



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 28th DAY OF OCTOBER, 2021

THE HON'BLE MR. JUSTICE V.PARTHIBAN

A. No.2044 of 2021

in

C.S. No.186 of 2019

1. Sri T.S.Narayanan, (Deceased),
S/o. (late) T.R.Subramania Iyer, aged 87 years,
(a person incapable by reason of
mental infirmity of protecting his interest)
D4, PA Apartments,
Luz Church Road, Mylapore,
Chennai 600 004,
Represented by his Daughter and next friend
T.N.Alamelu, W/o. P.B.Krishnan, aged 42
Residing at "Sreevatsam",
Achutham Layout, LFC Road,
Kaloor, Kochi - 682 017,
Ernakulam District, Kerala.

(*) 2.T.N.Alamelu,
W/o.P.B.Krishnan, aged 43,
Residing at "Sreevatsam",
Achutham Layout, LFC Road,
Kaloor, Kochi - 682 017,
Ernakulam District, Kerala.

(*) 2nd plaintiff impeaded of legal heir
of the Deceased Plaintiff as per
order dated 14.10.2020 in A.No.1613 of 2020

... Plaintiffs

-Versus-



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W/o.(late) T.N.Subramanian @ Sunil,
aged 37 years
1st Floor, B Block,
Pasupathinath,
26, Desikachari Road,
Mylapore, Chennai 600 004.

2. Smt.Kamala Narayanan,
W/o. T.S.Narayanan, aged 70 years
D4, PA Apartments,
Luz Church Road, Mylapore,
Chennai 600 004.

(*) Defendants 1 and 2 are recorded
as legal representative of the
deceased plaintiff as
per order dated 14.10.2020 in A.No.1613 of 2020

3. M/s.Peeyesyem H K Motors LLP,
Rep.its Partner Sri.P.S.Mohammed Hussain,
162, Luz Church Road, Mylapore,
Chennai 600 004.

... Defendants

A.No.2044 of 2021

Sri T.S.Narayanan, (Deceased),
S/o. (late) T.R.Subramania Iyer, aged 87 years,
(a person incapable by reason of
mental infirmity of protecting his interest)
D4, PA Apartments,
Luz Church Road, Mylapore,
Chennai 600 004,
Represented by his Daughter and next friend
T.N.Alamelu, W/o. P.B.Krishnan, aged 42
Residing at "Sreevatsam",
Achutham Layout, LFC Road,
Kaloor, Kochi - 682 017,
Ernakulam District, Kerala.

...Deceased Plaintiff No.1



Residing at "Sreevatsam",
Achutham Layout, LFC Road,
Kaloor, Kochi - 682 017,
Ernakulam District, Kerala.

...Applicant 1/Plaintiff No.2
(Legal Heir of deceased Plaintiff No.1)

Plaintiff No.2 is impleaded as the legal representative of deceased
Plaintiff No.1 by order dated 14.10.2020 in Appl.No.1613 of 2020.

-Versus-

1. Smt.Revathy.M
D/o.S.Usha and
W/o.(late) T.N.Subramanian @ Sunil,
aged 37 years
1st Floor, B Block,
Pasupathinath,
26, Desikachari Road,
Mylapore, Chennai 600 004.

2. Smt.Kamala Narayanan,
W/o. T.S.Narayanan, aged 70 years
D4, PA Apartments,
Luz Church Road, Mylapore,
Chennai 600 004.

Defendant No.1 and 2 are recorded as the legal representatives of
deceased plaintiff No.1 by order dated 14.10.2020 in A.No.1613 of 2020

3. M/s.Peeyesyem H K Motors LLP,
Rep.its Partner Sri.P.S.Mohammed Hussain,
162, Luz Church Road, Mylapore,
Chennai 600 004.

... Respondents/Defendants

Application praying that this Hon'ble Court be pleased to direct the
parties to submit a final settlement/memorandum of compromise pursuant to
and within the framework of the terms of the draft settlement dated 8-2-
2020 signed before the Hon'ble mediator.



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This Application having been heard on 05.10.2021 in the presence of Mr.T.R.Rajagopalan, Senior Counsel for M/s.T.S.Baskaran, P.Veena Suresh, Advocates for the Applicant herein and Mr.S.Parthasarathy, Senior Counsel for M/s.Dakshayani Reddy, Advocate for the 1st respondent herein and Ms.A.B.Reehana Begum, advocate for the 2nd respondent herein and Mr.S.A.Rajan, Advocate for the 3rd respondent herein and upon reading the Judges Summons and the Affidavit of T.N.Alamelu filed herein and having stood over for consideration till this date and coming on this day before this Court for orders in the presence of said advocates for the parties hereto and this Court having observed that the provisions of the CPC, particularly Section 89(2)(d), Rules 21, 24, 25 and 26 of the Tamil Nadu Mediation Rules, 2010, Order 23 Rule 3 of the CPC and also Sections 73 and 75 of the Arbitration and Conciliation Act, 1996, have relevance only when this Court is satisfied about the finality of the agreement or conciliation, on the other hand, contrarily, this Court is fully convinced that the draft settlement, dated 08.02.2020 remained as draft settlement only, no amount of persuasion or submission on the side of the applicants/plaintiffs could improve upon the tentative nature of the agreement, qua, the parties, as revealed and evident from the contents of the draft settlement, dated 08.02.2020 itself, this Court has no hesitation in rejecting this application as



it is ordered as follows:-

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That the A.No.2044 of 2021, be and is hereby dismissed.

2. That there shall be no costs.

WITNESS THE HON'BLE MR. JUSTICE SANJIB BANERJEE,
CHIEF JUSTICE, THE HIGH COURT AT MADRAS AFORESAID, THIS
THE 28th DAY OF OCTOBER 2021.

