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C.S. No.203 of 2008

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 19.08.2024

CORAM

THE HON'BLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.No.203 of 2008

M/s. Vinjane Centre, Partnership Firm,
Rep.by its Partners,
1.Mr. Cleetus Vincent,
2.Mrs. Imelda Cleetus

... Plaintiffs

Versus

1.Hexaware Technologies Limited,
Rep. by its Chairman,
Mr. Atul. K. Nishar

2.Hexaware Technologies Limited,
Rep. by its Executive Director,
Mr. P.K. Srdharan

3.M/s. Aban Groups,
Rep.by its Managing Director,
Mr. Regi Abraham

... Defendants

PRAYER: Civil Suit plaint filed under Order IV Rule 1 of the O.S. Rules
r/w Order VII Rule 1 of Civil Procedure Code, pleased to pass a Judgment
and Decree in favour of the Plaintiffs and against the Defendants:

(a) directing the 1st and 2nd defendants to pay a sum of Rs.9,29,78,



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369/- to the plaintiffs with further interest at the rate of 24% from the date of filing of the suit till the date of realization;

(b) directing the defendants to quit and deliver vacant possession of the schedule A and B mentioned properties;

(c) directing the 1st and 2nd defendants to pay a sum of Rs.14,57,345/- being the future damages towards the schedule mentioned properties agreed under the various agreements payable on or before 10th of every succeeding English calendar month without any default from the date of filing the plaint till vacating and handing over the vacant possession;

(d) for a permanent injunction restraining the defendants, their men, agents, staffs or subordinates or any other person claiming through them or on behalf of from in any way parting with possession or subletting or inducting third parties in respect of the schedule mentioned properties;

(e) for costs of the suit.

For Plaintiff : Mr. Ashok Menon

For Defendants : M/s. Arva Merchant (for D1 to D2)
: Ex-parte – D3.



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J U D G M E N T

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By order dated 23.02.2024, the matter was referred to the Mediation Centre annexed to this Court. Pursuant thereto, the parties reached a settlement and reduced such settlement into writing under Settlement Agreement dated 25.06.2024. Such Settlement Agreement has been placed on record. The plaintiff has signed the Settlement Agreement through the Managing Partner, Mr. Cleetus Vincent, and the defendant has executed the same through Ms. Anruta Yadav, authorized signatory.

2. The plaintiffs and the first and second defendants are represented through their respective counsel.

3. The settlement agreement provides, in relevant part, as under:-

“1.1. The parties mutually agree to the following terms of the settlement:

1.11. Against Vinjane's claims of, inter alia, (i) INR 9,29,78,369/-(Rupees Nine Crores Twenty Nine Lakhs Seventy Eight Thousand Three Hundred and Sixty Nine Only) with interest



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at 24% towards licence fees, amenities charges, maintenance charges, garden charges, car parking charges, service tax, damages to the premises and amenities an interest on outstanding amount and, (ii) INR 14,57,345/- (Rupees Fourteen Lakhs Fifty Seven Thousand Three Hundred and Forty Five Only) towards future damages in relation to the suit property as set out in the Suit, Hexaware has (subject to terms of this Settlement Agreement) agreed to pay and Vinjane has agreed to receive a full and final settlement sum of INR 4,50,00,000- (Rupees Four Crores Fifty Lakhs Only) to be paid strictly in the manner as set out herein below (**"Settlement Amount"**).

1.1.2 Hexaware will pay Vinjane a lumpsum amount of INR 4,50,00,000- (Rupees Four Crores Fifty Lakhs Only), (inclusive of all applicable taxes), subject to the direction of the Hon'ble Madras High Court on deduction of tax deductible at source, i.e., TDS, by Hexaware



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through mediation agreed to a settlement amount of Rs.4,50,00,000/-

(Rupees Four Crores Fifty Lakhs Only), inclusive of all applicable taxes. I

see no legal impediment to issuing a decree in terms of such Settlement Agreement.

5. Therefore, C.S.No.203 of 2008 is disposed of in terms of Settlement Agreement dated 25.06.2024. Such settlement agreement shall form an integral part of the decree. Since such settlement was arrived at pursuant to the reference to the Mediation Centre, the Registry is directed to refund the Court fee to the plaintiff.

19.08.2024

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