

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

C.P. No.43/2011  
(TP No.52/HDB/2016)  
U/s 237, 397 & 398 of  
the Companies Act, 1956

**In the matter of**

Smt. Lakshmi Sujatha Tummala  
D/o. Sitaramaiah Tummala,  
Aged:53 years, Flat No.26, 6<sup>th</sup> Floor,  
V.S.Plaza, Nacharam,  
Hyderabad -500076.

.... Petitioner

**Versus**

1. Dawn Projects Private Limited,  
Flat No.409, Sai Durga Gardens,  
Opposite HMT Nagar, Nacharam Road,  
Habsiguda, Hyderabad- 500034.

2. Annavajhala Ramanand, S/o A.N.V.Prasad,  
Aged 37 years, Opp.Panchayat Office,  
Guduru Mandal, Krishna District,  
Guduru Mandal -521149.

.... Respondents

**Date of pronouncement of Order:01.01.2018**

**C O R A M:**

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

**Parties / Counsels present:**

For the Petitioner : Mr. N.Madhusudan,  
Advocate

For the Respondents : Ms.C.Shilpa on behalf of  
Mr.Y.Suryanarayana,  
Advocates.



Per: Rajeswara Rao Vittanala, Member (Judicial)

## ORDER

1. The Present Company Petition bearing CP. No.43/2011 (TP No.52/HDB/2016) is filed by Smt. Lakshmi Sujatha Tummala, under Section 237, 397 & 398 of the Companies Act, 1956, by seeking following reliefs:
  - i. to declare all the acts of the Respondent No.2 are oppressive and Prejudicial to the interest of the Company and the Petitioner;
  - ii. to direct an investigation into the affairs of the 1<sup>st</sup> Respondent Company and surcharge the 2<sup>nd</sup> Respondent too make good the loss caused to the 1<sup>st</sup> Respondent Company by their various acts of mismanagement;
  - iii. to restrain the 2<sup>nd</sup> Respondent to represent before the Government of Andhra Pradesh and other statutory authorities till this Petition is disposed of etc.
2. Brief facts of the case, as mentioned in the Company petition, which are relevant to the issue in question, are as follows:
  - 1) M/s Dawn Projects Private Limited (hereinafter referred to as the Company) under the Companies Act, 1956 on 23<sup>rd</sup> June, 2006 as a Private Limited Company with the Registrar of Companies, Hyderabad.
  - 2) The R-1 Company is established with main object of to carry on in India/Abroad the business to build, construct, promote, develop, demolish, run, maintain, purchase, sell, acquire, enlarge, rebuild, alter, improve, convert, undertake,





execute, take on contract, sub-contract, lease or otherwise all kinds, varieties and descriptions of projects, theatres, multiplex theatre, roads, bridges, railways, ports, airports, inland ports, water ways, inland water ways, tram ways, buildings, real estate, multi-storeyed buildings, shopping complexes, shopping malls, offices, workshop, godowns, sewers, hotels, restaurants, parks, amusement parks, resorts, recreation places/centres, tourism related activities, clubs, residential houses, flats, entertainment places, commercial complexes, culvers, highway projects, including housing and related activities, rail system, other civil projects or any other public facility of similar nature of Central Government, State Government, Public Sector Undertakings, Private Companies, Firms, and to purchase, sell, develop, take in exchange, or on lease, hire or otherwise acquire, whether for investment or sale, or working the same, and real or personal estate including lands, mines, business, buildings, factories, mill, houses, cottages, shops, depots, warehouses, machinery, plant, stock in trade, mineral rights, etc. and

- 3) Its Authorised Share Capital is Rs.1,00,000/- divided into 10,000 equity shares of Rs.10/- each and issued and paid-up share capital is Rs.1,00,000/- divided into 10,000 equity shares of Rs.10/- each. The subscribers and first directors as per the memorandum of Association and Articles of Association of the Company are as follows:

Sl.No	Name of Directors/Subscribers	No. of Shares
1.	Mr.Annavajhala Ramanad	3,400
2.	Mr.Gaddamanugu Laxmi Sreenivas	3,300
3.	Mr.Madan Mohan Mishra	3,300

