



Appeal(CAD)No.23 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **11.09.2025**

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THE HONOURABLE MR.JUSTICE **M.SUNDAR**

and

THE HONOURABLE MR.JUSTICE **MUMMINENI SUDHEER KUMAR**

Appeal(CAD)No.23 of 2025

and

C.M.P.No.13095 of 2025

in

Appeal(CAD)No.23 of 2025

Spartek Ceramics India Limited

Rep. by its Authorized Signatory Mr.T.Mani

having its registered office at

No.145, St.Mary's Road

Chennai, Tamil Nadu - 600 018.

... Appellant

Vs.

M/s.Spartek Agencies

A partnership firm, represented by its

Partner G.V.Sabarinathan

having its registered office at

No.2A, 1st Main Road, CIT Colony

Mylapore, Chennai-600 004.

.. Respondent

Appeal filed under Section 13(1-A) of the Commercial Courts Act read with Section 96 of CPC praying to set aside the judgment and decree dated 20.02.2025 passed in C.O.S.No.496 of 2022 on the file of the District Judges, Additional Commercial Court, Egmore, Chennai by allowing this appeal.



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For Appellant : Mr.Anupam Raghuraman
For Respondent : Ms.N.Lakshmi Priya
representing Mr.A.Palaniappan

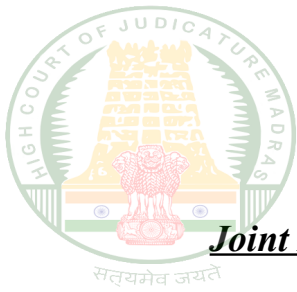
JUDGMENT

(JUDGMENT of the Court was delivered by **M.SUNDAR, J.**)

Mr.M.Anupam Raghuraman, learned counsel on record for appellant and Ms.N.Lakshmi Priya, learned counsel representing Mr.A.Palaniappan, counsel on record for lone respondent are before us.

2. To be noted, captioned matter is listed under the cause list caption 'FOR REPORTING SETTLEMENT'.

3. Both the afore-referred learned counsel submit in one voice in unison that the matter has been settled and a joint memorandum of compromise dated 19.08.2025 along with photocopy of demand draft dated 19.08.2025 have been placed before us and scanned reproduction of the same are as follows:



Appeal(CAD)No.23 of 2025

Joint Memorandum of Compromise dated 19.08.2025:

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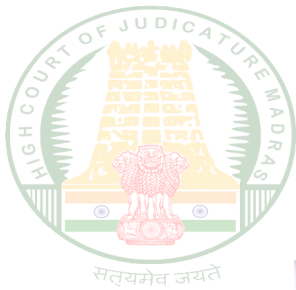
IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Appellate Jurisdiction)
A.S.(CAD).No.23 of 2025
Against
C.O.S.No.496/2022
(Judgment and Decree dated 20.02.2025 on the file of District Judge, Additional Commercial Court,
Egmore, Chennai)
Spartek Ceramics India Limited,
Rep. by its Authorized Signatory, Mr.T.Mani, having its
Registered office at No.145, St.Marys Road
Chennai, Tamil Nadu 600018 ...Appellant/Defendant
-Vs-
M/s. Spartek Agencies
A partnership firm, represented by its
Partner G.V. Sabarinathan
And having its registered office at
No.2A, 1st Main Road, CIT Colony,
Mylapore, Chennai - 600004 ...Respondent/Plaintiff

JOINT MEMORANDUM OF COMPROMISE UNDER ORDER 23 RULE 3 OF CPC

It is most humbly submitted as follows:

1. That the suit has been filed by the Respondent/Plaintiff for recovery of a sum of Rs.66,41,540/- comprising of Principal amount of Rs.23,89,044/- and interest of Rs.42,52,496/- calculated at 12% per annum from April 2006 to January 2021 along with the future interest from the date of plaint (22-02-2021) till realization.
2. The Appellant /Defendant is a public limited company incorporated in 1983 engaging in the manufacturing of ceramic floor tiles and sanitary-ware under the brand Spartek. The Respondent/Plaintiff, a partnership firm had paid the aforesaid amount in advance for delivery of goods and materials.
3. The Appellant/Defendant and the Respondent/Plaintiff have mutually arrived at a compromise in respect of the aforesaid suit claim and the Appellant /Defendant in terms of the aforesaid compromise has agreed to pay a sum of Rs.10,00,000/- by way of a demand draft towards the full and final quit of the entirety of the suit claim made by the Respondent/Plaintiff as against the Appellant/Defendant. The aforesaid compromise was arrived as between the parties and the Appellant/Defendant paid the aforesaid sum of Rs.10,00,000/- in terms of the aforesaid compromise and the

For SPARTEK CERAMICS INDIA LTD
For SPARTEK AGENCIES
Partner.



