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O.S.A.No.211 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.09.2023

CORAM

THE HON'BLE Mr. JUSTICE R. MAHADEVAN

AND

THE HON'BLE Mr. JUSTICE MOHAMMED SHAFFIQ

O.S.A.No.211 of 2021

AND

C.M.P.Nos.8634 of 2021 & 14148 of 2023

Noise and Grains Entertainment

A partnership firm

Rep. by its Partners

P.Srinivasan

C.Karthikeyan

A.Mahaveer

127, Yadaval Street

Padi, Chennai 600 050

.. Appellant

Vs.

M.Ravishankar

Prop.AKR Events Inc

13/16, 8th Street

Dr.Subbaraya Nagar

Kodambakkam

Chennai 600 024

.. Respondent

Original Side Appeal filed under Order XXXVI Rule 1 of Original Side Rules read with Clause 15 of Letters Patent read with Section 37 of the Arbitration and Conciliation Act, 1996, against the judgment and decreetal order dated 16.07.2020 passed in O.P.No.325 of 2020.



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For Appellant : Mr.N.Alagu Narayanan
for RRN Legal

For Respondent : Mr.K.V.Babu

JUDGMENT

(Judgment of the Court was delivered by R. MAHADEVAN, J.)

According to the appellant / M/s.Noise and Grains Entertainment, Chennai, in the claim statement filed by one M.Ravishankar, in respect of the disputes with the appellant, pursuant to the agreements dated 20.11.2015 and 03.01.2016 for the performance of Mr.A.R.Rahman at Chennai and Coimbatore respectively, the learned Arbitrator passed the award dated 21.02.2020, which reads as follows:

(i)The appellant shall pay to the claimant a sum of Rs.4,75,00,000/- along with interest at 12% p.a from the month of January, 2016 till the date of the passing of this award, after deduction of TDS on the said amount, with regard to the live concert held at Chennai;

(ii)The appellant shall pay to the claimant a sum of Rs.28,00,000/- relating to the live concert held at Coimbatore, along with interest at 12%p.a from the month of January, 2016 till the date of the passing of this award, after deduction of TDS on the said amount;



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(iii)The above said amounts shall be paid by the appellant to the claimant within a period of two months from the date of this award, failing which, the appellant would be liable to pay interest on the said amount at 18%p.a after the said period of two months till the date of realization of the amounts;

(iv)The claimant is not entitled to his claim of Rs.19,00,000/- claimed as the expenditure incurred as travel expenses;

(v)The counter claim made by the appellant stands rejected; and

(vi)The parties to this dispute shall bear their own costs.

Aggrieved by the aforesaid award, the appellant preferred the original petition in OP.No.325 of 2020, under section 34 of the Arbitration and Conciliation Act, 1996, which was dismissed by the learned Judge, *vide* order dated 16.07.2020. Therefore, the appellant is before this court with the present original side appeal.

2. When the appeal was taken up for hearing, the learned counsel appearing for both sides jointly, submitted that during the pendency of this appeal, the parties have entered into an amicable settlement. They have also filed a joint memorandum of compromise dated 15.09.2023 signed by all the parties.



3. This court perused the joint compromise memo entered into between the parties, in which, it is *inter alia* stated as follows :

“(1) By virtue of this Joint Compromise recorded for the entire settlement at Rs.5,00,00,000/- (Rupees Five Crores Only), the respondent shall be entitled to receive a sum of Rs.2,00,00,000/- (Rupees Two Crores Only) lying to the credit of O.S.A.No.211 of 2021 with Indian Bank, High Court Branch, Chennai, under Account Nos.7409676510 and 7409777241 together with interest accrued thereon and the Appellant hereby accord consent for payment out of the said sum with interest to the Respondent.

(2)The balance sum of Rs.3,00,00,000/- (Rupees Three Crores Only) shall be paid by the appellant to the respondent by means of 4 cheques for one crore each as mentioned hereunder:

(a)Cheque bearing No.436779, dated 31.10.2023 drawn on AXIS Bank, Chennai 600 004, in favour of the respondent herein for a sum of Rs.1,00,00,000/-;

(b)Cheque bearing No.478686, dated 15.11.2023 drawn on AXIS Bank, Chennai 600 004, in favour of the respondent herein for a sum of Rs.1,00,00,000/-;

(c)Cheque bearing No.478687 dated 31.01.2024 drawn on AXIS Bank, Chennai 600 004 in favour of the respondent herein for a sum of Rs.50,00,000/-.

(d)Cheque bearing No.436780 dated 31.03.2024 drawn on AXIS Bank, Chennai 600 004, in favour of the respondent herein for a sum of Rs.50,00,000/-;

and thus in all a total sum of Rs.5,00,00,000/- (Rupees Five Crores only) shall be paid. It is agreed by both parties that the appellant shall make payment on monthly basis also and upon realization of one crore, one cheque shall be returned to the appellant or upon realization of Rs.3 crore the three cheques shall be returned to the appellant.



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(3) Upon realization of the balance amount of Rs.3,00,00,000/- (Rupees Three Crores Only) under the above mentioned 3 cheques, the respondent shall issue an acknowledgement and confirm the settlement of the entire dispute between the parties herein.

(4) Further upon realization of the entire balance sum of Rs.3,00,00,000/- (Rupees Three Crores Only), the respondent shall file necessary Memo in the pending Execution Petition No.92 of 2022 pending on the file of this Hon'ble Court and record full satisfaction in terms of this compromise.

(5) That in the event of any of the payments issued under the above said 3 cheques dishonoured or the payment is not cleared on or before 30.04.2024 in full, the respondent shall be entitled to recover the entire Award amount together with interest in terms of the Award, under the above Execution proceeding.

(6) Subject to realization of Rs.3 crores, both the parties hereby affirm that there is no further claim against each other.

(7) The C.M.P.No.14148 of 2023 filed by the respondent herein in the present O.S.A. for the payment out of the said amount of Rs.2,00,00,000/- (Rupees Two Crores only) with interest may be ordered in favour of the respondent herein to receive the said sum from the Registry of this Hon'ble Court.

(8) Both the parties hereby agree accordingly and have signed this Memorandum of Joint Compromise."

4. In view of the above, this original side appeal stands disposed of, in terms of the joint compromise memo referred to above. According to clauses (1) and (7) of the joint compromise memo, CMP.No.14148 of 2023 stands ordered, thereby directing the registry to release the payment of Rs.2,00,00,000/- lying in



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the bank accounts along with interest accrued, if any, in favour of the respondent, forthwith. The joint memorandum of compromise dated 15.09.2023 shall form part of the decree. No costs. Connected miscellaneous petition is closed.

[R.M.D,J.] [M.S.Q, J.]
19.09.2023

Internet : Yes
Neutral Citation : Yes/No
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To
The Registrar General,
High Court, Madras 600 104.



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R. MAHADEVAN, J.
AND
MOHAMMED SHAFFIQ, J.

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