- 4) Tourism is one of the identified growth engine for development. The Government of Andhra Pradesh in private and public partnership envisages growth potential in developing tourism in the State of Andhra Pradesh. The Secretary and Collector, West Godavari are playing a proactive role in promoting tourism in Eluru, West Godavari. The District Collector intends to develop multiplex in Eluru Entertainment Zone for which the development plan was prepared by EMG Consultants, Hyderabad. He further intends to execute the construction, operation and maintenance of a multiplex through a lease agreement with a private developer. The implementation of the entire project including evolving of the concept, drawing up of the detailed architectural designs and engineering drawings through EMG Hyderabad would be undertaken by the investor. The lease to operate facility is for a period of 33 years.

The total land area available for the project is 0.9 Acres and exact location of the land at Sy.No.TS 660, Bloc-10, Ward-D, Eluru. For undertaking this project a corporate entity to be floated by the selected bidder to serve as the Special Purpose Vehicle for execution of the Project.





- 5) The R-1 Company was incorporated as a Special purpose Vehicle to participate in a bid for the design, finance, construction, operation, maintenance and marketing of Multiplex at Eluru. The R-1 Company accepted the offer of lease by its letter of award No.15/DTPC/2005, Dt.28<sup>th</sup> March, 2006 and further agreed to grant the lease of the said site to the R-1 Company on the condition of payment of lease rent as specified in this agreement. The lease period is for 33 years from 7<sup>th</sup> June, 2006 to 6<sup>th</sup> June, 2039.
- 6) Though the lease agreements were entered into on 7<sup>th</sup> June, 2006 and the possession was also handed over by District Collector on 27<sup>th</sup> July, 2006, these were not registered for want of finances by the R-1 Company and only on receipt of amount from the Petitioner, the lease agreements were executed on 14<sup>th</sup> October, 2009.
- 7) The terms of the lease agreement was with District Collector, West Godavari dt.14<sup>th</sup> October, 2009. As per the terms of this agreement, the lease shall commence from the date of handing over the site to the lease and the tenure of lease is for a period of 33 years commencing from the date of handing over the site i.e., the date of registration of the agreement. The lease rentals are payable from 2007 onwards till 2039.
- 8) The R-1 Company entered into a Development and Management Agreement dated 7<sup>th</sup> June, 2006 with the District Collector and the same is effective from 7<sup>th</sup> June, 2006. As per the terms of the agreement, the R-1 Company shall pay the lease rent and also development premiums as

agreed between them and on the scheduled dates specified in the agreement. The R-1 Company as per the development agreement shall achieve financial closure for the project not later than 75 days from the date of entering into the agreement. The R-1 Company has not adhered to any of the conditions stipulated either in the lease agreement or in the development and management agreement. The R-1 Company grossly violated in discharging its obligations for the smooth running of the project.

- 9) The 2<sup>nd</sup> Respondent without adequate financial strength of his own joined hands with Mr.Mishra and Mr.Sreenivas (subscribers and promoters of the project) for financial support to complete the project. The reason though not known, both Mr. Mishra and Mr. Sreenivas opted out of the project thereby causing financial strain on the R-1 Company. Except for the initial investment, these two promoters have not invested in the project. This shows that both the investors have no confidence that the 2<sup>nd</sup> Respondent can carry forward the project of the Company.
- 10) Without adequate finance the 2<sup>nd</sup> Respondent was on the lookout for investors and approached the Petitioner with the project details and convinced the Petitioner to invest in the R-1 Company.
- 11) At the Board Meeting held on 6<sup>th</sup> November, 2006, Sri Gaddamanugu Laxmi Sreenivas and Sri Madan Mohan Mishra, transferred their shares of 3,300 each in favour of 2<sup>nd</sup> Respondent and his wife equally.



