

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI
T.C.P.NO.356/I&BP/NCLT/MB/MAH/2017**

CORAM:

SHRI M.K. SHRAWAT
MEMBER (JUDICIAL)

INSOLVENCY AND BANKRUPTCY APPLICATION

LAFARGE INDIA LIMITED. ... OPERATIONAL CREDITOR
Versus
RICHA INDIA INFRA DEVELOPMENT
PRIVATE LIMITED. ... CORPORATE DEBTOR.

PRESENT ON BEHALF OF THE PARTIES

FOR THE PETITIONER

M. Priyanka Shetty Advocate for the Petitioner/Operational Creditor

FOR THE RESPONDENT.

Mr. Sunil Badsawal Advocate for the Respondents/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 21,56,723/- (Rupees Twenty One Lacs Fifty Six Thousand Seven Hundred and Twenty Three Only) which is only the principal sum of the Outstanding Amount less interest of INR 15,08,209/- (Rupees Fifteen Lacs Eight Thousand Two Hundred and Nine Only), 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 21,56,723/- (Rupees Twenty One Lacs Fifty Six Thousand Seven Hundred and Twenty Three Only) by way of Pay Order bearing No. 085545 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 15,08,209/- (Rupees Fifteen Lacs Eight Thousand Two Hundred and Nine Only) or any further interest which was payable by the Corporate Debtor on the principal amount of INR 21,56,723/- (Rupees Twenty One Lacs Fifty Six Thousand Seven Hundred and Twenty Three 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 The Petitioner is therefore disposed as withdrawn.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: 24.07.2017

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

BENCH AT MUMBAI

APPLICATION NO. TCP 356 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, 4th Floor, Off. Bandra-Kurla
Complex, LBS Road, Kurla West,
Mumbai- 400 070.

CIN: U74900MH2007PTC175495

...Operational Creditor

vs

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

CIN: U45400MH2010PTC211530

...Corporate Debtor

CONSENT TERMS

1. The name of the Operational Creditor, with effect from 10th March, 2017, has been changed from Lafarge India Limited to Nuvoco Vistas Corporation Limited. The certificate of incorporation issued by the



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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 36,64,932/- (Rupees Thirty Six Lakhs Sixty Four Thousand Nine Hundred and Thirty Two 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/767/2016
3. The Outstanding Amount comprises of the principal amount of INR 21,56,723/- (Rupees Twenty One Lakhs Fifty Six Thousand Seven Hundred and Twenty Three Only) and interest @ 24% of INR 15,08,209/- (Rupees Fifteen Lakhs Eight Thousand Two Hundred and Nine Only) 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 21,56,723/- (Rupees Twenty One Lakhs Fifty Six Thousand Seven Hundred and Twenty Three 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 21,56,723/- (Rupees Twenty One Lakhs Fifty Six Thousand Seven Hundred and Twenty Three Only) which is only the principal sum of the Outstanding Amount less interest of INR 15,08,209/- (Rupees Fifteen Lakhs Eight Thousand Two Hundred and Nine Only), 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 21,56,723/- (Rupees Twenty One Lakhs Fifty Six Thousand Seven Hundred and Twenty Three Only) by way of Pay order



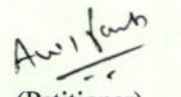
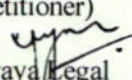


bearing no 085545 dated 17.07.2017, drawn on HDFC Bank, which the Operational Creditor acknowledges receipt thereof.


5. The Operational Creditor agrees and undertakes not to raise any claim for interest of INR 15,08,209/- (Rupees Fifteen Lakhs Eight Thousand Two Hundred and Nine Only) or any further interest which was payable by the Corporate Debtor on the principal amount of INR 21,56,723/- (Rupees Twenty One Lakhs Fifty Six Thousand Seven Hundred and Twenty Three 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 18th day of July, 2017.

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

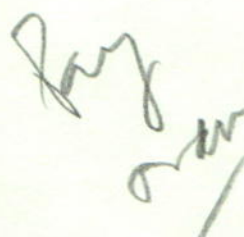

(Petitioner)

Advaya Legal
Advocate for the
Operational Creditor

Richa India Infra Development

Private Limited

(Company)

(Gordhandas & Fozdar)

Advocate for the Corporate Debtor.





[Handwritten signature]

Date: April 11, 2017

LETTER OF AUTHORITY

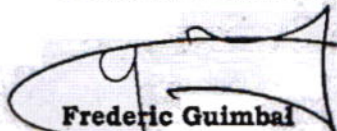
I, **Frederic Guimbal**, being the **Product Line General Manager, RMX - Nuvoco Vistas Corporation Limited (formerly Lafarge India Limited)**, hereby authorize, Mr. Anil Balkrishna Parab, Senior Executive, to represent the Company in the proceedings before any Forum, Tribunal, Labour Court, Civil Court, 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

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BEFORE THE NATIONAL COMPANY LAW
TRIBUNAL
MUMBAI BENCH
APPLICATION NO. TCP 356 OF 2017

Lafarge India Ltd ...Applicant/ Operational
Creditor

Vs.

Richa India Infra Development Private Limited
... Corporate Debtor

CONSENT TERMS

Dated 18th day of July , 2017