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OSA (CAD) Nos.30 & 31 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.04.2025

CORAM :

THE HON'BLE MR.K.R.SHRIRAM, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE MOHAMMED SHAFFIQ

OSA (CAD) Nos.30 & 31 of 2025

&

C.M.P.Nos.4724, 4725, 4727 & 4728 of 2025

M/s. Kaleesuwari Refinery Pvt. Ltd.

Rep. by its Authorised Signatory

No.5, Mambakkam Road

Vengaivasal, Chennai 600 073.

Appellant in
both OSAs.

Vs.

Starpac Inida Limited

Rep. by its Director Vishal Kumar

AC22B SIDCO Industrial Estate

Thirumudivakkam

Chennai 600 044.

Respondent in
both OSAs.

Prayer : Appeals under Section 13(1) of Commercial Courts Act read with
Clause 15 of the Letters Patent against the common order dated 03.09.2024
made in A.Nos.2306 & 2309 of 2024.



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For Appellant : Mr.Prahalad K.Bhat

For Respondent : Mr.S.Sashidhar

JUDGMENT

(Judgment of the Court was delivered
by the Hon'ble Chief Justice)

The parties have amicably settled the matter in mediation.

2. The mediation report dated 24.03.2025, annexing the Settlement Agreement also dated 24.03.2025, is received on file.

3. The mediation report, along with the Settlement Agreement, is scanned and re-produced below:



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**TAMIL NADU MEDIATION AND CONCILIATION CENTRE (TNMCC),
HIGH COURT, MADRAS**

MEDIATION REPORT

Mediation File No. : 219/25
Court Case No. : OSA (CAD) nos. 30 & 31/25 &
Cmp. nos. 4724, 4725, 4727 & 4728/25
Referred By : Hon'ble Mr C-J & MSQJ
Date of Referral : 24/12/2025
Name of the Mediator(s) : T. Gouthaman
Dates of Mediation Sessions : 12/3/25, 14/3/25, 19/3/25,
24/3/25
Name of the Petitioner(s) : Kakasummi Refining Pvt. Ltd
Name of the Respondent(s) : Starpac India Ltd.
Counsel for Petitioner(s) : m/s. Prachalad K. Bhat
Counsel for Respondent(s) : m/s. S. Sashidhar.

- ☒ 1. Mediation completed. Agreement enclosed.
or
2. Mediation completed. No agreement was reached.
or
3. Petitioner(s)/appellant(s)/plaintiff(s) only appeared.
Willing/ not willing for mediation.
or
4. Respondent(s)/Defendant(s) only appeared.
Willing/ not willing for mediation.
or
5. Both parties were absent consecutively for three hearings.
Mediation Could not be commenced.

Dated : 24/03/2025


Signature of the Mediator(s)



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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on 24.03.2025 between

Kaleesuwari Refinery (Pvt) Ltd., Chennai

and

Starpac India Ltd., Chennai



WHEREAS

1. Disputes and differences had arisen between the Parties hereto and OSA (CAD) Nos.30 & 31/2025 & CMP.Nos.4724, 4725, 4727 & 4728/2025 were filed by M/s Kaleesuwari Refinery (Pvt) Ltd., Chennai before the Hon'ble High Court, Madras.

2. The matters were referred to mediation/conciliation vide an order dated 24.02.2025 passed by the Hon'ble First Bench of the Hon'ble High Court, Chennai.

3. The Hon'ble First Bench had ordered that Mr.T.Gowthaman, Senior Advocate, would act as their Mediator/ Conciliator.

4. Several meetings were held during the process of Mediation Conciliation from 12.03.2025 to 24.03.2025 and the Parties have, with the assistance of the Mediator/Conciliator, voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences.

5. 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/Conciliator.

For Kaleesuwari Refinery Private Limited

Authorised Signatory

For STAR PAC INDIA LTD.

Director



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6. The following settlement has been arrived at between the Parties hereto:

i) As agreed between the Parties in the course of the mediation, M/s Kaleesuwari Refinery (Pvt) Ltd., Chennai, the Appellant in the aforesaid O.S.A(s), has produced a Cheque drawn in favour of M/s Starpac India (P) Ltd, the Respondent in the aforesaid O.S.A(s) dated 24.03.2025, bearing No.090539 drawn on HDFC Bank, R.K.Salai Branch for a sum of Rs.87,50,000/- (Rupees Eighty-Seven Lakhs Fifty Thousand Only).

ii) The said Cheque was received by M/s Starpac India (P) Ltd., the Respondent in the aforesaid O.S.As, as full and final settlement of all the claims between the parties.

iii) Both parties agree that there are no further claims or counter claims against each other and the aforesaid amount of Rs.87,50,000/- (Rupees Eighty-Seven Lakhs Fifty Thousand Only) shall constitute the conclusive amount of settlement between the Parties, giving full quietus to the issues between them.

iv) In the light of the same, M/s Starpac India (P) Ltd undertakes to report full satisfaction before the Execution Court (Master Court) and enable M/s Kaleesuwari Refinery (Pvt) Ltd to withdraw the sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs only) deposited by it to the credit of E.P.Diary No.148194/2023.

v) Similarly, M/s Starpac India (P) Ltd., shall also endorse No-objection for the Appellant withdrawing the sum of Rs.92,87,547/- (Rupees Ninety-Two Lakhs Eighty-Seven Thousand Five Hundred and Forty-Seven Rupees only) in Arb.O.P. (Comm) Division Diary No.137436/2022, which had been deposited by the Appellant at the time of filing/representing the aforesaid O.P.

For Kaleesuwari Refinery Private Limited

Authorised Signatory

For STAR PAC INDIA LTD

Director



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7. By signing this Agreement, the Parties hereto reiterate that they have no further claims or demands against each other and all disputes and differences between them have been amicably settled through the process of conciliation/Mediation. On the aforesaid terms, the mediation is concluded.

DATE: 24.03.2025

For STAR PAC INDIA LTD.

For Kaleesuware Refinery Private Limited

PARTIES' SIGNATURE

Authorized Signatory
(Petitioner)

(Respondent)

COUNSELS' SIGNATURE

(Petitioner)

(Respondent)





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4. Counsel for respondent states that respondent has received Rs.87,50,000/- in full and final settlement. Counsel for appellant states appellant has received Rs.1,50,00,000/- from the Registry, together with accumulated interest.

5. As regards Rs.92,87,547/- referred to in paragraph 6(v) of the Settlement Agreement, counsel for respondent states respondent has no objection if the Registry returns this amount to appellant, together with the accumulated interest if any.

6. Accordingly, appeals are ordered in terms of the Settlement Agreement.

7. Registry to return the amount mentioned in paragraph 6(v) of the Settlement Agreement within five working days of receiving an application from appellant's advocate, together with accumulated interest if any.



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8. There shall be no order as to costs. Consequently, all the interim applications also stand disposed of.

9. Refund, if any, of Court fees, in accordance with Rules.

(K.R.SHRIRAM, CJ)

(MOHAMMED SHAFFIQ,J.)

01.04.2025

Index : Yes/No
Neutral Citation : Yes/No

kpl

To

The Sub Assistant Registrar
Original Side
High Court
Madras



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THE HON'BLE CHIEF JUSTICE
AND
MOHAMMED SHAFFIQ.J.

(kpl)

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