



WEB COPY



A.S.No.545 of 2019

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED: 14.02.2023**

**CORAM**

**THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM**

**A.S.No.545 of 2019**

**and**

**C.M.P.Nos.16138 & 18594 of 2019**

M/s.Zigma Pressing,  
No.2/163, Kelavarapalli Dam Road,  
Bharathi Nagar,  
Hosur: 635 109  
Krishnagiri District.  
Represented by K.Ganesan  
S/o.S.Gandhimathinathan

..Appellant

**Vs.**

M/s.Rajsriya Automotive Industries Private Limited,  
Represented by its Senior Manager K.Nagarajan,  
S/o.Krishnamoorthy,  
No.143, SIPCOT Industrial Complex,  
Hosur:635 126.

..Respondent

Appeal filed under Section 96 of Civil Procedure Code Read with  
Order 41 Rule 1 CPC., praying to set aside the Judgment and decree of the  
learned Additional District Judge of Hosur dated 29.01.2019 in O.S.No.79

1/10



A.S.No.545 of 2019

of 2012 and allow the appeal.

WEB COPY

For Appellant

: Mr.G.Vigneshwar  
For M/s.V.Nicholas

For Respondent

: Ms.Sharanya Vaidhiyanathan

### **JUDGMENT**

The Appeal Suit has been filed to set aside the Judgment and decree of the learned Additional District Judge of Hosur dated 29.01.2019 in O.S.No.79 of 2012.

2. The learned counsel appearing on behalf of the appellant and the learned counsel appearing on behalf of the respondent jointly made a submission that the parties to the appeal suit have already settled the issues between them and accordingly, entered into a compromise. The joint memo in this regard has been filed before this Court by the appellant and the respondent, which reads as under:



A.S.No.545 of 2019

WEB COPY

**JOINT MEMORANDUM OF COMPROMISE FILED BY THE  
APPELLANT AND THE RESPONDENT**

This Joint Memorandum of Compromise (hereinafter referred to as the said MoC) entered into at Chennai on this the 30<sup>th</sup> day of November, 2022

**BY AND BETWEEN**

M/s.Zigma Pressing, a Partnership Firm, carrying on business at No.2/163, Kelavarapalli Dam Road, Bharathi Nagar, Housur 635 109, Krishnagiri District, and is represented herein by its Partner, Mr. K Ganesan, who has been authorized to enter into and execute this Joint Memorandum of Compromise, for and on behalf of the Partnership Firm and is hereinafter referred to as the APPELLANT of the ONE PART;

AND

**For ZIGMA PRESSINGS**

**PARTNER**

**For RAJSHYAM AUTOMOTIVE INDUSTRIES (P) LTD.**

**Authorised Signatc**

(H. Shalca)



A.S.No.545 of 2019

WEB COPY

M/s.Rajsriya Automotive Industries Private Limited, a Company, incorporated under the provisions of the Companies Act, 1956, having its Registered Office at No.143, Hosur SIPCOT Industrial Area, Hosur 635 126, and is represented herein by its Senior Manager Mr. K. Shankar-AGM HR, who has been authorized vide Board Resolution dated 29.09.2022 passed at a duly constituted Meeting of its Board of Directors, to enter into and execute this Joint Memorandum of Compromise, on behalf of the Company, and is hereinafter referred to as the RESPONDENT, of the OTHER PART;

The expression "Party" shall wherever the context admits or permits, deem so mean and include either the APPELLANT or the RESPONDENT, and the expression "Parties" shall mean both the APPELLANT and the RESPONDENT.

The terms APPELLANT and the RESPONDENT shall wherever the context so admits and /or permits shall deem to mean and include their respective representatives, executors, administrators, and successors-in-interest and permitted assigns, as the case maybe.

**WHEREAS** the Respondent M/s Rajsriya Automotive Industries Private Limited, Hosur had preferred a Suit against the Appellant M/s Zigma Pressing for the recovery of Rs.13,00,679/- (Rupees Thirteen Lakhs Six Hundred and Seventy-Nine Only) which came to be numbered as O.S.No.79 of 2012 (Additional District Judge, Hosur). A Judgment and Decree dated 29<sup>th</sup> January, 2019 had been passed in the said Suit directing the Appellant herein, namely, M/s Zigma Pressing to pay to M/s Rajsriya Automotive Industries Private Limited a sum of Rs.13,00,679/- (Rupees Thirteen Lakhs Six Hundred and Seventy Nine Only), together with interest at 9% per annum from the date of filing the Suit till the date of the Decree and at an interest of 6% per annum from the date of the Decree till the date

For ZIGMA PRESSINGS 4  
PARTNER  
For RAJSRIYA AUTOMOTIVE INDUSTRIES PVT. LTD.  
Authorized Signatory  
(K. Shankar)



A.S.No.545 of 2019

WEB COPY

of realization of the entire Decretal amounts due along with payment of a cost of Rs.1,13,216/- (Rupees One Lakh Thirteen Thousand Two Hundred and Sixteen Only).

