

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.11.2019

CORAM

THE HONOURABLE MRS. JUSTICE PUSHPA SATHYANARAYANA

Original Petition No.445 of 2019

O.Sharmila

... Petitioner

Vs.

M.Sivakumar

... Respondent

Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 pleaded to appoint any competent person as the sole arbitrator to resolve the dispute between the petitioner and the respondent as per Clause 14 of the Rental Agreement dated 11.11.2016.

For Petitioners : M/s.Hari Radhakrishnan

For Respondents : Mr.R.S.Vaideeswaran

WEB COPY
ORDER

On 26.09.2019 the matter was referred to Tamil Nadu Mediation and Conciliation Centre, High Court, Madras for settlement. The parties entered into compromise before the Mediators and have filed terms of

compromise duly signed by the parties and attested by their respective counsel. The relevant paragraphs of the terms of compromise are as under:-

SETTLEMENT AGREEMENT

This Settlement Agreement entered in to on October 25, 2019 between Smt.O.Sharmila W/o.Omprakash Manivannan, No.16-E, Amethyst, Olympia Opaline, 2, OMR, Navalur 600 130.

and

Shri.M.Sivakumar, S/o.M.Muthu, No.1302, Horison Residency, 13th floor, Arunachalam Road, Saligramam, Chennai 600 093.

1. Whereas the disputes and differences had arisen between the parties hereto of arising out of the Rental agreement dated November 11, 2016 pertaining to schedule property and Shri.M.Sivakumar had approached the Hon'ble I Assistant City Civil Court at Chennai by filing a original suit, vide O.S.No.465 of 2019 with prayer not to evict him without due process of law and the same is pending disposal.

2. Whereas Smt.O.Sharmila had approached the Hon'ble High Court of Madras, vide Application No.3563 of 2019, filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking a direction against Shri.M.Sivakumar to deposit the rental amount pertaining to the rental premises for the period

from August 2018 onwards as security and the same is pending for disposal.

3. Whereas Smt.O.Sharmila had also approached the Hon'ble High Court of Madras, vide O.P.No.445 of 2019, filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking to appoint an arbitrator to resolve the disputes arising out of Clause 14 of the Rental agreement dated November 11, 2016.

4. Whereas Smt.O.Sharmila had also approached the Hon'ble Small Causes Court at Chennai vide RLTOP No.13 of 2019 of seeking to evict Mr.M.Sivakumar and had also sought other reliefs.

5. Whereas the Hon'ble High Court, vide order dated 26.09.2019 in O.P.No.445 of 2019 was pleased to direct the parties herein to appear before the Mediation Centre of the Hon'ble High Court of Madras for resolving the disputes between them.

6. Whereas the parties have appeared on October 04, 2019, October 18, 2019, October 21, 2019 and October 25, 2019 before the Mediation Centre of the Hon'ble High Court of Madras and with the assistance of the Mediator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

7. Whereas the parties hereto confirm and declare that they have voluntarily and of their own free will arrived at his Settlement Agreement in the presence of the Mediator. The following settlement has been arrived at between the parties hereto:

A. Smt.O.Sharmila has agreed to return the advance amount of Rs.3,00,000/- along with an additional amount of Rs.1,00,000/- totalling to Rs.4,00,000/- to Shri.M.Sivakumar subject to the condition that Mr.M.Sivakumar will vacate the rental premises on or before March 31, 2020 and this proposal is accepted by Shri.M.Sivakumar.

B. Smt.O.Sharmila has agreed to pay the amount of Rs.4,00,000/- to Shri.M.Sivakumar by way of Demand Draft immediately on receipt of keys of the rented premises from him and upon handing over the vacant possession of rented premises and this proposal is accepted by Shri.M.Sivakumar. Shri.M.Sivakumar will also ensure that no damage is made to the rented premises other than the normal wear and tear.

C. Smt.O.Sharmila, subject to the other conditions mentioned above, has agreed to waive the rental arrears for the period commencing from August, 2018 to March 31, 2020 and this proposal is accepted by Shri.M.Sivakumar.

D. Smt.O.Sharmila has agreed to withdraw the Application No.3563 of 2019 and O.P.No.445 of 2019 filed before the Hon'ble High Court of Madras against Shri.M.Sivakumar, which is pending for disposal.

E. Smt.O.Sharmila has permitted Shri.M.Sivakumar to take away the shed, which is said to be erected by Shri.M.-Sivakumar in the first floor of the rented premises without making any damage to the structure in the rented premises.

F. Shri.M.Sivakumar has agreed to withdraw the original suit filed by him before the City Civil Court at Chennai in O.S.No.465 of 2019 against Smt.O.Sharmila, which is pending for disposal.

G. Shri.M.Sivakumar has also agreed to file an affidavit undertaking before the XII Small Causes Court at Chennai in RLTOP No.13 of 2019 for vacating the rented premises on or before March 31, 2020 within a period of ten days of signing this agreement.

8. By signing this agreement the parties hereto state that they have no further claims or Demands against each other with respect to the O.P.No.445 of 2019 pending before the Hon'ble High Court of Madras, RLTOP No.13 of 2019 pending before the XII Small Causes Court at Chennai and O.S.No.465 of 2019 pending before the I Assistant City Civil

Court at Chennai and all disputes and differences in this regard have been amicably settled by the parties hereto through the process of Mediation.

9. If any of the terms of this agreement is violated by either party to this agreement then the entire agreement will be null and void and cannot be enforced by either party.

SCHEDULE PROPERTY
(Rental Premise)

Office at the front building premise of ground and first floor of "GopuNivas" No.5/5, Venkateswara Street, Dhanalakshmi Colony, Vadapalani, Chennai 600 026 with one split Airconditioner and carpet area measuring Approximate 2400 Sq.ft.

3. The settlement agreement dated 25.10.2019 is taken on record and the original petition stands disposed of in terms of settlement agreement. The Settlement Agreement dated 25.10.2019 shall form part of the order. No costs.

WEB COPY

05.11.2019

Index : Yes/ No
Internet : Yes
Speaking/Non-speaking Order
dpq

PUSHPA SATHYANARAYANA, J.

dpq



Original Petition No.445 of 2019

WEB COPY 05.11.2019