

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P. 1280/(MB)/2017

CORAM : Present :

SHRI M.K. SHRAWAT
MEMBER (J)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY
LAW TRIBUNAL ON **17.04.2018**.

NAME OF THE PARTIES : Sodexo Food Solutions India Pvt. Ltd.
V/s.
Hindustan Construction Company Ltd.

SECTION OF THE COMPANIES ACT: I&B Code, 2016.

ORDER

1. The Learned Representative of the Petitioner/Operational Creditor has recorded on the Attendance Sheet as under:-

"In view of the Consent Terms dated 31st January, 2018 the matter is settled; payments have been received and hence the Petition may be disposed of as withdrawn."

2. As a consequence, Petition disposed of as "Withdrawn".
3. To be consigned to records.

SD/ -

M.K. SHRAWAT
Member (Judicial)

Date : 17.04.2018

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH,
MUMBAI
COMPANY PETITION NO. 1280 OF 2017**

Sodexo Food Solutions India Private Limited

...Operational Creditor

Versus

Hindustan Construction Company Limited

...Corporate Debtor

CONSENT TERMS

1. The Operational Creditor has filed the present Company Petition against the Corporate Debtor on account of non-payment of the sum of Rs.29,48,755/- (Rupees Twenty Nine Lakhs Forty Eight Thousand Seven Hundred Fifty Five only) as on 24th July, 2017 as per the statement annexed as Annexure "D" to the Petition together with further interest at the rate of 14.05% p.a. on the principal amount of Rs.29,38,797/- (Rupees Twenty Nine Lakh Thirty Eight Thousand Seven Hundred Ninety Seven only) from 25th July, 2017 till payment and/or realization.
2. The Corporate Debtor approached the Operational Creditor for settlement of the matter and requested for time to make payment of the outstanding dues as agreed upon between the parties. The Corporate Debtor has assured the Petitioner to make payment of (i) a sum of INR 22,38,820/- (Rupees Twenty Two Lakhs Thirty Eight Thousand Eight Hundred and Twenty only), and (ii) a sum not exceeding INR 3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only) towards legal fees by 31st March, 2018 and based upon the Corporate Debtor's assurance to make payment as agreed herein, the Operational Creditor has agreed to the same.
3. The Operational Creditor and Corporate Debtor have arrived at an amicable settlement of the entire dispute between them on the following terms:
 - i. The Corporate Debtor agrees and undertakes to pay and the Operational Creditor agrees to accept a sum of INR 22,38,820/- (Rupees Twenty Two

THE HISTORY OF THE UNITED STATES

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The second part of the book deals with the history of the United States from the end of the American Revolution to the present day.

The third part of the book deals with the history of the United States from the present day to the future.

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Lakhs Thirty Eight Thousand Eight Hundred and Twenty only) in full and final settlement of the outstanding sum due referred in the above Company Petition.

- ii. **Subject to the production of bills / invoices by the Operational Creditor**, the Corporate Debtor further agrees and undertakes to reimburse to the Operational Creditor, the cost of legal fees incurred by the Operational Creditor in the above Company Petition, in a sum not exceeding INR 3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only) or the actuals (not exceeding Rs. 3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only), **whichever is less**.
- iii. The total amount of INR 22,38,820/- (Rupees Twenty Two Lakhs Thirty Eight Thousand Eight Hundred and Twenty Only) (hereinafter referred to as the "**Principal Settlement Amount**") agreed and undertaken to be paid by the Corporate Debtor and accepted by the Operational Creditor shall be paid by the Corporate Debtor in 3 equal installments as mentioned hereinbelow by way of Real Time Gross Settlement (RTGS) or National Electronic Fund Transfer (NEFT) to the Account of the Operational Creditor as mentioned in Annexure A hereto:

| S. No. | On or before | Amount (INR) |
|--------|--------------------------------|--------------|
| 1. | 5 th February 2018 | 7,46,273/- |
| 2. | 28 th February 2018 | 7,46,273/- |
| 3. | 31 st March 2018 | 7,46,274/- |

- iv. As on the date of executing these Consent Terms, the Operational Creditor has submitted to the Corporate Debtor, bills / invoices in a sum of INR 1,50,000/- (Rupees One Lakh Fifty Thousand Only), towards legal fees incurred by the Operational Creditor in the above Company Petition. Subject to the production of bills / invoices on or before 31st March 2018, the amount incurred towards legal fees, shall be reimbursed by the Corporate Debtor in a sum not exceeding INR 3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only) or the actuals, **whichever is less**. These amounts (hereinafter referred to as the "**reimbursement towards legal fees**") shall be paid by the Corporate Debtor in 2 installments as mentioned hereinbelow by way of Real

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Time Gross Settlement (RTGS) or National Electronic Fund Transfer (NEFT) to the Account of the Operational Creditor as mentioned in Annexure A hereto:

| S. No. | On or before | Amount (INR) |
|--------|--------------------------------|--|
| 1. | 28 th February 2018 | 1, 50,000/- |
| 2. | 31 st March 2018 | Balance (actuals not exceeding Rs. 2,25,000/-) |

The Principal Settlement Amount and the reimbursement towards legal fees incurred by the Operational Creditor shall be collectively referred to as the "Settlement Amount".

