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Arb.O.P.(Comm.Div.) No.4 of 20__



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 12.06.2023

Coram

The Honourable Mr.Justice KRISHNAN RAMASAMY

**Arb.O.P.(Comm.Div.) No.4 of 2023
and Application No.78 of 2023**

M/s.Kalyani Stampings (Pvt.) Ltd.,
No.2/9, Perinjambakkam Main Road,
Rajiv Gandhi Nagar, 1st Street,
169, Kuzhangalcherry Village,
Sriperumbudur Taluk,
Kanchipuram District – 601 105.

...Petitioner

Versus

M/s.Hi-Tech Enterprises,
No.100/392 (NP), SIDCO Industrial Estate,
Ambattur,
Chennai – 600 098.

...Respondent

Original Petition filed under Section 34(2)(b)(ii) of the Arbitration and Conciliation Act, 1996 praying to set aside the Award dated 23.11.2021 passed by the Facilitation Council, Chennai Region, Tamil Nadu between the petitioner and the respondent and to direct the respondent to pay the cost.

For Petitioner	:	Mr.K.Kumaraguru
For Respondent	:	Mr.Praveen Alexander



ORDER

The present petition has been filed under Section 34(2)(b)(ii) of the Arbitration and Conciliation Act, 1996, praying to set aside the Award dated 23.11.2021 passed by the Facilitation Council, Chennai Region, Tamil Nadu.

2. The learned counsel on either side submitted in unison that the parties have entered into a Memorandum of Settlement Agreement dated 06.06.2023 and on the basis of which, the dispute between them has been amicably settled before the Mediation and Conciliation Centre attached to this Court. Both the learned counsels have filed the said Memorandum of Settlement Agreement, before this Court and jointly prayed this Court to dispose this petition in terms of that Memorandum of Settlement Agreement.

3. The learned counsel for the petitioner submitted that at the time of admission of this petition, the petitioner has deposited a sum of Rs.5,68,057/- by way of Demand Draft No.523517 dated 14.12.2022 drawn on City Union Bank Ltd., Padappai Branch, Chennai in favour of “The Registrar General, High Court, Madras” and the Registry of this Court has credited the said amount in O.P.D.(Com.Div.)No.96703 of 2022. Therefore,



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the learned counsel prayed this Court to issue appropriate direction to the Registry to refund the said amount along with the accrued interest thereof, to the petitioner.

4. The learned counsel appearing for the respondent submitted that he has no objection to the aforesaid amount being refunded to the petitioner.

5. The Memorandum of Settlement Agreement dated 06.06.2023 entered into between the parties herein reads as follows:

“SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT entered into at Chennai on this the 6th day of June, 2023.

BETWEEN

*M/s.Kalyani Stampings (Pvt) Ltd.,
Represented by its Vice-President,
Mr.S.Ramachandran,
No.2/9, Perinjambakkam Main Road,
Rajiv Gandhi Nagar, 1st Street,
169, Kuzhangalcherry Village,
Sriperumbudur Taluk,
Kanchipuram District – 601 105.*

...Petitioner

AND

*M/s.Hi-Tech Enterprises,
No.100/392 (NP), SIDCO Industrial Estate,
Ambattur,
Chennai – 600 098.*



differences.

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WHEREAS 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.

And whereas, under these circumstances, the parties wanted to end their conflict and avoid further litigation and amicable resolve the issue and have come to an understanding;

AND NOW THIS MEMORANDUM OF SETTLEMENT AGREEMENT WITNESSETH:

- 1. M/s.Kalyani Stampings (Pvt) Ltd., petitioner herein, agreed to pay a sum of Rs.3,25,000/- (Rupees Three Lakhs Twenty Five Thousand Only) to M/s.Hi-Tech Enterprises, the respondent herein, and in turn M/s.Hitech Enterprises, agreed to return the machining fixtures and all defective parts belonging to the M/s.Kalyani Stampings (Pvt) Ltd., petitioner herein namely:-*

<i>3106 and FVDPN</i>	<i>02 nos.</i>
<i>Machining Fixture</i>	
<i>3052/53 – Stator Bracket</i>	<i>64 nos.</i>
<i>3054 – Chassis Bracket</i>	<i>25 nos.</i>

- 2. In the Mediation both the parties have mutually agreed to settle the disputes. A sum of Rs.3,25,000/- (Rupees Three Lakhs Twenty Five Thousand only) is agreed to be paid by*



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petitioner towards full and final settlement for the entire claim of the M/s.Hi-Tech Enterprises, respondent herein.

- 3. The M/s.Kalyani Stampings (Pvt) Ltd., agreed that the above mentioned sum of Rs.3,25,000/- (Rupees Three Lakhs Twenty Five Thousand Only) will be paid on this date i.e., 06.06.2023 before the learned Mediator, by way of Demand Draft bearing No.635006 drawn on City Union Bank Ltd., Padappai Branch, Chennai dated 02.06.2023.*
- 4. The M/s.Kalyani Stampings (Pvt) Ltd., had deposited a sum of Rs.5,68,058/- (Rupees Five Lakhs Sixty Eight Thousand and Fifty Eight Only) before this Hon'ble Court at the time of filing the above case, the M/s.Hi-Tech Enterprises, has agreed and no objection to withdrawal the above mentioned sum of Rs.5,68,058/- by M/s.Kalyani Stampings (Pvt) Ltd., along with the interest by obtaining appropriate order from the Hon'ble High Court.*
- 5. M/s.Hi-Tech Enterprises has handed over the Machine and defective materials as per the detail given above to M/s.Kalyani Stampings (Pvt) Ltd., by today morning i.e., 06.06.2023 @ 10 A.M.*

Whereas on signing this agreement the parties hereto state that they have no further claims or demands against each other and all disputes and differences in the regard have been amicably settled by the parties hereto through the process of Mediation.”



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6. The above Memorandum of Settlement Agreement is recorded and the same shall form part of the order.

7. Considering the above submissions made by the learned counsel on either side, this Court is inclined to dispose of this petition in terms of the aforesaid Memorandum of Settlement Agreement. Accordingly, this petition is disposed of in terms of the Memorandum of Settlement Agreement dated 06.06.2023 entered into between the parties. Registry is directed to refund the sum of Rs.5,68,057/- (Rupees Five Lakhs Sixty Eight Thousand and Fifty Seven Only) in the credit of O.P.D.(Com.Div.)No.96703 of 2022 along with the accrued interest thereof, to the petitioner, forthwith. No costs. Consequently, connected miscellaneous application is closed.

12.06.2023

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Index : Yes/No

Speaking Order (or) Non Speaking Order

KRISHNAN RAMASAMY, J.



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