



C.M.A.No.2116 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.02.2024

CORAM:

THE HONOURABLE MR.JUSTICE K. RAJASEKAR

**C.M.A.No.2116 of 2021**

1. Sengodan
2. Thangavel
3. Natarajan

... Appellants

Vs.

1. Kumaran Blue Metals,  
Prop:  
R.Sulochana  
Vatthamparai  
Kattanachampatty Post,  
Rasipuram Taluk, Namakkal District.
2. United India Insurance Co., Ltd.,  
Branch Office 5 – B/11, SBI Upstairs,  
Salem Road, Rasipuram. .

... Respondents

**Prayer:** This Civil Miscellaneous Appeal is filed under Section 173 of Motor Vehicles Act, 1988, against the judgment and decree dated 06.12.2017 made in M.C.O.P.No.829 of 2012 on the file of Motor Accident Claims Tribunal, Principal District Judge, Namakkal.



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C.M.A.No.2116 of 2021

For Appellant : Mr.T.S.Arthanareeswaran  
For Respondents : Mr.S.Varun

for M/s,S.Manuraj for R1

### **J U D G M E N T**

This Civil Miscellaneous Appeal was referred for mediation to Tamil Nadu Mediation and Conciliation Centre, High Court, Madras.

2. A communication dated 01.02.2024 of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, enclosing a copy of its report dated 31.01.2024 has been received, wherein it is stated as follows:-

*"Respondent No.1 only appeared. Parties have entered into a Memorandum of Understanding on 27.01.2024 at Namakkal. Hence submitted back to Hon'ble Court"*

3. As the parties have arrived at a settlement in terms of the Memorandum of Understanding dated 27.01.2024, this appeal is listed for passing of an order in terms of the settlement.

4.The Memorandum of Understanding dated 27.01.2024, signed by the parties and their respective counsel reads as follows:-





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C.M.A.No.2116 of 2021

AND

(1) S. Sengodan, S/o. Sellappa Gounder, aged about 72 years, residing at Door No. 64/100, 1<sup>st</sup> Street, Sengodampalayam, Thiruchengode Taluk, Namakkal District,

(2) S. Thangavel, S/o.S. Sengodan, aged about 48 years, residing at Door No. 64/100, 1<sup>st</sup> Street, Sengodampalayam, Thiruchengode Taluk, Namakkal District, and

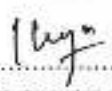
(3) S. Natarajan, S/o. S. Sengodan, aged about 46 years, residing at Door No. 64/100, 1<sup>st</sup> Street, Sengodampalayam, Thiruchengode Taluk, Namakkal District (hereinafter, collectively, "Parties of the Second Part" which expression shall wherever the context so permits mean and include their legal representatives, successors, administrators, heirs and assigns).

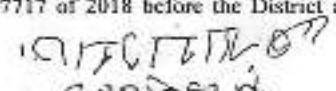
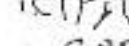
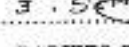
The Party of the First Part and the Parties of the Second Part shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS** in 2012, the Parties of the Second Part had filed M.C.O.P. Nos. 829 & 830 of 2012 before the Learned Motor Vehicle Accident Claims Tribunal/Principal District Judge, Namakkal (hereinafter, "Tribunal") against the Party of the First Part and United India Insurance Company Limited, Rasipuram under Section 166 of the Motor Vehicles Act, 1988 claiming compensation;

**AND WHEREAS** the Party of the First Part was set aside in the above proceedings and the Learned Tribunal had passed a Common Order dated 06.12.2017 (hereinafter, "Order dated 06.12.2017") in M.C.O.P. Nos. 829 & 830 of 2012 directing the Party of the First Part to pay compensation to the Parties of the Second Part;

**AND WHEREAS** aggrieved by the Order dated 06.12.2017, the Party of the First Part had filed C.F.R. Nos. 7714 to 7717 of 2018 before the District and

  
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PARTY OF THE FIRST PART

  
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PARTIES OF THE SECOND PART



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Sessions Court, Namakkal seeking to set aside the Order dated 06.12.2017, which were rejected vide Docket Order dated 04.07.2020 (hereinafter, "Order dated 04.07.2020");

**AND WHEREAS** pursuant to the Order dated 06.12.2017, the Parties of the Second Part had filed E.P. Nos. 37 & 47 2019 before the Fast Track Mahila Court, Namakkal seeking enforcement of the Order dated 06.12.2017 and the same are pending before the Fast Track Mahila Court, Namakkal;

