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C.S.(Comm. Div.)No.201 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 14.11.2022

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.(Comm. Div.)No.201 of 2022

and

A.No.4103 of 2022

in

C.S.(Comm. Div.)No.201 of 2022

M/s.Skillplus Infra Private Limited
Rep. by its Chief Operating Officer
Mr.Vamsi Krishna Gandavaram
registered office at
No.16/21, Second Floor, Cenotaph Road
First Street, Alwarpet, Chennai-600 018.

.. Plaintiff

Vs.

M/s.Sri Saravana Constructions
Rep. by its Directors
Registered office at No.153, Lakshmipuram,
Palani-624 601.

.. Defendant

This Civil Suit is preferred, under Order IV, Rule 1 of the Original
Side Rules read with Order VII Rule 1 of CPC praying

(a) Directing the defendant to pay an amount of Rs.2,31,69,900/-
(Rupees Two Crores Thirty One Lakhs Sixty Nine Thousand Nine
Hundred Only) along with interest at 24% per annum on the principle



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amount of Rs.2,31,69,900/- (Rupees Two Crores Thirty One Lakhs Sixty Nine Thousand Nine Hundred Only) from the date of plaint till the date of realization;

(b) Directing the defendant to pay the costs of the suit;

For Plaintiff : Ms.Thanga Vadhana Balakrishnan
For Defendant : Mr.S.R.Sundar

J U D G M E N T

Captioned suit is listed under the cause list caption 'FOR REPORTING SETTLEMENT'.

2. Ms.Thanga Vadhana Balakrishnan, learned counsel on record for sole plaintiff and Mr.S.R.Sundar, along with Mr.S.Bhargavan, learned counsel on record for sole defendant are before this Commercial Division.

3. Both learned counsel submit that *lis* was placed before 'Tamil Nadu Mediation and Conciliation Centre under the aegis of this Court' [hereinafter 'TNMCC' for the sake of brevity], *lis* has since been settled and compromise agreement dated 03.11.2022 has been entered into



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between the parties.

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4. Mediation report placed before this Commercial Division shows that referral to mediation was on 14.10.2022 and after three mediation sessions, a compromise agreement i.e., 'Mediated Settlement Agreement dated 03.11.2022' [hereinafter 'said agreement' for the sake of convenience and clarity] has been entered into.

5. Both learned counsel, advertng to said agreement request for a compromise decree in the captioned suit in terms of said agreement.

6. A scanned reproduction of letter dated 04.11.2022 from TNMCC under cover of which, the aforementioned mediation report and said agreement have been sent to this Commercial Division are as follows:



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Recd. No. 6676/2023

Mediation File No.: 729/2022 Date: 04/11/2022

From:
R.Jeyanthi, B.A., B.A.L.,
Assistant Registrar,
Tamil Nadu Mediation and Conciliation Centre,
High Court, Madras.

To:
The Assistant Registrar (A.S./D.S./Writs/Ext.Side)
High Court, Madras.

Sir / Madam,

Sub: Tamil Nadu Mediation and Conciliation Centre, High Court,
Madras. Case in A.No. 4103/2022 is
C.S.(Comm.Div.) No. 201/2022
Referred by Hon'ble Court for Mediation - ~~Not~~ Settled -
Mediator's Report - Forwarding of - Reg.

Ref: Copy of the Referral Order dated 11/10/2022 - received on 14/10/2022.

I am enclosing herewith the Mediation Report in the above referred case.

The receipt of this letter along with papers may be acknowledged.

Yours faithfully,

R. Jeyanthi 26/11/2022
ASSTANT REGISTRAR (TNMCC)

Encl:
1) Mediation Report
2) Settlement Agreement



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**TAMIL NADU MEDIATION AND CONCILIATION CENTRE (TNMCC),
HIGH COURT, MADRAS**

MEDIATION REPORT

Mediation File No. : 790/22

Court Case No. : C.S. (Comm. Div.) No. 201/22
2 A NO 4103/22

Referred By : Hon'ble Justice M. Sundar

Date of Referral : 14.10.22

Name of the Mediator : Vijayakumari Radhakrishnan

Dates of Mediation Sessions : 17.10.22; 31.10.22 & 3.11.22

Name of the Petitioner(s) : M/s. Skill Plus Infra (P) Ltd

Name of the Respondent(s) : M/s. Sri Saravanan Construction.

Counsel for Petitioner(s) : M/s. Thangakudhan Balakrishnan.

Counsel for Respondent(s) : Mr. S. Bhargavan

1. Mediation completed. Agreement enclosed. ✓
or
2. Mediation completed. No agreement was reached.
or
3. Parties were not willing to participate in the mediation.

Dated: 3.11.22.


Signature of the Mediator



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IN THE HIGH COURT OF JUDICATURE AT CHENNAI
(Ordinary Original Civil Jurisdiction)

C.S. (Comm Div) No. 201/ 2022



M/s. SKILLPLUS INFRA PRIVATE LIMITED
Reptd. by its Chief Operating Officer
Mr.Vamsi Krishna Gandavaram
Registered office at
No. 16/21, Second Floor, Cenotaph Road
First Street, Alwarpet, Chennai - 600 018.

