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C.S(Comm. Div.)No.93 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: **28.10.2022**

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S(Comm. Div.)No.93 of 2021

and

A.No.4219 of 2021

in

C.S(Comm. Div.)No.93 of 2021

M/s.ABCO Leathers International Pvt. Ltd.,
Rep. by its Aurtherized Representative
Mr.K.Syed Mohammed Bilal
No.702/2, M.B.T. Road Cross
Ranipet - 632 401.

.. Plaintiff

Vs.

1. M/s.Classy Leather Company
Represented by its Partner
No.36, Covelong Muhu Street
Periamet, Chennai-600 003.
2. Mr.Timiri Mohammed Haneef
Partner
M/s.Classy Leather Company
No.36, Covelong Muhu Street
Periamet, Chennai-600 003.
3. Mr.Timiri Mohammed Asif
Partner
M/s.Classy Leather Company
No.36, Covelong Muhu Street



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Periamet, Chennai-600 003.

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4. Mr.Timiri Mohammed Haneef Mohameed Ibrahim
Partner
M/s.Classy Leather Company
No.36, Covelong Muhu Street
Periamet, Chennai-600 003.

.. Defendants

This Civil Suit is preferred, under Section 7 of Commercial Courts Act, 2015, Order IV Rule 1 of Original Side Rules read with Order VII, Rule 1 of Civil Procedure Code, praying

(a) Directing all the defendants to pay to the plaintiff to a sum of Rs.1,14,01,946/- from the date of the plaint and future interest @ 24% per annum till the date of realization;

(b) Directing the defendant to pay the cost of this suit to the plaintiff;

For Plaintiff	:	Mr.R.Abhinandan
For Defendants	:	Mr.A.Palaniappan

J U D G M E N T

Captioned suit and captioned application have been listed under the cause list caption 'FOR RECORDING MEMO OF COMPROMISE'.

2. This judgment / decree and order will dispose of the captioned suit and application.

3. In this judgment, parties shall be referred to by their respective



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ranks in the main suit for the sake of convenience and clarity.

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4. Mr.R.Abhinandan, learned counsel on record for sole plaintiff and Mr.A.Palaniappan, learned counsel on record for all four defendants are before this Commercial Division.

5. Hon'ble predecessor Judge in and by proceedings made in the previous listing on 27.06.2022 had referred the captioned matter to 'Tamil Nadu Mediation and Conciliation Centre under the aegis of this Court' [hereinafter 'TNMCC' for the sake of brevity] and the same reads as follows:

'Both parties state that efforts are being made for a revised settlement by re-visiting the schedule of payments. It is also requested that the matter be posted before the Mediation Centre annexed to this Court for such purpose. List the matter before the Mediation Centre. Since this is the second round of Mediation, the same Mediator may be requested to take up the Mediation.'

2. List the matter before this Court upon receipt of the report from the Mediation Centre.'

6. Pursuant to the aforementioned proceedings made by Hon'ble predecessor Judge, TNMCC has conducted mediation and sent a mediation report dated 29.09.2022. The mediation report and enclosed 'memorandum of compromise dated 29.09.2022' [hereinafter 'said MOC']



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for the sake of convenience and clarity] together with docket and letter dated 20.10.2022 under cover of which the same has been sent to this Commercial Division are as follows:

Ref: 6590/2022

Mediation File No: 386/h1

Date: 20/10/22

From

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

To

The Assistant Registrar (C.S./Commercial Side)
High Court, Madras.

Sr / Madam,

Re: Tamil Nadu Mediation and Conciliation Centre, High Court,
Madras - Case in A. no. 1219/2021 in C.S. (Comm. Div.)
no. 93/2021
Referred by Hon'ble Court for Mediation - ~~not~~ settled -
Mediator's Report - Forwarding of - Reg.

Ref: Copy of the Referral Order, dated 13/12/21, received on 20/12/21

Enclosing herewith the Mediation Report in the above referred case.

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

Yours faithfully,

A. S. Jeyarathi
ASSISTANT REGISTRAR (TNMCC)

Encl:

1. Mediation Report

2. memorandum of compromise



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

MEDIATION REPORT

Mediation File No. : 386/2021

Court Case No. : C.S. (Comm. Div.) No. 93/2021

Referred By : Hon'ble Mr. JUSTICE
Hon'ble Mr. SURESH
13/12/2021

Date of Referral : 13/12/2021

Name of the Mediator : T-SAT KRISHNAN

Dates of Mediation Sessions : 20/12/21, 28/12/21, 11/1/22, 21/1/22, 27/1/22,
28/1/22, 4/2/22, 14/2/22, 25/2/22, 1/3/22,
25/3/22, 1/4/22, 28/4/22

Name of the Petitioner(s) : M/s. ABC Leather Industries Pvt. Ltd.

Name of the Respondent(s) : M/s. Chamy Leather Company

Counsel for Petitioner(s) : S. Anil Kumar

Counsel for Respondent(s) : B. P. Srinivasan

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

Date: 22/3/22

Signature of the Mediator



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

C.S.(Comm.Div.) No. 93 of 2021

M/s. ABCO Leathers International Pvt. Ltd.,
Rep. by its Authorized Representative,
Mr.K. Syed Mohammed Bilel,
No. 702/2, M.B.T. Road Cross,
Ranipet-632401.

