

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

46

C.P No. 1093/(MAH)/2017
CA No.

CORAM:

Present:

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

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF
THE NATIONAL COMPANY LAW TRIBUNAL ON 11.07.2017

NAME OF THE PARTIES:

Graphene Media Pvt.Ltd.

V/s.

House Full International Ltd.

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

S. No.	NAME	DESIGNATION	SIGNATURE
1	Esha H. Khanduadia	} Advocates for operational creditor	<u>Eshako</u>
2	Hasmukh Ravaria i/b Juris Link		<u>Has</u>
3	Raju Mohan Thakkar	Advocate for corporate debtor	<u>RMThakkar</u>

ORDER

CP No.1093/ I&BP/NCLT/MB/MAH/2017

On the Memo of Withdrawal filed by the Petitioner Counsel, this Petition is
dismissed as withdrawn with liberty to file afresh.

Sd/-

V. NALLASENAPATHY
Member (Technical)

Sd/-

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

Encl : Memo of withdrawal.

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

BENCH, AT MUMBAI

COMPANY PETITION NO. 1093 OF 2017

(Under section 9 of the Insolvency and Bankruptcy Code, 2016)

Graphene Media Private Limited ... Operational Creditor

Versus

House Full International Limited ... Corporate Debtor

MEMO OF WITHDRAWAL

1. The captioned matter is subsisting before this Hon'ble Tribunal and listed today.
2. The Operational Creditor and the Corporate Debtor jointly made a prayer on 4th July, 2017 and further on 10th July, 2017 to the Hon'ble Tribunal to allow them to settle the matter amicably and accordingly file the consent terms and memo of withdrawal.
3. As per the terms agreed between the parties, the parties to the present petition file this memo for withdrawal of aforesaid Company Petition on the terms and conditions agreed and detailed in the Consent terms dated 10th July, 2017. Annexed herewith and marked as "Annexure A" is the copy of the said Consent Terms dated 10th July, 2017 duly executed between the parties to this present Company Petition.

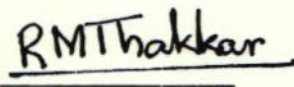
4. That this Hon'ble Tribunal may be pleased to allow the withdrawal of captioned Company Petition on the terms of consent terms as herein with the liberty to re file the present Company Petition in case of any breach of the terms and conditions as stipulated in the Consent Terms.

Mumbai dated this 11th day of July, 2017



Juris Link

Advocates for the Operational Creditor



Advocates for the Corporate Debtor

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

BENCH, AT MUMBAI

COMPANY PETITION NO. 1093 OF 2017

(Under section 9 of the Insolvency and Bankruptcy Code, 2016)

Graphene Media Private Limited ... Operational Creditor

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House Full International Limited ... Corporate Debtor

CONSENT TERMS

1. The Operational Creditor has filed the current application to initiate corporate insolvency resolution process in the case of the Corporate Debtor to claim outstanding payment of Rs. 54,39,281/- (Rupees Fifty Four Lakhs Thirty Nine Thousand Two Hundred Eighty One Only) along with Interest @ 18% p.a. towards the various outstanding invoices raised by the Operational Creditor for the services of media releases rendered by the Operational Creditor to the Corporate Debtor for the period from May 2016 to September 2016.
2. The present Application was listed before the Hon'ble Tribunal for admission on 4th July, 2017, wherein the parties agreed to settled present matter. It was agreed that the Corporate Debtor shall pay and the Operational Creditor shall accept amount of Rs. 45,00,000/- (Rupees Forty Five Lakhs Only) towards the full and final payment of the claim of the operational debt and accordingly the parties herein have agreed to record and file the said consent terms.

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3. The Corporate Debtor hereby agrees and undertakes to make the payment in the following manner:
 - i. A cheque of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) drawn on the name of the Operational Creditor immediately upon the submission of these consent terms. The Corporate Debtor hereby confirms and undertakes to honour the aforesaid cheque issued by the Corporate Debtor upon its due presentation.
 - ii. The balance sum of Rs. 25,00,000 (Rupees Twenty Five Lakhs Only) shall be payable by the Corporate Debtor to the Operational Creditor on or before 10th August, 2017. .

4. The parties have expressly agreed that for any reason whatsoever, in the event the Corporate Debtor breaches the terms of settlement as recorded herein, the present application shall stand admitted before the Hon'ble Tribunal and the Operational Creditor shall also have a right to initiate any other appropriate legal proceedings to recover the Outstanding Operational Debt.



5. These are the full and final settlement terms between the parties and the parties absolutely shall abide by the same. The Operational Creditor shall not have any claim of whatsoever nature against the Corporate debtor after receipt of said amount of Rs. 45,00,000/- (Rs. Forty Five lakhs only) in the manner as set out herein above.

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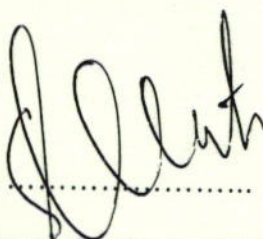
6. Both the parties hereto confirm that the signatories to this consent terms have been duly authorized signatories by their respective Board of Directors and that the consent terms shall be binding on the respective parties. A copy of the respective board resolutions appointing authorized signatories for the purpose of these consent terms have been annexed hereto by the parties.