Sd./-

ASSISTANT REGISTRAR (O.S.II)

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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29.12.2021

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A. No.2044 of 2021
in
C.S. No.186 of 2019

ORDER

DATED: 28.10.2021

THE HON'BLE MR.JUSTICE
V.PARTHIBAN

FOR APPROVAL: 04.01.2022

APPROVED ON: 04.01.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on : 05.10.2021

Orders Pronounced on : 28.10.2021

Coram:

THE HONOURABLE MR.JUSTICE V.PARTHIBAN

Application No.2044 of 2021

in

C.S.No.186 of 2019

Sri T.S.Narayanan (dead),

S/o (late) T.R.Subramania Iyer

.. First plaintiff

1. T.N.Alamelu, W/o P.B.Krishnan

(Applicant/plaintiff No.2 is impleaded

as the legal representative of

the deceased plaintiff No.1,

by order dated 14.10.2020 in A.No.1613 of 2020)

.. Applicant in A.No.2044 of 2021/second plaintiff

Vs.

1. Smt.Revathy, M., D/o S.Usha and

W/o (late) T.N.Subramanian @ Sunil

2. Smt.Kamala Narayanan, W/o T.S.Narayanan

(defendants 1 and 2 are recorded as the

legal representatives of deceased plaintiff No.1

by order dated 14.10.2020 in App.No.1613 of 2020)

3. M/s.PEEYESYEM H K Motors LLP,

Rep. by its Partner Sri.P.S.Mohammed Hussain,

162, Luz Church Road, Mylapore,

Chennai-600 004.

.. Respondents/defendants



Judge's Summons filed under Order XIV Rule 8 of the Original Side Rules of this Court, read with Section 151 of the Code of Civil Procedure (CPC) and this application is filed praying to direct the parties to submit a final settlement/memorandum of compromise pursuant to and within the framework of the terms of the draft settlement dated 08.02.2020 signed before the Hon'ble Mediator.

For applicants : Mr.T.R.Rajagopalan, Senior Counsel for
M/s.T.S.Baskaran

For respondents: Mr.S.Parthasarathy, Senior Counsel for
M/s.Dakshayani Reddy for D-1

M/s.A.B.Reehana Begum for D-2

M/s.S.A.Rajan for D-3

ORDER

This application is filed praying to direct the parties to submit a final settlement/memorandum of compromise pursuant to and within the framework of the terms of the draft settlement dated 08.02.2020 signed before the Hon'ble Mediator.

2. The applicants are the plaintiffs. The respondents are the defendants in the suit. The suit has been filed for the following reliefs:

(i) to set aside the registered settlement deed, dated 09.02.2017, vide

<https://hcservices.ecourts.gov.in/hcservices/>

Doc.No.338 of 2017 on the file of the SRO, Mylapore, as illegal, void and



not binding on the plaintiff, as the plaintiff is the absolute owner of the suit

'A' schedule property; consequentially, to direct the defendants to deliver vacant possession of the suit 'A' schedule property to the plaintiff;

(ii) to direct the defendants to pay a sum of Rs.66,62,124/- being the damages for use and occupation of suit 'A' schedule property from May 2017 to October 2018 and continue to pay a sum of Rs.3,70,118/- per month till the date of delivery of vacant possession of Suit 'A' schedule property to the plaintiff;

(iii) to set aside the Registered Settlement Deed, dated 06.02.2017, vide Doc.No.701 of 2017 on the file of SRO, Pallavaram as illegal, void and not binding on the plaintiff as the plaintiff is the absolute owner of the suit 'B' schedule property; consequentially, to direct the defendant Nos.1 and 2 to deliver vacant possession of the suit 'B' schedule property to the plaintiff;

(iv) to set aside the transfer of Registration Certificate in respect of suit 'C' schedule vehicles as illegal, void and not binding on the plaintiff as the plaintiff is the absolute owner of the suit 'C' schedule property, and consequently, grant a decree for mandatory injunction to direct the defendant Nos.1 and 2 to execute necessary transfer forms to transfer the Registration Certificate in respect to suit 'C' schedule vehicles in favour of the plaintiff;

(v) to direct the defendant Nos.1 and 2 to pay a sum of



Rs.2,52,74,593.11 bring the amount payable to the plaintiff together with interest at 18% per annum from the date of suit till the realisation of the said amount from defendant Nos.1 and 2;

(vi) to grant a decree for permanent injunction restraining the defendant No.1 and her men, agent, or any other person claiming under her in any manner whatsoever in alienating, encumbering and/or inter-meddling in the suit A, B and C schedule properties by way of mortgage, sale, lease, etc., and

(vii) for costs of the proceedings.

3. During the pendency of the above suit, it transpired that the contesting parties have agreed to go before a Mediator in order to settle among themselves amicably on the subject matter of "lis" in the suit. In this regard, the parties have suggested the name of a former Judge of the Punjab and Haryana High Court, Mr. Justice K. Kannan. In August 2019, the matter was referred before the Honourable retired Judge for the conduct of mediation between the parties. This fact is also reflected in one of the proceedings recorded by the learned Judge of this Court on 02.08.2019.

4. It further transpired from the records that the Honourable

Judge/Mediator conducted mediation between the contesting parties and a



settlement appeared to have been reached between them. The Judge Mediator has also drawn the Minutes of the draft settlement between the parties on 08.02.2020. As the draft settlement has been drawn in pursuance of the mediation conducted under the aegis of this Court in terms of the Tamil Nadu Mediation Rules, 2010, the relief in the nature of a 'decree' in terms of the draft settlement dated 08.02.2020 is to be granted by this Court. The present application has been filed for the said relief.

5. Mr.T.R.Rajagopalan, learned Senior Counsel appearing for the applicants/plaintiffs would at the outset submit that once a draft settlement has been referred back to the Court by the Mediator appointed by this Court in terms of the Tamil Nadu Mediation Rules, 2010, read with the relevant provisions of the Civil Procedure Code (for short, 'CPC'), this Court has to necessarily pass a 'decree' in terms of the draft settlement.

6. According to the learned Senior Counsel, the first plaintiff, during the pendency of the suit, had expired and he was therefore represented by his daughter and next friend as the second plaintiff in the suit. The first respondent/first defendant is the daughter-in-law of the deceased first plaintiff, whose son had died at the young age of 37 years. The second respondent/second defendant is the wife of the deceased first plaintiff. The



fight/contest is between the applicant/second plaintiff and the first respondent/first defendant. In any case, the parties have agreed to the terms of the settlement as recorded in the Minutes, dated 08.02.2020 by the Honourable Mediator, and the present application is therefore filed for recording of the compromise and passing of a 'decree' thereof.