**AND WHEREAS** aggrieved by the Order dated 04.07.2020, the Party of the First Part had filed C.R.P. Nos.2249, 2253, 2260&2261 of 2020 before the Hon'ble Madras High Court seeking to set aside the Order dated 04.07.2020 and the same are pending before the Hon'ble Madras High Court;

**AND WHEREAS** the Parties of the Second Part had also filed C.M.A. No. 2116 of 2021 before the Hon'ble Madras High Court seeking enhancement of the compensation granted vide Order dated 06.12.2017 and the same is pending before the Hon'ble Madras High Court;

**AND WHEREAS** considering the time that has passed since the filing of the claims in 2012, both the Parties now wish to settle all the above-mentioned disputes and cases as per the terms and conditions as set out in this Memorandum of Understanding.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETHAS FOLLOWS:**

(a) In consideration of settling the above disputes and cases, the Party of the First Part hereby acknowledges and agrees to:

1. Pay a sum of INR 5,00,000/- (*Rupees Five Lakhs only*) vide Cheque bearing No. 525104 drawn on Canara Bank, Rasipuram Branch in favour of S. Sengodan (1<sup>st</sup> Party of the Second Part);

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

*[Signature]*

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART



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- ii. Pay a sum of INR 5,00,000/- (*Rupees Five Lakhs only*) vide Cheque bearing No. 525105 drawn on Canara Bank, Rasipuram Branch in favour of S. Thangavel (2<sup>nd</sup> Party of the Second Part);
- iii. Pay a sum of INR 5,00,000/- (*Rupees Five Lakhs only*) vide Cheque bearing No. 525106 drawn on Canara Bank, Rasipuram Branch in favour of S. Natarajan (3<sup>rd</sup> Party of the Second Part);

and the Parties of the Second Part agree that they have received the payment *via* Cheques as stated supra.

- (b) The Parties agree that the payment specified in Clause (a) above constitutes the full and final settlement in relation to the disputes and cases set out in this Memorandum of Understanding.
- (c) The Parties agree that the settlement envisaged herein is effected only with a view to amicably settle the disputes between the Parties and that the Party of the First Part does not admit any liability whatsoever with respect to any of the claims and/or cases filed by the Parties of the Second Part.
- (d) The Parties of the Second Part agree that, having received the above amount, they will not pursue E.P. Nos. 37 & 47 of 2019 pending before the Fast Track Mahila Court, Namakkal and shall withdraw the same within a period of 30 days from the date of execution of this Memorandum of Understanding.
- (e) The Parties of the Second Part also agree that they will not pursue C.M.A. No. 2116 of 2021 pending before the Hon'ble Madras High Court and shall withdraw the same within a period of 30 days from the date of execution of this Memorandum of Understanding.
- (f) The Party of the First Part similarly agrees that they will not pursue C.R.P. Nos. 2249, 2253, 2260 & 2261 of 2020 pending before the Hon'ble Madras High Court and shall withdraw the same within a period of 30 days from the date of execution of this Memorandum of Understanding.

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PARTY OF THE FIRST PART

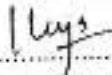
1. *[Signature]*  
2. *[Signature]*  
3. *[Signature]*  
.....  
PARTIES OF THE SECOND PART

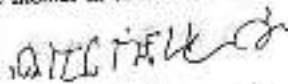


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- (g) The Parties agree that they shall mutually endeavour to take the steps necessary to withdraw the respective cases pending before the various Courts and shall file the necessary Affidavits/ Memos before such Courts as the case may be for the successful withdrawal and disposal of the cases pending before such courts.
- (h) The Parties agree that upon signing this Memorandum of Understanding, the Parties of the Second Part and their advocates shall handover all the originals and photocopies of all the documents in relation to their claim against the Party of the First Part and covenant that they have no claims against the Party of the First Part.
- (i) The Parties of the Second Part agree that by virtue of this Memorandum of Understanding, all disputes, differences and claims of the Parties of the Second Part against the Party of the First Part in connection with the above disputes, including the right to seek compensation pursuant to the Order dated 06.12.2017 and any consequent rights or remedies arising out of the same, stand extinguished.
- (j) The Parties of the Second Part undertake that there shall be no further claims with respect to the above disputes. The Parties of the Second Part agree that in the event of breach of any of the provisions of this Memorandum of Understanding by the Parties of the Second Part, the Parties of the Second Part shall indemnify the Party of the First Part against all expenses, loss, injury, damage and costs (including legal costs) reasonably incurred by or awarded against the Party of the First Part arising from any such breach of this Memorandum of Understanding.
- (k) The Parties of the Second Part represent and warrant that S. Sengodan, S. Thangavel and S. Natarajan (Parties of the Second Part herein) are the only legal heirs of the (Late) Ms. Nallammal and that no other persons shall be entitled to claim or receive monies in connection with the above disputes.

