



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :23.11.2021

Coram:

THE HONOURABLE Mr.JUSTICE N.ANAND VENKATESH

Civil Suit No.714 of 2019
(Comm.Suit)

M/s.Drasis Software Solutions Private Limited
Rep.by ts Director M.B.Abdul Aziz
Having its registered office at embassy towers
55/8 Montieth Road
Egmore 600 008.

.. Plaintiff

/versus/

Mrs.Nilofer
W/o.Mr.Suhai basha
No.3/5, 8th Cross Lakshmi Road
Shanthi Nagar
Bangalore 560027.

..Defendant

Prayer: Civil Suit has been filed under Order VII Rule 1 C.P.C. Read with Order IV Rule 1 of O.S.Rules & Provision 1 to Section 7 of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015, praying to grant judgment and the decree in favour of the plaintiff:



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(A) Directing the defendant to pay the plaintiff a sum of Rs.21,20,000/- [Rupees Twenty one lakh Twenty thousand only] being the expenses incurred on developing the infrastructure for the business and advance amount along with interest at the rate of 24% per annum till the date of realization.

(B) Directing the defendant to pay 1,00,44,514/- [One Crore Forty Four Thousand Five Hundred and fourteen only] as compensation for the loss of good will of the company and the mental agony caused due to sudden closure of business.

(C) Order cost of the suit.

(D) Grant decree.

For Plaintiff : M/s.C.Sangamithirai

For Defendants : Mr.Mohammed Fazaz Ali

J U D G M E N T

This suit was filed seeking for the relief of damages and other consequential relief's

2. When the case was pending, taking into consideration the nature of grievance that was expressed by the plaintiff, this Court



directed both the parties to be present in order to attempt for a settlement between the parties. Both the parties came before this Court on 18.11.2021. This Court spoke with both the parties and suggested a settlement. The matter was thereafter posted for hearing on 22.11.2021.

3. When the matter was again taken up for hearing on 22.11.2021, this Court once again implored both the parties to settle the dispute amicably. Both the parties after some deliberations, agreed to settle the dispute and sought for sometime to file a memo of compromise before this Court.

4. When the matter was taken up for hearing today, the memo of compromise was filed and the same has been signed by both the parties and their respective counsel. The terms of the memo of compromise are extracted hereunder:

1. The Defendant pays to the Plaintiff a sum of Rs.10,00,000/- [Rupees Ten Lakhs Only] by way of demand drafts both favouring the Plaintiff '*Drasis Software Solutions (P) Ltd*' as follows.



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a.D.D dated 20.11.2021 for a sum of Rs.5,00,000/- [Rupees Five Lakhs Only] drawn on HDFC Bank bearing No."004242".

b.DD dated 22.11.2021 for a sum of Rs.5,00,000/- [Rupees Five lakhs Only] drawn on HDFC Bank bearing No.'017270'.

2.The Plaintiff hereby accepts the aforesaid Demand Drafts as full and final settlement towards all disputes pertaining the present suit and agrees for withdrawal of the suit forthwith in terms of the memorandum of compromise.

3.That the Plaintiff and the Defendant do not have any claims whatsoever as against each other and shall not initiate claim against each other in future in respect to the dispute pertaining the present suit.

4.That the Plaintiff hereby agrees to withdraw CC No.28 of 2021 pending on the file of II Metropolitan Magistrate, Egmore filed as against the Defendant on the next hearing date i.e., on 17.12.2021.

5.The Plaintiff has handed over the keys of the leased premises to the Defendant and the Defendant acknowledges receipt of the same.

6.The Plaintiff has already vacated the leased property and it does not have any articles or belongings at the leased premises.



7.The Plaintiff shall withdraw the security deposit of Rs.20,00,000/- [Rupees Twenty Lakhs Only] deposited in the account of the present suit.

8.The present memorandum shall be submitted in Court and a Decree on compromise shall be recorded.

5.The Demand Draft for a sum of Rs.10,00,000/- [Rupees Ten Lakhs only] was handed over by the defendant to the plaintiff. It is also seen from the memo of compromise that the plaintiff has already handed over the keys of the premises to the defendant.

6.During the pendency of the suit, the defendant had deposited a sum of Rs.20,00,000/- [Rupees Twenty Lakhs Only], which was the security deposit that was paid by the plaintiff to the defendant when the premises was leased out. On such deposit, the same has been transferred to the Nationalised Bank in the name of the Registrar General. In view of the compromise between the parties, the plaintiff will be permitted to withdraw the amount from the fixed deposit along with accrued interest. The plaintiff need not be driven back to this Court for withdrawing this amount by filing any formal application.



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This judgment is enough for the plaintiff to withdraw the fixed deposit along with accrued interest. By virtue of the withdrawal of the suit in terms of the Memorandum of Compromise, the plaintiff will be entitled for the refund of the entire court fees that was paid at the time of instituting the suit. The learned counsel for the plaintiff shall take appropriate steps to get the court fees refunded in the name of the plaintiff.

7. In view of the above, the suit is decreed in terms of the Memorandum of Compromise and the Memorandum of Compromise shall form part of the decree. Considering the facts and circumstances of the case, there shall be no order as to costs.

23.11.2021

KP

Internet: Yes

Index : Yes/No



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N.ANAND VENKATESH,J.
KP

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