4. The Corporate Debtor agrees and undertakes to this Hon'ble Tribunal not to commit any default in paying the installments at any given time. If at all the Corporate Debtor fails to pay all or any part of the Settlement Amount on the due dates as stated hereinabove to the Operational Creditor, then the entire amount mentioned in the Rejoinder i.e. Rs.25,81,842/- (Rupees Twenty Five Lakhs Eighty One Thousand Eight Hundred Forty Two only) as on 24th July, 2017 as per the statement annexed as Annexure "A" to the Rejoinder, together with further interest at the rate of 14.05% p.a. on the principal amount of Rs.25,38,820/- (Rupees Twenty Five Lakh Thirty Eight Thousand Eight Hundred Twenty only) from 25th July, 2017 till payment and/or realisation, after adjusting the amount already received by the Operational Creditor first towards interest and then towards principal, shall immediately become due and payable by the Corporate Debtor to the Operational Creditor.
5. The Corporate Debtor undertakes to deposit the TDS amounts with the concerned authority within 1 week of deduction of the same.
6. The Operational Creditor agrees that the Settlement Amount is in full and final settlement of all its dues as mentioned in the Company Petition provided the same is paid on the due dates as mentioned herein. The Operational Creditor agrees that in such an event no further claim survives with respect to the outstanding dues and interest thereon as claimed by the Operational Creditor in the Company Petition with respect to camp catering services provided by the Operational Creditor to the Corporate Debtor, under the following work orders:



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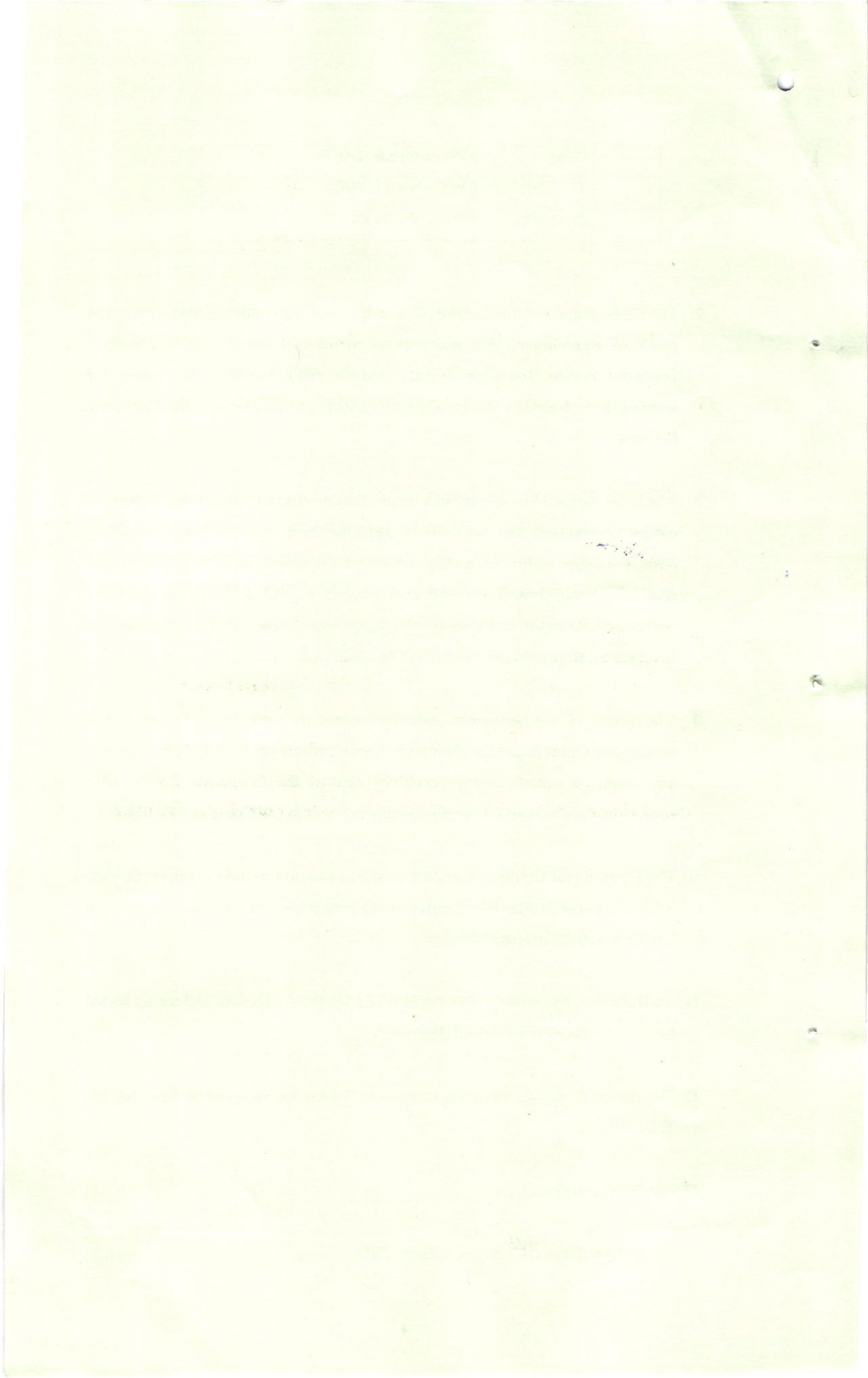
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| | Date | Work Order details |
|----|------------|--------------------|
| 1. | 07.02.2011 | W.O. No. 14013620 |
| 2. | 21.11.2012 | W.O. No. 24001875 |

