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C.S.(Comm.Div.) No.131 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.09.2025

CORAM

THE HONOURABLE **MR.JUSTICE N. SENTHILKUMAR**

C.S.(Comm.Div.) No.131 of 2025
and A.No.2420 of 2025

Torque Technics,
Rep. by its authorized Signatory K.Gurumurthi
No. 37/20, 3rd Lane, North Beach Road,
Chennai 600001.

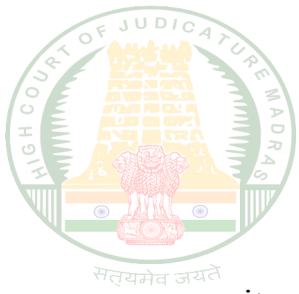
... Plaintiff

VS.

Owners and Parties interested in vessel Sea Hunter
having IMO No. 9549827 Having Indian Flag,
Now lying at withing Cuddalore Port Limits, Port Road, Old town,
Cuddalore - 607 003.
Represented by its Master.

.. Defendant

Prayer: Complaint filed under Sections 3, 4, 5 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 R/W Order VII Rule 1 of Civil Procedure Code, 1908 and Order IV Rule 1 & Rule 2 & Order XLII, O.S. Rules 1956, prays for the Judgment and Decree against the defendant as follows:



A. That the defendant vessel directed to pay the plaintiff towards the suit claim made a sum of Rs.4,12,118/- (Rupees Four Lakhs Twelve Thousand One hundred and Eighteen only) together with interest calculated as per section 15 & 16 of MSMED Act 2006 totaling to Rs.6,42,085/- (Rupees Six Lakhs Forty-Two Thousand Eighty-Five Only) totaling at Rs.10,54,203/- (Rupees Ten Lakhs Fifty-Four Thousand two Hundred and Three Only) along with the further interest from the date of plaint till the date of realization;

B. That the defendant Vessel be detained/arrested from sailing away from the Port limits of Cuddalore, Port Road, Old Town/Indian Territorial waters by an order of arrest, together with her hull, tackle engine, machinery, spares, gear, apparel, paraphernalia, furniture articles, things on board, etc.;

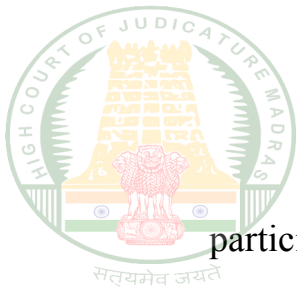
C. Award cost of the suit.

For Plaintiff : Ms. P.Bhavani Devi

For Defendant : Mr.H.Siddharth

J U D G M E N T

The suit was filed as an admiralty action for recovery of a sum of Rs.10,54,203/-. The matter was referred for mediation to the Tamil Nadu Mediation and Conciliation Centre. The plaintiff and the defendant



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participated in such mediation. The said parties arrived at a settlement and executed the Settlement Agreement dated 11.08.2025. The Mediation Centre has placed on record mediation report dated 11.08.2025 enclosing the Settlement Agreement. The Settlement Agreement is extracted hereunder:



SETTLEMENT AGREEMENT



THIS SETTLEMENT AGREEMENT (HEREINAFTER REFERRED TO AS "AGREEMENT") IS EXECUTED ON 11th DAY OF AUGUST 2025 BY AND BETWEEN THE FOLLOWING PARTIES:

Torque Technics having their registered office at No.37/20, 3rd Lane North Beach Road, Chennai – 600 001, represented by its Authorized Signatory Mr.K. Gurumurthi (hereinafter referred to as the "1st Party")

AND

Pragati Marine Services Pvt Ltd having their registered office at No.111, Sky Lark, Sector – 11, Plot No.63, CBD Belapur, Navi Mumbai – 400614 represented by its Managing Director Mr. Amrendra Kumar Singh (hereinafter referred to as the "2nd Party")

(hereinafter collectively referred to as the "Parties")



WHEREAS:

- A. Disputes and difference had arisen between the Parties hereto and the 1st Party had filed a suit *vide* C.S (Com Div) No.131 of 2025 before the Hon'ble Madras High Court praying for the 2nd Party to pay a sum of Rs. 10,54,203 (Rupees Ten Lakh Fifty-Four Thousand Two hundred and Three Only) to the 1st Party. An application *vide* A No.2420 of 2025 was also filed by the 1st Party to arrest the vessel of the 2nd Party.