7. The learned Senior Counsel would further submit that the Mediation between the parties has taken six months and eventually, an agreement has been reached and the plaintiff and the first defendant signed the agreement/draft settlement dated 08.02.2020. After the settlement was signed by the agreeing parties, the matter was referred back to the Court for presenting the compromise in a proper format, as provided under the Original Side Rules of this Court, and thereafter, 'decree' to be passed in terms of the compromise arrived at between the parties.

8. According to the learned Senior Counsel, the matter was posted for hearing of the parties on 17.03.2020 before this Court. On that date, a learned Judge of this Court was about to record the compromise, however, the Court was informed that the settlement/compromise had to be filed in a proper format, and thereafter, the Honourable Judge to pass a 'decree' in terms of the compromise. The matter therefore stood adjourned to



23.03.2020 for presenting the draft settlement in proper format.

Unfortunately, due to the outbreak of "Covid-19", the matter was not listed for a considerable length of time before this Court.

9. According to the learned Senior Counsel, taking advantage of the lapse of time, the first respondent/first defendant, having signed the settlement and having agreed that she would have no relationship with the family whatsoever, considering the settlement as final quit, has resiled from the agreed position and has come up with the counter affidavit opposing the application. The first respondent herein, contrary to the terms of the compromise, dated 08.02.2020, where she had voluntarily agreed to settle the dispute finally, is now raising additional demands.

10. The learned Senior Counsel would submit that once the agreement/settlement is signed before the Honourable Mediator and the settlement was returned to the Court for recording of the same and passing a 'decree' in terms of the compromise, it is not open to the first respondent/first defendant to make any further demands outside the framework of the draft settlement signed by the parties. In this regard, the learned Senior Counsel would refer to Rules 21, 24, 25 and 26 of the Tamil



CPC. He also relied on Order 23 Rule 3 CPC and also Sections 73 and 75 of the Arbitration and Conciliation Act, 1996, all of which are extracted infra at the appropriate place in this order.

11. The learned Senior Counsel has also taken this Court through the terms of the settlement and he particularly referred to Clause (ix) of the draft settlement, which stipulates that the first defendant shall have no longer any claim against the plaintiffs, second defendant T.N.Alamelu or in respect of the estate of Late Mr.T.N.Subramaniam alias Sunil and she shall not have any claim to any share in the properties of the aforesaid persons. For better appreciation, Clause (ix) is extracted hereunder:

"(ix) For the sake of clarity and better understanding the 1st defendant shall have no longer any claims against the plaintiff, 2nd defendant, T.N.Alamelu or in respect of the estate of the late T.N.Subramaniam (a) Sunil. She shall not have any claim to any share in the properties of the aforesaid persons on their demise in view of the accelerated succession plan being implemented as part of this family settlement. In respect of other immovable properties of T.N.Subramaniam, which are not in suit, the 1st Defendant shall have no claim and if need be, will do the needful to assure the full title in favour of the 2nd defendant."

12. The learned Senior Counsel also referred to Clause (viii) of the draft settlement, which says that the settlement amounted to family settlement that quells all forms of disputes. For the sake of clarity, Clause



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"(viii). This Memorandum is literally an expression of family settlement that quells all forms of disputes just not between the plaintiff and the 1st defendant but amongst all parties one against another."

13. The learned Senior Counsel therefore submitted that once the parties have clearly agreed and affixed their signature in the draft settlement, dated 08.02.2020, there cannot be any further dispute against the settlement, which is binding on the parties.

14. The learned Senior Counsel would further submit that none of the terms of the compromise is disputed in the counter affidavit filed by the first respondents/first defendant. He has referred to various paragraphs and the averments contained in the counter affidavit filed on behalf of the first respondent herein. In the counter affidavit, the first respondent/first defendant appears to have raised certain issues of demanding amounts in addition to what was agreed upon under the draft settlement, dated 08.02.2020 arrived at before the Honourable Mediator. Such demands are completely not entertainable and cannot be enforced in law in the teeth of the settlement reached between the parties before the Honourable Mediator in terms of the Tamil Nadu Mediation Rules, 2010.

15. In support of his legal contentions, the learned Senior Counsel

relied on the following decisions:



(i) 2010 (8) SCC 24 (Afcons Infrastructure Limited Vs. Cherian

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Varkey Constructions Company Private Limited): This Court's attention has been drawn to paragraphs 38 to 43, which are extracted hereunder:

"38. The other four ADR processes are non-adjudicatory and the case does not go out of the stream of the court when a reference is made to such a non-adjudicatory ADR forum. The court retains its control and jurisdiction over the case, even when the matter is before the ADR forum. When a matter is settled through conciliation, the settlement agreement is enforceable as if it is a decree of the court having regard to Section 74 read with Section 30 of the AC Act. Similarly, when a settlement takes place before the Lok Adalat, the Lok Adalat award is also deemed to be a decree of the civil court and executable as such under Section 21 of the Legal Services Authorities Act, 1987. Though the settlement agreement in a conciliation or a settlement award of a Lok Adalat may not require the seal of approval of the court for its enforcement when they are made in a direct reference by parties without the intervention of court, the position will be different if they are made on a reference by a court in a pending suit/proceedings. As the court continues to retain control and jurisdiction over the cases which it refers to conciliations, or Lok Adalats, the settlement agreement in conciliation or the Lok Adalat award will have to be placed before the court for recording it and disposal in its terms.

39. Where the reference is to a neutral third party ("mediation" as defined above) on a court reference, though it will be deemed to be reference to Lok Adalat, as the court retains its control and jurisdiction over the matter, the mediation settlement will have to be placed before the court for recording the settlement and disposal. Where the matter is referred to another Judge and settlement is arrived at before him, such settlement agreement will also have to be placed before the court which referred the



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matter and that court will make a decree in terms of it.

40. Whenever such settlements reached before non-adjudicatory ADR fora are placed before the court, the court should apply the principles of Order 23 Rule 3 of the Code and make a decree/order in terms of the settlement, in regard to the subject-matter of the suit/proceeding. In regard to matters/disputes which are not the subject-matter of the suit/proceedings, the court will have to direct that the settlement shall be governed by Section 74 of the AC Act (in respect of conciliation settlements) or Section 21 of the Legal Services Authorities Act, 1987 (in respect of settlements by a Lok Adalat or a mediator). Only then such settlements will be effective.

