

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 13.11.2019

CORAM

THE HONOURABLE Mrs.JUSTICE PUSHPA SATHYANARAYANA

O.P.No.580 of 2019

Dr.K.R.Premchand,
S/o.Mr.K.R.Rajagopalan,
Residing at No.7/4B, 13th Cross Street,
New Colony, Chromepet,
Chennai – 600 044.

.. Petitioner

-vs-

1.Mrs.Anitha Rajan
2.Dr.G.Dharmaraj

.. Respondents

Prayer: Petition filed under Section 11 (5) of the Arbitration & Conciliation Act, 1996 to appoint a Sole Arbitrator to adjudicate upon the differences and disputes between the parties hereto.

For Petitioner : Mr.P.Magesh

For Respondent-1 : Mr.G.Veerapathiran

For Respondent-2 : Mr.J.Shahidha

ORDER

Earlier, on 20.08.2019, this Court referred the matter to Tamil Mediation and Conciliation Centre, High Court, Madras. Before the mediation centre, the parties have settled the matter amicably and filed a Joint Memo of Compromise dated 04.11.2019, signed by both parties and their respective counsels. The terms of Joint Memo of Compromise are recorded, which are as follows:

"4. The parties submit that the above O.P was referred to Mediation by the Hon'ble High Court, and after deliberations, the parties agree to dissolve the partnership in the manner described below;

a. The parties hereby agree sell all the assets of the Firm, including Diagnostic equipment like ultrasound machine, Treadmill machine, X-ray machine with CR, semi auto analyser, other lab equipment, computers, furniture, electronic equipment like CCTV camera, Telephones, printers, softwares, lights and fixtures, fans, air conditioners etc to willing purchasers under bidding method within ten days of the receipt of orders in the above OP. The parties further agree that they shall have rights of pre-emption for the purchase of the above described inventory by bid amongst the partners themselves, and such items of the inventory for which no successful bids have been received by the partners shall be put-up for auction with third parties.

b. The parties hereby agree that they shall permit each of the other party to have the diagnostic equipment evaluated by service engineers or any other appropriate technicians for assessing the current market value of the said equipment which shall be helpful in fixing the reserve price under auction.

c. The parties hereby agree to utilize the proceeds of the sale of equipment for settling the liabilities of the firm, which may include bank loans, unpaid rents, unpaid bills, cheques and taxes to local

bodies, electricity department, unpaid remuneration to employees etc, and any other payment which may be due or which may remain unpaid.

d. The parties hereby agree to vacate the premises of the diagnostic centre on or before 15.11.2019, and the rental advance received from the landlord of the premises shall be used for the purposes as described in clause "c" above.

e. The parties hereby agree that after all the liabilities have been settled, any balance monies in hand shall be distributed amongst the partners equally.

f. The parties hereby agree to surrender the PAN of the firm with the income tax department once all liabilities have been settled. The parties further agree that if any taxes remain due to the Income Tax Department or any of the Government Departments for any amount which fell due before the dissolution of the partnership, the parties shall share the liability equally.

g. The parties hereby agree to close the Bank accounts of the firm after settlement of the liabilities and distribution of the remaining monies, if any.

h. The parties agree to surrender the telephone connections, internet connections, mobile numbers, card-swiping machines obtained in the name of the Firm. The parties further agree to delete the e-mail id of the Firm and the parties undertake further not to use the e-mail id in the future for any purpose.

i. The petitioner shall apply for surrender of certificates obtained under the Pre-natal Diagnostic Techniques Act from the concerned authorities for 'Medilife Scans' at East Tambaram and Perungalathur Centres bearing reg.no.PNA/6247/15, within a period of six weeks from the date of order of The Hon'ble High Court in this O.P.

j. Each party agrees to withdraw any pending complaints preferred against the other parties, if any, with the Director of Medical Services or The Joint Director of Rural Health Services in respect of 'Medilife Scans'.