[Signature of Mr. K. Gurumurthi]



[Signature of Mr. Amrendra Kumar Singh]



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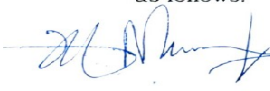
B. During the course of proceedings, the 2nd Party was open to settle the matter and had made a payment to the 1st Party for a sum of Rs.4,12,118/- by way of a Demand Draft bearing No. 877023, drawn on Bank of Maharashtra, dated 28.05.2025, which was handed over on 16.06.2025.

C. Subsequently, the Hon'ble Madras High Court vide order dated 18.06.2025 had referred the parties to mediation to settle the disputes amicably and one Mr. J.Naresh Kumar, Advocate was appointed as the Mediator to resolve the disputes between the 1st Party and 2nd Party.

D. Several meetings were held during the process of the Mediation from 03.07.2025 to 28.07.2025 and the parties with the assistance of the Mediator have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences on the terms and conditions set out below.

NOW, THE PARTIES HAVE AGREED THAT:

1. The dispute under C.S (Com Div) 131 of 2025 and A.No.2420 of 2025 on the file of the Madras High Court is resolved for a full and final settlement amount of Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) to be paid by the 2nd Party to the 1st Party. This is in addition to the sum of Rs. 4,12,118/- (Rupees Four Lakh Twelve Thousand One Hundred Eighteen Only) already paid by the 2nd Party to the 1st Party (as mentioned in paragraph B above).
2. The 2nd Party has issued two demand drafts totaling a sum of Rs.7,50,000 in favour of the 1st Party, i.e., Torque Technics, which are as follows:









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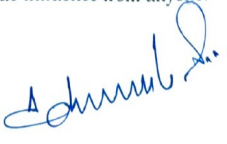
- (i) Demand draft bearing No. 262713, drawn on IndusInd Bank, dated 16.06.2025 for a sum of Rs.6,42,085/- (Rupees Six Lakh Forty-Two Thousand and Eighty-Five); and
- (ii) Demand draft bearing No. 262739, drawn on IndusInd Bank, dated 24.07.2025 for a sum of Rs.1,07,915/- (Rupees One Lakh Seven Thousand Nine Hundred and Fifteen).

3. By signing this Agreement, the Parties hereto state that they have no further claims or demands against each other with respect to C.S (Com Div) 131 of 2025 and A.No.2420 of 2025, on the file of the Hon'ble Madras High Court and that all disputes and differences in this regard have been amicably settled by the Parties through the process of this Mediation.

4. Upon execution of this Agreement, 1st Party shall withdraw all legal proceedings instituted against the 2nd Party before the Hon'ble Madras High Court in relation to C.S (Com Div) 131 of 2025 and A.No.2420 of 2025.

5. There shall be no modification or correction to this Agreement unless it is in writing and signed by the Parties. This Agreement supersedes any prior agreements, discussion, understanding or negotiations, whether written and/or oral.

6. The Parties hereto confirm that they have read and understood the contents of this Agreement, and are executing this Agreement voluntarily, of their own free will, and in the presence of the Mediator. The Parties further declare that they have entered into this Agreement without any coercion, pressure or undue influence from anyone.





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IN WITNESS WHEREOF, EACH OF THE PARTIES HAS EXECUTED THIS SETTLEMENT AGREEMENT AS OF THE DAY, MONTH AND YEAR AS SET FORTH ABOVE.

For Torque Technics

Counsel for 1st Party

For Pragati Marine Services Pvt Ltd

Counsel for 2nd Party
Identified to Pragati Marine Services.



BEFORE ME

7/08/2025

SUNITA R. MURUDKAR
B.A., LL.M., D.C.L.
Regd. No. 10518

ADVOCATE & NOTARY (Govt. of India)
Sumangal C.H.S., Row House No. 11, Sector-2,
Alroli, Navi Mumbai-400 708, Dist. Thane (Mah)

07 AUG 2025

Register Sr.No. 2068 A 2025

2. Recording the Settlement Agreement dated 11.08.2025, C.S.(Comm.Div.) No.131 of 2025 is decreed in terms thereof. Such Settlement Agreement dated 11.08.2025 shall form an integral part of the decree. Since a settlement was recorded pursuant to a reference to mediation,



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refund of Court fee shall be made to the plaintiff, if eligible. There will be no

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order as to costs. Consequently, connected application stands closed.

17.09.2025

Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No

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N. SENTHILKUMAR,J.

kj

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