



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 30.06.2023

CORAM:

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

C.S.Nos.434 & 438 of 2018
& 365 & 483 of 2019

C.S.No.434 of 2018

R.Deepak

...Plaintiff

Vs.

V.Pramod

...Defendant

Prayer : Civil Suit filed under Order VII Rule 1 of Original Side Rules summary suit filed under Order XXXVII Rule 2 of CPC, prayed this Court to pass a Judgment and Decree against the defendant to:

(a) Direct the defendant to pay a sum of Rs.2,37,22,180/- (Rupees Two Crores Thirty Seven Lakhs Twenty Two Thousand One Hundred and Eighty only) and 9% interest on principal amount of Rs.2,04,92,300/- (Rupees Two Crores Four Lakhs Ninety Two Thousand and Three Hundred only) from the date of filing of plaint and till realization of the suit.



(b) pass such other relief or reliefs as may be deemed fit and proper in the circumstances of the case and

(c) bear costs of the suit and thus render justice.

C.S.No.438 of 2018

R.Deepak

...Plaintiff

Vs.

V.Vishal

...Defendant

Prayer: Civil Suit filed under Order VII Rule 1 of Original Side Rules summary suit filed under Order XXXVII Rule 2 of CPC, prayed this Court to pass a Judgment and Decree against the defendant to:

(a) Direct the defendant to pay a sum of Rs.2,59,58,219/- (Rupees two crores fifty nine lakhs fifty eight thousands two hundred and nineteen only) and 9% interest on principal amount of Rs.2,25,00,000/- (Rupees two crores and twenty five lakhs only) from the date of filing of plaint and till realization of the suit.

(b) pass such other relief or reliefs as may be deemed fit and proper in the circumstances of the case and

(c) bear costs of the suit and thus render justice.



C.S.No.365 of 2019

R.Deepak

...Plaintiff

Vs.

Mrs.V.Saroja

...Defendant

Prayer: Civil Suit filed under Order VII Rule 1 of CPC Read with Order IV Rule 1 and 2 of O.S.Rules, prayed this Court to pass a Judgment and Decree against the defendant to:

(a) Direct the defendant to pay a sum of Rs.2,07,80,730/- (Rupees Two Crores Seven Lakhs Eighty Thousand Seven Hundred and Thirty only) consisting of principal amount of Rs.1,65,00,000/- together with interest of Rs.42,80,730/- @ 9% interest per annum and further interest @ 9% for Rs.2,07,80,730/- from the date of plaint to till the date of realization.

(b) pay the costs of the suit and thus render justice.

(c) pass such other relief or reliefs as may be deemed fit and proper in the circumstances of the case



...Plaintiff

Vs.

Mr.B.Vijayaraj

...Defendant

Prayer: Civil Suit filed under Order VII Rule 1 of CPC Read with Order IV Rule 1 of O.S.Rules, prayed this Court to pass a Judgment and Decree against the defendant to:

(a) Direct the defendant to pay a sum of Rs.6,10,34,925/- (Rupees Six Crores Ten Lakhs Thirty Four Thousand Nine Hundred and Twenty Five only) consisting of principal amount of Rs.4,85,00,000/- together with interest of Rs.1,25,34,925/- @ 9% interest per annum and further interest @ 9% on Rs.4,85,00,000/- from the date of plaint to till the date of realization.

(b) pay the costs of the suit and thus render justice.

(c) pass such other relief or reliefs as may be deemed fit and proper in the circumstances of the case

For Plaintiff in all suits : Mr.M.R.Gokul Krishnan

For Defendant in all suits : Mr.N.P.Vijayakumar
for Mr.R.Pradeep

COMMON JUDGMENT

The suits were listed on 06.02.2023 wherein, this Court had recorded a settlement that had been reached between the parties to the suit.



WEB COPY

2. Taking into consideration that three months time had been granted for completion of certain actions under the settlement directed to be listed on 01.06.2023. When the same were listed on 01.06.2023, the learned counsel had sought further time and thereafter listed on 22.06.2023 and further on 27.06.2023. Again when the suits were listed on 29.06.2023, a request had been made by the learned counsel appearing on either side to also tag C.S.No.6 of 2020 along with the said suits as they have also proposed to withdraw the counter claim in the said suits made against the parties in the present suit.

