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CRP No. 3769 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-06-2026

CORAM

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 3769 of 2025

and

CMP.No.20034 of 2025

C.S.Ramesh

Proprietor M/s CS Rao Infra Projects Flat B, Viridi
Residency, 57, Thangam Colony H Block, 30th
Street, Anna Nagar, Chennai 600040

..Petitioner(s)

Vs

1. P.K.Vaduvammal

A Registered Partnership Firm, Rep by its
Authorized Signatory D.M.Suresh No.1,
Blackers Road, Gaiety Palace, Unit 4A, 4th
Floor, Anna Salai, Chinthadripet, Chennai 600
002

2. Senior Divisional Finance Manager

Southern Railway, Chennai Division, HQ
Annex Building Fourth Floor, Park Town,
Chennai 600 003

..Respondent(s)

PRAYER

Civil Revision Petition filed under Article 227 of Constitution of India, praying to set aside the Docket order dated 01.08.2025 passed in IA.No. 1/2025 in COS.No. 290/2024 on the file of Principal Commercial Court, Egmore at Chennai

For Petitioner(s):

S.Veeraraghavan

For Respondent(s):

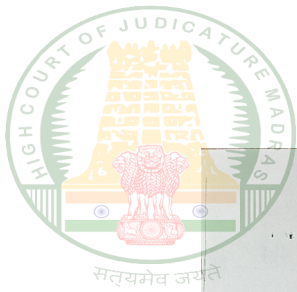
M/s.P.S.Deepika For R1
R2- no appearance.



ORDER

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Both parties appeared before the Mediator, and the matter was amicably settled between them. Accordingly, a Settlement Agreement was executed by the parties in the presence of their respective counsels on 09.06.2026 and the scanned copy is extracted hereunder:



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IN THE HON'BLE HIGH COURT JUDICATURE AT MADRAS
(Civil Appellate Jurisdiction)

CRP No. 3769 of 2025
Against
C.O.S. NO. 290 OF 2024

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 09.06.2026, by and between:

M/s. P.K. Vaduvammal a registered Partnership Firm, Rep. by its **Authorised Signatory Mr. D.M. Suresh**, having office at No. 1, Blackers Road, Gaithey Palace, Unit-4A, 4th Floor, Anna Salai, Chinthadripet, Chennai -600002, the Plaintiff in COS No.290/2024 (hereinafter referred to as the "Plaintiff"),

And

Mr. C.S. Ramesh, Sole Proprietor, Trading in the name and style of **M/s. C S Rao Infra Projects** having office at Flat B1, Viradi Residency, 57, Thangam Colony, H Block, 30th Street, Anna Nagar, Chennai – 600049, the Defendant in COS No.290/2024 (hereinafter referred to as the "Defendant").

WHEREAS

1. Disputes and differences arose between the Parties, leading to the filing of **Commercial Suit C.O.S. No.290/2024** before the **Hon'ble Commercial Court, Egmore**.
2. Thereafter, CRP No.3769 of 2025 was filed before the Hon'ble Madras High Court challenging the order dated 01.08.2025 passed by the Hon'ble Commercial Court, Egmore, Chennai in C.O.S. No.290 of 2024, relating to the Garnishee Order.
3. The matter was referred to mediation pursuant to the order dated 02.04.2026 passed by the Hon'ble Madras High Court. Accordingly, the parties mutually agreed to appoint **Advocate Krishna Kumar** as the Mediator.



Signature



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4. The mediation sessions were held on **21.04.2026 to 09.06.2026** during which the parties, with the assistance of the Mediator, voluntarily arrived at an amicable settlement of their disputes.
5. The parties confirm that they have entered into this Settlement Agreement **voluntarily and without any coercion, fraud, or undue influence.**

**NOW, THEREFORE, THIS SETTLEMENT AGREEMENT
WITNESSETH AS FOLLOWS:**

- a. The Plaintiff hereby agrees to accept, and the Defendant unconditionally undertakes to pay, a total sum of **Rs.58,90,000/- (Rupees Fifty-Eight Lakhs and Ninety Thousand Only)** towards full and final settlement of the claim, **excluding interest**, as against the total claim amount of **Rs.83,06,779/- (Rupees Eighty-Three Lakhs Six Thousand Seven Hundred and Seventy-Nine Only)**, in respect of the suit filed before the Hon'ble Commercial Court, Egmore, Chennai in C.O.S. No.290 of 2024.
- b. The said settlement amount of **Rs.58,90,000/- (Rupees Fifty-Eight Lakhs Ninety Thousand Only)** shall be paid by the Defendant to the Plaintiff in **six (6) monthly instalments**, wherein each instalment shall be a sum of **Rs.10,00,000/- (Rupees Ten Lakhs Only)**, except the final instalment payable on 20.12.2026, which shall be a sum of **Rs.8,90,000/- (Rupees Eight Lakhs Ninety Thousand Only)**.
- c. The Defendant shall commence remitting the aforesaid instalment amount of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** to the Plaintiff on 20.07.2026, by way of Cheque bearing No.000107 dated 20.07.2026, drawn on Karur Vysya Bank, Chennai - Anna Nagar East Branch, Chennai - 600102.
- d. The balance sum of **Rs.48,90,000/- (Rupees Forty-Eight Lakhs Ninety Thousand Only)** shall be paid by the Defendant to the Plaintiff in the remaining five (5) monthly instalments, each amounting to **Rs.10,00,000/- (Rupees Ten Lakhs Only)**, except the final instalment payable on 20.12.2026, which shall be a sum of **Rs.8,90,000/- (Rupees Eight Lakhs Ninety Thousand Only)**.



