

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, MUMBAI

T.C.P.NO.355/I&BP/NCLT/MB/MAH/2017

CORAM:

SHRI M.K. SHRAWAT  
MEMBER (JUDICIAL)

INSOLVENCY AND BANKRUPTCY APPLICATION

LAFARGE INDIA LIMITED. ... OPERATIONAL CREDITOR  
Versus  
RICHA REALTORS PRIVATE LIMITED. ... CORPORATE DEBTOR.

**PRESENT ON BEHALF OF THE PARTIES**

**FOR THE PETITIONER**

Ms. Priyanka Shetty Advocate for the Petitioner/Operational Creditor

**FOR THE RESPONDENT.**

Mr. Sunil Badsawal Advocate for the Respondent/Corporate Debtor.

**ORDER**

Heard on : 21.07.2017.

Pronounced on : 24.07.2017

1. The Learned Representatives of both the sides are present and placed on record the "Consent Terms".
2. The relevant paras 4 and 5 of the "Consent Terms" are reproduced below :
  - "(4) *The parties have now agreed to settle the above proceedings and claim as under :-*
    - (i) *The Operational Creditor has agreed to accept an amount of INR 24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only) which is only the principal sum of the Outstanding Amount less interest of INR 8,33,794/- (Rupees Eight Lacs Thirty-Three Thousand Seven Hundred and Ninety Four), towards full and final settlement of its claim.*
    - (ii) *The Corporate Debtor has paid to the Operational Creditor on execution hereof, the aforesaid amount of INR 24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only) by way of Pay Order bearing No. 085546 dated 17.07.2017, drawn on HDFC Bank which the Operational Creditor acknowledges receipt thereof.*
  - (5) *The Operational Creditor agreed and undertakes not to raise any claim for interest of INR 8,33,794/- (Rupees Eight Lacs Thirty-Three Thousand Seven Hundred and Ninety Four) or any further interest which was payable by the Corporate Debtor on the principal amount of INR*

**NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH, MUMBAI**

**T.C.P. NO.355/I&BP/NCLT/MB/MAH/2017**

*24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only).*

3. Since the Petitioner has received the amount, hence no dispute exists about the outstanding debt, therefore, seeking permission to withdraw the Petition.
4. The Petitioner is therefore disposed as withdrawn. Consigned to records.

Sd/-

**M.K. Shrawat**  
**Member (Judicial)**

**Dated: 21.07.2017**

aarti



## BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

BENCH AT MUMBAI

APPLICATION NO. TCP 355 OF 2017

In the matter under Section 9 of the  
Insolvency and Bankruptcy Code,  
2016

**AND**

In the matter under Sections 433(e)  
and 434(1) (A) of the Companies  
Act, 1956, read along with Section  
271 of the Companies Act, 2013.

**Lafarge India Ltd.** (formerly known as  
Lafarge India Private Limited) a company  
incorporated under the Companies Act,  
1956 having its registered office at  
Equinox Business Park, Tower-3, East  
Wing, 4<sup>th</sup> Floor, Off. Bandra-Kurla  
Complex, LBS Road, Kurla West,  
Mumbai- 400 070.

CIN:U74900MH2007PTC175495

... Operational Creditor

vs

**Richa Realtors Private Limited** having  
its registered office at 101, Kshitij, Sena  
Bhavan Path, Dadar West,  
Mumbai, Maharashtra- 400 028.

CIN: U70100MH1995PTC091531

... Corporate Debtor

**CONSENT TERMS**

1. The name of the Operational Creditor, with effect from 10<sup>th</sup> March, 2017, has been changed from Lafarge India Limited to Nuvoco Vistas



Corporation Limited. The certificate of incorporation issued by the Registrar of Companies with respect to the name change has been attached as Annexure A in the above petition. The CIN of the Operational Creditor has changed to U26940MH1999PLC118229.

2. The Corporate Debtor hereby admits and acknowledges that an amount of INR 32,91,917/- (Rupees Thirty Two Lacs Ninety One Thousand Nine Hundred and Seventeen Only), hereinafter referred to the **"Outstanding Amount"** is due and payable by the Corporate Debtor to the Operational Creditor as on date of the filing of the Company Petition CP/766/2016
3. The Outstanding Amount comprises of the principal amount of INR 24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only) and interest @ 24% of INR 8,33,794/- (Rupees Eight Lacs Thirty Three Thousand Seven Hundred and Ninety Four) calculated from the respective date of each invoice till 20th September 2016. In addition to the same, as per the above mentioned Application, the Operational Creditor is also entitled to further interest at the rate of 24% per annum on the principal amount INR 24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only) from 21st September 2016 till actual realization.
4. The parties have now agreed to settle the above proceedings and claim as under:
  - i. The Operational Creditor has agreed to accept an amount of INR 24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only) which is only the principal sum of the Outstanding Amount less interest of INR 8,33,794/- (Rupees Eight Lacs Thirty Three Thousand Seven Hundred and Ninety Four), towards full and final settlement of its claim.
  - ii. The Corporate Debtor has paid to the Operational Creditor on execution hereof, the aforesaid amount INR 24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only) by way of Pay order bearing

