

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 1289/(MAH)/2017
CA No.

CORAM:

Present:

SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)


SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF
THE NATIONAL COMPANY LAW TRIBUNAL ON 19.09.2017


NAME OF THE PARTIES: Lyril Agencies
V/s.
Laxmi Organic Industries Ltd.

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

S. No.	NAME	DESIGNATION	SIGNATURE
--------	------	-------------	-----------

1.	Vinamra Kapanha	Advocate for Applicant	
----	-----------------	------------------------	---

2.	Upendra Singh, Proprietor.	Applicant is present	
----	----------------------------	----------------------	--

3.	Aniket Himpara	Authorized Signatory to Respondent in person	
----	----------------	--	---

CP No.1289/I&BP/NCLT/MB/MAH/2017

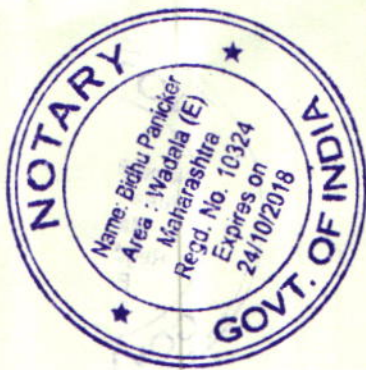
On the withdrawal application filed by the Petitioner Counsel, this Petition is hereby dismissed as withdrawn looking at the consent terms arrived at by the parties.

Sd/-

V. NALLASENAPATHY
Member (Technical)

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)



Before the National Company Law Tribunal

Bench, at Mumbai

Company Application No. 1289 of 2017

(under section 9, Insolvency and
Bankruptcy Code, 2016)

Lyril Agencies)
Having its registered office at)
Haware Green Park, Phase III)
Plot No. 15, Shop No. 18, Sector 22,)
Komothe, Navi Mumbai - 410209)...Applicant

Versus

Laxmi Organic Industries Ltd.)
Plot No. A-22, MIDC Mahad,)
District Raigad, Maharashtra)...Operational
Debtor/Respondent

CONSENT TERMS

BETWEEN THE APPLICANT AND THE
RESPONDENT/OPERATIONAL DEBTOR

1. The Applicant and the Respondent/Operational Debtor in the present Company Application (hereinafter referred to as **"Parties"**) have mutually agreed to amicably resolve and settle their respective disputes, differences and claims and a



settlement has been arrived at between the Parties vide the present consent terms ("**Consent Terms**").

2. The Respondent/Operational Debtor herein undertakes, confirms, acknowledges, accepts and unconditionally and irrevocably admits their liability to pay to the Claimant a sum of **Rs. 3,67,240/- [Rupees Three Lacs Sixty Seven Thousand Two Hundred and Forty only]** due as on the date of the present Consent Terms as per invoices raised from time to time which are more specifically described in the present Company Application and are annexed thereto.

3. The Applicant herein confirms, acknowledges, accepts and unconditionally and irrevocably admits to receive a sum of **Rs. 3,67,240/- [Rupees Three Lacs Sixty Seven Thousand Two Hundred and Forty only]** towards the full and final settlement of their due as on the date of the present Consent Terms as per invoices raised from time to time which are more specifically described in the present Company Application and are annexed thereto.

4. The Applicant hereby agrees to abide by these Consent Terms and undertakes not to make any grievances in any manner against the Respondent/Operational Debtor and also undertakes that it shall neither demand any interest on the aforesaid sum nor initiate any suit, claim or civil or criminal cases against the Respondent/Operational Debtor or its Directors, Officers etc. for recovering the interest and the Applicant shall not to use any documents, invoices, notices etc. relating to this matter for filing any further suits, claims or criminal cases against Respondent/Operational Debtors and its Directors.

5. In discharge of their obligation to pay to the Applicant, the aforesaid outstanding debt, the Respondent/Operational Debtor, hereby proceeds to provide to the Applicant, a Pay Order No. 035477 drawn in favour of the Applicant on 18/09/2017, by IDBI Bank Limited and being payable at Mumbai. A true copy of the Pay Order No. 035477 is annexed herewith as **Annexure A**. That with the handing over and realization of the amounts due as per the Pay Order, the Applicant's entire claim against the Respondent in respect of the present Company



Application and till present date, will stand completely and unconditionally discharged.