- 12) The Authorised Share Capital of the Company was increased to Rs.10,00,000/- divided into 1,00,000 equity shares of Rs.10/- each at the Extraordinary General Meeting of the R-1 Company held on 5<sup>th</sup> November, 2007.
- 13) Consequent to the above and further allotment made to the Petitioner and 2<sup>nd</sup> Respondent, the issued, subscribed and paid up share capital of the R-1 Company is Rs.10,00,000/- out of which the Petitioner holds 47.5% i.e. 47,500 equity shares of Rs.10/- each and the 2<sup>nd</sup> Respondent along with his wife Smt. Hrudaya holds 52.5%.
- 14) The Petitioner being interested in the project agreed to infuse sufficient funds into the R-1 Company and 2<sup>nd</sup> Respondent agreed to induct her on the board of directors. On 30<sup>th</sup> day of October, 2007, the Petitioner was inducted into the Board as Additional Director. The Petitioner invested Rs.30,00,000/- into the R-1 Company. Thereafter the R-1 Company was not producing any expenditure statement to the Petitioner, which act amounts to breach of trust and the Petitioner in order to conduct the affairs of the R-1 Company in a smooth manner, entered into a Memorandum of Understanding dated 18<sup>th</sup> December, 2007 with 2<sup>nd</sup> Respondent.
- 15) The terms and conditions of Memorandum of Understanding dated 18.12.2007, between the Petitioner and 2<sup>nd</sup> Respondent are as follows:
  - i) The Board of Directors shall consist of the 2<sup>nd</sup> Respondent and Petitioner. The Petitioner was originally appointed as



Additional Director on 30<sup>th</sup> October, 2007 to hold office up to next Annual General Meeting. However, 'the 2<sup>nd</sup> Respondent neither conducted the Board Meeting nor the AGMs to regularize the appointment of the Petitioner.

- ii) Clause-3 of the MOU directs the parties on opening of the Bank Accounts and further stipulates that the Bank Account at Eluru can be operated by 2<sup>nd</sup> Respondent alone, but the account at Hyderabad is mandated to be operated by both the Petitioner and 2<sup>nd</sup> Respondent. The funds required for implementation of the project have to be deposited into Hyderabad account thereafter these amounts have to be transferred to Eluru Account. This term was not acted upon by the 2<sup>nd</sup> Respondent.
- iii) Clause 5 of MOU clearly states that expenditure statement is to be submitted by the 2<sup>nd</sup> Respondent on monthly basis and OK Acknowledgment of the Petitioner to be obtained. The 2<sup>nd</sup> Respondent has not prepared and produced any expenditure statement to the Petitioner. There is a clear violation of the terms of MOU besides the 2<sup>nd</sup> Respondent is also trying to introduce another investor contrary to the terms of MOU.
- iv) The 2<sup>nd</sup> Respondent in contravention and against the principles of natural justice, tried to induct his wife A.P. Hrudaya as Director of the Company without obtaining





the necessary consent in writing from the Petitioner.

- 16) The 2<sup>nd</sup> Respondent is in the habit of changing the investors at his whims and fancies without adhering to the terms of investment. In fact the original promoters have resigned within a short period. On 30.10.2007, the promoter directors Mr.Mishra and Mr.Sreenivas resigned and on the same day the Petitioner was inducted into the Board.
- 17) These acts of omission and commission by the 2<sup>nd</sup> Respondent was intentional and directly effects the R-1 Company, Government and the shareholders besides other stakeholders.
- 18) The 2<sup>nd</sup> Respondent has neither conducted the Annual General Meetings nor circulated the financial statements to the shareholders as required by law. The Petitioner issued a letter dated 10.01.2011 wherein non submission of accounts and the reason for non conducting Annual General Meetings was questioned. The 2<sup>nd</sup> Respondent not able to submit the details asked for, suggested for an agreement between him and the Petitioner to sell the shares of the Petitioner to the 2<sup>nd</sup> Respondent or his nominees. The Petitioner in the interest of the R-1 Company and to avoid dead lock in the management entered into an agreement for full and final settlement on 01.02.2011 wherein the shares held by her are to be transferred to 2<sup>nd</sup> Respondent or his nominees on certain terms and conditions agreed and set forth in the agreement. As per the said terms of



the Agreement, the 2<sup>nd</sup> Respondent agreed to fulfil the terms set forth in the Agreement by 24<sup>th</sup> February, 2011, but failed to adhere to these terms. Hence, this agreement as per clause 8 stands cancelled and the Agreement dated 18<sup>th</sup> December, 2007 shall prevail.