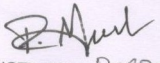
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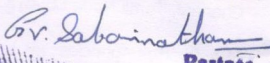


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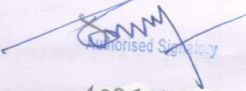
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same is received by the Respondent/Plaintiff. The Respondent/Plaintiff shall not have any claim as against the Appellant/Defendant in respect of the suit claim which is subject matter of the appeal and that the parties in the appeal have fully compromise their issues as between them in the aforesaid manner which may kindly be recorded in the appeal proceedings and consequently the aforesaid appeal proceedings may kindly be disposed accordingly for which we shall be grateful.


COUNSEL FOR RESPONDENT

For SPARTEK AGENCIES

Partner.
RESPONDENT

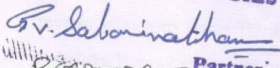

COUNSEL FOR APPELLANT

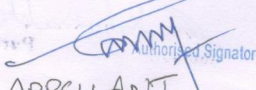
For SPARTEK CERAMICS INDIA LTD

Authorized Signatory
APPELLANT

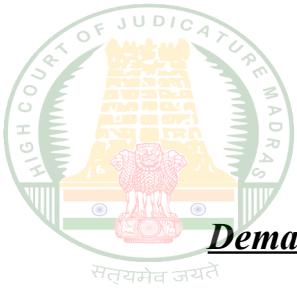
VERIFICATION

We the Appellant and the Respondent, Parties to the compromise do hereby solemnly affirm and sincerely declare that the entirety of the contents of the aforesaid compromise on the terms and conditions stipulated therein are true and best to the knowledge information and belief of both the Appellant and the Respondent.

Verified at Chennai on this the 19th day of August, 2025.

For SPARTEK AGENCIES

Partner.
RESPONDENT

X

Authorized Signatory
APPELLANT



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Demand Draft dated 19.08.2025 :

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Sr 36170 11/9/25

HDFC BANK A/C PAYEE ONLY NOT NEGOTIABLE	DEMAND DRAFT VALID FOR 3 MONTHS ONLY PAYABLE AT PAR AT ALL BRANCHES OF HDFC BANK LTD	19082025 D D M M Y Y Y
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*** SPARTEK AGENCIES ***

ON DEMAND PAY
अदा करे
Rupees TEN LAKH ONLY
रायें

Or Order
या अर्के आदेश पर

*₹ 10,00,000.00

FOR VALUE RECEIVED

SPARTEK CERAMICS INDIA LIMITED
PATTAM
CHENNAI - 600028

REF. No. 001413509431

1601591616 6002400121 99999016

Received Rs 10,00,000/-
for Counsel for Respondent
11.09.2025



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4. On the side of appellant / defendant, Mr.T.Mani, Son of

WEB COPY B.V.Thasulu, residing at No.15/6, Navil Homes, Perumal Nagar 1st Street, Nanganallur, Chennai-61, who has verified the pleadings is present in Court and he confirms the settlement. A scanned reproduction of copy of AADHAAR Card of Mr.T.Mani is as follows:





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5. As regards respondent, Ms.N.Lakshmi Priya, learned counsel submits that the Partner concerned is senior citizen and requests for his presence to be dispensed with. Request acceded to.

6. Both sides request for a decree in terms of aforesaid joint memorandum of compromise. Request acceded to.

7. Captioned appeal decreed in terms of aforesaid joint memorandum of compromise which shall now form part of the decree. Consequently, connected civil miscellaneous petition is closed. There shall be no order as to costs.

(M.S.,J.) (M.S.K.,J.)
11.09.2025

mk

Speaking / Non-speaking order
Index : Yes / No
Neutral Citation : Yes / No



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M.SUNDAR.J.,

and

MUMMINENI SUDHEER KUMAR, J.,

mk

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