



2025:KER:32061

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

FRIDAY, THE 11<sup>TH</sup> DAY OF APRIL 2025 / 21ST CHAITHRA, 1947AR NO. 215 OF 2024PETITIONER:

SANJU .P. BABU  
AGED 48 YEARS  
S/O.BABU,PULIYANKANDATHIL,  
CHERIYPALLAMTHURUTH,KANNAMKULANGARA,  
KRISHNA TEMPLE ROAD, PARAVUR,  
ERNAKULAM DISTRICT, PIN - 683513

BY ADVS.  
G.HARIHARAN  
PRAVEEN.H.  
K.S.SMITHA  
B.R.SINDU  
V.R.SANJEEV KUMAR  
V.ROHITH  
AFNA V.P.

RESPONDENT:

M/S. SHRIRAM FINANCE LTD  
1ST FLOOR,AQUARIUS EDIFICIO, REPUBLIC ROAD,  
PARAVUR, ERNAKULAM DISTRICT  
REPRESENTED BY ITS SENIOR MANAGER.,  
PIN - 683513

BY ADVS.  
REKHA NAIR  
APARNA M. NAIR(K/001169/2021)  
ANJANA A. (K/002985/2024)  
NIDISHA T. (K/002951/2024)

THIS ARBITRATION REQUEST HAVING BEEN FINALLY HEARD ON  
11.04.2025, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:



AR NO. 215 OF 2024

2025:KER:32061

**SYAM KUMAR V.M., J.**-----  
A.R No. 215 of 2024  
-----Dated this the 11<sup>th</sup> day of April, 2025**ORDER**

The learned counsel for the appellant submitted that the parties have arrived at a mediated settlement of the matter, as evidenced by the memorandum of agreement signed by them.

Taking note of the said submission, Arbitration Request is closed. The mediation report and terms of settlement shall form part of this order.

Sd/-

**SYAM KUMAR V. M.  
JUDGE**



AR NO. 215 OF 2024

2025:KER:32061

APPENDIX OF AR 215/2024

**PETITIONER ANNEXURES**

- |                     |   |
|---------------------|---|
| <b>Annexure I</b>   | <b>A TRUE COPY OF THE RC STATUS FOR VEHICLE<br/>BEARING REGISTRATION NO.KL-42Q-9448</b>   |
| <b>Annexure II</b>  | <b>A TRUE COPY OF THE NOTIFICATION ISSUED BY THE<br/>GOVERNMENT OF INDIA VIDE NOTIFICATION DATED<br/>24.03.2020</b>             |
| <b>Annexure III</b> | <b>A TRUE COPY OF THE NOTICE DATED 09.03.2023<br/>SENT BY THE RESPONDENT ADDRESSED TO THE<br/>PETITIONER</b>                    |
| <b>Annexure IV</b>  | <b>A TRUE COPY OF THE OBJECTION DATED 03.09.2024<br/>SENT BY THE PETITIONER ADDRESSED TO THE<br/>RESPONDENT</b>                 |
| <b>Annexure V</b>   | <b>A TRUE COPY OF THE INTERIM ORDER PASSED IN<br/>CONNECTION WITH A.R.NO.37/2022 DATED<br/>19.01.2022 BY THIS HON'BLE COURT</b> |

**BEFORE THE HONOURABLE HIGH COURT OF KERALA**

**AT ERNAKULAM**

**AR No. 215 OF 2024**

Sanju P Babu : Petitioner

Vs.

M/S. Shriram Finance Ltd : Respondent

**REPORT SUBMITTED BY MEDIATOR**

**SRI. MILTON P.R**

Mediated and the matter is settled.

The memorandum of settlement is enclosed herewith.

Dated this the 28th day of March, 2025.

*Adv. Milton P.R*  
K/248/1993  
Adv. Milton P.R  
Mediator

High Court Mediation Centre

**BEFORE THE HONOURABLE HIGH COURT OF KERALA AT ERNAKULAM**

**AR No. 215 OF 2024**

Sanju P Babu

: Petitioner

Vs.

M/S. Shriram Finance Ltd

: Respondent

**MEMORANDUM OF AGREEMENT UNDER SECTION 89 OF THE CODE OF CIVIL PROCEDURE READ WITH RULES 24 & 25 OF THE CIVIL PROCEDURE (ALTERNATIVE DISPUTE RESOLUTION), RULES, 2008:**

The Petitioner/Borrower and the respondent/ M/S. Shriram Finance Ltd have agreed to settle the Credit facility availed by the petitioner for purchasing the Vehicle Tempo Traveller bearing Registration No.KL-42Q-9448 from the respondent on the following terms and conditions:-

1. The total liability of the petitioner to settle the OTS Scheme is fixed as Rs.8,00,000/- (Rupees Eight lakhs only) by the respondent Company.
2. The petitioner has agreed to pay Rs.6,50,000/- (Rupees Six lakhs fifty thousand only) on 28/03/2025 and the petitioner has transferred the said Rs.6,50,000/- (Rupees Six lakhs fifty thousand only) by RTGS through Canara Bank, North Paravoor Branch to the Account of the respondent. The respondent has acknowledged the receipt of the amount.
3. The petitioner has requested one month time from today to pay the balance OTS amount i.e, Rs.1,50,000/- (Rupees <sup>one</sup> lakhs fifty thousand only). The respondent has agreed the same and granted time to pay the balance amount on or before 30/04/2025.

**Petitioner**

  
Sanju P Babu



**For SHRI RAM FINANCE LIMITED**

Authorised Signatory

M/S. Shriram Finance Ltd

(Rep by its Legal Officer Mr.Sanandakumar C.K)

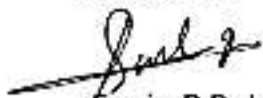


4. The respondent has agreed to handover all the documents relating to the loan and the loan clearance Certificate with two weeks from the last date of payment.
5. The respondent has agreed to handover the loan documents relating to the loan already cleared by the petitioner also along with the loan documents and Clearance Certificate in this matter.
6. In view of the settlement arrived at as above the case filed by the respondent before the Commercial Court Ernakulam for getting possession of the vehicle will be withdrawn by the respondent after full payment of the OTS amount.
7. In case of non-compliance of the balance amount within the stipulated time, the OTS offer will be treated as null and void and Bank will have right to recover the Contractual dues as per the agreement.

In case of failure to handover the documents as agreed in clause (4) and (5) by the respondent, the petitioner has every right to take appropriate legal action against the respondent.

**Dated this the 28<sup>th</sup> day of March, 2025.**

**Petitioner**

  
Sanju P Babu

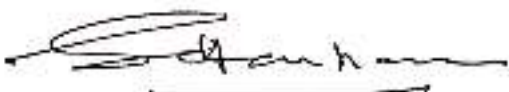
**Respondent**

For SHRIRAM FINANCE LIMITED


✓  
Authorised Signatory

M/S. Shriram Finance Ltd

(Rep by its Legal Officer Mr.Sanandakumar C.K)

  
**Counsel for the Petitioner**

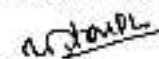
G. Harivaran  
K 66-66A/1976

  
**Counsel for the Respondent**

Adv. Rekha Nair  
K/92/99

The above Settlement Agreement is authenticated by me.



  
K/248/1993  
Adv. Milton P.R (Mediator)