



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 19.09.2022

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CORAM:

THE HONOURABLE MR. JUSTICE KRISHNAN RAMASAMY

W.P.No.34230 of 2018
W.M.P.No.39775 of 2018

V.Siva Kumar

... Appellant

Versus

1.The Chief Regional Manager,
Indian Overseas Bank,
Regional Office,
No.20-21 Kamarajar Street, Kanchipuram-631 501.

2.The Branch Manager,
Indian Overseas Bank,
Manappakkam Branch, Chennai-600 125.

3.The Branch Manager,
Indian Overseas Bank,
St.Thomas Mount Branch,
No.41, Main Road, Chennai-600 016.
(Cause Title amended as per order dated
20.12.2019 made in W.P.No.34230/2018 by CVKJ)

... Respondents

Writ Petition is filed under Article 226 of the Constitution of India, to grant a writ of certiorari or any other writ, order or direction in the nature of writ calling for the records of the third respondent bearing impugned notice in jewel loan No.46200549 dated 05.12.2018 and quash the same.

For Appellant : No Appearance
For R1 & R3 : No Appearance
For R2 : Mr.G.Mohammed Aseef



JUDGMENT

When the matter is taken up for hearing, the learned counsel appearing for the respondents would submit that the dispute between the parties had already been settled through Mediation and they filed a Settlement Agreement signed by both the representative of the petitioner as well as by the respondents along with their respective learned counsel appearing for the petitioner as well as for the respondents. The said Settlement Agreement is extracted hereunder:

"1. Disputes and differences had arisen between the Parties hereto and the case was filed on 19.12.2018 before the Hon'ble High Court.

2. The matter was referred to mediation/conciliation vide an order dated 29.11.2021 passed by The Hon'ble Justice Mr.Krishnan Ramasamy.

3. The parties agreed that R.Dhanalakshmi would act as their Mediator/Conciliator.

4. Several meetings were held during the process of Mediator/Conciliation from 05.04.2022 to till date i.e on 12.09.2022 and the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator/Conciliator.

6. The following settlement has been arrived at between



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the Parties hereto:

A. that the petitioner herein agreed to pay the amount of Rs.3,00,000/- (Rupees three lakhs only) within three month from the date of OTS Settlement i.e on or before 31.10.2022 as against the Mudra loan vide reference No.285303491500005.

B. That the Respondent agreed to receive the same as full and final settlement.

C. That the petitioner has paid Rs.30,000/- as advance out above said settlement amount of Rs.3,00,000/- and the Respondent also received the same on 11.08.2022.

D. that both the parties agreed that if the petitioner failed to repay the above said full amount of Rs.3,00,000/-, within three months, from the date of settlement, the advance amount he has paid would be considered as interest and the same would be adjusted as against the pending amount. If the petitioner fails to pay the amount before the prescribed time, then the respondent bank is at liberty to initiate legal action against the petitioner for recovery of full due.

E. That the Respondent agreed to settle the issues regarding the jewel loan on settlement basis subsequent to this settlement. It is pertinent to mention that the jewel loan should be paid as per the satisfaction of the respondent bank and thereafter only jewels will be released.

7. By signing this Agreement the Parties hereto state that they have no further claims or demands against each other with respect to W.P.No.34230/2018 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of conciliation/Mediation."



2. In view of the settlement arrived at between the parties, no further adjudication needs to be arrived in this petition in respect of the grounds raised therein.

3. Accordingly, this Writ Petition stands disposed of on the terms of the Settlement Agreement. No costs. The Settlement Agreement shall form part of the order. Consequently, connected Miscellaneous Petition is closed.

19.09.2022

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Index : Yes / No
Internet : Yes / No



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KRISHNAN RAMASAMY, J.,

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