Plaintiff

1. M/s. Classy Leather Company,
Represented by its Partner,
No.35, Covelong Mulu Street,
Perambur, Chennai - 600 003.

2. Mr. Tahir Mohammed Hanaf,
Partner,
M/s. Classy Leather Company,
No.35, Covelong Mulu Street,
Perambur, Chennai - 600 003.

3. Mr. Tahir Mohammed Asif,
Partner,
M/s. Classy Leather Company,
No.35, Covelong Mulu Street,
Perambur, Chennai - 600 003.

4. Mr. Tahir Mohammed Hanaf Mohammed Ibrahim,
Partner,
M/s. Classy Leather Company,
No.35, Covelong Mulu Street,
Perambur, Chennai - 600 003.

Defendants

THE MEMORANDUM OF COMPROMISE ARRIVED BETWEEN THE PLAINTIFF AND
THE DEFENDANTS IN RESPECT OF THE AFORESAID SUIT BEFORE THE MEDIATION
CENTRE.

It is submitted by the plaintiff and the defendants as follows:-

The plaintiff and the defendants herein arrived at a memorandum of compromise
before the mediation Centre in the presence of the respective counsels and the
terms of the compromise is sought to be recorded for the purpose of compliance by
the defendant according to the compromise arrived.

For ABCO Leathers International Pvt. Ltd.
Authorized Signatory

For CLASSY LEATHER COMPANY
PARTNER

20 OCT 2022



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1. The Plaintiff has filed the aforesaid suit seeking for the following reliefs as against the defendants:-

- (a) directing that all the defendants to pay to the Plaintiff to a sum of Rs.1,14,01,940/- from the date of the Plaint and future interest @ 24% per annum till the date of realization;
- (b) directing the defendants to pay to the cost of the suit to the Plaintiff and
- (c) To grant relief or such other reliefs as this Hon'ble Court may deem fit and proper in the circumstance of the case and thus render Justice.

2. That the defendants have agreed to pay the amount constituting the amount reflecting the purchase of goods and materials in a phased manner as per the payment schedule annexed hereto.

3. It is hereby expressly agreed and admitted that an outstanding amount of Rs.53,97,537/- that constitute the total amount due and payable by the defendants to the plaintiff in respect of the aforesaid suit claim and there shall not be any other claim made by the plaintiff as stated in the suit.

4. That the defendants have paid after filing of the aforesaid suit a sum of Rs. 30,00,000/- which is acknowledged by the plaintiff pertaining to the aforesaid admitted amount of Rs.63,07,937/-. The balance amount due and payable by the defendants to the plaintiff is Rs. 32,97,937/-. At the time of executing the compromise herein, the defendants have paid a sum of Rs. 2,00,000/- as paid by the defendants to the plaintiff on 28/09/2022. The total balance amount due and payable by the defendants to the plaintiff in respect of the admitted amount is Rs. 31,97,937/-.

5. The defendants hereby agreed to pay the aforesaid amount of Rs. 31,97,937/- constituting the amount due and payable by the defendants to the plaintiff in the following manner:

- (i) that the defendants shall pay a sum of Rs. 3,00,000/- every month for 6 months period on or before the 1st of every English calendar month commencing from November 2022 to July 2023 (9 installments) a sum of Rs. 27,00,000/-.

For CLASS LEATHER INTERNATIONAL PVT. LTD.
Authorized Signatory

For CLASS LEATHER COMPANY
Authorized Signatory



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(2) on or before 1st of August 2023 a sum of RS. 4,97,937/- shall be paid by the defendants to the plaintiff. Thus in all a total sum of Rs. 31,97,937/- shall be paid by the defendants to the plaintiff in the aforesaid manner without any default or evasion of payment within the aforesaid stipulated time.

6. That the defendants shall make the payment as stipulated in the schedule without seeking for extension of time.

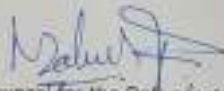
7. That in the event of the defendant not effecting payment of amount the schedule hereunder for, the plaintiff is entitled to get the decree in respect of the aforesaid admitted amount upon adjusting the already made payments in respect of the said amount in accordance with this compromise.

8. That the aforesaid compromise shall be recorded in the aforesaid suit and the compromise, hereinafter arrived between the plaintiff and the defendants shall be forming a part of the compromise decree to be passed by the Honble High Court in the aforesaid suit.

9. That this compromise sought to be entered into between the ^{3rd} ~~4th~~ defendant that the plaintiff and the said the undertaking given by the ^{2nd} ~~4th~~ defendant in terms of this compromise shall be binding on all the other defendants.

Dated at Chennai on this the 29th day of September 2022.

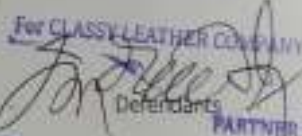

Counsel for the plaintiff


Counsel for the Defendants



For ABCO Leathers International Pvt. Ltd.

