



OSA (CAD) No.83 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 18.11.2025

CORAM

THE HONOURABLE Dr.JUSTICE G.JAYACHANDRAN
and
THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

O.S.A (CAD) No.83 of 2025
and CMP.No.18760 of 2025

1. Mrs.Sudha Sreeraj
W/o Late Ramachandran alias B.Sreeraj
2. Sakthi R.Shri Lakshmi
D/o Late Ramachandran alias B.Sreeraj

Both the respondents residing at
No.7/4, Thiru Nagar, Dhanalakshmipuram North
Trichy Road, Coimbatore – 641 005.

.... Appellants

V.

Urmanan Mookan
S/o Mookan
residing at No.1/161/A27, Mani Nagar,
Kattu Paramakudi
Ramanathapuram District - 623707

.... Respondent

Prayer:Original Side Appeal has been filed under Section 37(1)(b) of the
Arbitration and Conciliation Act, 1996 read with Section 13A of the



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Commercial Courts Act along with OSA Rules.

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For Appellants :Mr.Sam Jayaraj Houston

For Respondent :Mr.Eswar Kumar

J U D G M E N T

Dr.G.Jayachandran, J.

This intra Court appeal has been filed under Section 37(1)(b) of the Arbitration and Conciliation Act, 1996 read with Section 13A of the Commercial Courts Act along with OSA Rules by the first respondent in O.A.No.58 of 2025, filed under Section 9 of the Arbitration and Conciliation Act, 1996.

2. Pending appeal, the parties have arrived at a settlement and a joint memorandum of compromise dated 17.11.2025 is filed.

3. Learned counsel for the appellants states that pursuant to the order passed by the learned single Judge, learned Arbitrator has commenced the arbitration proceedings. However, in view of the subsequent development of compromise entered into between the parties, the same will be reported to the learned Arbitrator for further orders.



4. The Joint Memorandum of Compromise dated 17.11.2025 is

extracted below:

'The parties to this Memorandum of Compromise, namely the Appellants and the Respondent, shall mean and include themselves, their men, agents, representatives, power-holders, assigns, successors-in-interest and all persons claiming under them or through them in any manner whatsoever.

1. The Appellants and the Respondent have amicably resolved all disputes arising out of the unregistered sale agreement dated 23.02.2022, the proceedings in O.A. No. 58 of 2025 and the subject matter of the present O.S.A. (CAD) No. 83 of 2025, on the terms set out below.

2. The Appellants agree to pay the Respondent a total sum of ? 6,50,00,000/- (Rupees Six Crores Fifty Lakhs Only) in full and final settlement of all claims of the Respondent, Mr. Urumanan Mookkan against the Appellants and against the estate of Late. Ramachandran @ B. Sreeraj in relation to the said transaction.

3. The above settlement amount shall be paid as under:

(a) A sum of ?1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) shall be paid on Monday, by Demand Draft in favour of the respondent or by RTGS on or before 17.11.2025.

(b) The balance sum of ?5,00,00,000/- (Rupees Five Crores Only) shall be paid within 45 (forty-five) days from the date of execution (on or before 31ST DECEMBER 2025) of this Memorandum of Compromise.

4. All payments under this Memorandum shall be made either by Demand Draft in favour of the respondent or by RTGS into the following bank accounts standing in the name of the Respondent:



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Account 1:

Account Holder Name: URUMANAN MOOKKAN

Account Number: 918030091647288

IFSC Code: UTIB0001502

Bank: Axis Bank

Branch: Paramakudi Branch, Ramanathapuram District - 623 707

Account 2:

Account Holder Name: URUMANAN MOOKKAN

Account Number: 918030091647350

IFSC Code: UTIB0001502

Bank: Axis Bank

Branch: Paramakudi Branch, Ramanathapuram District-623 707

The Appellants may split the amounts between the above two accounts as may be instructed by the Respondent.

5. The parties state that the arbitration proceedings Arb OP (Commercial Division) No.153 of 2025 initiated before the learned Arbitrator Mr. Justice D. Krishnakumar stand terminated by mutual consent in terms of Section 32(2)(c) of the Arbitration and Conciliation Act, 1996 and no claim or counter-claim in respect of the subject transaction shall survive before the learned Arbitrator.

6. The parties further agree that the injunction order dated 04.03.2025 passed in O.A. No. 58 of 2025 shall stand vacated upon this Hon'ble Court recording this Memorandum of Compromise in O.S.A. (CAD) No. 83 of 2025. In case the appellants not paying the full kettlement amount on or before 31.12.2025 to the respondent, both parties agree that the order of Injunction granted in O.A.No. 58 of 2025 shall stand restored to its original date & form with all the consequences attached to it; and the appellants are bound by it, and also it entails the



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respondent to restore the Arbitral proceedings in the same position as it stands today.

7. Upon receipt of the entire settlement amount of ₹6,50,00,000/- (Rupees Six Crores Fifty Lakhs Only), the Respondent shall treat all claims, demands and causes of action arising out of or in connection with the unregistered sale agreement dated 23.02.2022, the alleged payments (whether by cash or otherwise), the proceedings in O.A. No. 58 of 2025 and the subject matter of the present appeal as fully and finally settled and extinguished. Both the parties shall not initiate or continue any arbitration, civil proceedings, criminal complaint, police complaint, money recovery proceedings or any other proceedings of any nature whatsoever against each other in respect of the said transaction. The Appellants and the Respondent further agree that upon the payment of full settlement amount, the unregistered sale agreement dated 23.02.2022 has become unexecutable and is null and void.

8. This Memorandum of Compromise is entered into without any admission of liability on the part of the Appellants and solely with a view to bring about a complete and final resolution of the disputes between the parties. This compromise shall be binding on the parties and on their respective legal heirs, representatives, administrators and assigns.

9. The parties therefore jointly pray that this Hon'ble Court may be pleased to:

(a) record this Memorandum of Compromise in O.S.A. (CAD) No. 83 of 2025 and dispose of the said appeal in terms of this Memorandum of Compromise by making this memo of compromise as part and parcel of the decree;

(b) record that the injunction order dated 04.03.2025 in O.A. No. 58 of 2025 stands vacated from the date of execution of this



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memorandum and terminate the arbitration proceedings Arb OP (Commercial Division) No. 153 of 2025 before the learned Arbitrator Mr. Justice D.Krishnakumar; and pass such further and other orders as this Hon'ble Court may deem fit and property in the circumstances of the case.'

5. Taking into consideration the terms of compromise, which is extracted above, this appeal stands disposed with no order as to costs. Interim order, if any, passed in O.A.No.58 of 2025 stands vacated. Connected Miscellaneous Petition is closed.

(Dr.G.J.J.) & (M.S.K.J.)
18.11.2025

Index:yes/no
Internet:yes
Speaking order/non speaking order
Neutral citation:yes/no
sl
To
The Sub-Assistant Registrar
Original Side, High Court, Madras.

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and CMP.No.18760 of 2025