IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-04-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

A No. 1643 of 2026
in Arb.O.P.(Comm.Div.) No.185 of 2021

Pushpavalli Suresh Babhu

..Applicant(s)

Vs

V.Ravichandran
Prop. M/s.V.Ravichandran and Co.,
Plot No.1213, No.35, Bobbili Raja Salai,
K.K.Nagar, Chennai - 600 078.

..Respondent(s)

PRAYER: To direct the Registrar General of this Honourable Court to pay out the sum of Rs.9,78,000/- (Rupees Nine Lakhs Seventy - Eighty Thousand only) lying to the credit of Arb.O.P.(Com.Div) No.185 of 2021 together with all accrued interest thereon to the Applicant by way of RTGS/ NEFT transfer to her bank account bearing Account No.18850100014097, Bank of Baroda, K.K.Nagar, Branch.

For Applicant(s): Mr.Anish Gopi
for M/s.P.B.Ramanujam Associates

For Respondent(s): Mr.C.Balaji
for M/s.SB Legal

ORDER

Challenging the arbitral award in the first round of dispute resolution Arb.O.P.(Comm.Div.) No.185 of 2021 was filed. As a condition for the grant of stay, the petitioner had deposited a sum of Rs.9,78,000/- to the credit of the petition. Such petition was allowed subsequently and *de novo* arbitration was directed. In such *de novo* proceedings, parties reached a settlement and submitted joint compromise memo dated 22.11.2025. In terms thereof, consent award dated 22.11.2025 was issued.

2. Such consent award provided for the payment of an aggregate sum of Rs.45,00,000/- by the respondent to the claimant. The joint compromise memo and consent award also provided for the receipt of the amount lying to the credit of Arb.O.P.(Comm.Div.) No.185 of 2021 by the claimant.

3. Both parties submit that a sum of Rs.34,56,200/- was received by the claimant.

4. In these circumstances, the claimant before the arbitral tribunal has applied for payment out of the sum lying to the credit of the OP. As per the certificate of funds, a sum of Rs.9,78,000/- is lying in the fixed deposit account created on 10.02.2025 with the Indian Bank, Madras High Court Branch for a period of 400 days. It is also recorded that it carries interest at the rate of 7.30% and that payment would be made after deducting Government Commission at 5% and audit fees at 0.2% on the accrued interest.

5. On instructions, learned counsel for the applicant / claimant submits that any surplus amount available to the credit of the OP, i.e. over and above the aggregate sum of Rs.45,00,000/-, may be paid to the respondent. In effect, it is submitted that the balance payable to the applicant / claimant is a sum of Rs.10,43,800/-.

6. Considering the aforesaid and with the consent of the parties, the application is disposed of as under:

(i) From and out of the amount lying in fixed deposit account to the credit of the OP, after making deduction of Government Commission and audit fees, the Registry shall pay a sum of Rs.10,43,800/-, if available, to the applicant.

(ii) In case the amount lying to the credit of the OP is in excess of Rs.10,43,800/-, after effecting deductions referred to above, such surplus shall be paid to the respondent.

(iii) The above payment shall be made within thirty days from the date of receipt of a copy of this order.

(iv) The applicant / claimant agrees not to enforce the default clause in the joint compromise memo subject to payment being made as per details set out above.

16-04-2026

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SENTHILKUMAR RAMAMOORTHY, J.

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