WHEREAS by an Order dated 13<sup>th</sup> September, 2019 passed in CMP.No.18594 of 2019 the Hon'ble Madras High Court while modifying the order dated 1<sup>st</sup> August, 2019, directed the Appellant herein to deposit 75% of the decretal amount with interest as on the said date to the credit of the Suit, namely, O.S.No.79 of 2012. Accordingly, the appellant herein had deposited a sum of Rs.15,66,021/- (Rupees Fifteen Lakhs Sixty-Six Thousand and Twenty One Only) being 75% of the decretal amount with interest to the credit of O.S.No.79 of 2012 on 23<sup>rd</sup> September, 2019.

The Parties above named have based on and pursuant to mutual negotiations, arrived at an amicable settlement of the subject matter of this Appeal, on the following terms and conditions all of which have been recorded in this Memorandum of Compromise.

**NOW THEREFORE THIS JOINT MEMORANDUM OF COMPROMISE (MOC) WITNESSETHAS FOLLOWS:**

In consideration of the representations, promises and mutual covenants and agreement as set forth herein, it is hereby agreed by and between the PARTIES herein as follows:

1. The Parties herein agree and affirm that this MoC is entered into to fully and finally settle all the *inter se* disputes between the Parties herein which is the subject matter of this Appeal.
2. In full and final settlement of the entire suit claim, inclusive of interests and costs that is payable by the Appellant to the Respondent herein, in terms of the Judgement and Decree dated 29<sup>th</sup> January 2019, passed in O. S. No. 79 of 2012 by the Learned Additional District Judge, Hosur, the Appellant herein has agreed to pay in favour of the Respondent herein a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) from the deposited amount and hereby acquits the Appellant from making any further payment(s) either towards the suit claim/Appeal and/or otherwise.

**For ZIGMA PRESSINGS**

RAJSHRYA AUTOMOTIVE INDUSTRIES (P) LTD.

**PARTNER**

**For RAJSHRYA AUTOMOTIVE INDUSTRIES (P) LTD.**

**Authorised Signatc**

(K. Shankar)



A.S.No.545 of 2019

WEB COPY

3. In Order to enable the Respondent herein to realize the said sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) that has already been deposited by the Appellant, to the credit of O.S.No.79 of 2012, filed before the Additional District Judge, Hosur, the Appellant herein permits the Respondent, M/s Rajsriya Automotive Industries Private Limited to withdraw a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) from and out of the sum of Rs.15,66,021/- (Rupees Fifteen Lakhs Sixty Six Thousand and Twenty One Only) that had already been deposited by the Appellant to the credit of the aforesaid Suit, while reserving its right to withdraw the remaining amount of Rs.66,021/- (Rupees Sixty Six Thousand and Twenty One Only).
4. In view of the settlement arrived at by and between the Parties herein with regard to A.S.No.545 of 2019 in the manner as set out in Clause 2 and 3 supra, the Appellant herein unconditionally agrees to withdraw the aforesaid Appeal that it had filed against the Respondent herein, and accordingly prays that this Hon'ble Court may be pleased to permit the Appellant to withdraw as settled out-of-Court, this Appeal, namely, A.S.No.545 of 2019 and accordingly prays that this Hon'ble Court may be pleased to direct the refund of the Court Fee to the Appellant paid by it at the time of filing of this Appeal.
5. This Hon'ble Court may also be pleased to direct the payment out of a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) from and out of the sum of Rs.15,66,021/- (Rupees Fifteen Lakhs Sixty-Six Thousand and Twenty One Only) that had already been deposited by the Appellant to the credit of O.S.No.79 of 2012 in favour of the Respondent herein who is the Plaintiff in the said Suit and a sum of

For ZIGMA PRESSINGS

PARTNER

For RAJSRIYA AUTOMOTIVE INDUSTRIES (P) LTD

Authorised Signat

(K. Shanmugam)



A.S.No.545 of 2019

WEB COPY

Rs.66,021/- (Rupees Sixty Six Thousand and Twenty One Only) in  
favour of the Appellant herein, who is the Defendant in the aforesaid  
Suit.

6. The Parties herein agree that, neither Party shall have any claim  
against the other Party either in relation to matters that have arisen in  
relation to this Appeal and/or in relation to any matters incidental  
thereto.

