in two counterparts only, each of which shall be deemed an original, taken together, shall constitute one and the same instrument.

j. The Plaintiff and the Defendant respectively confirm that this Memorandum of Compromise is executed by duly authorized representatives of Plaintiff and the Defendant.

k. The parties agree that they shall file this Memorandum of Compromise in C.S.No.103 of 2018 and 104 of 2018, pending before the Hon'ble Madras High Court with a request to pass a judgment and decree in terms of this Memorandum of Compromise.

4. Plaintiff confirms that a sum of Rs.1,00,00,000/- mentioned in Clause (b) of the said MOC has, in fact, been paid and receipt of the same is acknowledged by plaintiff.

5. Both the aforesaid learned counsel, on instructions, from their clients, make a common request to this Commercial Division, to pass a compromise decree in terms of the said MOC.

6. There shall be a decree in terms of the said MOC, the terms of which has been extracted and reproduced supra.

7. The said MOC, aforesaid Board Resolution, self-attested photocopies of photo identify cards of the aforesaid litigants shall all form part of the compromise decree.

8. To be noted, though the said MOC is a common joint Memorandum of Compromise, two separate duly signed memoranda of compromise have been placed before me and each one of them will form part of the decree in each of the suits.

Suit decreed on above terms. Consequently, all interlocutory applications are closed.

23.03.2018

gpa

M.SUNDAR.J.,

gpa

C.S.No.103 of 2018

23.03.2018