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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-11-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb O.P(COM.DIV.) No. 489 of 2025

M/s. Kaj Industries
Rep by its Managing Partner
K.A.Jayachandran, Sy.No.267 I ID- 1G,
1J, KAJ INDUSTRIES,
Gudiyatham Main Road, Latteri,
Vellore Dist, Tamilnadu

..Petitioner(s)

Vs

M/s.Origin Techserve Private Limited
Rep by its Managing Director,
Mr.D.Muthukumar
Old No.74, New No.124
3rd Floor, Sri Balaji Towers,
GST Road, Guindy, Chennai-600032

..Respondent(s)

PRAYER

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, to appoint a Sole Arbitrator to hear and decide the Arbitral dispute between the petitioner and the Respondent, arising out of the



Works contract dated 20.12.2023 and to direct the Respondent to pay costs.

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For Petitioner(s): M/s.J Sathish Senthil Kumar

For Respondent(s): A.Narayanan

ORDER

This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, [hereinafter referred as 'the Act'] for appointment of sole Arbitrator to adjudicate the dispute between the parties arising out of Works contract dated 20.12.2023.

2. When the matter came up for hearing on 27.10.2025, this Court passed the following order:

The counsel appearing on either side submitted that an attempt could be made to resolve the dispute amicably, considering the nature of dispute between the parties.

2. In the light of the above submissions, the parties are



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directed to be present before the Mediation Centre attached to this

Court on 03.11.2025 at 11.30 a.m. The process of mediation shall

commence immediately and the mediation report shall be filed

before this Court on or before 24.11.2025.

3. Post this case on 24.11.2025 under the caption “for filing
Mediation Report”.

3. Pursuant to the above order, the parties were referred to the Mediation Centre and the parties were able to arrive at a compromise which was reduced to writing *vide* joint memo of compromise dated 17.11.2025. Recording this joint memo of compromise, the mediation report has been sent to the Court stating that the parties have reached a settlement and the mediation is completed. In the light of the above development, this Court proceeds to record the terms of the joint memo of compromise hereunder:

6. In full and final settlement of the dispute, the Respondent agrees to pay a sum of Rs.8,21,840/-excluding GST, to the Petitioner, and the Petitioner agrees. following terms: to accept the sum, subject to the

a) The Petitioner will file the GST Return for the transactions covered in the dispute pay the GST due of Rs. 1,47,931.00/-to the GST



authorities and produce proof thereof to the Respondent on or before
10.12.2025.

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b) The Respondent will thereafter pay to the Petitioner,

(i) the agreed sum of Rs.8,21,840 less TDS amount of (1) Rs.
16,437 and outstanding principle amount is
Rs.8,05,403/-.

c) the GST amount of Rs. 1,47,931.00/-

Total Net Amount 9,53,334/-

d) The cheque(s) for the sums will be issued by the Respondent to the
Petitioner on or before 10.12.2025.

e) The TDS deducted by the Respondent will be remitted by the
Respondent to the credit of the Petitioner's PAN AAVFK4398Q by the
Respondent and the remittance will be immediately informed to the
Petitioner.

f) The Respondent will arrange to issue Gate Pass to the Petitioner to
enter the premises of the ISTRAC, Bangalore and to collect and remove
the Petitioner's unused steel materials lying over there on or before
31.12.2025, and will extend all assistance to the Petitioner to Collect/
Remove the materials. If there is any delay in providing the Gate Pass by
the Respondent to the Petitioner the time fixed above shall stand
extended, till providing of Gate Pass by the Respondent.

g) The Petitioner will promptly complete the removal of the materials
from the ISTRAC, Bangalore premises before 31-12-2025, subject to
receiving pass before the said date.

7. By signing this Agreement, the Parties hereto state that they have no



further claims or demands against each other with respect to the disputes raised in the **ArbO.P (Com.Div) No.489 Of 2025** on the file of the **Hon'ble Madras High Court** and both parties agreed for passing of orders on the above terms.

4. The joint memo of compromise has been signed by both the parties and their respective counsel.

5. In the light of the above development, this petition is disposed of in terms of the memo of compromise dated 17.11.2025 and the memo of compromise shall form part of the common order. No costs.

24-11-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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