

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

36

T.C.P No. 147/(MAH)/2017

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 08.08.2017

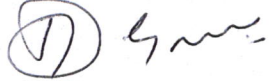
NAME OF THE PARTIES:

Labdhi Enterprise.

V/s.

D.B.M. Geotechnics & Construtions Pvt.Ltd.

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

<u>S. No.</u>	<u>NAME</u>	<u>DESIGNATION</u>	<u>SIGNATURE</u>
	Devanshu P. Dasan	Advocate for Petitioner	
	KANWAR VIKRAM	a/w Yogi Joshi	i/b Khaitan & Co. kw.

ORDER

TCP No. 147/ I&BP/NCLT/MB/MAH/2017

On the Consent terms filed by the Petitioner Counsel, this Petition is hereby dismissed as withdrawn.

Sd/-

V. NALLASENAPATHY
Member (Technical)

Sd/-

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

Encl: consent terms

BEFORE NATIONAL COMPANY LAW TRIBUNAL AT MUMBAI

TCP NO. 147 OF 2017

Labdhi Enterprise

...Petitioner

V/s.

DBM Geotechnics & Constructions Pvt. Ltd.

...Respondent

CONSENT TERMS

The Petitioner and Respondent ("**the Parties**") have arrived at a mutually agreeable settlement in respect of all claims relating to and/or arising out of TCP NO. 147 of 2017 before National Company Law Tribunal at Mumbai, on the following terms and conditions: -

1. The Parties agree and declare that the Respondent shall pay only the principal sum of Rs. 4,03,665/- as full and final amount for settling all the claims as claimed in the captioned insolvency application.
2. The said amount of Rs. 4,03,665/- shall be paid by the Respondent to the Petitioner in the following manner:

Installment	Due Date	Amount (Indian Rupees)
1st	On or before 2 nd August 2017	1,00,000/-
2nd	On or before 5 th September 2017	1,01,221/-
3rd	On or before 5 th October 2017	1,01,221/-

4th	On or before 5 th November 2017	1,01,222/-
	TOTAL	4,03,664/-

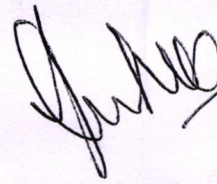
3. The payments towards the respective installment as mentioned above aforesaid sums shall be paid by the Respondent through national electronic fund transfer / real time gross settlement on or before the respective due date. It further agreed between the parties that on receipt of each of the installment, the Petitioner shall confirm and acknowledge the receipt thereof.
4. It is also agreed between the Parties that on receipt of the aforementioned amounts, all the rights, claims, interest and entitlement of the Petitioner in so far as the claims in captioned matter are concerned or even otherwise shall stand satisfied and settled and no rights of whatsoever nature shall subsist in favour of the Petitioner neither shall the Petitioner be entitled to raise any disputes with the Respondent for any dues under any other contractual arrangement.
5. The Respondent agrees to make the above payments on their respective due dates.
6. If the Respondent commits any single default in the monthly installments in that event Respondent has to pay the balance amount along with interest @ 18 % per annum. Such interest has to be calculated from the date of the Consent Terms.
7. Within 7 days from receipt of the final installment, the Petitioner shall issue a no dues certificate denoting that all payments due and liable from the Respondent have been received in full and final satisfaction.

8. The Parties hereto agree and confirm that they will execute such other or further document/s, deed/s and carry out all acts, matters and things that may be required of them to give effect to these presents as mentioned in these Consent Terms.
9. The parties do hereby respectively represent that the necessary board resolutions / authorities empowering and authorizing the Petitioner as well as the Respondent to execute these consent terms have been duly passed by the Petitioner and Respondent respectively.
10. The Parties agree and declare that TCP NO. 147 OF 2017 stands disposed of in terms of these consent terms.

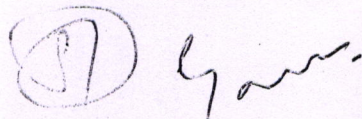
Dated this 2nd day of August 2017

A. S. Desai

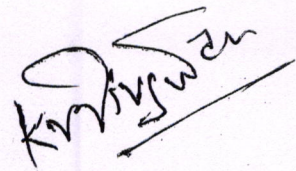
For M/s. Labdhi Enterprises



For DBM Geotechnics &
Constructions Pvt. Ltd



Advocates for Petitioner



Advocates for Respondent