

NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, MUMBAI

T.C.P No. ~~433~~<sup>434</sup>/(MAH)/2017  
CA No.

CORAM:

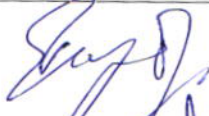

Present: SHRI M.K. SHRAWAT  
MEMBER (J)

SHRI BHASKARA PANTULA MOHAN  
MEMBER (J)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF  
THE NATIONAL COMPANY LAW TRIBUNAL ON 04.10.2017

NAME OF THE PARTIES: Skyway RMC Plants Pvt.Ltd.  
V/s.  
Kamla Landmarc Construction Pvt.Ltd.

SECTION OF THE COMPANIES ACT: I & BP Code 2016.

S. No.	NAME	DESIGNATION	SIGNATURE
24	Raj Oberoi	Legal Manager Petitioner	
	E.C. John	General Manager for Respondent	

**ORDER**  
**T.C.P. No. 434/I&BC/NCLT/MB/MAH/2017**

1. The Petitioner and the Respondent in person are present.
2. A Board Resolution of the Petitioner Company is on record wherein it was authorized to withdraw the Judicial Proceedings.
3. The Consent Terms between the Petitioner and Respondent dated 27.09.2017 is also on record. The Schedule of Payment with Cheque Numbers is also enlisted therein.
4. Accordingly, the Petitioner is seeking permission for Withdrawal of the Petition. Accordingly, the Petition is disposed of as "**Withdrawn**" as per the Consent Terms. To be consigned to the Records.

Sd/-

**Bhaskarā Pantula Mohan**  
**Member (Judicial)**  
**04.10.2017**

ug

Sd/-

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

**BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, MUMBAI**

**COMPANY PETITION NO. 903 OF 2016 AND TCP NO. 434 OF 2017**

**Skyway RMC Plants Pvt. Ltd.**

**... Petitioner**

**Versus**

**Jasani Realty Pvt. Ltd.**

**... Respondent**

**CONSENT TERMS BETWEEN PETITIONER AND RESPONDENT**

1. The Petitioner and Respondent in the above matter have agreed to settle the matter amicably out of court and enter into consent terms on the terms and conditions recorded hereunder.
2. The Respondent agrees to pay an amount of Rs.6,57,642/- (Rupees Six Lakhs Fifty Seven Thousand Six Hundred and Forty Two Only) to the Petitioner in full and final settlement of the Petitioner's claim as against the Respondent in the above petition.
3. Accordingly, the Respondent has on execution of these Consent Terms have handed over to the Petitioner 2 (two) Cheques total amounting to Rs.6,57,642/- (Rupees Six Lakhs Fifty Seven Thousand Six Hundred and Forty Two Only), in full and final settlement of the Petitioner's claim. The Petitioner acknowledges receipt of the said Cheque, the particular whereof are as follows:-



Sr.No.	Cheque No.	Date	Amount
1.	001545	Open Dated	3,25,000/-
2.	001547	Open Dated	3,32,642/-
<b>TOTAL RS.</b>			<b>6,57,642/-</b>


All the aforesaid cheques are drawn on Kotak Mahindra Bank, Fort, Mumbai – 400001. Branch.

4. The Respondent undertakes to this Hon'ble Tribunal that the said Cheques shall be honoured on presentation. If the said Cheques are dishonoured on presentation, the above Petition shall stand admitted, without prejudice to any other rights of the Petitioner to initiate proceedings against Respondent and its Directors for such dishonour. Also, if the said Cheques are dishonoured on presentation, these Consent Terms shall not be binding upon the Petitioners and the petitioners shall be entitled to recover the entire claim amount along with the interest thereon.
5. It is agreed that upon the payments of the above amount, the Petitioner shall have no claim whatsoever against the Respondent and that the debt claimed by the Petitioner against the Respondent shall be satisfied and accordingly the above Petition shall stand disposed of.



Dated this 27<sup>th</sup> day of September, 2017.

Skyway RMC Plants Pvt. Ltd.


  
Petitioner

\_\_\_\_\_  
(Director) / Authorised  
Representative

Chirag-K. Sancheti


  
(Advocate for the Petitioner)  
RAJ ORERAY  
Legal Manager

Jasani Realty Pvt. Ltd.

 For JASANI REALTY PVT. LTD  
Respondent

\_\_\_\_\_  
(Director) Director

UDAY JASANI

  
(Advocates for the Respondent)  
E. C. 2047  
General Manager

NCLT MUMBAI BENCH  
AT MUMBAI

Company Petition No. 903 of 2016  
AND

TCP No. 434 of 2017

Skyway RMC Plants Pvt. Ltd... Petitioner

Versus

Jasani Realty Pvt. Ltd... Respondent

**CONSENT TERMS BETWEEN  
THE PETITIONER AND  
RESPONDENT**

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Dated this 27<sup>th</sup> day of September,  
2017.

**CHIRAG K. SANCHETI**  
**ADVOCATE & SOLICITOR**  
Advocate for the Petitioner,  
104-A, Mittal Towers, A- Wing, 10<sup>th</sup>  
Floor, Nariman Point, Mumbai 400 021