

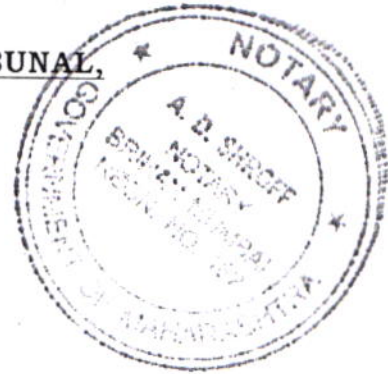
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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

MUMBAI BENCH

APPLICATION NO. 1225 OF 2017



M/S. KANDLA CARGO HANDLERS

..Petitioner

(Operational Creditor)

V/S.

REGAL SHIPPING & MARINE SERVICES PVT.LTD.

...Respondent

(Corporate Debtor)

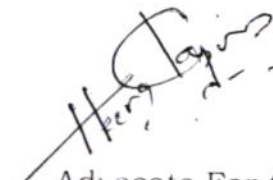
APPLICATION FOR WITHDRAWAL

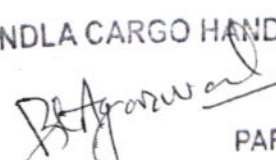
1. The Petitioner is filing the present application for withdrawal of the Present Petition No. 1225 of 2017 by Filing the Consent Terms.
2. The Petitioner had filed the present petition under Sec 9 of the Insolvency and Bankruptcy Code, 2016 against the Respondent.
3. The Petitioner and Respondent after negotiations have decided to amicably settle their disputes by filing Consent Terms. The said Consent Terms dated 09th October, 2017 is annexed hereto as **Exhibit-1**. The Petitioner is also enclosing the original Demand Draft bearing No. 177475 drawn on Bank Of Maharashtra, Mumbai Service Branch in the name of "Pay and Account Officer Ministry of Corporate Affairs" amounting to Rs. 1,000/-.
4. The Petitioner therefore prays to this Hon'ble Court to take the Consent Terms on record and allow the Petitioner to withdraw the Present petition, in view of the settlement arrived between the parties.

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5. The present matter was fixed on 09th Oct, 2017, whereby we had orally informed the Hon'ble Tribunal that the matter between the parties is settled for a sum of Rs. 5,00,000/- (Rupees Five Lacs Only/-) towards Full and Final Settlement.

DATED THIS 10th DAY OF OCTOBER, 2017


Advocate For the Petitioner
(Dewani Associates)

For KANDLA CARGO HANDLERS
+ 
PARTNER
Petitioner/ Operational Creditor
Kandla Cargo Handler




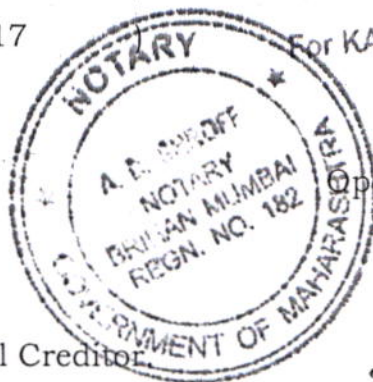
VERIFICATION

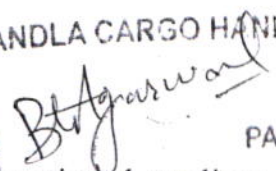
I, Shri Bajaranlal Agarwal, of Mumbai, partner of M/s Kandla Cargo Handlers (operational creditor herein), solemnly declare that whatever is stated in para nos. 1 to 5 are true to my own knowledge and belief, and I believe the same to be true.

Solemnly affirmed at Mumbai on)
this 10th day of October, 2017

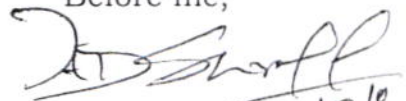
Identified by me,

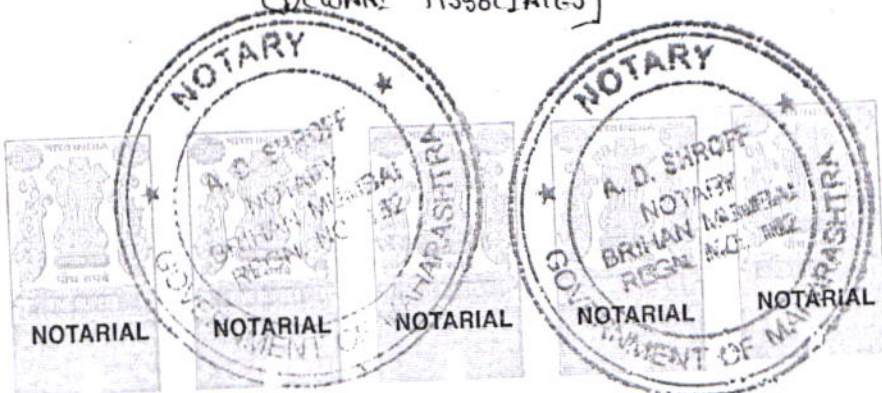

Advocate for the Operational Creditor
(DEWANI ASSOCIATES)



For KANDLA CARGO HANDLERS

PARTNER
Operational creditor

Before me,


A. D. SHROFF
Notary Greater Bombay
Shop No. 200, Dr. C. G. Road,
Opp. B. J. P. Office,
Chembur Colony, Mumbai-400 074
REGISTERED SR. NO. 1131
2017



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI

BENCH

COMPANY PETITION NO. 1225 OF 2017

Kandla Cargo Handlers

...Operational Creditor

Versus

Regal Shipping & Marine Services Pvt. Ltd.

