

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 24.01.2020

Coram

THE HONOURABLE MR. JUSTICE M.SUNDAR

O.P.No.161 of 2018

M/s.Stanpacks (India) Ltd.,
Registered Office at
No.4, Nawroji Road
Chetpet, Chennai - 600 010
Represented by its Joint Managing Director
G.S.Sridhar

... Petitioner

vs.

1.M/s.Metafilms (India) Ltd.,
Registered Office at
6, Halls Road, Kilpauk
Chennai - 600 010
represented by its Director V.Rajendran

2. M/s.V.R.Packers
Partnership Firm having office
Kilmeni Road
Chinnambedu Post
Kavarapettai
Tiruvellore District - 601 206

3.Mr.V.Rajendran (deceased)

4. Mrs.R.Padma

5. R.Satish Raj

6.Ganesh Raj

... Respondents

(Respondents 5 & 6 brought on record as the legal heirs of the deceased 3rd respondent as per order dated 5.12.2019 in A.No.7080 of 2019)

Original Petition filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996 read with Rule 2 of the appointment of arbitrators by the Chief Justice of Madras High Court Scheme, 1996, to appoint an Arbitrator to resolve the disputes arising out of the Concession Agreement dated 04.11.2009 between the petitioner and the respondent.

For Petitioner : Mr.M.Sriram

For Respondents : Ms.A.Saranya
for M/s.Iyer and Thomas

ORDER

Mr.M.Sriram, learned counsel for petitioner and Ms.A.Saranya of M/s.Iyer and Thomas (Law Firm) for all the respondents are before this Court.

2.Both the learned counsel submit that this 'Original Petition' ('OP' for the sake of brevity) was referred to 'Tamil Nadu Mediation and Conciliation Centre under the aegis of this Court' ('TNMCC' for the sake of brevity) vide an order of referral dated 20.12.2019 made by this Court.

3.TNMCC has since sent a mediation report dated 08.01.2020 to this Court. A perusal of the mediation report reveals that a settlement has been arrived at between the parties to instant OP and the terms of settlement have been reduced to writing by way of a Memorandum of Compromise captioned 'MEMO OF COMPROMISE ARRIVED AT BETWEEN THE PARTIES AT TAMIL NADU MEDIATION AND CONCILIATION CENTRE, HIGH COURT BUILDINGS, HIGH COURT, CHENNAI dated 08.01.2020' (hereinafter 'said MOC' for the sake of brevity and clarity). Both the learned counsel make a common request in unison that the instant OP may please be disposed of in terms of said MOC, but make a further common request that a window may please be provided for reopening, if there is breach of any of the covenants/terms of said MOC by either party. It is also submitted that all the parties to said MOC have signed said MOC in the presence of one another and were

present before TNMCC. On this basis, it is requested that the presence of parties before this Court (for recording said MOC) may please be dispensed with. This request is acceded to.

4. Instant OP is disposed of (albeit with above said caveat/rider that it can be reopened by either party if there is breach of term(s) of said MOC) in terms of said MOC, which shall form part of the order and which reads as follows:

**MEMO OF COMPROMISE ARRIVED AT BETWEEN THE PARTIES AT
TAMIL NADU MEDIATION AND CONCILIATION CENTRE,
HIGH COURT BUILDINGS, HIGH COURT, CHENNAI**

The above O.P.No. 161 of 2018 has been filed by the petitioner before the Hon'ble High Court of Judicature at Madras praying for the appointment of an Arbitrator under section 11 of the Arbitration Act in relation to certain disputes with respect to the refund of the balance of the lease advance amount receivable by the petitioner from the respondents.

All the parties above named in the said OP have arrived at a compromise and settled the dispute, in relation to the payment of the balance amount of lease advance amount, receivable amply and the same is recorded in the Mediation Centre of the Madras High Court, Chennai this day. The terms of the settlement are as follows:

1. In pursuance of the discussions had between the parties above named regarding the dispute relating to the return of the balance of lease advance, they have confirmed hereunder that the petitioner agrees to receive a sum of Rs.18,50,000/- (Rupees eighteen lakhs and fifty thousand only) payable on or before the 31st of March 2020 as full and final settlement. It is specifically agreed by the respondents herein that they jointly and severally undertake to make the payment of the said sum of Rs. 18,50,000/- (Rupees eighteen lakhs and fifty thousand only) on or before the 31st of March 2020 and all the above named respondents have agreed to the same.
2. The petitioner hereby acknowledges and confirms the receipt of the sum of Rs.1,00,000/- (Rupees one lakh only) received by way of Cheque No. 090945 dated 09-12-2019 drawn on ICICI Bank from Metafilms (India) Ltd. and the same is to be adjusted towards the payment of the aforesaid sum of Rs. 18,50,000/- payable by the respondents.
3. By signing this Memo of Compromise, the parties hereto solemnly state and affirm that they have no further claims or demands against each other in respect of the dispute relating to the lease agreements entered into between them and more particularly with respect to the return of the lease advance money payable.

For STANPACKS (INDIA) LTD. For METAFILMS (INDIA) LTD.
S.K. Srinivas G.T. (AKH) BALAJAYAM
For VILPACERS

4. The parties hereby undertake to abide by the terms and conditions set out above. The terms of this Memorandum of Compromise have been agreed and signed without any coercion, duress or collusion and undertake not to raise any further dispute on the same issue hereafter.

5. The parties hereby undertake to place this Memo of Compromise before the Honble High Court of Judicature at Madras and agree to abide by the terms of this compromise entered into before the mediation and pray for recording this Memo of Compromise as part of the decree and pass such other order or orders that the Honble Court may deem fit in the circumstances of the case and render justice.

Dated at Chennai on this the 8th day of January 2020.

For STANPICKS (INDIA) LTD., <i>[Signature]</i> C.S. SRIIDHAN Joint Managing Director	1. For METAFILMS (INDIA) LTD <i>[Signature]</i> 2. 3. For VILPAGHERS <i>[Signature]</i> 4. <i>[Signature]</i> 5. <i>[Signature]</i>
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Petitioner Respondents 1 to 5

[Signature] Counsel for Petitioner

[Signature] Counsel for Respondents

24.01.2020

Speaking order: Yes/No

Index: Yes/No

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M.SUNDAR.J.,

gpa

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