



Arbitration Application No.1292 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.09.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arb.O.P(Com.Div).Nos.502 and 554 of 2024
and Application Nos.6152 of 2024

1.Mr.A.Mohamed Rafique,
S/o.Mr.A.Abdul Rahim

2. Mr.A.Mohamed Abubaker,
S/o.Mr.A.Abdul Rahim

.... Petitioners in

Arb.O.P.(com.div)No.502/2024 and
respondents in Arb.O.P.(com.div)No.554/2024
Vs.

1.Mr.Uthayakumar,
S/o.Mr.S.Chellaiah

2. Mr.C.Thadeyu Johnson,
S/o.Mr.S.Chellaiah

.... Respondents in

Arb.O.P.(com.div)No.502/2024 and
Petitioners in Arb.O.P.(com.div)No.554/2024

Prayer in Arb.O.P.(com.div)No.502/2024

To set aside the award dated 10.07.2024 passed by the Learned Arbitrator in Arbitration Reference No.25 of 2018 in O.P.No.962 of 2018.

Prayer in Arb.O.P.(com.div)No.554/2024

To set aside the impugned award dated 10.07.2024 to the extent it awards penal interest @ 24% per annum from 19.01.2017 till realisation on the sum of Rs.36,40,000/-.

For Petitioners in

: Mr.P.V.Balasubramaniam



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Arb.O.P.(com.div)
No.502/2024 and
respondents in
Arb.O.P.(com.div)No.554/2024

Senior Counsel for
Ms.Sharada Vivek

For Respondents in
in Arb.O.P.(com.div)
No.502/2024
and Petitioners in
Arb.O.P.(com.div)No.554/2024

: Mr.Joseph John
for M/s.Lilly Francis
for M/s.King & Patridge

COMMON ORDER

These petitions were filed as against the award passed by the learned Arbitrator dated 10.07.2024.

2. This Court by an order dated 16.07.2025, requested Mr.M.K.Kabir, learned Senior Counsel to act as a Mediator in order to mediate the dispute between the parties and attempt for a settlement amicably. Pursuant to the order, the learned Senior Counsel acted as a Mediator and the parties were able to arrive at a settlement and they have entered into a settlement agreement dated 09.09.2025. The settlement agreement signed by both the parties and their respective counsel and also by the learned Mediator was placed before this Court.

3. The learned Mediator was also present at the time of hearing today.

4. The terms and conditions agreed between the parties are



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extracted hereunder:

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6. The following settlement has been arrived at between the Parties hereto:

A. That M/s. Raku Ice and Cold Store, the Partnership firm bearing Registration no.14/2002 shall stand dissolved and that the Partners have agreed, on such dissolution, under a Settlement agreed between the Parties, the Petitioners in Arb. O.P (Comm. Div.) No.554 of 2024 and the Respondents in Arb O.P (Comm. Div.) No.502 of 2024 shall receive a sum of Rs.3,25,00,000/- (Three Crore and Twenty-Five Lakhs only) in full and final settlement of their claim in the Partnership and its assets and the Respondents in Arb O.P (Comm. Div.) No.554 of 2024 and the Petitioners in Arb. O.P (Comm. Div.) No.502 of 2024 shall

receive the lands and the building and the factory along with the equipments and the vehicles in an 'as-is where-is' condition. The said amount will be paid without default on the due dates mentioned hereunder.

B. The said sum of Rs.3,25,00,000/-(Rupees Three Crore and Twenty-Five Lakhs only) shall be paid by the Respondents in Arb. O.P (Comm. Div.) No.554 of 2024 and Petitioners in Arb O.P (Comm. Div.) No.502 of 2024 in two installments of Rs. 2,00,00,000/-(Rupees Two Crores only) and Rs.1,25,00,000/- (Rupees One crore twenty five lakhs only) within a period of 5 months from today.

C. On receipt of 1st tranche of Rs.2,00,00,000/-(Rupees Two Crores only), Mr.Uthayakumar shall release his entire share i.e., half of the undivided share in property bearing no.4/E1 and 4/E2, comprised in Survey Nos. 5913, 5914, 5915, 5917/part, 5932/part situated at Therespuram measuring an extent of 27.66 cents including the building, Ice plant, machinery, generator, cold store, peeling shed in an 'as-is where-is' condition and the Petitioner Mr. Uthayakumar is entitled to collect the Electricity Deposit standing in the name of Mr. Uthayakumar and thereafter handover all the original title deeds and parent documents of the said property and Mr. Paul Raj (Brother of Uthayakumar) shall release his entire share i.e., half of undivided share in property No.72/6 in Korampallam Village, comprised in Survey No. 72/6 measuring an extent of 47 cents and Mr. Paul Raj to handover all the original title deeds and parent documents of the said property to Mr. M. Abubacker.