Summation

41. Having regard to the provisions of Section 89 and Rule 1-A of Order 10, the stage at which the court should explore whether the matter should be referred to ADR processes, is after the pleadings are complete, and before framing the issues, when the matter is taken up for preliminary hearing for examination of parties under Order 10 of the Code. However, if for any reason, the court had missed the opportunity to consider and refer the matter to ADR processes under Section 89 before framing issues, nothing prevents the court from resorting to Section 89 even after framing issues. But once evidence is commenced, the court will be reluctant to refer the matter to the ADR processes lest it becomes a tool for protracting the trial.

42. Though in civil suits, the appropriate stage for considering reference to ADR processes is after the completion of pleadings, in family disputes or matrimonial cases, the position can be slightly different. In those cases, the relationship becomes hostile on account of the various allegations in the petition against the spouse. The hostility will be further aggravated by the counter-allegations made



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by the respondent in his or her written statement or objections. Therefore, as far as Family Courts are concerned, the ideal stage for mediation will be immediately after service of respondent and *before* the respondent files objections/written statements. Be that as it may.

43 [Ed.: Para 43 corrected vide Official Corrigenda No.F.3/Ed.B.J./87/2010 dated 27-8-2010 and F.3/Ed.B.J./112/2010 dated 4-10-2010, respectively]. We may summarise the procedure to be adopted by a court under Section 89 of the Code as under:

(a) When the pleadings are complete, before framing issues, the court shall fix a preliminary hearing for appearance of parties. The court should acquaint itself with the facts of the case and the nature of the dispute between the parties.

(b) The court should first consider whether the case falls under any of the category of the cases which are required to be tried by courts and not fit to be referred to any ADR processes. If it finds that the case falls under any excluded category, it should record a brief order referring to the nature of the case and why it is not fit for reference to ADR processes. It will then proceed with the framing of issues and trial.

(c) In other cases (that is, in cases which can be referred to ADR processes) the court should explain the choice of five ADR processes to the parties to enable them to exercise their option.

(d) The court should first ascertain whether the parties are willing for arbitration. The court should inform the parties that arbitration is an adjudicatory process by a chosen private forum and reference to arbitration will permanently take the suit outside the ambit of the court. The parties should also be informed that the cost of arbitration will have to be borne by them. Only if both parties agree for arbitration, and also agree upon the arbitrator, the matter should be referred to arbitration.



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(e) If the parties are not agreeable for arbitration, the court should ascertain whether the parties are agreeable for reference to conciliation which will be governed by the provisions of the AC Act. If all the parties agree for reference to conciliation and agree upon the conciliator(s), the court can refer the matter to conciliation in accordance with Section 64 of the AC Act.

(f) If the parties are not agreeable for arbitration and conciliation, which is likely to happen in most of the cases for want of consensus, the court should, keeping in view the preferences/options of parties, refer the matter to any one of the other three ADR processes: (a) Lok Adalat; (b) mediation by a neutral third-party facilitator or mediator; and (c) a judicial settlement, where a Judge assists the parties to arrive at a settlement.

(g) If the case is simple which may be completed in a single sitting, or cases relating to a matter where the legal principles are clearly settled and there is no personal animosity between the parties (as in the case of motor accident claims), the court may refer the matter to Lok Adalat. In case where the questions are complicated or cases which may require several rounds of negotiations, the court may refer the matter to mediation. Where the facility of mediation is not available or where the parties opt for the guidance of a Judge to arrive at a settlement, the court may refer the matter to another Judge for attempting settlement.

(h) If the reference to the ADR process fails, on receipt of the report of the ADR forum, the court shall proceed with hearing of the suit. If there is a settlement, the court shall examine the settlement and make a decree in terms of it, keeping the principles of Order 23 Rule 3 of the Code in mind.

(i) If the settlement includes disputes which are not the subject-matter of the suit, the court may direct that the same will be governed by Section 74 of the AC Act (if it is a conciliation settlement) or Section 21 of the Legal Services Authorities Act,



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1987 (if it is a settlement by a Lok Adalat or by mediation which is a deemed Lok Adalat). If the settlement is through mediation and it relates not only to disputes which are the subject-matter of the suit, but also other disputes involving persons other than the parties to the suit, the court may adopt the principle underlying Order 23 Rule 3 of the Code. This will be necessary as many settlement agreements deal with not only the disputes which are the subject-matter of the suit or proceeding in which the reference is made, but also other disputes which are not the subject-matter of the suit.

(j) If any term of the settlement is ex facie illegal or unenforceable, the court should draw the attention of parties thereto to avoid further litigations and disputes about executability.

In the above case, the Honourable Supreme Court has clearly held that whenever there is a reference to mediation on a Court reference, the Court retains its control and jurisdiction over the matter. In such cases, the settlement/agreement will be placed before the Court which referred the matter and that the Court will pass a 'decree' in terms of the said settlement/agreement. The Court in such cases would apply the principles of Order 23 Rule 3 CPC and make a "Decree" in terms of the settlement. Therefore, it is not open to the first respondent/first defendant herein to go back on the terms of settlement agreed by her and oppose this application.

(ii) 2019 (20) SCC 277 (Kaushaliya Vs. Jodha Ram): The learned



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"16. Now so far as the submission on behalf of Ramu Ram that as the disputed properties in question were not the subject-matter of original suit proceedings and therefore the same could not have been the subject-matter of settlement agreement entered into between Kaushaliya and Jodha Ram and/or the order passed by this Court dated 5-5-2017 [*Kaushaliya v. Jodha Ram*, 2017 SCC OnLine SC 1964] is concerned, at the outset, it is required to be noted that being the dispute between father and daughter the matter was referred to the Supreme Court Mediation Centre to explore an amicable settlement between the parties. Both the parties agreed to settle all the disputes between the parties in the mediation. In the mediation it is always open for the parties to explore the possibility of an overall amicable settlement including the disputes which are not the subject-matter of the proceedings before the Court. That is the benefit of the mediation.