7. The Operational Creditor undertakes to this Hon'ble Tribunal that within one week of receiving all the amounts as mentioned herein within the time provided herein, the Operational Creditor shall mention the matter for keeping it on board of the Hon'ble Tribunal for withdrawal of the Company Petition.
8. It is hereby agreed by the parties hereto that all disputes between the parties, earlier correspondence, writings or agreements if any, claiming any dues, costs, damages against each other which are the subject matter of this Petition shall stand withdrawn, revoked and waived, provided the payment of the Settlement Amount is made by the Corporate Debtor to the Operational Creditor on the due dates mentioned hereinabove.
9. On receipt of the Settlement Amount as aforesaid on the due dates stated herein, the Operational Creditor agrees and undertakes that it shall not make any claim or initiate any proceedings against the Corporate Debtor with respect to the claim and disputes mentioned by it in the Company Petition.
10. The Operational Creditor also undertakes to provide to the Corporate Debtor, a No Claim certificate/letter with respect the claims raised by the Operational Creditor in the Company Petition.
11. In the event the entire payment is made by the Corporate Debtor as stated herein, the Petition will stand disposed off.
12. The undertakings given by the Corporate Debtor are accepted by this Hon'ble Tribunal.
13. No Order as to costs.

Dated this 31st day of January 2018.



ANNEXURE "A"

(bank details of Operational Creditor)

Name of the Company: SODEXO FOOD SOLUTIONS INDIA P L

Beneficiary Address:

SODEXO FOOD SOLUTIONS INDIA P L,
GEMSTAR COMMERCIAL COMPLEX, 1ST FLOOR,
RAMACHANDRA LANE EXTENSION, KANCHPADA
MALAD WEST, MUMBAI 400064.

Account Number: 0017711008

Citibank Branch Mumbai

SWIFT code for CITI India: CITIINBX

IFSC code: CITI0100000

MICR code: 400037002

FOR HINDUSTAN CONSTRUCTION CO. LTD.

SODEXO FOOD SOLUTIONS INDIA PRIVATE LIMITED

SHAISTA HUSSAIN
COMPANY SECRETARY

REG. NO. 15568

For the Operational Creditor

R.P.

Advocate for the Operational Creditor

AUTHORISED SIGNATORY

(Assistant General Manager - Legal)

For the Corporate Debtor

MADHUMITHA (MADHUMITHA 'S.)

Advocate for the Corporate Debtor

FOR HINDUSTAN CONSTRUCTION CO. LTD.

AUTHORISED SIGNATORY

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BEFORE THE NATIONAL COMPANY LAW
TRIBUNAL, MUMBAI BENCH, MUMBAI
COMPANY PETITION NO. 1280 OF 2017

Sodexo Food Solutions India Private Limited

...Operational Creditor

Versus

Hindustan Construction Company Limited

...Corporate Debtor

CONSENT TERMS

Dated this ^{21st} day of January 2018