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O.S.A. (CAD) No.53 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.06.2025

CORAM :

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

AND

THE HON'BLE MR.JUSTICE SUNDER MOHAN

O.S.A. (CAD) No.53 of 2025
and C.M.P.No.11654 of 2025

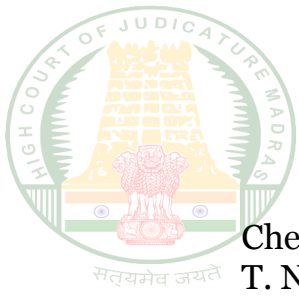
Dhanabakkiam Enterprises
Represented by Partner
No.5E, Mookambika Complex,
No.4, Lady Desika Road,
Mylapore, Chennai-600 004.

Appellant

Vs

1. Ganesan Prabhu
S/o.Late Mr.V.C.Ganesan,
Residing at "Annai Illam",
Old No.16, New No.37,
Chevalier Sivaji Ganesan Road,
T.Nagar, Chennai 600 017.
2. Eshan Productions
Represented by its Partners
R.G.Dusshyanth and Abirami Dusshyanth,
Having place of business at
No.6, 1st Floor, Shanmugam Street,
Gopalapuram,
Chennai-600 014.

Also having its office at
Old No.16, New No.37,



O.S.A. (CAD) No.53 of 2025

Chevalier Sivaji Ganesan Road,
T. Nagar, Chennai 600 017.

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3. R.G. Dushshyanth, S/o. Ramkumar Ganesan
4. Abirami Dushshyanth, W/o. Dushshyanth
5. Ram Kumar Ganesan, S/o. V.C.Ganesan
3rd - 5th respondents residing at
Old No.16, New No.37,
Chevalier Sivaji Ganesan Road,
T. Nagar, Chennai 600 017.

Respondents

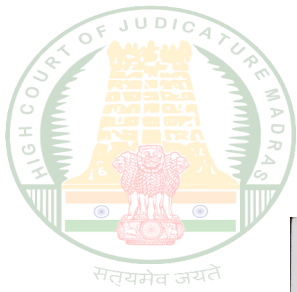
PRAYER : Appeal filed under Section 13(1) of the Commercial Courts Act, 2015 to set aside the judgment and decree passed in Application No.1582 of 2025 in E.P.No.68 of 2024 dated 21.04.2025.

For Appellant:	Mr. P. Mohankumar
For Respondents:	Mr.Sandosh Saravanan for respondent No.1 Mr.G.V.Sridharan for respondent Nos.2 to 5

JUDGMENT

(Delivered by the Hon'ble Chief Justice)

Counsels tender a joint memo of compromise dated 12.06.2025, which is taken on record as “X” for identification. Counsels also identified the signatures made therein and assured that these signatures were put in their presence. For ease of reference, the joint memo of compromise is scanned and re-produced below:



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O.S.A. (CAD) No.53 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Appellate Jurisdiction)

O.S.A. (C.A.D) No. 53 of 2025

X/E
23/6/25

1. M/s. Dhanabakkiam Enterprises
Represented by its Partner
No. 5E, Mookambika Complex, No.4,
Lady Desika Road, Mylapore,
Chennai - 600004

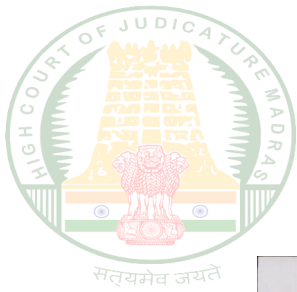
...Appellant

Vs.

1. Ganesan Prabhu
Son of late Mr. V.C. Ganesan
Residing at "Annai Illam", Old No. 16,
New No. 37, Chevalier Sivaji Ganesan Road,
Thiyagaraya Nagar, Chennai - 600017
2. Eshan Productions
Represented by its Partners
Mr. R. G. Dushshyanth and Mrs. Abirami Dushshyanth,
Having place of business at No. 6,
1st Floor, Shanmugam Street, Gopalapuram,
Chennai - 600014