17. In the mediation, parties may try for amicable settlement, which is reduced into writing and/or a settlement agreement and thereafter it becomes the part of the Court's order and the Court disposes of the matter in terms of the settlement agreement. Thereafter the order in terms of the settlement agreement is executable irrespective of the fact whether the settlement agreement is with respect to the properties which was/were not the subject-matter of the proceedings before the Court. Thereafter the order passed by the Court in terms of the settlement is binding on the parties and is required to be acted upon and/or complied with and as observed above the same is executable."

In the above case also, the Honourable Supreme Court has held that once the settlement/agreement is arrived at, and the Court disposes of the matter



respect to the properties, which were not the subject matter of the proceedings before the Court. In effect, the Honourable Supreme Court has held that the settlement arrived at by the parties before the Mediation on a reference by the Court, is binding on the parties.

(iii) 2009 (2) SCC 198 (B.P.Moideen Sevamandir Vs.

A.M.Kuttyhassan): This Court's attention has been specifically drawn to paragraphs 7 and 8 and 17 and 19, which are extracted hereunder:

"7. It is unfortunate that the learned members of the Lok Adalat and the learned Single Judge totally lost sight of the purpose and scope of Lok Adalats. We may conveniently recall what this Court has said about the scope of Lok Adalats (after referring to the relevant provisions of the Legal Services Authorities Act, 1987), in *State of Punjab v. Jalour Singh* [(2008) 2 SCC 660 : (2008) 1 SCC (Cri) 524 : (2008) 1 SCC (L&S) 535] : (SCC p. 665, para 8):

"8. It is evident from the said provisions that the Lok Adalats have no adjudicatory or judicial functions. Their functions relate purely to conciliation. A Lok Adalat determines a reference on the basis of a compromise or settlement between the parties at its instance, and put its seal of confirmation by making an award in terms of the compromise or settlement. When the Lok Adalat is not able to arrive at a settlement or compromise, no award is made and the case record is returned to the court from which the reference was received, for disposal in accordance with law. No Lok Adalat has the power to 'hear' parties to adjudicate cases as a court does. It discusses the subject-matter with the parties and persuades them to arrive at a just settlement. In their conciliatory role, the Lok Adalats are guided



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by principles of justice, equity and fair play. When the Legal Services Authorities Act refers to ‘determination’ by the Lok Adalat and ‘award’ by the Lok Adalat, the said Act does not contemplate nor require an adjudicatory judicial determination, but a non-adjudicatory determination based on a compromise or settlement, arrived at by the parties, with guidance and assistance from the Lok Adalat. The ‘award’ of the Lok Adalat does not mean any independent verdict or opinion arrived at by any decision-making process. The making of the award is merely an administrative act of incorporating the terms of settlement or compromise agreed by parties in the presence of the Lok Adalat, in the form of an executable order under the signature and seal of the Lok Adalat.”

8. When a case is referred to the Lok Adalat for settlement, two courses are open to it: (a) if a compromise or a settlement is arrived at between the parties, to make an award, incorporating such compromise or settlement (which when signed by the parties and countersigned by the members of the Lok Adalat, has the force of a decree); or (b) if there is no compromise or settlement, to return the record with a failure report to the court. There can be no third hybrid order by the Lok Adalat containing directions to the parties by way of final decision, with a further direction to the parties to settle the case in terms of such directions. In fact, there cannot be an “award” when there is no settlement. Nor can there be any “directions” by the Lok Adalat determining the rights/obligations/title of parties, when there is no settlement. The settlement should precede the award and not vice versa.

17. When a case is to be heard and decided on merits by a court, the conduct of the party before the Lok Adalat or other ADR fora, howsoever stubborn or unreasonable, is totally irrelevant. A court should not permit any prejudice to creep into its judicial mind, on account of what it perceives as unreasonable conduct of



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a litigant before the Lok Adalat. Nor can its judgment be “affected” by the cantankerous conduct of a litigant. It cannot carry “ill will” against a litigant, because he did not settle his case. It is needless to remind the oath of office, which a Judge takes when assuming office. He is required to perform his duties without fear or favour, affection or ill will. Any settlement before the Lok Adalat should be voluntary. No party can be punished for failing to reach the settlement before the Lok Adalat.

19. Any admission made, any tentative agreement reached, or any concession made during the negotiation process before the Lok Adalat cannot be used either in favour of a party or against a party when the matter comes back to the court on failure of the settlement process. To deny hearing to a party on the ground that his behaviour before the Lok Adalat was cantankerous or unreasonable would amount to denial of justice. When deciding a matter on merits of a case, if a court carries any prejudice against a party on account of his conduct before an ADR forum, it will violate the inviolable guarantee against prejudice or bias in decision-making process. Such conduct can neither be permitted nor be tolerated and requires to be strongly deprecated. Every Judge should constantly guard against prejudice, bias and prejudging, in whatever form. Judges should not only be unbiased, but seem to be unbiased. Judiciary can serve the nation only on the trust, faith and confidence of the public in its impartiality and integrity."

In the above case, the Supreme Court held that if the compromise or settlement is arrived at between the parties, it has a force of a 'decree'.

(iv) 2011 (1) SCC 466 (Moti Ram Vs. Ashok Kumar): The learned

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Senior Counsel would refer to paragraphs 1 and 2, which are extracted



hereunder:

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1. On 31-8-2010 we had referred the matter for mediation to the Mediation Centre at Chandigarh to attempt to resolve the dispute between the parties. Today, when the matter was called out, our Court Secretary placed before us the report dated 29-9-2010 received from the mediator, which is as follows:

“Mr Ashok Kumar states that he would be ready and willing to vacate the shop on receipt of 1/3rd of the value of the shop which according to him is worth approximately 50 lakhs and he be paid an amount of 15 lakhs (approx.). The appellant landlord is not ready and willing to offer the said amount and has extended the concession by giving up on the pending rent only which according to him is pending for last 28 years. The tenant has also expressed his willingness to purchase the property for an amount of Rs. 30 lakhs but the landlord has refused to dispose of the same on the ground of personal necessity.”

2. In this connection, we would like to state that mediation proceedings are totally confidential proceedings. This is unlike proceedings in court which are conducted openly in the public gaze. If the mediation succeeds, then the mediator should send the agreement signed by both the parties to the court without mentioning what transpired during the mediation proceedings. If the mediation is unsuccessful, then the mediator should only write one sentence in his report and send it to the court stating that the “mediation has been unsuccessful”. Beyond that, the mediator should not write anything which was discussed, proposed or done during the mediation proceedings. This is because in mediation, very often, offers, counter offers and proposals are made by the parties but until and unless the parties reach to an agreement



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signed by them, it will not amount to any concluded contract. If the happenings in the mediation proceedings are disclosed, it will destroy the confidentiality of the mediation process."