[Handwritten Signature]



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The said instalments shall be paid on or before the **20th day of each succeeding month**, in accordance with the schedule detailed below:

S.No	Installments	Due date	Amount	Cheque No
1.	1 st Installment	20.07.2026	Rs.10,00,000/-	000107
2.	2 nd Installment	20.08.2025	Rs.10,00,000/-	000108
3.	3 rd Installment	20.09.2026	Rs.10,00,000/-	000109
4.	4 th Installment	20.10.2026	Rs.10,00,000/-	000110
5.	5 th Installment	20.11.2026	Rs.10,00,000/-	000111
6.	6 th Installment	20.12.2026	Rs.8,90,000	000112
TOTAL			Rs.58,90,000/-	

- e. In furtherance of the aforesaid terms, the Defendant agrees to hand over six (6) post-dated cheques, each for a sum of **Rs.10,00,000/- (Rupees Ten Lakhs Only)**, except the final instalment payable on 20.12.2026, which shall be for a sum of **Rs.8,90,000/- (Rupees Eight Lakhs Ninety Thousand Only)**, drawn on the Defendant's bank account and dated as per the respective instalment due dates mentioned above. The said cheques may be deposited by the Plaintiff on the respective due dates for each instalment. However, in the event the Defendant makes payment of any instalment through any other mode and the said amount is credited to the Plaintiff's account on or before the due date, the Plaintiff shall return the corresponding post-dated cheque to the Defendant.
- f. If the Defendant fails to pay the settlement amount on or before **20.12.2026**, the following conditions shall apply:
- i. The **outstanding amount shall attract interest at the rate of 18% per annum from 26.04.2022 (Due date of payment as per invoice) until full realization.**



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- ii. The Plaintiff shall have the **absolute right to initiate execution and enforcement proceedings** against the Defendant for recovery of the outstanding amount along with accrued interest, without any further notice or demand.
- iii. The Plaintiff also reserves the right to initiate any criminal or civil proceedings against the Defendant to fully recover the balance outstanding amount due payable by the Defendant to the Plaintiff
- g. The Plaintiff acknowledges that apart from the settlement amount, **no additional financial liability, damages, penalties, or other charges shall be imposed on the Defendant** in relation to the present dispute. However, this acknowledgment is subject to the condition that the Defendant shall remit the settlement amount on or before 20.12.2026, failing which the outstanding amount shall accrue interest at the applicable rate
- h. The Defendant **unconditionally and irrevocably waives any claims, counterclaims** against the Plaintiff with respect to **C.O.S. NO. 290 of 2024** and agrees that this Agreement constitutes a **full and final settlement** of all disputes related to the said matter and *vice versa*.
- i. This Settlement Agreement is final and binding on both parties and shall be enforceable as per law.
- j. Both parties agree to **maintain confidentiality** regarding the terms of this Settlement Agreement and shall not disclose the details to any third party, except as required by law.
- k. Both parties mutually **agree and undertake not to interfere**, directly or indirectly, with each other's business operations, reputation, or existing contractual relationships with third parties, strictly limited to matters arising from or related to the present subject matter, subsequent to the execution of this settlement.
- l. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



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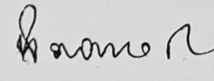
m. This Agreement shall be governed by and construed in accordance with the laws of India, and any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the Courts in Chennai, Tamil Nadu.

n. By signing this Settlement Agreement, the Parties confirm that they have read, understood, and voluntarily agreed to its terms.

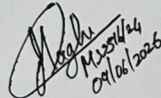
DATE: 09-06-2026

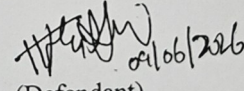
PARTIES SIGNATURE :

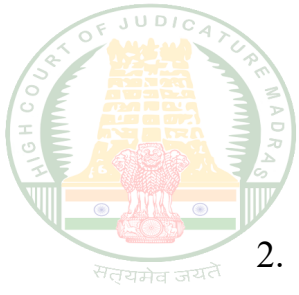

(Plaintiff)


(Defendant)

COUNSELS' SIGNATURE : -


(Plaintiff)


(Defendant)



2. In terms of the Settlement Agreement dated 09.06.2026, this Civil Revision Petition stands disposed of. The terms of the Settlement Agreement shall form part of this order. No costs. Consequently, the connected miscellaneous petition is closed.

15-06-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

MPA

To

1. The Principal Commercial Court, Egmore, Chennai.

2. The Senior Divisional Finance Manager

Southern Railway, Chennai Division, HQ Annex Building Fourth Floor, Park Town, Chennai 600 003.

3. The Section Officer, VR Section, High Court, Madras.



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CRP No. 3769 of 2



T.V.THAMILSELVI, J.

MPA

**CRP No. 3769 of 2025
and CMP.No.20034 of 2025**

15-06-2026