....Plaintiff

-Vs-

M/s. SRI SARAVANA CONSTRUCTIONS
Reptd. by its Directors,
Registered Office at,
No.153, Lakshmipuram,
Palani - 624601.

....Defendant

MEDIATED SETTLEMENT AGREEMENT

The parties hereto agree that this Civil Suit and all related claims and controversies between them are hereby settled in accordance with the following terms:

1. The parties acknowledge that bona fide disputes and controversies exist between them, and they desire to compromise and settle all claims and causes of action of any kind whatsoever which the parties may have arising out of the transaction or occurrence which is the subject of this litigation as below.
2. We, [1] VAMSI KRISHNA GANDAVARAM aged 36 years, the Chief Operating Officer of M/s. Skillplus Infra Private Limited, having its registered Office at No. 16/21, Second Floor, Cenotaph Road, First Street,

PLAINTIFF/FIRST PARTY
For SKILLPLUS INFRA PRIVATE LIMITED

Authorized Signatory

DEFENDANT/SECOND PARTY

Managing Partner



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..2..

Alwarpet, Chennai - 600 018 and (2) A.K.SARAVANAN aged 36 years, Partner at Sri Saravana Constructions, holding office at No.153, Lakshmiapuram, Palani - 624601, do hereby solemnly affirm and humbly submit as hereunder:

3. That we are the Deponents herein and the Plaintiff and Defendant in the above Suit, as such we are well acquainted with the facts of the case and thus enter into this Agreement which is amicably settled.

4. We submit that, the first of us namely the Plaintiff herein has instituted the above suit for recovery of the amount due and payable from the second of us namely the Defendant for a sum of Rs. 2,31,69,900/- (Rupees two crores thirty one lakhs sixty nine thousand nine hundred only).

5. We submit that, on 11.10.2022 while the suit came up for hearing the Second of us proposed for a settlement which was agreed by the first of us, as a result of which the Hon'ble Court was pleased to refer the matter to Mediation returnable by 09.11.2022.

6. We submit that, on 17.10.2022 both of us appeared before the Mediation centre and ventilated our grievances; the second of us proposed my intention to settle the claim amount and sought 10 months time for the same and the case was re-posted to 31.10.2022 for a second sitting of settlement talks. On 31.10.2022 both of us entered into an agreement of Compromise and the Second of us agreed to settle an amount of Rs.2,40,00,000/- (Two Crores and forty lakhs only) including the interest payable in four instalments as full and final settlement to the Plaintiff as mentioned below:

PLAINTIFF/FIRST PARTY

For GILLIUG INFRA PVT LIMITED


Authorized Signatory

DEFENDANT/SECOND PARTY

For Sri Saravana Constructions Pvt Ltd


Authorized Signatory



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Installment No.	Date	Amount to be paid
1.	12.11.2022	Rs.25,00,000/-
2.	12.02.2023	Rs.71,66,667/-
3.	12.05.2023	Rs.71,66,667/-
4.	12.09.2023	Rs.71,66,666/-

7. The above mentioned schedule would be stringently followed by the both of us and the payments to be made either through online RTGS made or through issuance of Cheque towards the below mentioned Beneficiary Bank Account Details.

Beneficiary Name : Skillplus Infra Private Limited
Bank Name : Karur Vysya Bank
Bank Branch : Mylapore
Bank Account No : 1156135000008076
IFSC Code : KVEL0001156
Account Type : Current Account

8. We also make it clear that, in the interest of encouraging faster settlement, the second of us/Defendant is eligible for concession on agreed settlement amount at the instance of payment in advance before the above scheduled dates as per below terms

a) A concession of Rs.7,00,000/- on the agreed settlement amount shall be provided to the second of us/Defendant, if the Installment

PLAINTIFF/FIRST PARTY
For SKILLPLUS INFRA PRIVATE LIMITED
[Signature]
Signatory

DEFENDANT/SECOND PARTY
For Sri Saravani Constructions
[Signature]
Managing Partner



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No.2, Installment No.3 and Installment No.4 are paid along with, or prior to Installment No.1 i.e., on 12.11.2022.

b) A concession of Rs.5,00,000/- on the agreed settlement amount shall be provided to the second of us/Defendant, if the Installment No.3 and Installment No.4 are paid along with, or prior to Installment No.2 i.e., on 12.02.2023.

c) A concession of Rs.3,00,000/- on the agreed settlement amount shall be provided to the second of us/Defendant, if the Installment No.4 is paid along with, or prior to Installment No.3 i.e., on 12.05.2023.

d) No concession on the agreed settlement amount shall be provided to the second of us/Defendant, if the payments are made as per Para - 6 of this Mediated Settlement Agreement.

We hereby amicably agree that this mediation agreement is binding on both of us and is not subject to revocation by any party, Verified and signed on the 3rd day of November 2022 before the learned mediator at the mediation centre at Chennai.

