

NATIONAL COMPANY LAW TRIBUNAL

NEW DELHI BENCH

C.P. No. 213(ND)/2017

CORAM:

**PRESENT: SH. S. K. MOHAPATRA
HON'BLE MEMBER(T)**

**SMT. INA MALHOTRA
HON'BLE MEMBER (J)**

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING BEFORE NEW DELHI
BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 29.08.2017**

NAME OF THE COMPANY: Dr. Anuradha Agarwal Vs. M/s Evan Multi-Specialty Hospital and Research Centre Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 230-232

S.NO. NAME DESIGNATION REPRESENTATION SIGNATURE

For the Petitioner (s) : Mr. Krishnendu Datta Advocate
Mr. Vivek Singh, Advocate

For the Respondent (s) : None

ORDER

Notice to the Respondents, returnable on 31st August, 2017. Dasti. Affidavit of service be filed.

2. Ld. Counsel for the Petitioner has prayed for grant of interim protection. It is submitted that despite the Petitioner holding 15% equity in the Respondent company, which is engaged in the business of running a hospital, she is systematically being ousted from running her Department of Pathology. Her apprehensions are fortified on grounds that vide an agreement dated 16th August, 2017, Respondent No.2, in an autocratic manner has unilaterally taken a decision and entered into an agreement with Apollo Health and Lifestyle to look

(Lekh Raj Singh)

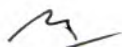


after the Pathological work of the Respondent No.1. This agreement is signed by the Respondent No. 2 as an authorized signatory. It has been stated that there has been no Board Meeting or Resolution authorizing Respondent No.2 for entering into this agreement. In any event, the Petitioner has not received any notice of any Board meeting for approval of such an agenda. Since it is her Department which is being affected by this agreement, she prays for stay of the said agreement being illegal, unauthorized and without due resolution of the Board. It is prayed that once the agreement comes into force, it shall cause irreparable injury to her. She has also prayed for restraining the Respondents from changing her shareholding in the company.

3. Though ex parte ad interim orders are prayed for, we are of the opinion that since the agreement is to come into effect from 1st September, 2017, it would be expedient to hear Respondents. Respondent No.2 is directed to be present in Court along with Board Resolutions, and the evidence, if any, in support of dispatch of notice to the Petitioner for the Board Meeting in which the required Resolution was passed, failing which the prayer of the Petitioner for restraining the coming into effect of the said agreement shall be considered. However, in the meantime, the Respondents are restrained from altering the shareholding pattern in the company.

4. The Petitioner has also made allegations of siphoning off the business of the company to the personal hospital of Respondent No.2. In view of the same,

(Lekh Raj Singh)



the Respondents are also restrained from alienating, transferring or selling the fixed assets of the company.

5. Ld. Counsel for the Petitioner has also prayed for appointment of a Local Commissioner to take possession of the Minute Book since he apprehends that the same may be fabricated.

6. Mr. Ranjit Chadha, Advocate (Mobile No. 9811128888) is appointed as the Local Commissioner to go to seize the Minute Books and file it before this Tribunal. In case of any obstruction, an adverse view shall be taken. The fees of the Local Commissioner is fixed at Rs.50,000/- exclusive of all expenses which shall be borne by the Petitioner. He shall be accompanied by one of the Petitioner's counsels. Report be filed.

To come up on 31st August, 2017.

S-d

(S. K. Mohapatra)
Member (T)

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(Ina Malhotra)
Member (J)