

NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, MUMBAI



C.P No. 1096/(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 23.06.2017

NAME OF THE PARTIES: Fugro Survey Pvt.Ltd.  
V/s.  
JK Surface Coating Pvt.Ltd.

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

S. No.	NAME	DESIGNATION	SIGNATURE
1	SAJID KHALFE	V.P.	
2	Madhur Rao Bahaj Kulkarni	1/6 part agent Pt.	

**ORDER**

**CP No.1096/I&BP/NCLT/MB/MAH/2017**

In view of the Settlement arrived between the Petitioner and the Corporate Debtor, they have jointly filed an application for withdrawal of the Company Petition.

Looking at the Consent Terms arrived between the parties, the Petition is hereby dismissed as withdrawn.

Sd/-  
**V. NALLASENAPATHY**  
Member (Technical)

Sd/-  
**B.S.V. PRAKASH KUMAR**  
Member (Judicial)

Encl: Consent Terms.

# PRS Legal

ADVOCATES AND LEGAL CONSULTANTS

115, 1<sup>st</sup> Floor, Biry House, 265, Perin Nariman Street, Fort, Mumbai – 400 001

Ph. No: 022 22634828

Email: prs.legal@yahoo.com

Ref:

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL MUMBAI

BENCH AT MUMBAI

INSOLVENCY APPLICATION NO. OF 2017

**In the matter of:**

Fugro Survey (India) Private Limited

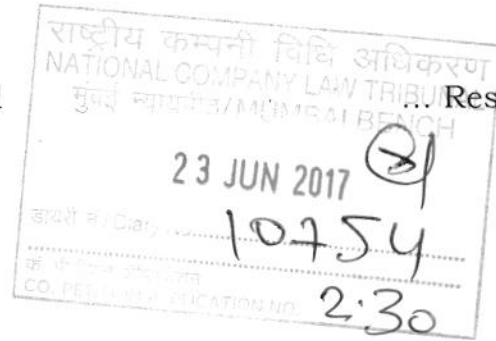
... Applicant

Versus

JK Surface Coatings Private Limited

... Respondent

To,  
The Registrar,  
NCLT, Mumbai Bench.



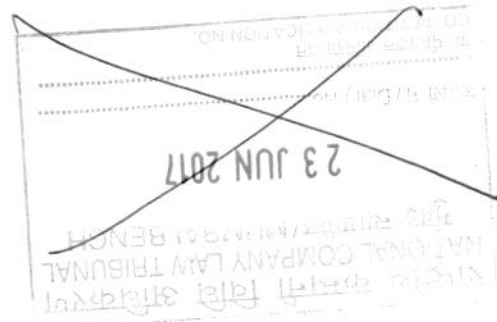
Sir,

Be pleased to take on record the accompanied Consent Terms, executed by the parties herein, in the above matter.

Dated this 23<sup>rd</sup> day of June, 2017

For PRS Legal,

Advocate for the Applicant



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI

COMPANY PETITION NO. 1096 OF 2017

Fugro Survey (India) Pvt. Ltd. )  
 Incorporated under Companies Act 1956 )  
 & having registered office at Fugro House, )  
 D-222/30, T.T.C. Industrial Area, MIDC, )  
 Nerul, Navi Mumbai – 400 706 )  
 ....Applicant

*Versus*

JK Surface Coatings Pvt. Ltd. )  
 a company incorporated and registered )  
 under the Companies Act, 1956 )  
 having its registered office at Neel Siddhi )  
 Enclave - Commercial Complex, Plot No. 48/9 )  
 M.G. Complex, Sector – 14, Vashi, )  
 Navi Mumbai 400 703 ) *Respondent*  
 ....Respondent

CONSENT TERMS

1. It is hereby agreed by and between the Applicant  
(hereinafter referred to as "Fugro") and the

Respondent (*hereinafter referred to as "JKSC"*) hereinabove that keeping in view the potential prospective business relationship between Fugro and JKSC and the positive commitment made by JKSC to make the balance payment, it is mutually agreed to settle the dispute between Fugro and JKSC by a final time bound settlement.

2. In furtherance of the aforesaid, it is hereby agreed by and between Fugro and JKSC that out of the total amount of Rs. 20,34,876 (Rupees Twenty Lakh Thirty Four Thousand Eight Hundred and Seventy Six only) which was due and payable by JKSC to Fugro as on the date of filing of the present Petition before the Hon'ble National Company Law Tribunal (Mumbai Bench) in respect of positioning services for Accommodation Vessel in BG field provided by Fugro to JKSC and which is the subject-matter of the present Company Petition, a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) has already been paid by JKSC to Fugro through RTGS on 16.06.2017 vide Reference No. SBINRS52017061600008714.

3. It is hereby agreed by and between Fugro and JKSC that JKSC shall pay the balance amount of Rs. 10,34,876/- (Rupees Ten Lakh Thirty Four Thousand Eight Hundred and Seventy Six only) in full and final settlement of the outstanding dues in respect of four invoices bearing nos.52 (dt. 11.02.2014), 110 (dt. 10.03.2014), 139 (dt. 31.03.2014) and 213 (dt. 28.04.2014) on or before 10.07.2017 through RTGS.
4. It is hereby agreed by and between Fugro and JKSC that within fifteen days of receipt of payment of the afore mentioned balance amount of Rs. 10,34,876/- (Rupees Ten Lakh Thirty Four Thousand Eight Hundred and Seventy Six only) by Fugro, Fugro shall make an application before the Court of Learned 5<sup>th</sup> Judicial Magistrate First Class, Vashi and withdraw the case no. 17370/2016 lodged on the basis of the complaint made by Mr. Anant Keshav, representative of Fugro under Section 138 read with Section 141 of the Negotiable Instrument Act, 1881.
5. In view of the partial payment made by JKSC to Fugro and on account of the commitment made by JKSC to pay the balance amount of Rs.

10,34,876/- (Rupees Ten Lakh Thirty Four Thousand Eight Hundred and Seventy Six only) on or before 10.07.2017, Fugro has agreed to withdraw the present Petition viz. Company Petition No. 1096 of 2017 filed under Section 9 of the Insolvency and Bankruptcy Code, 2016 on 23.06.2017 when the matter is scheduled to be listed before the Hon'ble National Company Law Tribunal (Mumbai bench).

sd/-




Mr. Sajid Ahmed – Vice President (P & A)

Authorised Representative of

M/s. JK Surface Coatings Pvt. Ltd.

sd/-




H. C. Anant Keshav – Finance Controller

Authorised Representative of

M/s. Fugro Survey (India) Pvt. Ltd.

sd/-

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Advocates for the Applicant

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
MUMBAI

COMPANY PETITION NO. 1096 OF 2017

Fugro Survey (India) Pvt. Ltd.

....Applicant

*Versus*

JK Surface Coatings Pvt. Ltd.

....Respondent

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**CONSENT TERMS**

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DATED 21<sup>st</sup> JUNE 2017

**PRS LEGAL**

**Advocates for the Applicant**