Also having office at Old No. 16,
New No. 37, Chevalier Sivaji Ganesan Road,
T. Nagar, Chennai - 600017
3. Mr. R. G. Dushshyanth
S/o. Ramkumar Ganesan
4. Mrs. Abirami Dushshyanth
W/o. Dushshyanth
5. Mr. Ram Kumar Ganesan S/o. V.C. Ganesan
3rd to 5th Respondents residing at
Old No. 16, New No. 37,
Chevalier Sivaji Ganesan Road,
T. Nagar, Chennai - 600017

hmtm2
Comaker net no count for appl
Nahut



O.S.A. (CAD) No.53 of 2025

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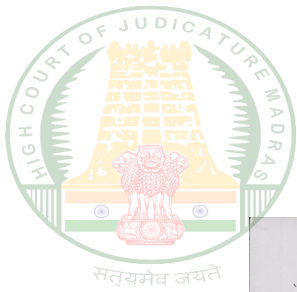
...Respondents

**JOINT MEMO OF COMPROMISE BETWEEN THE APPELLANT AND
RESPONDENTS 2 TO 5**

1. The Appellant/Decree Holder had filed an Execution Petition namely EP No. 68 of 2024 against the Judgment Debtors for enforcement of the arbitral award for the following amounts being ₹ 3, 74,75,000/- jointly and severally as principle amount together with interest from the date of default till 31-07-2023 amounting to ₹ 5,27,65,600/- in all amounting to ₹ 9,02,40,000/- by seeking attachment of immovable property. The said attachment of immovable property was ordered on 10.02.2025
2. Aggrieved by the said order of attachment, a third-party application to lift the Order of attachment was filed by the 1st Respondent herein namely A. No. 1582 of 2025 in E.P. No. 68 of 2024 seeking removal of the said attachment, which was allowed by the learned Single Judge vide Final Order dt. 21.04.25
3. Aggrieved by the said order, the Appellant/Decree Holder preferred the present Original Side Appeal (OSA).
4. Originally the proceedings commenced in light of the debts availed from the Decree Holder towards financial assistance for the production of the film by name "Jaga Jala Khiladi" by the 2nd - 4th Respondents with the 5th Respondent as the Guarantor which eventually ensued in arbitration, recovery, execution and other criminal proceedings against the Judgement Debtors.
5. Notwithstanding any of the aforesaid, the Judgement Debtors and Decree Holder in oneness of mind have met together and have amicably decided to resolve all disputes and pending claims by way of Settlement.

*Amid m
Counsel for Respondents*

Dehuni



O.S.A. (CAD) No.53 of 2025

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6. The Judgment Debtors has this day paid to the Appellant/Decree Holder and concluded the one-time all-encompassing settlement by paying a total sum of Rs. 2,85,00,000/- (Rupees Two Crores and Eighty five lakhs only) by Demand Draft dated 12.06.2025 bearing No. 151362333 drawn in favor of M/s. Dhanabakkiam Enterprises on Indian Overseas Bank, Peters Road Branch.

a. On receipt of the aforesaid settlement amount in full, the Appellant/ Decree Holder hereby discharges the Judgment Debtors from all liabilities arising out of and/or related to the subject matter of the present proceedings and all related claims and the Appellant/ Decree Holder this day provides a No Due Certificate in respect of the aforesaid liabilities to the Judgment Debtors in full quit of all the claims.

b. The Decree Holder/appellant hereby give up the 1st respondent in the above OSA as he has no claim against him.

c. The Decree Holder/ Appellant further agrees to withdraw the following cases filed against the Judgment Debtors and also waive all pending claims arising from therein:

i. BEFORE THE HON'BLE HIGH COURT OF MADRAS:

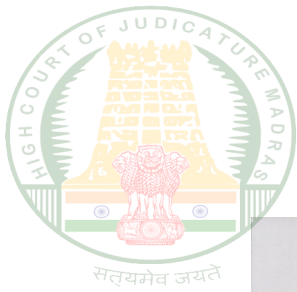
- a. EP. No. 68 of 2024
- b. Arb. No. (Com. Div.) No.62 of 2023 - Disposed
- c. A.No.1582 of 2025 in E.P.No.68 of 2024 - Disposed

ii. IN SAIDAPET COURT:

- a. STC. No. 2863 / 2022 filed by Akshay Sarin (HUF) - Amt:
Rs.81,25,000/-

Humidum
COUNSEL FOR DEBTORS

Dhanu
Counsel for Appal



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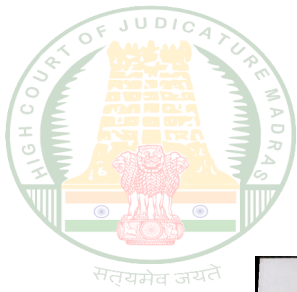
- b. STC. No. 2864 / 2022 filed by Akshay Sarin (HUF) - Amt:
Rs.46,80,000/-
- c. STC. No. 2865 / 2022 filed by M/s. Dhanabakkiam Enterprises - Amt:
Rs.30,00,000/-
- d. STC. No. 2866 / 2022 filed by M/s. Dhanabakkiam Enterprises- Amt:
Rs.1,00,00,000/-
- e. STC. No. 2867 / 2022 filed by M/s. Dhanabakkiam Enterprises- Amt:
Rs.1,18,82,500/-
- f. STC. No. 2587 / 2022 filed by Vansheeka Sarin Beneficiary Trust- Amt:
Rs.5,00,000/-
- g. STC. No. 2588 / 2022 filed by Vansheeka Sarin Beneficiary Trust -
Amt: Rs.33,66,000/-
- h. STC. No. 2589 / 2022 filed by M/s.Akshay Communication (P) Ltd. -
Amt: Rs.10,90,000/-

7. The Decree Holder/Appellant undertakes not to pursue any further or other claims against the Judgment Debtors in respect of the subject matter of the above proceedings and/or any related claims. The Decree Holder shall not have any claim against the Judgement Debtors upon receipt of the settlement amount agreed herein.

8. The Decree Holder/Appellant hereby unequivocally declares that all claims against the 5th Respondent (Mr. Ram Kumar Ganesan) in his capacity as Guarantor stand fully and finally extinguished. The Appellant relinquishes all rights to initiate or continue any proceedings, whether civil, criminal, or otherwise, against the 5th Respondent in relation to the subject matter of this dispute. The 5th Respondent shall stand permanently discharged from all liabilities, obligations, and charges

Handwritten signature in blue ink:
I hereby
confirm the above

Handwritten signature in blue ink:
Mahesh
Counsel for Appellant



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arising from or connected to the Guarantee Agreement(s) or these proceedings, including any future claims.

9. The Decree Holder/Appellant shall return all original negotiable instruments including cheques, promissory notes, vouchers, securities, and collateral documents issued by the Judgment Debtors within 7 days of this settlement. All rights to enforce or claim through these instruments stand permanently extinguished, and the Decree Holder expressly waives any future entitlement to initiate proceedings based on such documents, whether presently in their possession or subsequently discovered.

For DHANABAKKAM ENTERPRISES
Managing Partner / Partner

10. This compromise is entered into voluntarily, without any coercion, fraud, or undue influence and the parties undertake to abide by the terms of this compromise in letter and spirit.

For ESHAN PRODUCTIONS
Partner

11. The parties pray that this Hon'ble Court may be pleased to record this Memo of Compromise and pass an order in terms thereof and dispose of the OSA accordingly. Each party shall bear its own costs.

12. The parties agree that this compromise shall constitute a full and final settlement of all disputes and claims between them arising out of the subject matter of the OSA and related proceedings.

13. The parties further undertake to file necessary applications for withdrawal of the pending cases listed above, within 2 weeks from the date of recording of this compromise.

Dated at Chennai this 12th day of June 2025

For Appellant/Decree Holder.
For DHANABAKKAM ENTERPRISES

Managing Partner / Partner

For the Respondents 2-5/Judgment Debtors

For ESHAN PRODUCTIONS

Partners



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2. Ordered in terms of the joint memo of compromise. All statements accepted as an undertaking to the Court.

3. Appeal is disposed of. There shall be no order as to costs. Consequently, interim application is closed.

(K.R.SHRIRAM, C.J.)

(SUNDER MOHAN, J.)

23.06.2025

Index : Yes/No
Neutral Citation : Yes/No
bbr

To:

The Sub Assistant Registrar,
Original Side Section,
Madras High Court.



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O.S.A. (CAD) No.53 of 2025

THE HON'BLE CHIEF JUSTICE
AND
SUNDER MOHAN,J.

bbr

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23.06.2025