Mumbai dated this 10th day of July, 2017

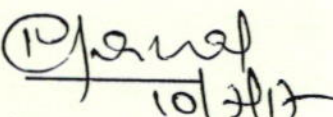
For Graphene Media Private Limited

Mr. 
[Director/Authorised Signatory] 

For House Full International Limited

Mr. 
[Director/Authorised Signatory] 


Juris Link
Advocates for the Operational Creditor


Advocates for the Corporate Debtor

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GRAPHENE MEDIA PRIVATE LIMITED HELD ON MONDAY, APRIL 3, 2017 AT 11.30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT DREAMLAND APARTMENTS, 7TH FLOOR OPP. LOK GROUP TOWER, 18 - AMBEDKAR ROAD, KHAR (W), MUMBAI - 400052

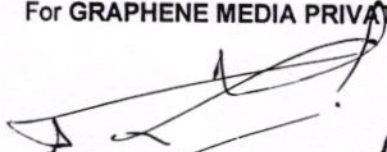
TO APPOINT REPRESENTATIVE IN LEGAL MATTER AGAINST HOUSE FULL INTERNATIONAL LIMITED.

RESOLVED THAT the Board be and is hereby authorizes, Mr. Sanjoykumar Chakrabarty, CEO- Founder (DIN: 06416668) and Mr. Ajay More, Assistant General Manager to;

1. Institute and continue, conduct, defend, appear in, compound and/or settle legal proceedings in the matter of recovery of outstanding amount from House Full International Limited and its Directors/Officials.
2. Verify, sign, affirm and present pleadings, petitions including winding up petition, applications including insolvency application in NCLT, affidavits, statements, Vakalatnama, engage counsels, advocates, solicitors and tender evidences both oral and documentary and to do all such things and acts as may be considered necessary and expedient in this matter.
3. Comply with the terms of decree, order or award, to accept service of any writ or summons and other legal proceedings and to appear before and represent in all courts, tribunals, commission, boards, whether civil, criminal or otherwise, whether original or appellate as may be necessary.
4. Further delegate whole or part of the authority to any executive, officer or professional in this respect.

"CERTIFIED TRUE COPY"

For GRAPHENE MEDIA PRIVATE LIMITED



ASHISH NARENDER LALA
Director
DIN: 06896661



Graphene Media Pvt. Ltd.

Corporate Office: E-610/613, Crystal Plaza, New Link Road Andheri (W), Mumbai 400 053 India

Registered Office: 7th Floor, Dreamland Apartments, 18 - Ambedkar Road, Khar (W), Mumbai 400 052 India

(T) +9122 6671 6132 | (E) adops@graphenemedia.co.in | www.graphenemedia.in | CIN: U74120MH2014PTC252223



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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD ON THURSDAY, MAY 25, 2017 AT PLOT 36A & 37, SEEPZ, ANDHERI (E), MUMBAI – 400 096

"RESOLVED THAT Mr. Suwendu Rath – Co-CEO, (hereinafter referred to as the "Authorised Representative") be and is hereby authorized to represent the Company and to sign and execute replies, written statements, defense and to compromise and sign/execute "Consent Terms", in respect of the case filed by M/s Graphene Media Private Limited before the National Company Law Tribunal Bench, at Mumbai, under Section 9 of the Insolvency and Bankruptcy Code, 2016.

FURTHER RESOLVED THAT the Authorised Representative is hereby authorised, for and on behalf of the Company to do all such acts including the signing, depositing, filling affidavits, applications or documents and attending to all aforesaid legal proceedings, appearing and giving evidence, appointing Advocates/Counsels and execute Vakalatnama or Letter of Authority, attending to all legal matters until final disposal of and to apply for inspection of documents and records, to obtain copies of documents and papers on behalf of the company and to do all acts as may be necessary to give effect to this resolution"

For House Full International Ltd.

Hitesh Shah

Hitesh Shah
Director



HouseFull International Ltd.

C-3, Plot No 15, Western Industrial Co-operative Estate Ltd, Opp. Seepz Main Gate,
MIDC, (Marol), Andheri (E), Mumbai - 400 093 | Tel. :+ 91-22-40534200
Web : www.houseFull.co.in | CIN : U45401MH2005PLC158277

**BEFORE THE NATIONAL COMPANY
LAW TRIBUNAL BENCH, AT MUMBAI
COMPANY PETITION NO. 1093 of 2017
(Under section 9 of the Insolvency
and Bankruptcy Code, 2016)**

Graphene Media Private Limited

... Operational Creditor

Versus

House Full International Limited

... Corporate Debtor

CONSENT TERMS

Dated this 10th day of July, 2017

JURIS LINK

Advocates for Operational Creditor
303, Vikas Building, 11N.G.N.
Vaidya Marg (Bank Street),
Fort, Mumbai - 400 001.

**BEFORE THE NATIONAL COMPANY
LAW TRIBUNAL BENCH, AT MUMBAI
COMPANY PETITION NO. 1093 of 2017
(Under section 9 of the Insolvency
and Bankruptcy Code, 2016)**

Graphene Media Private Limited

... Operational Creditor

Versus

House Full International Limited

... Corporate Debtor

MEMO OF WITHDRWAL

Dated this 11th day of July, 2017

JURIS LINK

Advocates for Operational Creditor

303, Vikas Building, 11 N.G.N.

Vaidya Marg (Bank Street),

Fort, Mumbai - 400 001.