PLAINTIFF/FIRST PARTY

M. SKILLPLUS INFRA PRIVATE LIMITED


Authorized Signatory
M. SKILLPLUS INFRA PRIVATE LIMITED

DEFENDANT/SECOND PARTY

For Sri Saravana Constructions

OSTRAKITECH PRIVATE LIMITED

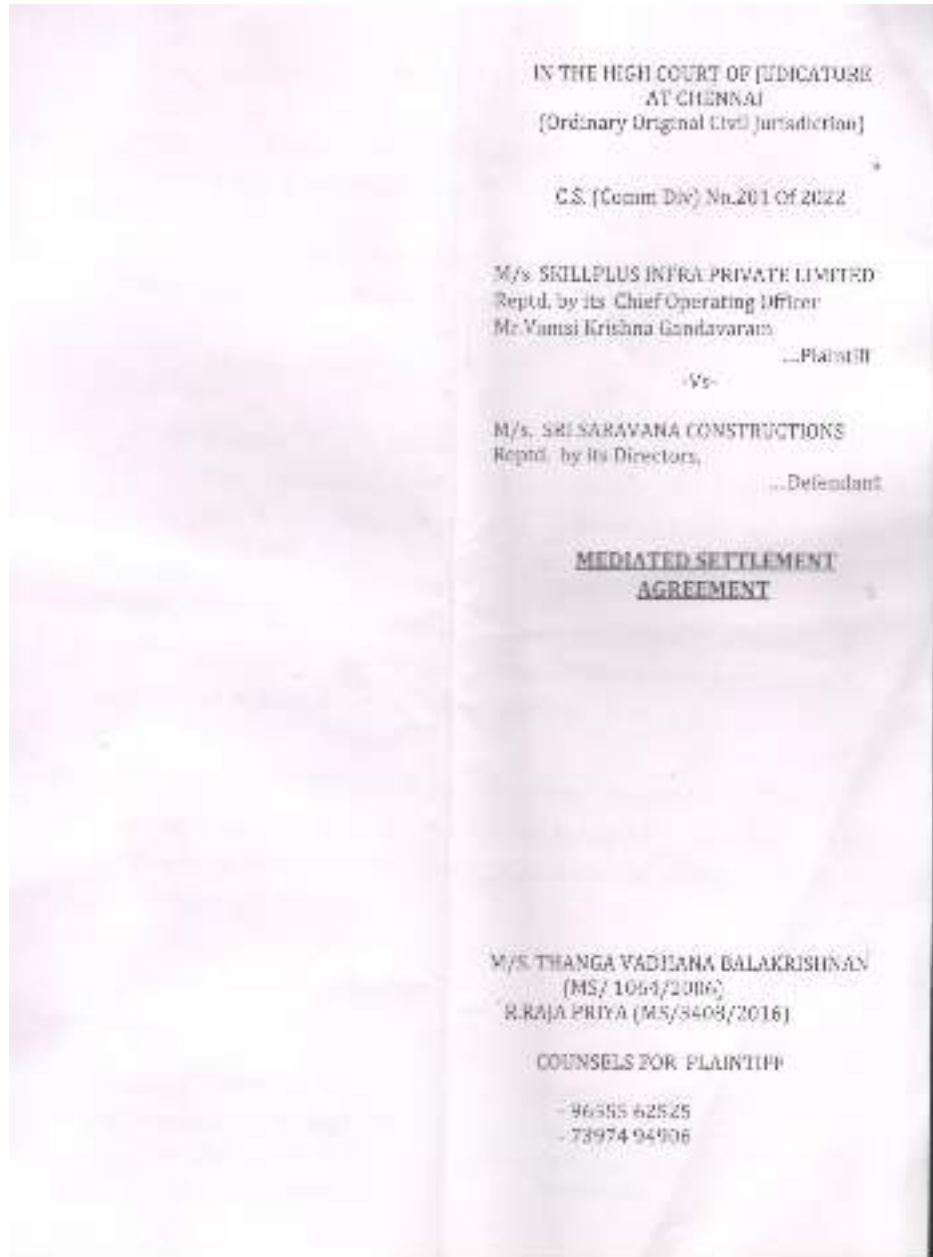
Managing Partner



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7. Both the learned counsel before this Commercial Division, advertng to said agreement submit that the same was signed in the presence of each other and on that basis, seek dispensing with the



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presence of parties for recording memo of compromise. Considering the nature of the matter and the fact that both parties have signed said agreement in the presence of each other before TNMCC, this request is acceded to.

8. Be that as it may, vide separate order in A.No.4917 of 2022 in C.S.(Comm. Div.)No.201 of 2022, amendment to the plaint has been permitted and plaintiff counsel has been granted two weeks time to carry out necessary and consequential amendment. Registry shall issue judgment and decree only after incorporation of amendment i.e., after 28.11.2022.

9. In the light of the narrative thus far, captioned suit is decreed in terms of said agreement which shall form part of judgment and decree. There shall be no order as to costs. Consequently, connected application is closed.

14.11.2022
(1/2)

Index : Yes/No
Speaking/Non-speaking order
mk



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M.SUNDAR, J.

mk

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14.11.2022

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