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C.S.(Comm.Div.)No.117 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.12.2022

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THE HONOURABLE MR.JUSTICE C.SARAVANAN

C.S.(Comm.Div.)No.117 of 2022

- 1.M/s.Pokarna Engineered Stone Limited,
No.105, Surya Towers, Sardar Patel Road,
Secunderabad, Telangana - 500 003
herein represented by their
Power Agent/Subrogee
M/s.Tata AIG General Insurance Company Limited,
Registered Office, Peninsula Business Park,
Tower A, 15th Floor, G.K.Marg,
Lower Parel, Mumbai - 400 013
also having Office at
Samson Towers, II Floor,
No.403 L, Pantheon Road,
Egmore, Chennai - 600 008.
Represented by its Principal Office/Vice President and
Zonal Head, claims Ms.Anuradha Ravi.
- 2.M/s.Tata AIG General Insurance Company Limited,
Registered Office, Peninsula Business Park,
Tower A, 15th Floor, G.K.Marg,
Lower Parel, Mumbai - 400 013
also having Office at
Samson Towers, II Floor,
No.403 L, Pantheon Road,
Egmore, Chennai - 600 008.
Represented by its Principal Office/Vice President and
Zonal Head, claims Ms.Anuradha Ravi. ... Plaintiffs



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Vs

1.M/s.CMA CGM S.A,
No.4, Quai d' Arenc-13002,
Marseille, France represented by their
Local steamer agents,
M/s.CMA CGM Global India Private Limited,
4th Floor, Sesachalam Centre,
No.636/1, Anna Salai,
Nandanam, Chennai - 600 035.
Represented by its Managing Director.

2.M/s.CMA CGM Global India Private Limited,
4th Floor, Sesachalam Centre,
No.636/1, Anna Salai,
Nandanam, Chennai - 600 035.
Represented by its Managing Director.

... Defendants

Prayer: This Civil Suit is filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure, 1908 and Section 7 of the Commercial Courts Act, 2015, prayed for a Judgment and Decree:-

a) the sum of Rs.1,82,08,118/- (Rupees one crore eighty two lakhs eight thousand one hundred and eighteen only) with interest thereon at 18% per annum from this date till payment in full, being a commercial cause;

b) the costs of this suit.



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For Plaintiffs : Mr.Nageswaran

For Defendants : Ms.Sharanya Vaidhiyanathan
for Mr.S.Raghunathan

JUDGMENT

Today when the matter is taken up for hearing, the learned Counsel for the plaintiffs and the defendants have filed a Joint Memo of Compromise recording the satisfaction of the suit claim and the settlement of *inter se* suit between the plaintiffs and the defendants.

2. The Joint Memo of Compromise dated 23.11.2022 had been forwarded to the Registry, in which, the Authorized Signatory of the Plaintiffs and the Proprietor of the Defendants have signed. It has also been signed by the learned Counsel for the plaintiffs and the defendants.

3. The terms of the Joint Memo of Compromise are as follows:-

“1.The Plaintiffs have agreed to receive a consolidated sum of Rs.38,23,705/- (Rupees Thirty-Eight Lakhs Twenty-Three Thousand Seven Hundred



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and Five Only) in full and final settlement of its Claim against the Defendants herein (hereinafter referred to as the Settlement amount), inclusive of costs.

2. The First Defendant hereby agrees and undertakes to remit the said sum of Rs.38,23,705/- (Rupees Thirty-Eight Lakhs Twenty-Three Thousand Seven Hundred and Five Only) to the Second Plaintiff, by directly remitting the said sum to the Bank account of TATA AIG General Insurance Company Private Limited with Fort, Mumbai branch of Deutsche Bank (branch code No.002), bearing current A/c.No.0525063000 with IFSC Code DEUT0784BBY SWIFT CODE DEUTINBBXXX within one week from the date of execution of this Joint Memorandum of Compromise.

3. The Parties hereby undertake that they shall have this Joint Memorandum of Compromise, duly signed by the Authorised Representative of the Second Plaintiff on behalf of both the Plaintiffs and the Power of Attorney Agent of the First Defendant on behalf of both the Defendants be filed before the Mediation Centre of this Hon'ble Court/Hon'ble Madras High Court, upon receipt of the settlement amount in the manner aforesaid, and report



settlement before this Hon'ble Court only pursuant to which the Suit would be withdrawn as settled out of Court.

4. Upon the execution of Memorandum of Compromise and the payment of Rs.38,23,705/- (Rupees Thirty-Eight Lakhs Twenty-Three Thousand Seven Hundred and Five Only) by the First Defendant in the manner aforesaid, the Plaintiffs and Defendants shall have no further claim(s) against each other either in respect of the cargo carried by the First Defendant under Bill of Lading No.GEN 1025903 dated 9th June, 2019 issued by Genoa, and/or in any manner whatsoever.

5. The Plaintiffs affirm and undertake that they shall not press this claim and/or any other claim that may arise in relation to this Suit and/or in connection thereof, against the Defendants or their successors and interests including CMA CGM Agencies (India) Private Limited.

6. The terms and conditions herein contained herein shall be final and binding as between the Parties herein.

7. The Plaintiffs herein pray that consequent to the settlement of the above Suit, the Second Plaintiff



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may be granted refund of the full Court Fee paid on the Plaint and a direction in relation to the same may be passed by this Hon'ble Court.

8. The parties shall bear the respective costs.”

4. Since both the parties have agreed to the terms of the Joint Memo of Compromise, the same is recorded and accordingly this Civil Suit is decreed. No costs. The Joint Memo of Compromise shall form part of the decree.

5. Considering the fact that the trial has not been commenced and no issues have been framed, I am inclined to order refund of the Court Fee in terms of Section 69 A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955. Registry is therefore directed to refund the Court Fee to the Plaintiffs after due adjustments, in accordance with the Rules.

08.12.2022

Internet : Yes / No

Index : Yes / No



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Speaking Order/Non-Speaking Order

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C.SARAVANAN, J.

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