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C.S.(Comm.Div.) No.265 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.02.2022

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR
RAMAMOORTHY**

C.S.(Comm.Div.) No.265 of 2019

Hyundai Merchant Marine India Pvt. Ltd.,
Having its registered Office at
Ega Trade Centre, 3rd Floor,
Door No.318 (Old No.809),
Poonamalee High Road,
Kilpauk, Chennai 600 010
Rep by its Authorised Signatory
Mr.T.Chandrabhanu

... Plaintiff

vs.

1.Calyx Container Terminal Private Limited,
No.28, GNT Road, (NG 5), Puzhal Junction,
Kathirvedu Village, (Near Erattai Eri),
Chennai 600 066.
Rep by its Director.

2.Headwin Exim Private Limited,
Having its Registered Office at
No.116/2, 1st Floor,
11th Cross Street, Malleshwaram,
Bengaluru, Karnataka - 560 003.
Rep by its Director.



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3.M.K.Carbon,
No.506, 8th Main, 10th Cross,
Rajmahal Vilas, Extension,
Sadashiv Nagar, Bangalore - 560 080.

4.Ujwal International,
Old No.34, New No.58,
Jaffer Sarang Lane,
Room No.103, Rajaji Salai,
Chenna - 600 001.

5.Ningxia TLH Group Company Limited,
No.22, Bejing Road,
Yinchun, Ningxia, China
Rep by its Director.

6.Ningxia Wanboda Group Shares Company Limited,
No.552#, Fenghuang Street,
Yinchuan, Ningxia, China
Rep by its Director.

... Defendants

PRAYER: Plaintiff filed under and Order IV Rule 1 of the Original Side Rules Read with Order VII Rule 1 of Code of Civil Procedure 1908, as amended by the Commercial Courts Act prayed for Judgment and Decree:-

(a) For a sum of Rs.2,81,32,811/- together with interest at the rate of 18% per annum from the date of filing till the date of realization.



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WEB COPY (b) For costs of the present suit.

For Plaintiff : M/s.Deepika Murali

For Defendants : M/s.Bijai Sundar for D1

J U D G M E N T

The suit is filed for a judgment and decree jointly and severally against defendants 1, 2, 3 and 4 for a sum of Rs.2,81,32,811/- (Rupees Two Crores Eighty One Lakhs Thirty Two Thousand Eight Hundred and Eleven only) along with interest thereon at 18% per annum from the date of filing of the plaint till the date of realization.

2. The matter was referred for mediation to the Tamil Nadu Mediation and Conciliation Centre. The plaintiff and the first defendant participated in such mediation. The said parties arrived at a settlement and executed the Memorandum of Settlement and Understanding dated 27.01.2022. In terms



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thereof, the first defendant agreed to pay a sum of Rs.1,00,00,000/- (Rupees One Crore only) (the Settlement Sum) in full and final Settlement of the claims made by the plaintiff. Clause 11 of the Memorandum of Settlement and Understanding sets out the manner of discharge of the aforesaid Settlement Sum.

3. It appears that defendants 2 to 4 were set *ex parte* and defendants 5 and 6 did not participate in the mediation. The plaintiff is agreeable to the disposal of the suit in terms of the Memorandum of Settlement and Understanding.

4. Since the plaintiff agrees that it will have no claims against the other defendants, there is no impediment to the disposal of the suit in terms of the Memorandum of Settlement and Understanding.

5. Accordingly, C.S.(Comm.Div.) No.265 of 2019 is decreed in terms of the Memorandum of Settlement and Understanding dated 27.01.2022. The said Memorandum of Settlement and Understanding shall form an



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integral part of the decree. There shall be no order as to costs. The plaintiff

is entitled to a full refund of court fee since the dispute was settled before the

Mediation Centre.

11.02.2022

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Index : Yes / No

Internet : Yes / No



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SENTHILKUMAR RAMAMOORTHY,J

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