Dr

x 




no085546.dated 17.07.2017, drawn on HDFC Bank which the Operational Creditor acknowledges receipt thereof.

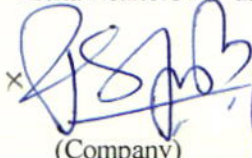
5. The Operational Creditor agrees and undertakes not to raise any claim for interest of INR 8,33,794/- (Rupees Eight Lacs Thirty Three Thousand Seven Hundred and Ninety Four ) or any further interest which was payable by the Corporate Debtor on the principal amount of INR 24,58,124/- (Rupees Twenty Four Lacs Fifty Eight Thousand One Hundred and Twenty Four Only).
6. The Operational Creditor shall immediately on realization of the monies apply to the National Company Law Tribunal, Mumbai for withdrawal of the above application.

Dated this 18<sup>th</sup> day of July, 2017.

For M/s. Lafarge India Ltd  
(now Nuvoco Vistas Corporation Limited)

  
(Petitioner)  
Advaya Legal  
Advocate for the Petitioner

Richa Realtors Private Limited

  
(Company)  
  
(Gordhandas & Fozdar)  
Advocate for the Company





26

Date: April 11, 2017

**LETTER OF AUTHORITY**

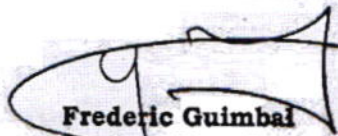
I, **Frederic Guimbal**, being the **Product Line General Manager, RMX - Nuvoco Vistas Corporation Limited (formerly Lafarge India Limited)**, hereby authorize, Mr. Anil Balkrishna Parab, Senior Executive, to represent the Company in the proceedings before any Forum, Tribunal, Labour Court, Civil Court, Criminal Court, High Court or any other Court of law/NCLT/Judicial Forum in India in the matter pertaining to Company's disputes with any individual or entity and to do the following on behalf of the Company:

1. To sign and submit Plaints, Complaints, Statements, Winding Up Petitions, Applications, Written Statements, Affidavits, Counter/reply statements, Rejoinders, Settlement Terms and all other related documents thereto;
2. To sign Vakalat, Letter of Authority, to appoint Advocates, Pleaders, Solicitors, etc.
3. To add, modify, amend or withdraw any Plaints, Complaints, Statements, Winding Up Petitions, Applications, Written Statements, Affidavits, Counter/reply statements, Rejoinders, etc.
4. To Swear on Oath, state on Affidavits, adduce evidence, to cause any oral or documentary evidence to be adduced before any Forum, Tribunal, Labour Court, Civil Court, Criminal Court, High Court or any other Court of law /NCLT/Judicial Forum in India and to cause discovery/inspection of documents, etc.

And generally to do all lawful acts, deeds and things, which **Mr. Anil Balkrishna Parab** which may deem necessary and proper for the aforesaid purposes.

This Letter of Authority shall be valid and remain in force so long as **Mr. Anil Balkrishna Parab** is in the employment of the Company.

**For Nuvoco Vistas Corporation Limited.**



**Product Line General Manager - RMX**

**Nuvoco Vistas Corp. Ltd.**

(formerly Lafarge India Limited)

(CIN-U26940MH1999PLC118229) (PAN-AAACL4159L)

Registered Office:

Equinox Business Park, Tower-3, East Wing, 4th floor,

Off. Bandra-Kurla Complex, LBS Road, Kurla (West), Mumbai 400070

Office: +91 (0) 22 66306511 | Fax: +91 (0) 22 66306510 | [www.lafarge.in](http://www.lafarge.in)

BEFORE THE NATIONAL COMPANY LAW  
TRIBUNAL  
MUMBAI BENCH  
APPLICATION NO. TCP 355 OF 2017

Lafarge India Ltd ...Applicant/ Operational  
Creditor

Vs.

Richa Realtors Private Limited  
... Corporate Debtor

**CONSENT TERMS**

---

Dated 18<sup>th</sup> day of July, 2017