3. Today when the matter was taken up, the learned counsel appearing on behalf of the plaintiff as well as the defendants had submitted, the terms of Settlement Deed had been complied with and the respective parties have performed part of their obligations under the Settlement Deed. For better appreciation, the relevant portion of the Settlement Deed is extracted hereunder:



Covenants by Rameshchand Group

1. Pradcep Stainless India Pvt. Ltd. (hereafter known as PSIPL) has filed a civil suit, numbered CS. No. 298 of 2018 on the file of the Hon'ble Madras High Court, against J.B. Enterprises, represented by B. Vijayraj, for the alleged infringement of 'Pradeep' trademark owned by Pradeep Stainless India Pvt. Ltd. In terms of this Deed of Settlement, Vijayraj group shall claim no rights on 'PRADEEP' trademark and PSIPL shall withdraw the suit, recording such undertaking. The parties shall take appropriate steps to dispose of the same as settled out of court.
2. R. Deepak has filed civil suits, numbered C.S. Nos. 434 & 438 of 2018 and C.S. Nos. 395 & 483 of 2019 on the file of the Hon'ble Madras High Court, against the Vijayraj Group. In terms of this Deed of Settlement, R. Deepak agrees to withdraw the said suits and all payments as claimed in the suit viz. C.S. No. 434, 438, of 2018 and 395 and 483 of 2019 shall be considered payments by Rameshchand Group, made as part of the family settlement, and be treated as a gift.
3. J.B. Enterprises has applied for trademark 'Bohara' and marks connected there to, for which Mrs. R. Usha has filed objections to the registration of the same. Mrs. R. Usha shall withdraw her objection petition from the registrar of trademarks, which is part of this Deed of Settlement.

Covenants by Vijayraj Group

4. Mr. B. Vijayraj's share in the house property situated at Musaliya, Rajasthan, shall be settled in favour of Mr. B. Rameshchand, and Mr. B. Vijayraj shall execute a Deed of Renouncement in favour of B. Rameshchand in respect of property at Musaliya at Rajasthan, as well as any ancillary documents that may be required by law to effect transfer of title in favour of Mr. B. Rameshchand. By this deed, Vijayraj Group

1/12/20 R. Usha துரை மற்றும் உசாஜா தேவி
B. Rameshchand குழுவுக்கு
[Signatures and Stamp]



relinquishes their rights in the said property in favour of Mr. B. Rameshchand. The Vijayraj group also agree to withdraw all complaints or notices or legal proceedings, of any nature, that have been issued or initiated, in relation to the Musaliya property. This Deed will be considered as a full and final settlement of the claims of the Vijayraj group, insofar as the Musaliya property is concerned, and it is agreed there will be no claims present or future from the Vijayraj group. Such Documentation as may be necessary for purpose of carrying out the covenant shall be prepared and shared by Rameshchand Group and Rameshchand Group shall bear duties, expenses in connection with the execution and registration of documents including as may be incurred for travel and conveyance. Vijayraj Group shall only be liable for execution subject to the terms of such document being in accordance with the present settlement.

5. Vijayraj Group hereby agrees and confirms that Pradeep Stainless India Pvt. Ltd. is the exclusive owner of the 'Pradeep' trademark and that Vijayraj Group, or anyone claiming through or under them, shall not make any claim of whatsoever nature either now or in future for any right in relation to the 'Pradeep' trademark.
6. Vijayraj Group holds 50% share / interest in the property situated at No. 23/45, Chengalvarayan Street, Triplicane, Chennai-5. By this Deed of Settlement, Vijayraj Group relinquishes its rights in the said property in favour of B. Rameshchand Group. In this regard, Vijayraj Group shall execute appropriate gift/settlement deed in favour of B. Rameshchand Group, as well as any ancillary documents that may be required by law to effect transfer of title in favour of the later, and shall take necessary steps to register the same with the SRO, Triplicane, Chennai. All expenses for execution and registration of such settlement deed shall be borne by Rameshchand Group. This Deed will be considered as a full and final settlement of the claims of the Vijayraj group, insofar as the Chengalvarayan Street property is concerned, and it is agreed there will be no claims present or future from the Vijayraj group.

Chengalvarayan Street property is concerned, and there shall be no claims present or future from the Vijayaraj group.

R. Vignarajah v. Saroja
Ramesh Chandra

[Signature]

[Circular Stamp]



WEB COPY



- 6 -

prepared and shared by Rameshchand Group and Rameshchand Group shall bear duties, expenses in connection with the execution and registration of documents including as may be incurred for travel and conveyance. Vijayraj Group shall only be liable for execution subject to the terms of such document being in accordance with the present settlement.

