



O.A.No.693 of 2021

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WEB CO **M.SUNDAR, J.,**

Mr.Arun Karthik Mohan, learned counsel for sole applicant and Ms.Disha Jain, learned counsel representing Mr.Rahul Balaji, counsel on record for lone respondent are before this Court.

2. Aforementioned learned counsel on both sides submit that the captioned matter has been settled out of Court as between the parties.

3. Learned counsel for applicant has filed a memo dated 04.04.2022 in this Court and a scanned reproduction of the same (together with docket) is as follows:

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Original Civil Jurisdiction)
O.A No. 693 of 2021

Vestas Wind Technology India Private
Limited

...Applicant

Versus

The Ramco Cement Limited

...Respondent

MEMO ON BEHALF OF THE APPLICANT

MOST RESPECTFULLY SUBMITTED THAT:

1. Pursuant to negotiations between the parties, the disputes forming subject matter of the captioned application have been settled in terms of Settlement Agreement dated 29.03.2022.
2. It is therefore humbly prayed that this Hon'ble Court be pleased to record the above submission and permit the Applicant to withdraw the captioned Application as settled out of court.

Dated at Chennai on this the 4th day of April, 2022


COUNSEL FOR THE APPLICANT



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IN THE HIGH COURT OF
JUDICATURE AT MADRAS
(Original Civil Jurisdiction)
O.A No. 693 of 2021

Vestas Wind Technology India Pvt. Ltd.

...Applicant

Versus

The Ramco Cements Ltd.

...Respondent

MEMO ON BEHALF OF THE
APPLICANT



ARUN KARTHIK MOHAN
SUHRITH PARTHASARATHY
ASHWINI VAIDIALINGAM SITHARA
SARANGAN
AMRITHA SATHYAJITH
COUNSEL FOR THE PETITIONERS
Mob: 9884113886



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4. The contents of the aforementioned memo filed by the applicant is not disputed by the respondent.

5. Learned counsel for applicant submits that the matter is withdrawn as settled out of Court and seeks for refund of Court fee.

6. This takes this Court to Section 69-A of 'The Tamil Nadu Court-Fees and Suits Valuation Act, 1955 (Tamil Nadu Act XIV of 1955)' [hereinafter 'TN Court Fees Act' for brevity and convenience] which reads as follows:

'Section 69-A. Refund on Settlement of disputes under Section 89 of Code of Civil Procedure:

Where the Court refers the parties to the suit to any of the modes of settlement of dispute referred to in Section 89 of the Code of Civil Procedure, 1908 (Central Act V of 1908), the fee paid shall be refunded upon such reference. Such refund need not await for settlement of the dispute.'

7. Aforementioned 69-A of TN Court Fees Act takes us to Section 89 of 'Code of Civil Procedure, 1908' [hereinafter 'CPC' for the sake of convenience and clarity] which reads as follows:



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'89. Settlement of disputes outside the Court.-

(1) Where it appears to the court that there exist elements of a settlement which may be acceptable to the parties, the court shall formulate the terms of settlement and give them to the parties for their observations and after receiving the observation of the parties, the court may reformulate the terms of a possible settlement and refer the same for—

(a) arbitration;

(b) conciliation

(c) judicial settlement including settlement through Lok Adalat; or

(d) mediation.

(2) Where a dispute has been referred—

(a) for arbitration or conciliation, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply as if the proceedings for arbitration or conciliation were referred for settlement under the provisions of that Act.

(b) to Lok Adalat, the court shall refer the same to the Lok Adalat in accordance with the provisions of sub-section (1) of section 20 of the Legal Services Authority Act, 1987 (39 of 1987) and all other provisions of that Act shall apply in respect of the dispute so referred to the Lok Adalat;

(c) for judicial settlement, the court shall refer the same to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the provisions of the Legal Services Authority Act, 1987 (39 of



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1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;

(d) for mediation, the court shall effect a compromise between the parties and shall follow such procedure as may be prescribed.'

8. Though it is a out of Court settlement i.e., settlement is not by way of one of the modes adumbrated in Section 89 of the Code of Civil Procedure, 1908 (Central Act V of 1908) [hereinafter 'CPC' for the sake of brevity], Hon'ble Supreme Court in ***High Court of Judicature at Madras, represented by its Registrar General Vs. M.C.Subramaniam and others*** reported in ***(2021) 3 SCC 560*** has held that even in cases where settlement is not by way of one of the modes adumbrated in Section 89 of CPC, a party will be entitled to refund of Court fee under Section 69-A of TN Court Fees Act. Excerpted portion of ***M.C.Subramaniam*** case is as follows:

'25. Thus, even though a strict construction of the terms of Section 89 CPC and Section 69-A of the 1955 Act may not encompass such private negotiations and settlements between the parties, we emphasise that the participants in such settlements will be entitled to the same benefits as those who



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have been referred to explore alternate dispute settlement methods under Section 89 CPC. Indeed, we find it puzzling that the petitioner should be so vehemently opposed to granting such benefit. Though the Registry/State Government will be losing a one-time court fee in the short term, they will be saved the expense and opportunity cost of managing an endless cycle of litigation in the long term. It is therefore in their own interest to allow Respondent 1's claim.

26. Thus, in our view, the High Court was correct in holding that Section 89 CPC and Section 69-A of the 1955 Act be interpreted liberally. In view of this broad purposive construction, we affirm the High Court's conclusion, and hold that Section 89 CPC shall cover, and the benefit of Section 69-A of the 1955 Act shall also extend to all methods of out-of-court dispute settlement between parties that the Court subsequently finds to have been legally arrived at. This would, thus, cover the present controversy, wherein a private settlement was arrived at, and a memo to withdraw the appeal was filed before the High Court. In such a case as well, the appellant i.e. Respondent 1 herein would be entitled to refund of court fee.'

9. In the light of the aforementioned **M.C.Subramaniam** principle, captioned application is dismissed as withdrawn having been settled out of Court.



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10. Registry is directed to process refund of Court fee to the applicant subject to standard deductions, if any, by following the procedure in this regard and the refund shall be made by way of an instrument drawn in favour of applicant-Company.

05.04.2022

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