D. On receipt of the 2nd tranche of Rs. 1,25,00,000/-(Rupees One Crore and Twenty-Five Lakhs only), Mr. Uthayakumar shall release his entire share i.e., half undivided share in the property no.6/522/3, comprised in Survey Nos.167/2 167/2 part, 167/2A2, situated at Gomespuram measuring to an extent of 38.91 cents together with the building, Ice

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Plant, Machineries including crusher and weighing machines and other accessories in an 'as-is where-is' condition and the Petitioner Mr. Uthayakumar is entitled to collect the Electricity Deposit standing in the name of Mr. Uthayakumar and thereafter handover all the original title deeds and parent documents of the said property.

E. The said sum of Rs.3,25,00,000/- (Three Crore and Twenty-Five lakhs only) shall be paid, as stated supra in two instalments. The 1st instalment of Rs.2,00,00,000/- (Rupees Two Crores only) shall be paid on or before 09.11.2025 and on the Respondents in Arb. O.P (Comm. Div.) No. 554 of 2024 informing the Petitioners therein that the said amount is ready for being transferred through RTGS, simultaneously, the Petitioners in Arb. O.P (Comm. Div.) No. 554 of 2024 shall execute and register the Deed of Release and handover all the title and parent documents and vacant and unencumbered possession of the property situated at Therespuram measuring 27.66 cents and the property situated at Korampalam measuring 47 cents .

F. The 2nd instalment of Rs.1,25,00,000/- (One Crore and Twenty-Five Lakhs only) shall be paid on or before 09.01.2026 and the Respondents in Arb. O.P (Comm. Div.) No. 554 of 2024 informing the Petitioners therein that the said amount is ready for being transferred through RTGS, simultaneously, the Petitioners in Arb. O.P No. 554 of 2024 shall execute and register the Deed of Release and handover all the title and parent documents and vacant and unencumbered possession of the property situated at Gomespuram measuring 38.91 cents.

G. The Petitioners in Arb. O.P (Comm. Div.) No. 554 of 2024 shall hand over the three vehicles which are the assets of partnership bearing registration nos. TN 69 AF 5340, TN 69 K 2113 and TN 49Q 4444 and both Mr.Uthayakumar and Mr. Thadeyu Johnson shall sign the

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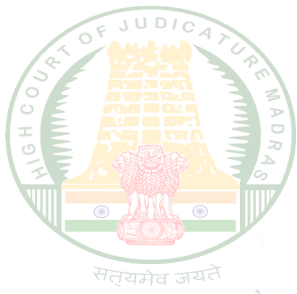
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necessary forms (Form Nos.29 and 30) to ensure that the transfer is effected in the name of Mr. Mohammed Abubacker on 09.11.2025.

- H. The Petitioners in Arb. O.P (Comm. Div.) No. 554 of 2024 assure and warrant that there are no existing outstanding liabilities and claims in respect to the partnership assets and or the land, plant and machinery in anywise and that they are handing over the possession of the properties along with the building, ice plant, etc., in 'as-is where-is' condition. It is agreed between the Parties that if there be any subsisting claims, then the Petitioners in Arb. O.P (Comm. Div.) No. 554 of 2024 will clear the same out of their own funds.
- I. The said amount of Rs.3,25,00,000/- (Rupees Three Crore and Twenty-Five Lakhs only) is paid in full and final settlement of all claims of the Petitioners in Arb. O.P (Comm. Div.) No. 554 of 2024 by the Respondents so that they Petitioners may not have any claim over the Respondents therein and on the transfer of the properties etc., made by the Petitioners in lieu of receipt of the aforesaid sum of Rs.3,25,00,000/- (Rupees Three crore twenty five lakhs only), on such transfer being effected, the Respondents shall have no further claims or demand whatsoever against the Petitioners.
- J. The stamp duty and the Registration charges and expenses before the Jurisdictional Sub Registrar including any fee to the Counsel shall be borne by the Petitioners in Arb. O.P (Comm. Div.) No. 502 of 2024.
- K. The Parties hereby agree that they will abide by the aforesaid conditions and present the settlement arrived between them before the Hon'ble High Court of Madras for passing a decree in terms thereof so as to ensure the settlement is binding and enforceable.

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Abu Abubacker

C. V. K.
C. V. K.



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L. The Parties hereby agree that in case of any doubts or clarifications required from the other then Mr.Soosai Anto Lipton is authorised to represent A.Mohammed Rafique and Mr.Mohamed Abubacker & Mr.Sudeep Fernando is authorised to represent Mr.Udayakumar and Mr.Thadyu Johnson.

7. By signing this Agreement the Parties hereto state that they have no further claims or demands against each other with respect to Arb.O.P.(Comm.Div) Nos. 502 and 554 of 2024 and all disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation /Mediation.

5. The learned Senior Counsel and the counsel appearing on behalf of the parties submitted that both these petitions can be disposed of in terms of the settlement agreement dated 09.09.2025.

6. In the light of the above development, both these petitions are disposed of in terms of the settlement agreement dated 09.09.2025 and the settlement agreement shall form part of this order. Connected application stands closed.



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7. There shall be a direction to the respective parties to pay a sum of Rs.1,50,000/- (Rupees One lakh fifty thousand only) each to the learned Mediator.

11.09.2025

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N.ANAND VENKATESH, J.

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11.09.2025