Authorized Signatory

For CLASSY LEATHER COMPANY

Defendants
PARTNER

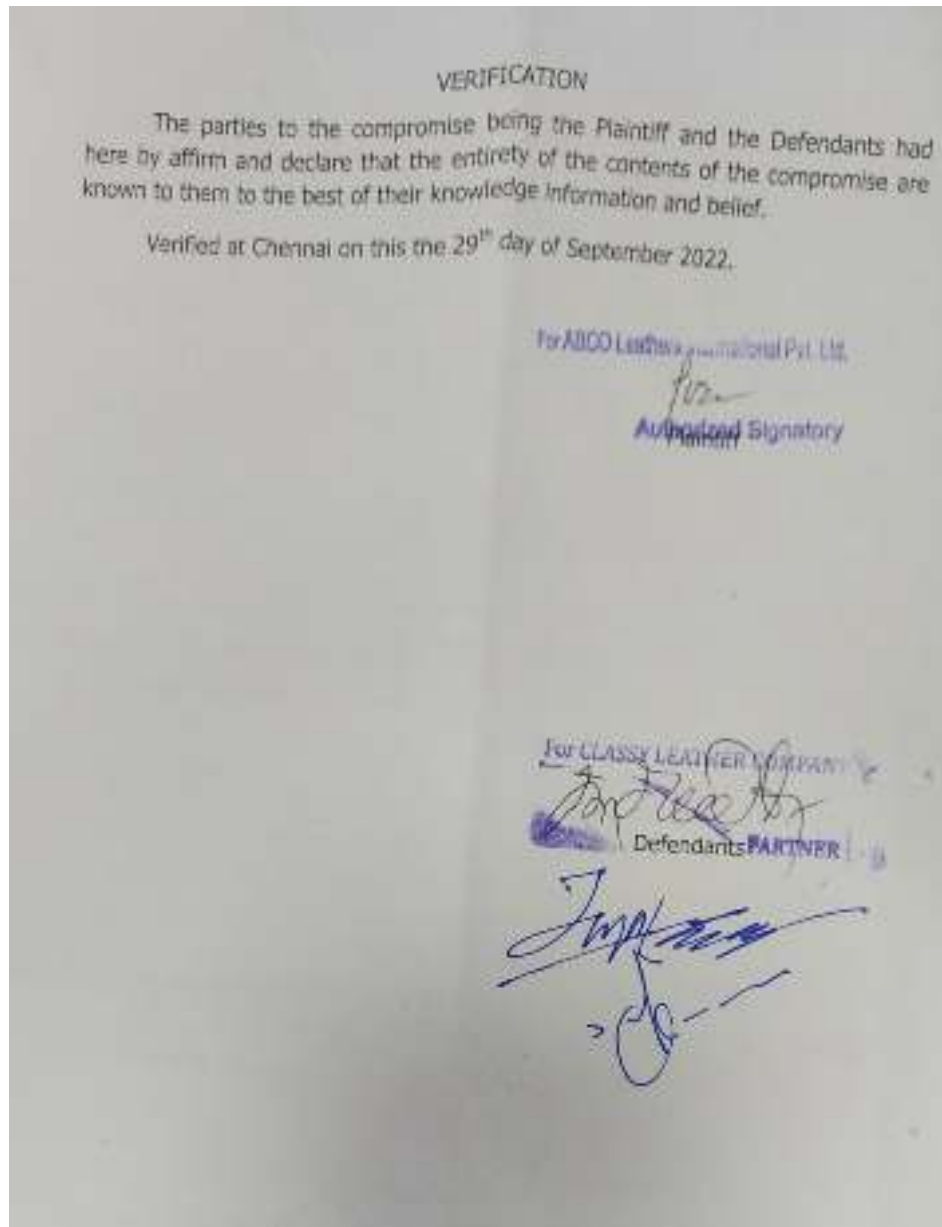




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IN THE HIGH COURT OF
JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)
C.S.(Comm.Div.) No. 93 of 2021
M/s. ABCO Leathers International
Pvt. Ltd.,
...Plaintiff
Vs
M/s. Classy Leather Company & 3
others,
...Defendants.

MEMORANDUM OF COMPROMISE

M/s. FARIF NAWAZ
R. ASHWINANDAN
P. NEETHI KUMAR
COUNSEL FOR PLAINTIFF

M/s. PALANIAPPAN
P. MOHAN KUMAR
COUNSEL FOR DEFENDANTS



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7. Adverting to said MOC, learned counsel on both sides request for dispensing with the presence of parties before this Commercial Division for recording memo of compromise. Considering the facts and circumstances of the case and taking into account the fact that said MOC has been signed in the presence of each other before TNMCC, this request is acceded to.

8. Aforementioned two learned counsel request for a compromise decree in terms of said MOC. Request acceded to.

9. Captioned main suit decreed in terms of said MOC which shall form part of judgment / decree. Captioned application disposed of as closed / unnecessary. There shall be no order as to costs.

28.10.2022

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



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M.SUNDAR, J.

mk

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