The above decision has been relied on to demonstrate the significance and the legal sanctity attached to the mediation proceedings. The Court has observed that if the mediation is successful, then the Mediator should send the agreement signed by both parties to the Court without mentioning what transpired during the mediation proceedings, which means that the Court cannot go behind the settlement except to pass a 'decree' in terms of the compromise.

16. The learned Senior Counsel, in view of the above settled legal principles, would pray that the application be allowed and 'decree' may be passed in terms of the draft settlement, dated 08.02.2020.

17. Per contra, Mr.S.Parthasarathy, learned Senior Counsel appearing for the first respondents/first defendant submitted that the present application has been filed on an erroneous understanding that the settlement dated 08.02.2020 was final and binding on the parties. The learned Senior Counsel submitted that it was only a draft settlement, as reflected in the Minutes of the terms of the settlement itself.



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18. The learned Senior Counsel drew the attention of this Court to Clause (xi) of the draft settlement, which reads as under:

"(xi) This shall remain as a draft of settlement and signed by the plaintiff through next friend and the 1st defendant. A fair settlement deed shall be prepared on consultation with senior counsel on both sides and signed by the parties and their respective counsel at the appropriate time before presenting it in court."

The above clause clearly demonstrates that the settlement needed to be finalised on consultation with the learned Senior Counsel appearing on both sides.

19. The learned Senior Counsel also referred to Clause (iv) of the draft settlement, wherein the agreement was reached between the parties that Rs.90 lakhs to be paid to the first defendant, but the date on which or before the payment to be made, has been kept blank. The agreement therefore was not final and in such event, the present application for passing a 'decree' in terms of the compromise, cannot be countenanced both in law or on facts.

20. The learned Senior Counsel further submitted that the agreement was only a draft agreement/settlement, as could be seen from the subsequent communications exchanged between the Honourable Mediator and the parties after the filing of the present suit. In this context, he referred to a e-



mail, dated 19.05.2020, which was addressed to the husband of the second plaintiff and to the first defendant. The contents of the e-mail are extracted hereunder:

"Dear Revathy/Krishnan,

Thanks for the responses from both of you.

Of you two, Mr.Krishnan expresses preference on behalf of his wife for a personal meeting, while Revathy is apprehensive of any confrontation that a joint meeting might entail, an experience drawn from the last meeting at Palkhiwala Arbitration Centre.

I notice that Revathy wants further negotiation that will unhinge the payment of Rs.80 lacs out of Rs.1.70 crores from adjustment against rentals. She would also want discussion on properties in ECR Road and in Madurai. Krishnan has made reference to a fresh draft that was drawn up after we drafted one at Palkhiwala Arbitration.

I will suggest the following course of action:

i. Exchange through email communications setting out your expectations of one against the other that will also give clear indications of the deviation made from the last draft.

ii. Suggest a date in the month of June for a personal meeting with me when we will seat ourselves in different rooms to avoid any confrontations, if that is the process that you envisage."

From the above communication, it could be seen that further negotiation was being contemplated, as there was some dispute on certain payments to be made and the adjustment of rentals payable.



communication (e-mail) of the Honourable Mediator, dated 11.03.2020, addressed to the husband of the second plaintiff to the effect that there was no meeting point between the parties and the required six more weeks to report any settlement in the matter. In fact, in the said communication, it was suggested that alternatively, relief could be obtained from the Court itself by initiating dialogue for the purpose of exploring final settlement between the parties. The contents of the said communication are useful to be referred herein, as the same would clarify whether the draft settlement dated 08.02.2020 has become final or it has still not reached any finality and remained as draft settlement only. The said contents are extracted hereunder:

"Dear Krishnan/Dakshayani,

I notice that we still do not have a meeting point. I have written to Registrar General, High Court, Madras to inform the Judge who is in charge of the case that parties are still locked up in lis after recording a draft of settlement and I still require 6 weeks further time to report settlement. I have suggested an alternative also for the court itself to initiate a dialogue and explore if final settlement could be reached.

Please feel free to contact me at any time."

22. The learned Senior Counsel also stated that though the first respondent agreed on broad terms and yet found that the terms of settlement were inequitable, as she was losing substantial share in the property under the settlement. Therefore, the first respondent being aggrieved by the lopsided settlement, was not inclined to go with the draft settlement. There



is no prohibition or bar for the first respondent to make any additional or further claim in enforcing her right available under the law and she cannot be forced to be satisfied with the draft settlement against her wish. The learned Senior Counsel therefore submitted that the present application has no merits and liable to be dismissed.

23. At this, Mr.T.R.Rajagopalan, learned Senior Counsel appearing for the applicants/plaintiffs submitted that when the first respondent/first defendant has agreed, as could be seen from Clause (ix) of the draft settlement (extracted supra), her present stand in the counter affidavit and the objections are to be over-ruled. The submissions of the learned Senior Counsel appearing for the first respondent/first defendant, cannot be countenanced in law or on facts in the teeth of the compromise agreement between the parties as reflected in the draft settlement, dated 08.02.2020. If such reversal of stand is to be encouraged and allowed, the purpose of referring the parties to mediation for settlement, would be defeated and lost. Further, the relevant Rules of the Tamil Nadu Mediation Rules, 2010, read with the relevant provisions of the CPC, would be rendered otiose. Therefore, he submitted that this application may be allowed and a 'decree' may be passed in terms of the compromise entered into between the parties based on the draft settlement, dated 08.02.2020.



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24. This Court considered the submissions of the learned Senior Counsel appearing on either side, apart from other learned counsel appearing for the respondents 2 and 3 herein, though they are not real contestants in the present application.