k. Each party agrees to withdraw all pending complaints preferred against the other parties, if any, with the Police authorities.

l. The parties hereby agree that they shall not use the name 'Medilife Scans' in the future, and shall not allow any of their future partners, representatives, agents, servants, etc to use the above name for any future business ventures in the field of Medical Diagnostics.

m. The parties agree that they shall not, in future, by themselves, or through their relatives, etc carry on any similar business of Diagnostics in the premises at 'Medilife Scans' at Survey No.333/A/1, Plot No.61, 'Akshatham', Old Door No.3/A, New Door No.158, Bharathamatha Street, East Tambaram, Chennai – 600 059, however, the parties shall be at liberty to carry on competing businesses at a different place and with a different name in the future and a 'Non-compete' clause shall not exist.

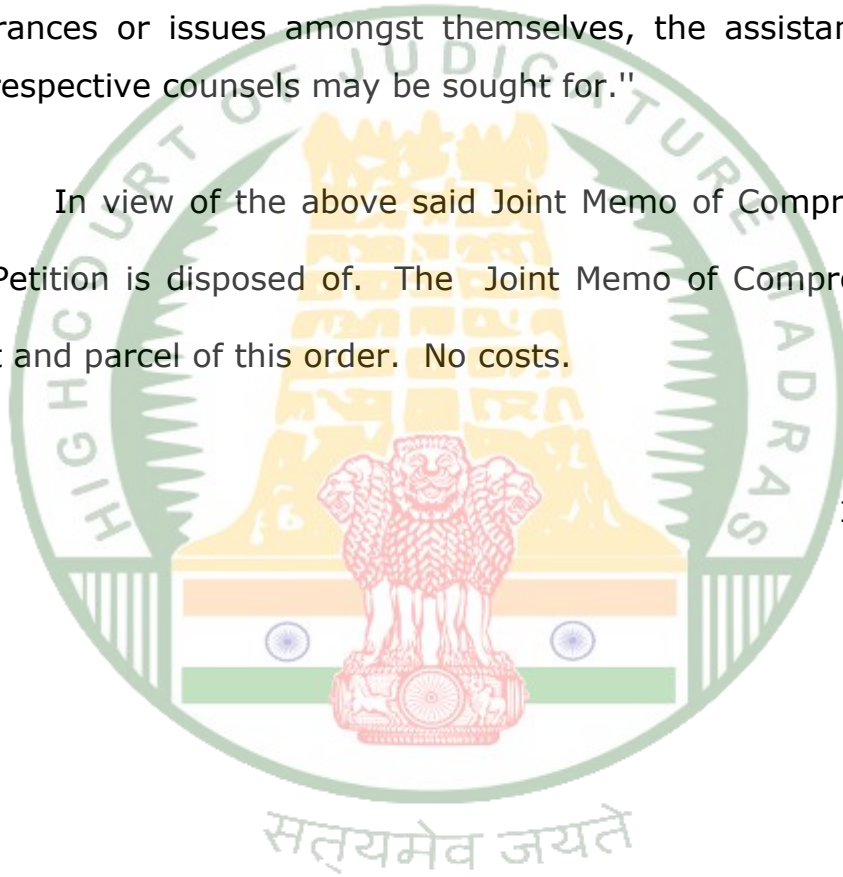
n. The parties hereby agree that they shall not initiate or pursue litigation any further in the matter related to 'Medilife Scans' in any manner except for contempt of the orders in this O.P.

5. The parties humbly submit that they shall strive to complete the process of dissolution amicably, and in case of hindrances or issues amongst themselves, the assistance of the respective counsels may be sought for."

3. In view of the above said Joint Memo of Compromise, this Original Petition is disposed of. The Joint Memo of Compromise shall form part and parcel of this order. No costs.

13.11.2019

srn/drl



WEB COPY

PUSHPA SATHYANARAYANA.J

srn/drl



O.P. No.580 of 2019

WEB COPY

13.11.2019