

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH, HYDERABAD**

CP No.199/9/HDB/2017

U/s 9 of IBC, 2016 R/w
Rule 6 of I & B (AAA) Rules, 2016

In the matter of

Mr.Sitaram Panwar
S/o Late Nathmal Panwar
Proprietor of M/s Raghava Traders
15-7-426, Begum Bazar
Hyderabad

...Petitioner /
Operational Creditor

Versus

M/s KMK Event Management Limited
8-2-677/B/1, Road No.12
Banjara Hills, Hyderabad-500034

M/s KMK Event Management Ltd
3rd Floor, Trade Fair Office Building,
Hitex, Izzat Nagar, Hyderabad - 500812

...Respondents /
Corporate Debtor



Date of order: 01.01.2018

CORAM:

Hon'ble Shri Rajeswara Rao Vittanala, Member (Judicial)

Hon'ble Shri RavikumarDuraismy, Member (Technical)

Parties present:

For the Petitioner:

Shri Tej Prakash Toshniwal
Advocate and Shri Sita Ram
Panwar (PETITIONER)

For the Respondents:

Shri Ramesh Chowdary along
with Shri J. Ramesh Babu,
Advocates and Ms. K. Sudha
Sai, Director (Respondent
Company)

Per: Rajeswara Rao Vittanala, Member (Judicial)

ORDER

1. The present Company Petition bearing CP (IB) No.199/9/HDB/2017 is filed by Mr. Sitaram Panwar (Petitioner / Operational Creditor), under Section 9 of Insolvency and Bankruptcy Code, 2016, R/w Rule 6 of Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, by inter-alia seeking to initiate Corporate Insolvency Resolution Process (CIRP) in respect of M/s KMK Event Management Limited (Respondents / Corporate Debtor) under the provisions of IBC, 2016.
2. Brief facts, leading to filing of present company petition, are as follows:-
 - (a) M/s KMK Event Management Limited is a registered Company incorporated on 10.03.2006 with an Annual turnover of 27 crores and is fully operational as on date with employee strength of about 150 employees on the rolls.
 - (b) M/s Raghav Traders i.e proprietary concern represented by one Mr.Dayaram Panwar is the sole person who transacted with the Company and he used to supply the required items in the name of M/s Raghav Traders. Mr. Dayaram Panwar supplied food items from time to time as per the requirement of the Corporate Debtor and a running account is maintained with Raghav Traders. It is alleged that Mr. Dayaram Panwar resorted to supplying substandard items and also less quantity and each time, when questioned, the said unsafe items were taken back and replaced with some other brands. Accordingly,



the Respondents/ Corporate Debtor suffered huge losses due rejection by the clients of the Respondents Company.

- (c) It is also stated that the samples of the sub-standard supplied items by the Petitioner was sent to Institution of Prevention Medicine, Public Health Laboratories & Food (Health) Administration, Narayanaguda, Hyderabad, by paying the requisite fee of Rs.2,200/- vide Receipt No. 064432 dated 28.02.2017. The report dated 03.05.2017 received by the Respondents Company indicates that almost all the food items supplied by Mr.Dayaram Panwar are “unsafe”, “substandard and misbranded”. Accordingly, Police complaint against Mr.DayaramPanwar and M/s Raghav Traders were registered before Madhapur Police Station and a crime bearing No. 419 of 2017 under Sections 406, 420 and 505 of IPC was registered against Mr.Deepu Panwar.
- (d) Subsequently, Mr. Dayaram Panwar agreed to deduct losses suffered by the Respondents Company and also alleged to come to a settlement of Rs. 40,00,000/-towards full and final settlement of all accounts in eight equal monthly instalments.
- (e) Mr. Dayaram Panwar had revealed for the first time that he is not Proprietor of M/s Raghav Traders and that his signature is not valid and that his father by name Mr.Sitaram Panwar is the Proprietor of M/s Raghav Traders. Accordingly, all the necessary documents were handed over to Shri Sitaram Panwar to take his signature. There are several allegations against each other.



3. The case was listed for admission on various dates before this Tribunal viz, 29.09.2017, 18.10.2017, 07.11.2017, 17.11.2017, 23.11.2017, 29.11.2017, 14.12.2017, 20.12.2017 and today.
4. Both the parties were also present before this court and they have taken time to settle the issue between themselves. When the parties did not agree for settling the issue, the case was reserved for orders on 14.12.2017 in order to pass appropriate orders on the question of admission. While the matter was reserved for orders, both the Learned Counsels made a mention on 20.12.2017 by inter-alia submitting that the issue in question was settled and also filed a memo dated 19.12.2017 and extract of this memo reads as under:-

“The party of the respondents have entered into a memorandum of settlement to settle out the above said due amount of Rs.67,15,880/- with the petitioner by paying a sum of Rs. 55,00,000/- by issuing following post-dated cheques subject to realization in settling the above said amount towards full and final settlement and have issued following cheques drawn on Dhanalaxmi Bank Ltd, Banjara Hills Branch, Hyderabad to the Petitioner, whose details are as under:-

S.No.	Date	Cheque No	Amount
01.	20.12.2017	702764	15,00,000.00
02.	30.12.2017	702765	5,00,000.00
03.	15.01.2018	702766	15,00,000.00
04.	15.02.2018	702767	10,00,000.00
05.	15.03.2018	702768	10,00,000.00



The above said parties shall sign and submit before the respective courts by placing this present memorandum of settlement and based on the above said settlement, the Hon'ble Tribunal and Magistrate Court shall record the finding in the above said matters standing before the appropriate Tribunal and Magistrate Courts. Hence, I may be permitted to withdraw section 9 petition of IBC, 2016 and oblige.

5. Heard Shri Tejprakash Toshniwal, Learned Counsel along with Shri Sitaram Panwar (Petitioner) and Shri Ramesh Chowdary and Shri J. Ramesh Babu, Learned Counsels for the Respondents and Ms. K. Sudha Sai, Respondent No.1 (party in person).



6. Shri Sitaram Panwar (Petitioner) who is present today has confirmed that the issue in question was already settled as per above settlement and he may be permitted to withdraw the present Company Petition and he also submitted that both the parties case No. 419 of 2017 is pending and also CC No.152 of 2017 on the file of VII Special Metropolitan Magistrate, Hyderabad is also pending. Both the parties unconditionally agrees to withdraw both these cases by filing appropriate petitions and it is also on record that memo for withdrawal of CC No. 152/2017 is filed on 29.12.2017 before the VII Special Metropolitan Magistrate at Hyderabad, by not pressing the complaint.
7. In view of the above facts and circumstances of the case, the Company Petition bearing CP(IB) No.199/9/HDB/2017 is dismissed as withdrawn by directing both the parties to withdraw CC No. 152/2017 and FIR No. 419 of 2017 lodged before



Madhapur Police Station. Both the parties are committed that they would not give any scope for litigation on the issue raised in the present Company Petition and will strictly adhere to the directions given by this Tribunal. No order as to costs.

Sd/-

RAVIKUMAR DURAISAMY
MEMBER (TECHNICAL)

Sd/-

RAJESWARA RAO VITTANALA
MEMBER (JUDICIAL)

G. Anantha Kumar
For Dy. Regr./Asst. Regr./Court Officer/
National Company Law Tribunal, Hyderabad Bench

प्रमाणित प्रति
CERTIFIED TRUE COPY
केस संख्या
CASE NUMBER *CP No. 199/9/HDB/2017*
निर्णय का तारीख
DATE OF JUDGEMENT *1.1.2018*
प्रति तैयार किया गया तारीख
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