6. The Applicant in return of the payment as mentioned above, agrees to irrevocably and unconditionally withdraw the present Company Application. With the signing of the present Consent Terms, the Parties hereto, shall put to rest all claims and disputes against each other pertaining to or arising from the transactions to which the Invoices annexed to the Company Application pertain.

7. The present Consent Terms are signed by Mr. Upendra Singh, duly authorized to represent the Applicant and in whose name the Applicant proprietorship stands, on behalf of the Applicant and in this personal capacity. The present Consent Terms are signed by Mr. Aniket Hirpara, Company Secretary & Sr. Manager (Legal) duly authorized signatory of the Respondent, on behalf of the Respondent/Operational Debtor and in his personal capacity. The Parties further declare that they have signed these Consent Terms by their free will and







without any coercion or undue influence being
exerted upon them.

Dated 19th September, 2017

At Mumbai

LAXMI ORGANIC INDUSTRIES LIMITED

DIRECTOR / COMPANY SECRETARY

For Laxmi Organics Industry Ltd.

Mr. Anil - Haripara

BEFORE ME

Bidhu
BIDHU PANICKER
B.Com., LL.B.
ADVOCATE HIGH COURT
NOTARY (Govt. of India)
Res: 303, Sandeep Apt., Plot No. A/197,
Sector-20, Near Balaji Temple,
Nerul (W), Navi Mumbai, Maharashtra

For LYRIL AGENCIES

Proprietor
For Lyril Agencies

Mr. Upendra Singh

For Vinamra Kopariha,

Advocate

Notary Reg. Sr. No.: 6696/2017
In Book No.: VI

VINAMRA KOPARIHA
Advocate, High Court
Hind Rajasthan Chambers, 4th Floor, 6 Oak Lane,
Behind Allana House, Opp. Hotel Burma,
Fort, Mumbai-400 001. Off. Tel: 22625021.

19 SEP 2017



Annexure A



पे के खाते में
PAYEE ONLY



Mumbai - Nariman Point - Mittal Tower, 'C' Wing, Gr. Floor, Nariman Point,
Mumbai, Maharashtra - 400021

आईडीबीआई ओमनीपे/IDBI OMNIPAY

Sr.No.: 35477

जारी करने की तारीख से तीन महीने के लिए मान्य
VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

दिनांक
DATE

1 5 7 2 0 1 7
D D M M Y Y Y

ON DEMAND PAY

LYRIL AGENCIES ****

को या उनके आदेश पर OR ORDER

प्राप्त मूल्य के लिए

रुपये RUPEES

Three Lakh Sixty Seven Thousand Two Hundred Forty only

अदा करें।

₹ 3,67,240.00

खाता सं०
A/c No.

00430100010050

अदा करें/FOR VALUE RECEIVED

कृते आईडीबीआई बैंक लिमिटेड/For IDBI BANK LTD.

** Not Over INR. 3,67,240.00 **

Payable at par at all IDBI Bank Branches in India

प्रमाणित हस्ताक्षरकर्ता
Ravansapayat

पवन संपावट

EIN: 126755

DEEPAK KUMAR SINGH
Asst. Manager
EIN - 126896

⑈035477⑈ 000259000⑈ 000400⑈ 16

True Copy

Advocate

**Before the National Company
Law Tribunal Bench, at
Mumbai**

Company Application No. 1289
of 2017

Lyril Agencies ...Applicant

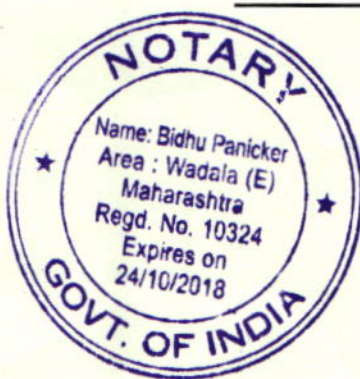
Versus

Laxmi Organic Industries Ltd.

...Respondent

Consent Terms

Dated 19th September, 2017



Vinamra Kopariha

Advocate for Applicant

7, 4th Floor, Hind Rajasthan,
Building, 6, Oak Lane (Allana
Lane), Off Nagindas Master
Road, Fort, Mumbai – 23

022-22625021

vinamrakopariha@gmail.com