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C.S.No.543 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 24.01.2022

Coram:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.No.543 of 2018

Viceroy Exports (India) Pvt. Ltd.,
No.55/56, Bakir Abdul Hussain Mansion,
3rd Lane, North Beach Road, Chennai – 600 041.
represented by its Manager, Mr.Shijulal

... Plaintiff

vs.

1.Owners and Parties interested in the Vessels,
'M.V.MAERSK GANGES'
Presently within territorial waters of India, in Chennai Port Limits,
and rep. by her Master.

2.Maersk Line A/S,
Esplanaden 50, DK 1263 Copenhagen K,
Denmark.

... Defendants

Civil Suit filed under Order XLII Rule II of Madras High Court
Original Side Rules r/w Order VII Rule 1 of CPC praying:

(A) Let a Judgment and Decree for Rs.55,14,924.29 (Rupees fifty five lakhs fourteen thousand nine hundred and twenty four and twenty nine paise Only) be passed against the Defendants and further they be ordered/directed to pay the plaintiff the aforesaid amount with 12% interest on Rs.45,15,000/- from the date of suit till the date of payment and realization in full;



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(B) Let the 1st Defendant vessel 'M.V.MAERSK GANGES' be detained/arrested/restrained from sailing away from the Port limits of Chennai / Indian Territorial waters by an order of arrest / injunction, together with her hull, tackle, engine, machinery, spares, gear, apparel, paraphernalia, furniture, articles, things on board, etc.,

(C) That the 1st Defendant vessel 'M.V.MAERSK GANGES' be ordered and decreed to be sold through court and the amounts realized be directed to be paid to the Plaintiff towards the suit claim made in prayer (A) above.

(D) Award Cost of the suit.

For plaintiff : Mr.K.M.Anand

For Defendant 2 : Ms.Pavitra Venkateswaran for
M/s.Subhang P.Nair

J U D G E M E N T

Joint memo of compromise has been filed by both the parties under which the present suit has been amicably settled. The learned counsel for the plaintiff seeks permission of this court to withdraw this suit as settled out of Court.

2. The second defendant towards security during the pendency of this Suit, deposited a sum of Rs.55,14,924.19/- vide a Demand Draft dated



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17.09.2018 drawn in favour of the Registrar (General) of this Court. In view of the statement made in clause 4 of the Joint Memo of Compromise dated 21.01.2022, the second defendant has sought for payment out of the said sum of Rs.55,14,924.19/- together with accrued interest if any, which they are entitled to.

3. In terms of joint memo of compromise dated 21.01.2022, this suit is dismissed as settled out of court as the matter has been settled out of court. However, liberty is granted to the second defendant to file an appropriate payment out application for payment out of a sum of Rs.55,14,924.19/- which they had deposited to the credit of the suit by way of Demand Draft dated 17.09.2018 as the matter has been settled out of court.

24.01.2022

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Note: Registry is directed to refund the entire court fees to the plaintiff after making adjustments if any as the dispute has been settled out of court.

ABDUL QUDDHOSE, J



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