



O.A.Nos.87 and 88 of 2022

O.A.Nos.87 and 88 of 2022

WEB COPY

M.SUNDAR, J

In the captioned applications Mr.S.Rajmakesh, learned counsel for applicant and Mr.V.Manisekaran, learned counsel for respondents are before this Court.

2. Captioned applications are listed under the cause list caption 'FOR REPORTING SETTLEMENT'.

3. Learned counsel on both sides submit that the parties have arrived at a settlement and have reduced the terms of settlement to a 'Joint Memo of Compromise dated 16.03.2022' [hereinafter 'said compromise memo' for sake of convenience and clarity]. A scanned reproduction of the said compromise memo is as follows:



O.A.Nos.87 and 88 of 2022

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)
Original Application No.87 and 88 of 2022

M/S.VIJAYALAKSHMI MARKETING,
A REGISTERED PARTNERSHIP FIRM,
REPRESENTED BY ITS PARTNER,
MR.N.RAJANBABU, HAVING ADDRESS
AT NO.90, V.R. ROAD, PEELAMEDU,
COIMBATORE - 641 004

Applicant

Vs

1.M/s.VISHNUPRIYA FARMS PRIVATE LIMITED,
REP.BY ITS PROMOTER DIRECTOR MR.S.DORAIRAJAN,
HAVING ITS OFFICE AT "RAMYAM",
1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

2.MR.S.DORAIRAJAN,
S/O LATE K.V.SRINIVASA
"RAMYAM", 1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

3.MRS.RAMADEVI DORAIRAJAN,
W/O.MR.S.DORAIRAJAN,
"RAMYAM", 1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

4.MRS.VATSALA DORAIRAJAN,
W/O.S. RAJHAGOPAL,
"RAMYAM", 1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

5.MR.PADMA DORAIRAJAN,
W/O.R.ASHWIN,
"RAMYAM", 1/169, SANNITHI STREET,

VIJAYALAKSHMI Marketing

Partner

Justice M. Indrakumar

Partner



O.A.Nos.87 and 88 of 2022

WEB COPY

SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

6. MR. L. MURALI,
S/O. LAKSHMI NARASHIMAN,
"RAMYAM", 1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

7. MR. R. VENKATESAN,
S/O. LATE RENGAN,
"RAMYAM", 1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

8. MR. V. S. SOWRIPALAN,
S/O. LATE V. S. SHESADRI,
"RAMYAM", 1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

9. MRS. M. SATHYAKALYANI,
W/O. MURALI KRISHNA,
"RAMYAM", 1/169, SANNITHI STREET,
SADAGOPAN NAGAR,
JALLADAMPET,
CHENNAI - 600 100

RESPONDENTS

JOINT MEMO OF COMPROMISE

The applicant and respondents submit as follows:

1. The above Applications have been filed by the applicant herein for

a). Restraining the 1st respondent from transferring, alienating or creating any third party rights or interest in the shares and debentures of Respondent No.1 company belonging to the respondents 2 to 9.

b). Restraining the respondent No.1 from transferring, alienating or creating any third party rights or interest in

for Vijayalakshmi Marketing

Partner

[Signature]

for Vijayalakshmi Marketing



O.A.Nos.87 and 88 of 2022

WEB COPY

the immovable properties situated in 402.7 acres in Nenmeni Village, Sattur Taluk and Virudhunagar District held by 1st respondent.

2. The 1st respondent rep.by authorized signatory Mr.S.Dorairajan(Ex Director) has entered into Memorandum of Understanding with the applicant herein on 03.08.2021 for transferring of assets and liabilities of the company and applicant is willing to acquire the assets and liabilities of M/s.Vishnupriya Farms Pvt., Ltd., (1st respondent herein) by way of selling company shares. The assets and liabilities including lands ad-measuring 402.7 acres situated in various survey numbers of Nenmeni Village, Sattur Taluk, Virudhunagar District.

3. By virtue of above understanding, the applicant has paid a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) to the 1st respondent by way of RTGS on 30.07.2021 towards the advance amount.

4. Now the applicant is willing to cancel the said Memorandum of Understanding entered with respondents dated 03.08.2021 and also accepted to receive back the payment of Rs.50,00,000/- from the 1st respondent. The 1st respondent rep.by its authorized signatory is willing to return it to the applicant by way of cheque No.040661 dated 12.03.2022 drawn on Indian Bank, Pallikaranai Branch, Chennai-600 100 on this day.

5. The applicant this day has received the aforesaid cheque from the respondents and further confirmed that he is cancelling the said MOU dated 03.08.2021 in this Joint Compromise Memo and accordingly it is terminated on the basis of cheque issued by 1st respondent.

Jayalakshmi Marketing
J. Stalin



O.A.Nos.87 and 88 of 2022

WEB COPY

6.The applicant further states that he will not claim any right or title or interest in the 1st respondent company in future including immovable properties of the 1st respondent and shall not initiate any proceedings viz., civil suits, Arbitration proceedings etc., as against respondents herein hereafter.

7.The applicant and respondents herein is willing to accept the above terms and conditions and both parties will not claim any rights for each other in future in this regard.

It is therefore prayed that this Hon'ble Court may be pleased to regard this memo and pass suitable orders in the above applications and may deem fit and proper and thus render justice.

Dated at Chennai this the 16th day March 2022.
For Vijayalakshmi Marketing

APPLICANT Partner

COUNSEL FOR APPLICANT

2nd RESPONDENT

COUNSEL FOR RESPONDENTS
No.2,3 AND 6



WEB COPY



O.A.Nos.87 and 88 of 2022

s List Case on 23/03/22
MSS Posting. 11
HIGH COURT :: MADRAS
(Ordinary Original Civil Jurisdiction)
Original Appln No.87 & 88 of

JOINT MEMO OF COMPROMISE

9013

RECEIVED
23 MAR 2022
SECTION
JUDICIAL SIDE MADRAS

M/s. - 2471/2005
S. RAJMAKESH - 707/1987.
V. MANISEKARAN -
S. BALASUBRAMANIAM -
APPLICANT/
COUNSEL FOR RESPONDENT 2, 3 & 6
PH.No. 95000 50582.
EMAIL: manisekaranvelan@gmail.co



O.A.Nos.87 and 88 of 2022

WEB COPY

4. Mr.N.Rajanbabu, Partner of M/s.Vijayalakshmi Marketing and Mr.S.Dorairajan (Son of Late K.V.Srinivasa) second respondent are before this Court. Aforementioned learned counsel identified the respective parties. This Court is informed that second respondent has the authority to represent the other respondents.

5. Both the aforementioned litigants submit that said Compromise Memo has been signed by them after having fully understood the contents of the same. They also submitted that an order in terms of said Compromise Memo may please be made by this Court.

6. Mr. N.Rajanbabu confirmed that a cheque dated 12.03.2022 bearing No.040661 drawn on Indian bank, Pallikaranai Branch, Chennai - 600 100 for a sum of Rs.50,00,000/- referred to in Paragraph 4 of said Compromise Memo has been since encashed. This is also recorded. *Inter alia* other terms of said Compromise Memo, both the litigants confirmed that they are aware that Memorandum of Understanding dated 03.08.2021 now stands effaced/cancelled.



WEB COPY



O.A.Nos.87 and 88 of 2022

M.SUNDAR.J.,

gpa

Captioned applications are disposed of in terms of aforementioned said Compromise Memo, which shall form part of this order. There shall be no order as to costs.

23.03.2022

gpa

O.A.Nos.87 and 88 of 2022