9. Vijayraj Group has filed a counter claim in a civil suit, numbered as C.S. No. 6 of 2020 on the file of the Hon'ble Madras High Court. By virtue of this Deed of Settlement, Vijayraj Group agrees to file a memo stating that Vijayraj Group has no claim against Rameshchand Group or the assets mentioned in the said suit including the counterclaim filed by Vijayraj group; and affirming that all pleadings and documents filed by him before the Hon'ble Court stand withdrawn. Rameshchand Group and Vijayraj Group will not press any relief in the said suit against each other.

Covenants by Gajrabai Bhawarlal Bohara

10. Mrs. Gajrabai Bhawarlal Bohara is the 8th defendant in a civil suit, numbered as C.S. No. 6 of 2020 on the file of the Hon'ble Madras High Court. Mrs. Gajrabai Bhawarlal Bohara shall file a memo affirming that she has no claim against the Rameshchand group or in relation to the assets that form a part of the Suit; and affirming that all pleadings and documents filed by her before the Hon'ble Court stand withdrawn. She also agrees that she will withdraw any lis, including A. No. 3625 of 2021 in CS no. 6 of 2020, OSA No. 87/2022, and any other pleadings in or proceedings borne out of the present suit, including any written statements, appeals or pending legal proceedings relating thereto. She shall not claim for any form or manner of relief in the said suit and henceforth has no claim against Rameshchand Group and Vijayraj Group. In view of this comprehensive settlement between the parties herein, Mrs. Gajrabai Bhawarlal Bohara agrees to relinquish her claims and rights arising out of the Order dated 01.03.2022, in A. No 3625 of 2021. The parties agree that the said Order shall stand complied with, in full and final settlement of her claims in A. No. 3625 of 2021, and CS No. 6 of 2022.

Via R. Usha *தமிழக உயர் நீதிமன்றம்* *v. Rameshchand Group* *A* *Q*
Gajrabai Bohara *செய்தது*
Gajrabai Bohara



and no further claims shall lie as against the Rameshchand group, arising out of the Order of the Hon'ble Court.

11. Mrs. Gajrabai Bhawarlal Bohara's share in the house property situated at Musaliya, Rajasthan, shall be settled in favour of Mr. Rameshchand, and Mrs. Gajrabai Bhawarlal Bohara shall execute a Deed of Renunciation, or such other document as may be required, in favour of B. Rameshchand in respect of property at Musaliya at Rajasthan. By this Deed, Mrs. Gajrabai Bhawarlal Bohara relinquishes her rights in the said property towards B. Rameshchand. Mrs. Gajrabai Bhawarlal Bohara also agrees to withdraw all complaints or notices that have been issued, in relation to the Musaliya property. This Deed shall be considered as a full and final settlement of the claims of the Mrs. Gajrabai Bhawarlal Bohara, insofar as the Musaliya property is concerned, and it is agreed there shall be no claims present or future from Mrs. Gajrabai Bhawarlal Bohara. Such Documentation as may be necessary for purpose of carrying out the covenant shall be prepared and shared by Rameshchand Group and Rameshchand Group shall bear duties, expenses in connection with the execution and registration of documents including as may be incurred for travel and conveyance. Mrs. Gajrabai Bhawarlal Bohara shall only be liable for execution subject to the terms of such document being in accordance with the present settlement.

12. This Deed of Settlement has been signed voluntarily by the parties and this settlement shall be used or produced in the following matters:

- a. Vijayraj Group shall execute a Deed of Renunciation in favour of Rameshchand Group in respect of property at Musaliya at Rajasthan.
- b. Mr. B. Vijayraj and Mrs. V. Saroja shall execute appropriate gift/settlement deed relating to 50% share / interest in the property situated at No. 23/45, Chengalvarayan Street, Triplicane, Chennai-5 in favour of B. Rameshchand Group and shall arrange to register the same with the SRO, Triplicane, Chennai.
- c. Vijayraj Group to execute appropriate transfer documents and formalities as provided by B. Rameshchand for transferring its One Lakh Shares in Indian Overseas Bank towards B. Rameshchand Group.