...Corporate Debtor

CONSENT TERMS

The parties to the present Petition, namely M/s. Kandla Cargo Handlers and Regal Shipping & Marine Services Pvt. Ltd., hereby agree to once and for all fully and finally settle all disputes and differences pertaining to the alleged outstanding amount of Rs.6, 68,676/- being the principal amount payable to Kandla Cargo Handlers ("**Subject Matter**") and hereby further agree and confirm on Regal Shipping & Marine Services Pvt. Ltd. complying with the terms of the consent terms, that not to file any proceedings (Civil or Criminal) against each other in future on any issues being the Subject Matter of these Consent Terms, on receipt of the entire settlement amount.

1. The above application has been filed by the Operational Creditor under Sec 9 of Insolvency and Bankruptcy code, 2016.
2. Pursuant to the filing of the above petition, the Corporate Debtor has approached the Operational Creditor to settle the claim amount of Rs.6,68,676/- and Operational Creditor has agreed to accept from Corporate Debtor an amount of Rs. 5,00,000/- (Rupees Five Lacs only) hereinafter referred to as "**Settlement Amount**" in full and final settlement of all claims of the Operational Creditor.

- a. The Corporate Debtor has agreed to make the payment of settlement amount through Demand Draft, a copy of which is annexed and marked herewith as "**Exhibit A**" with the following details:

(1) Demand Draft No.- 370283

(2) Issued by- Punjab National Bank

(3) Date of Issue- 04.10.2017

3. The receipt of the entire Settlement Amount will extinguish, release and discharge all and any claims and demands of or made by Operational Creditor against

Corporate Debtor. Further, the claim of Operational Creditor against Corporate Debtor in respect of the Subject matter shall also stand satisfied in entirety and there shall be no further claim of any nature whatsoever against each other with respect to the Subject Matter. The Operational Creditor shall not file against the Corporate Debtor any suit in any Court of Law or before any Authority with respect to the subject matter.

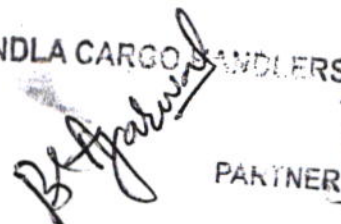
4. Both Operational Creditor and Corporate Debtor agree that these Consent Terms are without prejudice to the rights and contentions of both parties.
5. Both Operational Creditor and Corporate Debtor agree that an Order be passed in terms of these Consent Terms, all the terms of which shall be binding and executable on and against both Operational Creditor and Corporate Debtor.

Dated this 9th day of October, 2017



Advocate for Operational Creditor
(DEWANI ASSOCIATES)

For KANDLA CARGO HANDLERS



Operational Creditor
PARTNER.
Authorized Representative

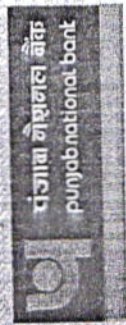


Advocate for Corporate Debtor



Corporate Debtor

Authorized Representative



नेरुल, नवी मुम्बई (महा.) (7183)
Nerul, NAVI MUMBAI (Mah.) - 400706

KANDLA CARGO HANDLERS

मांगे जाने पर ON DEMAND PAY

रुपये RUPEES

** Five Lakh only**

UQK 370283

पंजाब नेशनल बैंक
punjab national bank

पंजाब नेशनल बैंक
punjab national bank

उद्धारकर्ता शाखा एवं ड्रावेस ड्रावेस ब्रांच के साथ D.No.
D.No. 1184 - FINACLE -
CDPC MUMBAI FINACLE

केवल तीन माह के लिए वैध
VALID FOR THREE MONTHS ONLY

0 4 1 0 2 0 1 7
D D M M Y Y Y Y

या उनके आदेश पर OR ORDER

प्राप्त मूल्य के बदले अदा करें
FOR VALUE RECEIVED

₹

5,00,000.00

(NOT OVER Rs. 500000/-)

प्राधिकृत हस्ताक्षरकर्ता जी.पी.एस.
AUTHORISED SIGNATORY WITH GBPA No.

प्राधिकृत हस्ताक्षरकर्ता जी.पी.एस.
AUTHORISED SIGNATORY WITH GBPA No.

370283 0000240000

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REGAL SHIPPING & MARINE SERVICES PVT. LTD.



General Cargo & Bulk Trading, Warehousing, Shipping, Transportation & Logistics

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DATE :- 06.10.2017

TO WHOMSOEVER IT MAY CONCERN

We, Regal Shipping & Marine Services Pvt. Ltd authorize **Mr Rishikesh Dinesh Pandit**, the **Sales Manager** of the company to sign the Consent Term and to do all other acts and deeds that may be necessary in connection with Company Application No. 1225/2017 filed by Kandla Cargo Handlers in National Company Law Tribunal, Mumbai.

For Regal Shipping & Marine Services Pvt. Ltd



Vivek Bhagat
Director

Administration Office & Warehouse:

Ziya Container Terminal, Opp. Indian Oil Tanking Ltd., On MH-4-B, At Dhutum, Post Jasai, Tal: Uran,
Dist :Raigad, Maharashtra - 400 702. Mobile : 9820230311 Email :vivek@regalshippibngline.net.

**BEFORE THE NATIONAL COMPANY
LAW TRIBUNAL, MUMBAI BENCH**
COMPANY PETITION NO. 1225/2017

M/s. Kandla Cargo Handlers,

..OPERATIONAL CREDITOR

Versus.

Regal Shipping & Marine Service Pvt Ltd

..CORPORATE DEBTOR

APPLICATION FOR WITHDRAWAL

Dated ____ of October 2017

M/s. Dewani Associates

Advocate for the Petitioner

83-B, Mittal Court,

Nariman Point,

Mumbai -400021.

Ph :022-22044923

Email : dewanis@gmail.com

Adv. Code : I 10154