

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 03.09.2019

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The Honourable Mr.Justice N.SATHISH KUMAR

**C.S.(Comm.Div)No.812 of 2018
and A.No.9863 of 2018**

M/s.M/s.Best Leather Company,
Represented by its Managing Partner,
Mr.R.Babu,
No.24, Sowbagya Apartments,
14th Cross Street, New Colony,
Chrompet, Chennai – 600 044.

...Plaintiff

Versus

1.Taw Trading Corporation,
Represented by its Managing Partner,
Mr.Dur-e-naam,
No.53/28,
Vepperi High Road,
Periyamet,
Chennai – 600 003.

2.Dur-e-naam,
The Managing Partner,
Taw Trading Corporation,
No.3, Vepperi High Road,
Periyamet,
Chennai – 600 003.

3.T.Adnan Ahmed,
Partner,
Taw Trading Corporation
No.53/28,

Vepperi High Road,
Periyamet,
Chennai – 600 003.

4.T.Faizan Ahmed,
Partner,
Taw Trading Corporation,
No.53/28,
Vepperi High Road,
Periyamet,
Chennai – 600 003.

5.T.Rafeeq Ahmed,
Partner,
Taw Trading Corporation,
No.53/28,
Vepperi High Road,
Periyamet,
Chennai – 600 003.

...Defendants

Prayer:

This suit is filed under Order IV Rule 1 of the High Court Original Side Rules read with Order VII Rule 1 of C.P.C, 1908 for the following reliefs:

(a) directing the defendants to pay a sum of Rs.23,61,048/- towards principal and Rs.5,42,668/- towards interest at the rate of 24% per annum thus totaling to Rs.29,03,716/- to the plaintiff and to pay further interest on the principal sum at the rate of 24% from the date of decree and till realization, and

(b) award the cost of the suit.

For Plaintiff : Mr.G.A.Thiyagarajan

For Defendants : Mr.S.Dhayaneswaran

J U D G M E N T

The present suit has been filed by the plaintiff for the reliefs stated in the prayer portion of this Judgment.

2. By order dated 24.07.2019, this Court referred the matter to Mediation and Conciliation Centre, High Court, Madras for conducting Mediation and directed the parties to appear before the Mediator without fail.

3. Today(03.09.2019), when the matter is called, the learned counsel on both sides submitted in unison that the parties have arrived at a Settlement and also they have filed the Mediation Report along with the Settlement Agreement and Settlement Memo dated 26.08.2019, entered into between the parties. They prayed that the suit may be decreed in terms of the said Settlement Memo entered between the parties and the same may be recorded.

3. The said Settlement Memo reads as follows:

"1. Disputes and differences had arises between the parties herein and the suit C.S.No.812 of 2018 was filed before the Hon'ble High Court.

2. The matter was referred to Mediation Conciliation vide an order dated passed by the Hon'ble Madras High Court.

3. The parties agreed that Mr.C.R.Suresh Kumar, Advocate would act as their Mediator/Conciliator.

4. Two meetings were held during the process of Mediation/Conciliation from 06.08.2019 to 26.08.2019 and the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at the amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily of their own free will arrived at this Settlement of Agreement in the presence of the Mediator/Conciliator.

6. The following settlement has been arrived at between the parties thereto:

Out of the Claim amount of Rs.23,61,048/- made by the plaintiff, the defendants had paid a sum of Rs.2,01,200 on 26.08.2019 by Demand Draft bearing No.785741 dated 26.08.2019 of State Bank of India, Leather & International Branch, Chennai – 10 during talks of Mediation/Conciliation. Both the parties agreed not to claim the interest.

Hence, the balance amount due is Rs.21,59,848/- against which, the Schedule of payments by Demand Drafts is given below:

Rs.2,00,000/- per month w.e.f 26.09.2019 onwards for 10 months (upto 26.06.2020) and the last payment of Rs.1,59,848/- by 26.07.2020.

7. The defendants agree to issue the post-dated cheque corresponding to the amount due and agree to collect it, after issuing the corresponding Demand Drafts.

8. By signing this agreement, the Parties state that they have no further claims or demands against each with respect to C.S.No.812 of 2018 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Mediation/Conciliation."

4. The above Settlement Memo is recorded and the same shall form part and parcel of the decree.

5. Considering the submission made by the learned counsel on both sides, this Court is inclined to decree the suit in terms of the said Settlement Memo. Accordingly, this Civil Suit is decreed in terms of the Settlement Memo dated 26.08.2019, entered between the parties. No costs. Consequently, connected Application is closed.

N.SATHISH KUMAR, J.,

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6. Further, as per the amended Section 69 of Tamil Nadu Court Fees and Suits Valuation Act, 1955 (Tamil Nadu Act XIV of 1955) as amended by Tamil Nadu Act 6 of 2017 with effect from 01.03.2017 Act, refund of full Court fee is ordered by this Court since the matter has been settled out of Court between the parties. Therefore, the Registry is directed to do the needful to refund the full Court fee to the plaintiff, as per law.

03.09.2019

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Index : Yes/No

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