

O.A.No.438 of 2019 and
Application Nos.3217 and 3218 of 2019

PUSHPA SATHYANARAYANA, J.

This Court, by an order dated 16.09.2019 has referred the matter before the Mediation and Conciliation Centre, High Court, Madras, wherein the parties have arrived at an amicable settlement and the Settlement Agreement dated 19.10.2019 was also filed before the Mediation Centre. The terms of the Settlement Agreement are extracted hereunder:

"1. The MOU, dated 20.04.2016, entered into between the PARTY OF THE FIRST PART and THE PARTY OF THE SECOND PART shall stand terminated from 19.10.2019.

2. The PARTY OF THE SECOND PART agrees to resolve the actions initiated by the Deputy Director, Department of Mines and Geology vide his Notice dated 01.06.2019 with respect to transportation of stone boulders allegedly without valid transit permits on its own without involving, including or in any manner subjecting the PARTY OF THE FIRST PART and/or its parent Company M/s. Larsen and Turbo Ltd having its registered office at L & T House, Ballard Estate, Mumbai-400 001 (L & T) to any liability whatsoever.

3. Both the PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART agree to withdraw all complaints/actions initiated, if any, against each other and L & T and further the PARTY of FIRST and SECOND PART also assure to not to take any action both civil and/or Criminal or file any complaint against each other and L & T under any circumstances hereafter and shall withdraw all contentions/allegations made against each other and L & T including in response to any notice, actions initiated by any Authority, court of Law etc., with respect to the quarrying or transporting stone boulders of Mines situated at the premises covered under the MOU.

4. The PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART agree that the possession and control of Mines situated in survey No.98, situated in Amardevaragudda Village, Kudligi Taluk, Bellary District, shall hereinafter vest exclusively with the PARTY OF THE SECOND PART from 19.10.2019, in as-is where-is basis, and the PARTY OF THE FIRST PART also further agrees to withdraw all its agents, men, and other

personnel claiming under or through them, if any, from the Mines.

5. THE PARTY OF THE SECOND PART agrees to indemnify the PARTY OF THE FIRST PART and L & T from any claims, demands, actions, that may arise out of the proceedings that may be initiated by Department of Mines & Geology, Government of Karnataka and/or any other Authority under law, and undertakes not to involve/include PARTY OF THE FIRST PART and L& T to any loss, sufferings, expense, damages, penalty or any other liability whatsoever, that may arise/claimed, demanded, ordered and/or awarded / directed by any Authority or Court whomsoever at all times hereafter in respect of and or arising out of or relation to the mining operations, quarrying, transporting stone boulders from Mines Survey No.98, situated at Amaradevaragudda Village, Kudligi Taluk, Bellary District including those covered under the MOU.

6. Both parties agree that the PARTY OF THE SECOND PART agrees to resolve the actions initiated by the Deputy Director, Department of Mines and Geology vide his Notice dated 01.06.2019 without involving, including or in any manner subjecting L & T, as stipulated under Clause 2 hereinabove, and agrees to withdraw all complaints/actions initiated, if any, withdraw all contentions/allegations against L & T including in response to any notice, actions initiated by any Authority, Court of Law etc., as stipulated under Clause 3 hereinabove, and agrees to indemnify L & T from any claims, demands, actions, that may arise out of the proceedings that may be initiated by Department of Mines & Geology, Government of Karnataka and/or any other Authority under law, as stipulated under Clause 5 hereinabove, in view of the signed written undertaking, dated 15.10.2019 given by L & T, executed contemporaneously with this Joint Settlement Agreement, wherein under L & T has undertaken not to initiate any civil/criminal action against Mr.Bangari Hanumanthu for any claim arising out of the Memorandum of Understanding dated 20.04.2016 and further to withdraw any existing civil or criminal complaint against Mr.Bangari Hanumanthu, if any.

7. Both the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART hereby agree that they shall not have any claim or counter-claim, disputes, demands, initiate actions, proceedings etc. of whatsoever nature against each other and hereafter, in relation to and/or arising out of the MOU save those provided herein.

