



C.S.No.193 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.04.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.S.No.193 of 2021
and A.No.1670 of 2022

Mahindra World City Developers Limited
Door No. 17/18, Patullous Road,
Chennai – 600 002.

... Plaintiff

VS

1.Om Shakthy Agencies (Madras) Pvt. Ltd.
Om Shakthi Tower II, TS-64, SIDCO Industrial Estate,
Ekkattuthangal, Guindy,
Chennai – 600 032.

2.M.Raghunandhan

3.C.Sasi

4.S.Udaykumar

5.N.R.Manikandan

6.K.Loganathan

7.K.Mani

8.M.Sathyaraj



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9.Habeeb Abdul Lathif

... Defendants

Prayer: Civil Suit is filed under Order XXXVII Rule 1 and 2 of Madras High Court Original Side Rules and Order XXXIV Rule 1 of the Code of Civil Procedure read with Section 2(1)(c)(vii) and 2(1)(c)(xviii) of the Commercial Courts Act, for the following prayers:-

(a) That the Hon'ble Court will order the Defendants 2-8 herein, jointly and severally to pay to the Plaintiff the sum of Rs.65,15,76,786/- with such further interest as may accrue @ 18% p.a., from the date of this plaint and the date of payment in full, as also the costs of this suit, on some date to be named by the Court, and in default, that the Schedule A to Schedule G Properties may be sold and the proceeds (after defraying the expenses of sale) applied in and towards the payment of the amount of the said principal, interest and costs;

(Amended as per Order dated 14.06.2022 in A.No.1994/2022 and time extended vide Order dated 05.07.2022)

(b) That, if such proceeds shall be not sufficient for the payment in full of such amount, the 1st Defendant may be ordered to personally pay to the Plaintiff the amount of the deficiency with interest there on at the rate of 18% p.a. till the date of realization; and

(c) That for that purpose all proper directions may be given and accounts taken by the Court; and

(d) Pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : Ms.Aishwarya S Nathan



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for Mr.Srinath Sridevan

For D1 : Mr.P.Solomon Francis

For D9 : Mr.K.Ramu

J U D G E M E N T

The learned counsel for the plaintiff and the learned counsel for the defendants 2 to 8 filed a Joint Compromise Memo dated 17.04.2023 signed by Mr.KK.Viswanathan, Authorised Signatory of the plaintiff and defendants 2 to 8. The learned counsel for the plaintiff and learned counsel for the defendants 2 to 8 also filed an Addendum to the Memorandum of Compromise dated 25.04.2023 and the same was signed by the Authorised Signatory of the plaintiff and the 1st defendant. As per the Addendum dated 25.04.2023, the 1st defendant agreed to the compromise entered between the plaintiff and other defendants.

2. The Joint Compromise Memo dated 17.04.2023 signed by the Authorised Signatory of the plaintiff and defendants 2 to 8 and Addendum dated 25.04.2023 signed by the Authorised Signatories of both the plaintiff and 1st defendant are recorded and the Civil Suit in C.S.No.193 of 2021 is disposed of in terms of the said Joint Compromise Memo and Addendum. The



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Joint Compromise Memo dated 17.04.2023 and Addendum dated 25.04.2023

WEB COMPROMISE shall form part of the decree.

3. The Hon'ble Apex Court in ***High Court of Judicature at Madras vs. M.C.Subramaniam and others reported in (2021) 3 SCC 560*** held that in cases where the matter is settled out of court by private negotiation of parties, the refund of court fee can be ordered. The relevant observation of the Hon'ble Apex Court is as follows:

“23. We find ourselves in agreement with the approach taken by the High Courts in the decisions stated supra. The purpose of Section 69-A is to reward parties who chosen to withdraw their litigations in favour of more conciliatory dispute settlement mechanisms, thus saving the time and resources of the Court, by enabling them to claim refund of the Court fees deposited by them. Such refund of Court, though it may not be connected to the substance of the dispute between the parties, is certainly an ancillary economic incentive for pushing them towards exploring alternative methods of dispute settlement. As the Karnataka High Court has rightly observed in Kamalamma the parties who have agreed to settled their disputes without requiring judicial intervention under



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Section 89 CPC are even more deserving of this benefit. This is because by choosing to resolve their claims themselves, they have saved the state of the logistical hassle of arranging for a third-party institution to settle the dispute. Though arbitration and mediation are certainly salutary dispute resolution mechanisms, we also find that the importance of private amicable negotiation between the parties cannot be understated. In our view, there is no justifiable reason why Section 69-A should only incentivise the methods of out-of-Court settlement stated in Section 89 CPC and afford step-brotherly treatment to other methods availed by the parties.”

In view of the law laid down by the Hon'ble Apex Court in the above said decision, the plaintiff is entitled to get refund of the Court fee affixed by it in the plaint. Consequently, the connected application in A.No.1670 of 2022 is closed. No costs.

26.04.2023

Index : Yes / No
NCC : Yes / No
dm



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S.SOUNTHAR, J.

dm

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