25. This Court also perused the materials/pleadings and the case laws cited on behalf of the plaintiffs.

26. On behalf of the applicants/plaintiffs, strong emphasis has been laid as to the legal sanctity of the settlement reached between the parties before the Court appointed Hon'ble Mediator and the legal import of the settlement minuted and referred back to this Court. The learned Senior Counsel appearing for the applicants/plaintiffs in fact, referred to Rules 21, 24, 25 and 26 of the Tamil Nadu Mediation Rules, 2010. He also referred to Sections 89(1)(d) and 89(2)(d) and Order 23 Rule 3 of CPC and Sections 73 and 75 of the Arbitration and Conciliation Act, 1996. It is relevant to extract the above provisions hereunder, so as to give a finding that the draft settlement, dated 08.02.2020 can be construed as settlement within the framework of the Tamil Nadu Mediation Rules, 2010 read with the other provisions or not ?



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"Rules 21, 24, 25 and 26 of the Tamil Nadu Mediation Rules, 2010:-

Rule 21: Confidentiality, disclosure and inadmissibility of information:--

(1) Where a party gives information to the mediator subject to a specific condition that it shall be kept confidential, the mediator shall not disclose that information to the other party.

(2) Receipt or perusal, or preparation of records, reports or other documents by the mediator, or receipt of information orally by the mediator while serving in that capacity, shall be confidential and the mediator shall not be compelled to divulge the information regarding the documents or the oral information or as to what transpired during the mediation.

(3) Parties shall maintain confidentiality in respect of events that have transpired during mediation and shall not rely on or introduce the said information in any other proceedings as to--

(a) views expressed by a party in the course of the mediation proceedings;

(b) documents obtained during the mediation which were expressly required to be treated as confidential or other notes, drafts or information given by parties or mediators;

(c) proposals made or views expressed by the mediator;

(d) admission made by a party in the course of mediation proceedings;

(e) the fact that a party had or had not indicated willingness to accept a proposal.

(4) There shall be no stenographic or audio or video recording of the mediation proceedings.

Rule 24: Communication between mediator and the Court:-

(1) In order to preserve the confidence of parties in the Court and the neutrality of the mediator, there shall be no communication between the mediator and the Court, except as stated in sub-rules (2) and (3).



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(2) If any communication between the mediator and the Court is necessary, it shall be in writing and copies of the same shall be given to the parties or their counsel or power of attorney.

(3) Communication between the mediator and the Court shall be limited to communication by the mediator:-

- a. with the Court about the failure of a party to attend;
- b. with the Court with the consent of the parties;
- c. regarding his assessment that the case is not suited for settlement through mediation.
- d. that the parties have settled the dispute or disputes.

Rule 25: Settlement agreement:- (1) Where an agreement is reached between the parties in regard to all the issues in the suit or part of the issues, the same shall be reduced to writing and signed by the parties or their power of attorney holders. If counsels have represented the parties, they shall attest the signatures of their respective clients.

(2) The agreement of the parties so signed and attested shall be submitted to the mediator who shall, with a covering letter signed by him, forward the same to the Court in which the suit is pending.

(3) Where no agreement is arrived at between the parties, before the time-limit specified in rule 19 or where, the mediator is of the view that no settlement is possible, he shall report the same to the said Court in writing.

Rule 26: Court to order of decree:-(1) On receipt of the agreement between the parties and the letter of the mediator's the Court shall, after due intimation to the parties, record the settlement, if it is not collusive.

(2) The Court shall then pass an order or decree in accordance with the settlement so recorded, if the settlement disposes of all the issues in the legal proceeding.

(3) If the settlement disposes of certain issues



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arising in the legal proceeding, the Court shall record the settlement and--

a. If certain issues are severable from other issues and if an order or decree is possible to be passed to the extent of the settlement covered by those issues, the Court may pass an order or decree in accordance with the settlement on those issues without waiting for a decision of the Court on the other issues which are not settled.

b. If the issues are not severable, the Court shall wait for a decision of the Court on the other issues, which are not settled.

CPC:

Section 89: Settlement of disputes outside the Court.--

(1) Where it appears to the Court that there exist elements of a settlement which may be acceptable to the parties, the Court shall formulate the terms of settlement and give them to the parties for their observations and after receiving the observations of the parties, the Court may reformulate the terms of a possible settlement and refer the same for:--

- (a) arbitration;
- (b) conciliation;
- (c) judicial settlement including settlement through Lok Adalat: or
- (d) mediation.

(2) Where a dispute has been referred--

(a) for arbitration or conciliation, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply as if the proceedings for arbitration or conciliation were referred for settlement under the provisions of that Act;

(b) to Lok Adalat, the Court shall refer the same to the Lok Adalat in accordance with the provisions of sub-section (1) of section 20 of the Legal Services Authority Act, 1987 (39 of 1987) and all other provisions of that Act shall apply in



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respect of the dispute so referred to the Lok Adalat;

(c) for judicial settlement, the Court shall refer the same to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the provisions of the Legal Services Authority Act, 1987 (39 of 1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;

(d) for mediation, the Court shall effect a compromise between the parties and shall follow such procedure as may be prescribed."

Order 23 Rule 3 of the CPC:

Order 23: Withdrawal and adjustment of suits:

Rule 3: Compromise of suit

Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise in writing and signed by the parties or where the defendant satisfied the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise satisfaction to be recorded, and shall pass a decree in accordance therewith so far as it relates to the parties to the suit, whether or not the subject-matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit:

Provided that where it is alleged by one party and denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question; but not adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournment.

Explanation—An agreement or compromise which is void or voidable under the Indian Contract Act, 1872 (9 of 1872), shall not be deemed to be lawful within the meaning of this rule."



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Sections 73 and 75 of the Arbitration and Conciliation Act, 1996:

Section 73: Settlement agreement--(1) When it appears to the conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the conciliator may reformulate the terms of a possible settlement in the light of such observations.

(2) If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the conciliator may draw up, or assist the parties in drawing up, the settlement agreement.

(3) When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

(4) The conciliator shall authenticate the settlement and furnish a copy thereof to each of the parties.

Section 75: Confidentiality--Notwithstanding anything contained in any other law for the time being in force, the conciliator and the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement."