[Handwritten signatures and stamps]
Sd/- R. Rameshchand
RAMESHCHAND GROUP



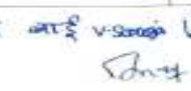
WEB COPY

- 9 -

report compliance of the said settlement within 3 months from the date of filing of the same before the Hon'ble Court. This settlement shall be produced in the following pending legal matters and compromise shall be recorded and compliance shall be reported to the Hon'ble Court:

- i. PSIPL to withdraw CS. No. 298/2018 in terms of this Memorandum of Compromise.
- ii. R. Deepak to withdraw suits, namely CS. No. 434 & 438/2018 and CS. No. ¹⁶³395 & 483/2019, in terms of this Memorandum of Compromise.
- iii. B. Vijayraj to file a memo of 'No Claims' in CS. No. 06/2020, reflecting the agreement contained in this settlement, and affirming that all pleadings and documents filed by him before the Hon'ble Court stand withdrawn.
- iv. Memo in C.S. No. 6 of 2020 and OSA No. 87 of 2022 by Mrs. Gajrabai Bhawarlal Bohara that she will have no claims against Vijayraj Group and Rameshchand Group, and affirming that all pleadings and documents filed by her before the Hon'ble Court, and any rights accruing out of the Orders of the Hon'ble Court stand withdrawn.
- i. All parties in this Settlement Deed, viz. the Rameshchand Group, the Vijayraj Group, and Mrs. Gajrabai Bhawarlal Bohara agree that this Settlement Deed is in full and final settlement of all the disputes and claims as outlined in this agreement, and no claim or lis arising out of any of the properties, issues, disputes, claims, either present or future, shall lie *inter-se* the parties with respect to the same.
- j. Parties shall file this Deed of Settlement before the Hon'ble Court and take steps as stated above

This Deed of Settlement is witnessed by R. Darshan Jain and Praveen Choradia
In Witnesseth whereof as mentioned above, this deed of settlement is executed
on the day at the place aforementioned

12/24



WEB COPY

4. Learned counsel for the plaintiff had also filed a memo signed by the plaintiff indicating satisfaction of the Deed of Settlement and seeks this Court to dispose of the suit in terms of the Deed of Settlement. He had also filed an independent memos in each of the suits and the said memos are verbatim the same, it would also be relevant to extract the memo hereunder:

MEMO FILED ON BEHALF OF THE PLAINTIFF

1. It is most respectfully submitted that the above suit was filed seeking direction to the defendant to pay a sum of Rs.2,07,80,730 /- (Rupees Two Crores Seven Lakhs Eighty Thousand Seven Hundred and Thirty only) consisting of Principal amount of Rs. 1,65,00,000 /- together with interest of Rs. 42,80,730 /- @ 9% interest Per annum and further interest @ 9% for Rs.2,07,80,730 /- from the date of filing of Plaint and till realization of the suit amount.
2. It is most respectfully submitted that the parties to the suit have compromised among themselves and wanted to settle the issues amongst themselves as they are relatives.
3. It is most respectfully submitted that the compromise arrived at between the parties have been reduced into writing and the parties have executed a deed of settlement dated 31.01.2023.
4. It is submitted that the deed of settlement was submitted before this Hon'ble High Court in C.S.Nos.365 of 2019, 434 of 2018, 438 of 2018, 483 of 2019 on 06.02.2023. The Hon'ble Court was pleased to record the same in its order dated 06.02.2023.
5. It is most respectfully submitted that consequent upon the completion of execution of certain actions, as provided in the deed of settlement, this Hon'ble Court may ^{dispose} ~~close~~ the suit recording the deed of settlement executed between the parties to the suit.



WEB COPY 5.I have recorded the Settlement Deed and also the memo as part of the Judgment.

6.Learned counsel for the plaintiff in C.S.No.6 of 2020 would submit that the resolution of lis in the suit should not be put against the plaintiff in C.S.No.6 of 2020 as the properties in schedule to the suits also form part of the suit schedule property in C.S.No.6 of 2020. Leaned counsel appearing for the respective parties in these suits would submit that with the settlement of the present dispute between the parties to the suit would not in any way affects the rights of the plaintiff in C.S.No.6 of 2020 as it is only a settlement between the parties to the suit. In fact they would also submit that the counter claim made by the respective parties as against the parties in the suit is also sought to be withdrawn and independent memo is filed to that effect.



WEB COPY

7. In my view, submission made by the respective counsel in the suits, I am of the view that the disposal of the suit would not affect the rights of the plaintiff in C.S.No.6 of 2020.

8. In view of the memo filed by the plaintiff, the suits are disposed of, as a terms of settlement have been admittedly complied with by the respective parties and therefore, there is no necessity to adjudicate lis in the suits any further.

9. Hence, the aforesaid suits are disposed of. However, there shall be no order as to costs. Consequently, connected applications are closed, if any.

