



C.S.No.168 of 2021
(Comm.Suit)

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 04.02.2022

Coram:

THE HONOURABLE MR JUSTICE N.ANAND VENKATESH

Civil Suit No.168 of 2021
(Comm.Suit)

M/s.Saint Gobain India Pvt. Ltd.,
Sigapi Achi Building Level-7,
18/3, Rukmani Lakshmipathi Road
Egmore, Chennai-600 008.
Represented by Mr.L.Venkateswaran
Team Leader - Finance & Company Secretary .. Plaintiff

.VS.

M/s.Maersk Line India Pvt. Ltd.,
3rd Floor, Prestige Palladium Bayan
Greams Road, Thousand Lights West
Chennai-600 006. ..Defendant

Prayer:

Civil Suit has been filed under Order VII Rule 1 C.P.C. 1908 read with Section 7 of Commercial Courts Act 2015 read with Order IV Rule 1 of O.S. Rules, 1956, pleaded to grant a judgment and decree on the following terms:-

a) Directing the defendant to pay the plaintiff a sum of Rs.2,65,34,728/- (Two Crores Sixty Five Lakhs Thirty Four Thousand



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and Seven Hundred and Twenty Eight Only) together with interest @ 18% per annum on Rs.2,31,05,052/- (Two Crores Thirty One Lakhs Five Thousand and Fifty Two Only) from the date of the plaint till date of full payment;

b) For costs of the suit;

For Plaintiff : Mr.Gupta and Ravi
For Defendant : Mr.P.Giridharan

J U D G M E N T

This suit was filed by the plaintiff seeking for recovery of money against the defendant.

2. During pendency of the suit, the parties were referred to Mediation Centre on the request made by either side, by an order dated 26.10.2021. Accordingly, both the parties went for mediation and in the mediation process, they were able to arrive at a settlement and a joint memo of compromise was filed before the Mediator.

3. The Mediator has submitted a mediation report along with joint memo of compromise entered into between the parties.



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4. The joint memo of compromise has been signed by both parties and their respective counsel.

5. Relevant portions in the joint memo of compromise are extracted hereunder:

'6

a) The defendant has agreed to make payment of a sum of US \$ 179,000 (US Dollars One Hundred and Seventy Nine Thousand Only) in full and final settlement of the claims of the plaintiff in C.S.No. (Comm) 168 of 2021. The parties hereto agree that the said amount will be paid by the defendant by way of discounts in respect of ocean freight payable by the plaintiff on export containers from India to various destinations.

b) The plaintiff and the defendant agree that the above mentioned amount will be settled by the defendant to the plaintiff only by giving a discount of US \$ 200 (US Dollar Two Hundred Only) per export container on the extant contracted rate, on the existent contracted rate, until the entire amount payable by the defendant is settled.

c) The defendant agrees to take best efforts to implement the above agreed terms from 1st February 2022 onwards and at any rate as expeditiously as possible to enable the discount to be entirely availed within the remaining tenure of the current contract



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between the parties.

d) The plaintiff and defendant agree that in the event that the entire discount is not availed within the current contract period, the parties hereto shall agree to an extension of the contract for such periods as may be necessary so that the entire amount payable by the defendant gets settled. The Freight Rates for the extended period will however be agreed to by the parties in June 2022, based on the then prevailing market rates and agreement between the parties.

e) It is agreed between the plaintiff and the defendant that upon entering into this Joint Memo of Compromise, in accordance with the above mentioned terms, the plaintiff will not have any further claims against the defendant and the suit shall be disposed off in terms of the present Joint Memo of Compromise. The plaintiff shall be entitled to refund of the Court Fees paid in the above suit.

f) This Joint Memo of Compromise reflects the entire understanding and agreement between the parties in respect of the subject matter of the present suit superseding all earlier correspondences, agreements, communications, notices including legal notices, claims, demands, etc.,

g) The signatories to this Joint Memo confirm that they have the necessary power, authority and competence to execute this Joint Memo of Compromise and bind the petitioner and respondent respectively.

7. The plaintiff and the defendant affirm that this Joint Memo of Compromise has only been entered in the interest of settling the matter amicably and the same should not be taken to be any admission of any



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6. In view of the above, the present Civil Suit is disposed of in terms of joint memo of compromise and the joint memo of compromise shall form part of the decree.

7. Since the suit has been compromised even before commencement of the trial, this Court is inclined to permit the plaintiff for refund of the entire Court fee paid by them. The learned counsel for the plaintiff shall file an appropriate memo and the entire Court fee shall be refunded. Consequently, connected applications are closed, if any. Considering the facts and circumstances of the case, there shall be no order as to costs.

04.02.2022

mk/nsa

Internet: Yes

Index : Yes/No

To

The Sub-Assistant Registrar,
Original Side, High Court,
Madras.



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N.ANAND VENKATESH,J.
mk/nsa

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