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C.S.No.341 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.06.2022

CORAM

THE HONOURABLE MR.JUSTICE KRISHNAN RAMASAMY

C.S.No.341 of 2021

Caplin Point Laboratories Ltd.,
Having its Registered Office at
“NARBAVI”
No.3, Lakshmanan Street,
T.Nagar, Chennai 600 017
and is represented herein
by its Authorised Signatory

... Plaintiff

Vs.

1.S.Rajkumar,
Sole Proprietor carrying on business under
the name and style of
M/s.Studio 44 Architects,
1st Floor, No.64/65 Cathedral Road,
Gopalapuram, Chennai – 600 086.

2.Dr.Joseph Kamlesh,
M-304, Akshaya January Apartments,
Thaiyur Road, Kelambakkam,
Chengapet District 603 103.

... Defendants

Prayer: Complaint filed under Order VII Rule 1 of Code of Civil Procedure,
praying for:

(a) a sum of Rs.86,28,084.00 (Rupees Eighty six



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Lakhs Twenty Eight Thousand and Eighty Four only), together with further interest at the rate of 18% per annum on Rs.81,27,687.00 (Rupees Eighty One Lakhs Twenty Seven Thousand Six Hundred and Eighty Seven only) from the date of plaint till the date of realization of the entire said amount;

(b) the costs of this suit; and

(c) such further and/or other reliefs.

For Plaintiff : Mr.Sharanya Vaidhiyanthan

For Defendants : Mr.Balaji Sankara Moorthy

JUDGMENT

When the matter is taken up for hearing, the learned counsel appearing for both the plaintiff and defendants, would submit that the matter has been settled between the parties during mediation and the plaintiff and the 1st defendant have entered into a Memorandum of Compromise dated 14.03.2022 and filed Joint Compromise Memo duly signed by the plaintiff and the 1st defendant along with their learned counsel dated 14.03.2022 and requested this Court to dispose of the Suit in terms thereof mentioned in the Memorandum of Compromise dated 14.03.2022 entered by them.



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2.Considering the submissions now made by the learned counsel appearing for both the parties and in view of the Joint Memo of Compromise filed by them having arrived at an amicable settlement among themselves by the plaintiff and the 1st defendant, this Court feels it appropriate to dispose of the Suit in terms of the Memorandum of Compromise dated 14.03.2022 entered by them.

3.Accordingly, the Civil Suit is disposed of in terms of the Memorandum of Compromise dated 14.03.2022. The Joint Memo of Compromise dated 14.03.2022 is recorded and the same shall form part and parcel of this order. No costs.

4. Registry is directed to refund the Court fee to the plaintiff as per the Rules.

28.06.2022
(2/2)

Index: Yes/No
Internet: Yes/No
Speaking Order/Non Speaking Order
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KRISHNAN RAMASAMY,J.

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