



C.S.(Comm. Div.) No.32 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Dated: 10.06.2022

Coram:

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm. Div) No.127 of 2021 &
A. No.4885 of 2021

M/s.Hubert Enviro Care Systems Pvt. Ltd.
Rep. By its Managing Director,
having office at
No.A21, III Phase,
TVK Industrial Estate,
Guindy, Chennai-600 032.

.. Plaintiff

Vs.

1. M/s.Daiki Axis India Private Limited,
having its Office at 701, The Capital,
Bandra Kurla Complex,
Mumbai 400 051.

2. M/s.Daiki Axis Company Limited,
having its office at 1-9-1, Misawa,
Matsuyama-shi,
Ehime, 791-8022,
Japan.

.. Defendants

This Civil Suit has been filed under Order VII Rule 1 of CPC 1908 read with Order IV Rule 1 of the Original Side Rules of Madras High Court read with Section 2(1)(C)(II) and 7 (1st proviso) of the Commercial Courts/Commercial

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Division and Commercial Appellate Division of High Court Act 4 of 2016, prays for a judgment and decree against the defendants (a) directing the defendants to pay a sum of Rs.14,90,000/- (Rupees Fourteen Lakhs and Ninety Thousand only) spent by plaintiff towards repairing the defective materials/products delivered by the defendants together with interest at the rate of 18% p.a. from the date of this suit till the date of realization of the above principal amount; (b) directing the defendants to pay a sum of Rs.25,00,000/- (Rupees twenty five lakhs only) for retaining the remaining defective/sub-standard plants delivered by the defendants together with interest at the rate of 18% p.a. From the date of this suit till the date of realization of the above principal amount; and (c) directing the defendants to pay a sum of Rs.1,00,00,000/- (Rupees one crore only) towards the damage of plaintiff brand image and reputation, mental agony and other indirect losses arising due to the false claims and substandard products supplied by the defendants together with interest at the rate of 18% p.a. from the date of this suit till the date of realization of the above damage amount and (d) to award costs of the suit.

For Plaintiff : Mr.A.Saravanan

For Defendants : Mr.Jayesh B.Dolia for
M/s.Aiyar and Dolia

JUDGMENT

The matter was referred to the Mediation Centre annexed this Court by order dated 14.03.2022. Pursuant thereto, the parties have entered into a Joint Memorandum of Compromise dated 12.04.2022. On perusal thereof,

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the said Joint Memorandum of Compromise was duly signed by the plaintiff and each of the defendants. On examining the terms of compromise, there is no legal impediment to the issuance of a decree in terms thereof.

2. Accordingly, C.S. (Comm. Div.) No.127 of 2021 is decreed in terms of the Memorandum of Compromise dated 12.04.2022, which shall form an integral part thereof. In view of the settlement between the parties, there will be no order as to costs. Consequently, connected application is closed.

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Index : Yes/No

Internet: Yes/No

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