27. As far as Rule 21 of the Tamil Nadu Mediation Rules, 2010 is

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concerned, it deals with the confidentiality aspect of the mediation. This



Court finds that the Rule may not have any bearing on the consideration of this application. Rule 24 of the Tamil Nadu Mediation Rules, 2010, deals with the communication between the mediator and the Court. In fact, on behalf of the first respondent, the learned Senior Counsel stressed that the communication of the Honourable Mediator enclosing the draft settlement was only with reference to this Rule and not Rule 25 of the Tamil Nadu Mediation Rules, 2010. Rule 25 as could be seen above, is the final settlement agreement. This Court finds considerable force in the submission of the learned Senior Counsel appearing for the first respondent herein. As a matter of fact, it is very relevant to refer Rule 19 of the Tamil Nadu Mediation Rules, 2010, which reads as follows:

"Rule 19: Time-limit for completion of mediation:- (1) In the absence of the parties for three consecutive meetings or during the period of sixty days, whichever is earlier, the mediation shall stand terminated and the matter shall be listed before the Court concerned.

(2) On the expiry of sixty days from the date fixed for the first appearance of the parties before the mediator, the proceedings shall be posted before the Court for further orders of extension, upon the request of the mediator or any of the parties."

28. The letter of the Honourable Mediator, dated 10.03.2020 addressed to the Registrar General of the High Court of Madras, cannot be stated to be with reference to Rule 25, but it should be in the light of Rule



contents of the letter dated 10.03.2020 are extracted infra. Moreover, Rule 25 of the Tamil Nadu Mediation Rules, 2010, contemplates attestation of signatures of the respective parties, by the counsels representing them. The draft settlement did not contain attestation of the counsels who represented the parties in the mediation.

29. No doubt, settlement agreement, dated 08.02.2020 has been signed by both the contesting parties. Clause (xi) of the draft settlement, which has been extracted supra, which stated that "a fair settlement deed shall be prepared in consultation with the Senior Counsel on both sides and signed by the parties and their respective counsel at the appropriate time before presenting it in Court". This Clause leaves no room for any other conclusion than to hold that the draft settlement is not final and the same is incapable of being enforced treating the same as settlement in terms of Rule 25 of the Tamil Nadu Mediation Rules, 2010. The above Clause (xi) clearly demonstrated that the settlement is not complete, as yet, as further consultation was required with the Senior Counsel representing the parties. By no stretch of imagination, the draft settlement as it was rightly termed, could take the colouration of a final settlement, qua, parties.



by the Honourable Mediator to the Registrar General of this Court, and the same has been enclosed by the Honourable Mediator, along with the draft settlement, dated 08.02.2020 and the contents of the letter read as under:

"Sir,

Sub: C.S.No.186 of 2019, High Court, Madras.

The talks culminated in a draft of settlement to be finalised after vetting with respective Senior Counsel from either side.

Kindly place the matter before the Hon'ble Judge who is holding roster for original side cases with a request to grant six weeks further time to finalise the draft. Alternatively, the court may itself finalise it to escalate to the next stage on the basis of the draft which is sent in sealed envelope."

The said letter is placed before this Court for consideration.

31. From the above contents of the letter, it could be seen that a request was made by the Honourable Mediator to obtain extension of six weeks' time to finalise the draft settlement and alternatively, it was also suggested that the Court may itself finalise to escalate to the next stage on the basis of the said draft settlement. The above contents of the letter leave no scope for any doubt as to the character of the settlement.

32. The Honourable Mediator himself had concluded that the draft settlement has to be finalised. In effect, it was admitted that it was only a draft settlement. In the teeth of the observations of the Honourable Mediator



himself, the entire submissions and arguments edified on the legal principles laid down by the Honourable Supreme Court of India and also the Tamil Nadu Mediation Rules, 2010, relied on by the learned Senior Counsel appearing for the applicants/plaintiffs, have to fall flat.

33. Although on behalf of the first respondent/first defendant, certain other issues were raised in the counter affidavit in regard to the inequitable terms of the compromise, this Court is not inclined to go into the nitty-gritty of the disputes between the parties, as this Court is only called upon to decide the maintainability with reference to the merits and de-merits of this application.

34. Further, the learned Senior Counsel appearing on behalf of the first respondent has referred to two important e-mails, dated 11.03.2020 and 19.05.2020. Both these e-mails emanated from the Honourable Mediator and the contents of the e-mail dated 19.05.2020 have also been extracted supra for reference. Both these e-mails have clearly demonstrated that there was no final settlement between the parties. The learned Senior Counsel for the applicants/plaintiffs, in the course of his submissions, pointed out that the learned Judge of this Court was about to pass a decree by allowing the application on 17.03.2020, but adjourned the case towards fulfilment of the



requirement of presenting the terms of compromise in proper format in terms of the Original Side Rules of this Court. But the said submission does not draw support from the e-mail exchanges. The e-mail dated 19.05.2020 was much after the proceedings of this Court, dated 17.03.2020. In the said e-mail, dated 19.05.2020, the Honourable Mediator has clearly said that the first respondent wanted further negotiation and also wanted discussion of properties in ECR Road, etc. Even in the earlier e-mail dated 11.03.2020, the Honourable Mediator has observed that there was still no meeting point between the parties and in that e-mail, the Honourable Mediator has suggested that the Court itself could initiate a dialogue and explore that the final settlement could be reached. When both the above e-mails from the Honourable Mediator himself clearly speak about disagreement on certain issues as between the parties, and yet, the present application is premised on an erroneous understanding of failing to come to terms with the fluid settlement not culminating in final agreement in terms of Rule 25 of the Tamil Nadu Mediation Rules, 2011.

35. The provisions of the CPC, particularly Section 89(2)(d), Rules 21, 24, 25 and 26 of the Tamil Nadu Mediation Rules, 2010, Order 23 Rule 3 of the CPC and also Sections 73 and 75 of the Arbitration and



Court is satisfied about the finality of the agreement or conciliation. On the other hand, contrarily, this Court is fully convinced that the draft settlement, dated 08.02.2020 remained as draft settlement only. No amount of persuasion or submission on the side of the applicants/plaintiffs could improve upon the tentative nature of the agreement, qua, the parties, as revealed and evident from the contents of the draft settlement, dated 08.02.2020 itself.

36. In the said circumstances, this Court has no hesitation in rejecting this application as being completely devoid of merits and substance.

37. Accordingly, this application stands dismissed. No costs.

Sd./-V.P.N.J

28/10/2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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