7. The terms and conditions as set out in this Memorandum of  
Compromise shall be final and binding as between the Parties herein  
and the Parties herein reiterate and confirm that they have no further  
claim(s) against each other either in terms of the suit transactions  
and/or otherwise in any manner whatsoever.

8. The Parties herein shall bear the costs that each of them have  
incurred with regard to the aforesaid legal proceedings, including but  
not limited to Court Fees, Counsel's Fee etc.,

In light of the above, it is therefore prayed that this Hon'ble Court may be  
pleased to take this Memorandum of Compromise on record permit the  
Appellant herein to withdraw this Appeal as settled out of Court, while  
directing the payment out of the amounts deposited by the Appellant herein  
before the Court of the Learned Additional District Judge Hosur, in the  
manner set out in Paragraph 5 supra and direct refund of the Court Fee paid  
by the Appellant herein in the above Appeal and pass such further and/or  
other order(s) that this Hon'ble Court deems fit and proper in the  
circumstances of this case and thus render justice.

**For ZIGMA PRESSINGS**

  
**PARTNER**

7

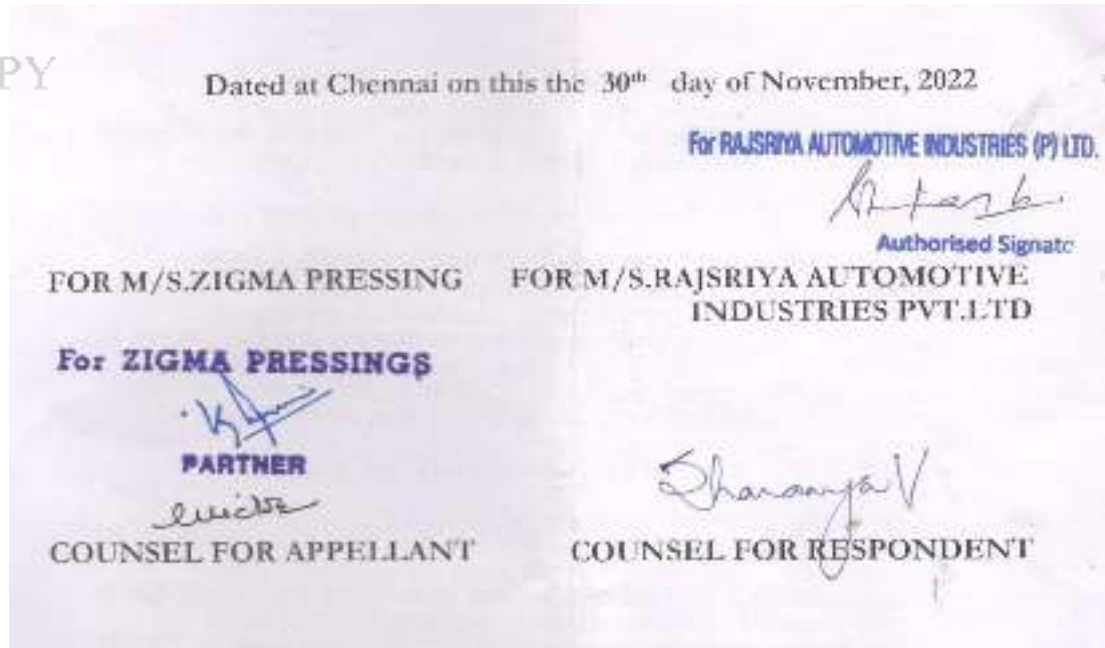
**For RAJAPPA AUTOMOTIVE INDUSTRIES (P) LTD.**

  
**Authorised Signatory**  
(Rajappa)



A.S.No.545 of 2019

WEB COPY



3. In view of the compromise between the parties, the appellant has chosen to withdraw the Appeal Suit filed in A.S.No.545 of 2019. Accordingly, the appellant is permitted to withdraw the appeal suit.

4. Consequently, the Appeal Suit stands disposed of in terms of the joint memo of compromise. No costs. Connected miscellaneous petitions are closed.



A.S.No.545 of 2019

**WEB COPY** 5. The appellant and the respondent are permitted to withdraw their respective portion of the deposited amount as per the terms and conditions indicated in the joint memo of compromise between the parties. Joint compromise memo is to be treated as part and parcel of the decree to be drawn in the appeal suit.

**14.02.2023**

Index : Yes  
Speaking order  
Neutral Citation: Yes/No  
kak

**Note:** *Registry, High Court of Madras, is directed to refund the Court fee paid in the appeal suit to the appellant as per the rules in force.*

To

The Additional District Judge,  
Hosur.

9/10



WEB COPY



A.S.No.545 of 2019

**S.M.SUBRAMANIAM, J.**

kak

**A.S.No.545 of 2019**

**14.02.2023**

10/10