  
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PARTY OF THE FIRST PART

  
2. S. Thangavel,  
3. S. Natarajan  
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PARTIES OF THE SECOND PART

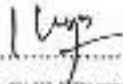
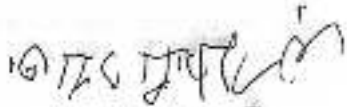
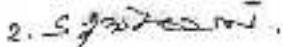


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- (l) The Parties of the Second Part agree that the settlement envisaged herein and the operation of this Memorandum of Understanding do not preclude or prevent the Party of the First Part from proceeding or claiming against the insurance company involved in the above disputes, *i.e.*, United India Insurance Company Limited and/or its agents.
- (m) This Memorandum of Understanding constitutes the entire agreement of the Parties on the above disputes. This Memorandum of Understanding supersedes and extinguishes all prior understandings and instruments between the Parties on the purpose of this Memorandum of Understanding and any representation or warranty previously given.
- (n) This Memorandum of Understanding may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Memorandum of Understanding or any provision herein may not be amended or modified other than by a written instrument executed by the Parties or by the duly authorised representatives of the Parties.
- (o) If any provision of this Memorandum of Understanding is held to be invalid or unenforceable by a Court of competent jurisdiction, such provision, to the extent that it is found to be illegal or unenforceable, shall be deemed to be severed from this Memorandum of Understanding and the remaining provisions will nevertheless remain in full force and effect.
- (p) The Parties agree to co-operate with each other to carry out all the acts set out above and incidental or ancillary thereto and to execute the necessary documents for the purpose of fulfilling the terms of this Memorandum of Understanding both in letter and in spirit, without any demur.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Memorandum of Understanding as of the date first written above.

|                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>.....<br>PARTY OF THE FIRST PART | <br>1. <br>2. <br>3. <br>.....<br>PARTIES OF THE SECOND PART |
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Signed by  
PARTY OF THE FIRST PART

M. Murugan  
Authorised Representative  
KUMARAN BLUE METALS

Signed by  
PARTIES OF THE SECOND PART

S. SENGODAN

S. THANGAVEL

S. NATARAJAN

IN THE PRESENCE OF:

Witness 1

Name: A. MEGAMATHAN

S/o: P. ANGAMUTHAN

ID Type: Aadhaar

ID No: 6141 2114 7743

CONTACT NO: 99655 90497

Witness 2

Name: K. RAJU

S/o: S. KANDAN

ID Type: Aadhaar

ID No: 5822 3293 9608

Contact W/L, M/D: 9443635188

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART



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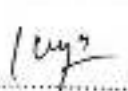


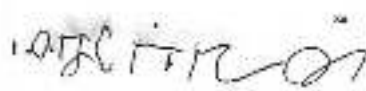
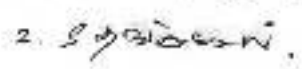
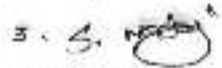
Address:

3/AA, THANGASALA STREET  
YENHANDUR, 637505  
MAHAKKAL DIST.

Address:

C.73/229 TNAR COLONY  
KOLLAPATTY, ANIMARU. PD  
TIRUVENKATE, 632.214  
NAMA KAL. D.

  
PARTY OF THE FIRST PART

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PARTIES OF THE SECOND PART



C.M.A.No.2116 of 2021

5. In terms of settlement arrived at between the parties which is recorded under the Memorandum of Understanding by the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras in its Report dated 31.01.2024, this Civil Miscellaneous Appeal is disposed of recording the Memorandum of Understanding. The Memorandum of Understanding and the report of the Mediation Centre shall form part of this Judgment. Consequently, connected miscellaneous petition is closed.

**23.02.2024**

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C.M.A.No.2116 of 2021

**K. RAJASEKAR,J.**

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To

1.The Motor Accident Claims Tribunal,  
Principal District Judge, Namakkal.

2.The Section Officer,  
VR Section,  
High Court,  
Madras.

**C.M.A.No.2116 of 2021**

**23.02.2024**

12/10