30.06.2023

Index: yes/no

Speaking order: yes/no

pam



C.S.No.434 of 2018

Plaintiff's witness:

P.W.1 - Mr.R.Deepak

Documents exhibited by the Plaintiff:

<i>Exhibits</i>	<i>Documents</i>
Ex.P1	Office copy of Legal Notice dated 28.03.2018 sent by the plaintiff through his counsel to defendant Mr.V.Pramod, along with postal acknowledgment card.
Ex.P2	Computer generated Income Tax Returns for Assessment year 2017-2018 of the plaintiff.
Ex.P3	Affidavit filed by the plaintiff under Sec 65-B of Evidence Act certifying that Ex.P2 is a computer generated printout copy taken from his personal computer.
Ex.P4	(11 sheets) Certified statement of accounts of the plaintiff bank dated 04.06.2018 for the period 01.04.2016 to 04.06.2018 issued by Union Bank of India, Triplicane Branch, Chennai.

C.S.No.438 of 2018

Plaintiff's witness

P.W.1 – MR.R.Deepak

Documents exhibited by the Plaintiff:

<i>Exhibits</i>	<i>Documents</i>
Ex.P1	Office copy of Legal Notice dated 26.03.2018 sent by the plaintiff



WEB COPY

<i>Exhibits</i>	<i>Documents</i>
	through his counsel to defendant Mr.V.Vishal, along with postal acknowledgment card.
Ex.P2	Computer generated Income Tax Returns for Assessment year 2017-2018 of the plaintiff.
Ex.P3	Affidavit filed by the plaintiff under Sec 65-B of Evidence Act certifying that Ex.P2 is a computer generated printout copy taken from his personal computer.
Ex.P4	(11 sheets) Certified statement of accounts of the plaintiff bank dated 04.06.2018 for the period 01.04.2016 to 04.06.2018 issued by Union Bank of India, Triplicane Branch, Chennai.

C.S.No.365 of 2019

Plaintiff's witness:

P.W.1 - Mr.R.Deepak

Documents exhibited by the Plaintiff:

<i>Exhibits</i>	<i>Documents</i>
Ex.P1	Original Memorandum of Understanding dated 17.06.2015 entered between Mrs.V.Saroja (defendant) and one another, and Mr.R.Deepak, the plaintiff.
Ex.P2	The original deed of cancellation dated 14.07.2016 entered between Mrs.V.Saroja (defendant) and one another, and Mr.R.Deepak, the plaintiff.
Ex.P3	The statement of bank accounts issued by Union Bank of India, Triplicane Branch, in respect of the Account No.357202010008305,



<i>Exhibits</i>	<i>Documents</i>
	maintained by the plaintiff for the period from 31.03.2015 to 01.04.2016.
Ex.P4	The statement of bank accounts issued by Union Bank of India, Triplicane Branch, in respect of the Account No.357202010008305, maintained by the plaintiff for the period from 01.04.2016 to 31.03.2017.
Ex.P5	The computer generated Income Tax Returns for the assessment year 2016 to 2017 concerning the plaintiff, along with the photocopy of the certified true copy of the balance sheet for the assessment year 2016 to 2017.
Ex.P6	The computer generated Income Tax Returns for the assessment year 2017 to 2018 concerning the plaintiff, along with the photocopy of the certified true copy of the balance sheet for the assessment year 2017 to 2018 and printout copy of the ITR-2 for the said assessment year.
Ex.P7	The computer generated Income Tax Returns for the assessment year 2018 to 2019 concerning the plaintiff, along with the photocopy of the certified true copy of the last page of the balance sheet for the assessment year 2018 to 2019 and printout copy of the ITR-3 for the said assessment year.
Ex.P8	The affidavit filed by the plaintiff under Section 65-B of the Indian Evidence Act, stating that Exs.P5, P6 and P7 are the computer generated printed copies taken from the plaintiff's personal computer.
Ex.P9	The true copy of the legal notice dated 28.03.2018 sent by the plaintiff through his counsel to the defendant.
Ex.P10	The original reply dated 14.06.2018 received by the plaintiff's counsel in response to the legal notice Ex.P9.
Ex.P11	The office copy of the legal notice dated 06.05.2019 sent by the plaintiff through his counsel to his defendant along with the original postal receipt.
Ex.P12	The original reply dated 17.05.2018 received by the plaintiff's counsel.
Ex.P13	The original cheque acknowledgment dated 21.07.2015.



<i>Exhibits</i>	<i>Documents</i>
Ex.P14	The original cheque acknowledgment letter dated 10.12.2015.
Ex.P15	The original cheque acknowledgment letter dated 06.06.2016.