8. Both the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART agree that the PARTY OF THE FIRST PART shall withdraw the amount of Rs.4,00,000/- (Rupees Four Lakhs only) deposited by the PARTY OF THE FIRST PART shall

withdraw the amount of Rs.4,00,000/- (Rupees Four Lakhs Only) deposited by the PARTY OF THE FIRST PART before the Hon'ble High Court of Judicature at Madras, in furtherance to the order of the Hon'ble Court dated 27.04.2019 passed by the Hon'ble High Court of Judicature at Madras in the Case.

9. In view of the mutual settlement herein arrived at in terms thereof, both the parties hereby agree to have this Settlement Agreement recorded in the Case filed by the PART OF THE FIRST PART under Section 9 under the Arbitration and Conciliation Act, 1996, pending before the Hon'ble High Court of Judicature at Madras so it may be disposed of.

10. The PARTY OF THE FIRST PART agrees to withdraw the Arbitration Notice, dated 06.07.2019, and any other Notice that may have been issued to the PARTY OF THE SECOND PART by the PARTY OF THE FIRST PART, and the Contempt Petition said to have been filed as against the PARTY OF THE SECOND PART before the Hon'ble High Court of Judicature at Madras.

11. Both parties undertake to Court that they shall abide by the terms of Agreement and Both Parties specifically undertake to withdraw all allegations/contentions currently made against the order and further undertake not to make any allegations in future against the order in relation to the quarrying or transporting stone boulders of Mines situated at the Premises covered under the MOU, including in response to any notice, actions initiated or that may be initiated in future by any authority, Court of law etc.

12. This Agreement is signed and executed in five counterparts, each of which is an original and all of which taken together form one and the same Agreement. One Agreement shall be submitted to the Hon'ble Court, and the remaining two Agreements shall be for each of the parties to this Agreement."

WEB COPY

2. Further Letter of Undertaking dated 15.10.2019 has been given by Larsen & Turbo Limited, who is not a party to the proceedings stating as follows:

"This is to certify that M/s Larsen and Tourbro Limited, having its registered office at L&T House, Ballard Estate, Mumbai-400 001 ("L & T"), being the parent company of M/s.Hi-Tech Rock Products & Aggregate Ltd ("HiTech") recognizes the settlement agreement dated 19.10.2019 concluded between HiTech and Mr.Bangari Hanumanthu, Son of

PUSHPA SATHYANARAYANA, J.

arr

Mr.Somappa, aged about 36 years, residing at 1st Ward, Azad Nagar, Kudligi, Bellaryallari District,Karnataka in relation to certain disputes having arisen out of Memorandum of Understanding ("MOU") dated 20.04.2016 between the Parties viz.,HiTech and Mr.Bangari Hanumanthu.

In view of the guarantees provided by Mr.Bangari Hanumanthu under Clauses 2,3 and 5 of the above-mentioned settlement agreement, and by way of reciprocity, L&T hereby undertakes to not initiate any civil and/or criminal action against Mr.Bangari Hanumanthu for any claim arising out of the MOU dated 20.04.2016 and further agrees to withdraw any existing civil or criminal complaint against Mr.Bangari Haumanthu, if any.

The executant of this Letter of Undertaking, Mr.R.Prabakaran, hereby confirms that he is duly authorised by L & T to execute this Letter on behalf of the L & T, in terms of the Power of Authority dated 31.05.2016. "

3.Recording the Settlement Agreement dated 19.10.2019 as well as the letter of undertaking dated 15.10.2019, this Original Application in O.A.No.438 of 2019 and the Applications in A.Nos.3217 and 3218 of 2018 stands disposed of. The Settlement Agreement dated 19.10.2019 as well as Letter of Undertaking dated 15.10.2019 shall form part of the order.

31.10.2019

arr

O.A.No.438 of 2019 and
Application Nos.3217 and 3218 of 2019



WEB COPY