C.S.No.483 of 2019

Plaintiff's witness:

P.W.1 - Mr.R.Deepak

Documents exhibited by the Plaintiff:

<i>Exhibits</i>	<i>Documents</i>
Ex.P1	Original Memorandum of Understanding dated 17.06.2015 entered between Mr.Vijayaraj (defendant) and one another, and Mr.R.Deepak, the plaintiff.
Ex.P2	Photocopy of Statement of Bank Account dated 29.05.2019 for the year 2015-2016.
Ex.P3	Photocopy of Statement of Bank Account dated 29.05.2019 for the year 2016-2017.
Ex.P4	Printout of Income Tax Returns dated 18.07.2016 for the Assessment year 2016-2017 concerning in the plaintiff along with the balance sheet certified by the Auditor for the assessment year 2016-2017.
Ex.P5	Printout of Income Tax Returns dated 28.06.2017 for the Assessment year 2017-2018 concerning in the plaintiff along with the balance sheet certified by the Auditor for the assessment year 2017-2018.
Ex.P6	Printout of Income Tax Returns dated 11.08.2018 for the Assessment year 2018-2019 concerning in the plaintiff along with the balance sheet certified by the Auditor for the assessment year 2018-2019.



<i>Exhibits</i>	<i>Documents</i>
Ex.P7	Affidavit filed under Section 65(B) of Evidence Act.
Ex.P8	Original cheque acknowledgment letter dated 13.07.2015 confirming receipt of payment.
Ex.P9	Original cheque acknowledgment letter dated 10.12.2015 confirming receipt of payment.
Ex.P10	Original cheque acknowledgment letter dated 26.03.2016 confirming receipt of payment.
Ex.P11	Original cheque acknowledgment letter dated 30.03.2016 confirming receipt of payment.
Ex.P12	Original cheque acknowledgment letter dated 06.06.2016 confirming receipt of payment.
Ex.P13	Original Deed of cancellation dated 14.07.2016.
Ex.P14	Original cheque acknowledgment letter dated 31.08.2016 confirming receipt of payment
Ex.P15	Photocopy of Legal Notice dated 28.03.2018 issued to the defendant.
Ex.P16	Photocopy of reply to Legal Notice dated 14.06.2018 by the defendant.
Ex.P17	Photocopy of Legal Notice dated 07.05.2019 issued to the defendant.
Ex.P18	Photocopy of reply to Legal Notice dated 17.05.2019 by the defendant.

30.06.2023



WEB COPY



K.KUMARESH BABU, J.

Pam

C.S.Nos.434 & 438 of 2018
& 365 & 483 of 2019

30.06.2023



WEB COPY

A.No.6446 of 2023
and C.S.Nos.434 & 438 of 2018
and C.S.Nos.365 & 483 of 2019

K.KUMARESH BABU,J.

This application has been moved seeking to take on record the Rectification Deed and treat the same as part and parcel of the settlement dated 31.01.2023, based on which by a judgment and decree dated 30.06.2023, this Court had disposed of the suits.

2. The learned counsel appearing on either side submitted in unison that while preparing the Settlement Deed, upon which the suits were disposed of, in which page No.3, paragraph No.2 under the heading “*Covenants by*



WEB COPY

Rameshchand Group” in line No.2 & 5, the Civil Suit number had been wrongly given. The actual Civil Suit is C.S.No.365 of 2019. But, however, by inadvertently, it has been mentioned as C.S.No.395 of 2019. Similarly, the same error had occurred in paragraph No.12 (h)(ii). Hence, the parties have also entered into a Rectification Deed, rectifying the said errors and had also placed the same before this Court. Hence, he would pray this Court to record the Rectification Deed also as part and parcel of the Settlement Deed. Since, both the learned counsel had agreed upon the mistake that had been inadvertently committed and considering the reasons given in the affidavit filed in support of this application, the application is ordered as prayed for.

K.KUMARESH BABU,J.

gba

3. As a sequel, the Registry is directed to incorporate the Rectification Deed dated 07.10.2023 as part of the order. Further, in view of the present order passed in the application, the Registry is also directed to add the words



“Rectification Deed” in line 2 after the word “Settlement” in Paragraph No.8 of the order dated 30.06.2023 and issue a fresh order copy of the judgment and decree.

20.03.2024

gba

A.No.6446 of 2023
and C.S.Nos.434 & 438 of 2018
and C.S.Nos.365 & 483 of 2019

20.03.2024