- 19) The 2<sup>nd</sup> Respondent without adequate finances with him is approaching investors to invest in the project and since he was not successful in mobilizing funds for the project, it is amply clear that the 2<sup>nd</sup> Respondent cannot implement the project and the Petitioner humbly requests that the net worth statement of 2<sup>nd</sup> Respondent be submitted for evaluating his capacity to implement the project.
- 20) Further, the notice issued by R-1 Company dated 07.02.2011 calling for Extraordinary General Meeting was cancelled by means of an Agreement dated 01.02.2011, entered between the Petitioner and 2<sup>nd</sup> Respondent. This is in gross violation under the Companies Act, 1956.
- 21) The loss, if any incurred for non-adherence to MOU, shall be borne by the party violating the provisions of MOU. The 2<sup>nd</sup> Respondent contravened all the provisions contained in the MOU. There is negligence on the part of 2<sup>nd</sup> Respondent causing undue hardship to the Petitioner and also to Government of Andhra Pradesh.
- 22) The RFP issued by District Collector mandates that financial closure is to be made within 75 days of signing the lease agreement subject to a further extension of 3 months with prior



permission from the District Collector. The lease agreement was entered in the year 2006 and the 2<sup>nd</sup> Respondent due to paucity of funds was running from pillar to post for investors as the existing promoters did not infuse the required funds. This act is in gross violation of the terms and condition laid down in RFP, thus misdirecting the District Collector, West Godavari.

- 23) The reconstituted Board of Directors of the Company as on 30<sup>th</sup> October, 2007 is as follows:

Mr. Ramanand                      - Managing Director  
Mrs.Lakshmi Sujatha            -Additional Director



2<sup>nd</sup> Respondent conducted only one Annual General Meeting on 29<sup>th</sup> September, 2008 and subsequent Annual General Meetings were not conducted by him. As per the provisions of the Companies Act, 1956, Additional Director vacates the office on the date of Annual General Meeting irrespective of convening the Annual General Meeting on the stipulated date or not.

By applying the provisions of law, the Petitioner deemed to have vacated the office on 30.09.2008.

- 24) The 2<sup>nd</sup> Respondent knowing fully aware of these provisions, with an intention to mislead, invited the Petitioner to Board Meetings for financial gain. Without obtaining the permission of the Petitioner, observers were called to attend these meetings. All these acts show the ulterior motive of the 2<sup>nd</sup> Respondent to obtain funds by any means.

- 25) In the eyes of law, the Company is having only one director from 30<sup>th</sup> September, 2008. The consequence of this has far reaching effect on the contracts and other transactions entered into by the R-1 Company from 30.09.2008 to till date.
- 26) The lease agreement and also Development and Management Agreement entered into by the Company will become invalid in the eyes of law. The Petitioner prays that the appointment be regularized in the interest of the State and other stakeholders.
- 27) The 2<sup>nd</sup> Respondent hurriedly prepared all the minutes of the Board meetings as the Petitioner was inclined.
3. The company petition is opposed by respondents no.1 & 2 by filing a counter dated 9<sup>th</sup> December 2011, by inter-alia contending as follows:
- 1) The petitioner was inducted as a Director of the Company and also became its shareholder. The project was conceived, planned and brought to implementation stage by the second respondent through his relentless hard work and toil. Since the project is the brainchild of the second respondent, he has firm grip and understanding about the various technical aspects involved in the project.
  - 2) The company got Multiplex project announced by the Government of AP accordingly, the 2<sup>nd</sup> respondent has incorporated a special purpose vehicle (R1 Company) for implementation of the project. The project was delayed due to certain administrative reasons on the part of the Government of AP, and consequently the



Respondents had approached the District legal services authority seeking a direction to the Collector of West Godavari District for registration of the project land. On intervention by the District legal services authority, the District collector West Godavari registered the land in favour of the Company.

- 3) The Co-promoters Mr. Mishra and Mr. Srinivas chose to exit the Company due to the reasons best known to them. The Company is not aware of the reasons for their exit from the company.
- 4) The petitioner was inducted as Additional Director and had invested an amount of Rs 30 lakhs, out of which, Rs.25,25,000/- as unsecured loan and Rs.4.75 Lakhs towards equity share capital. Rs 20 Lakhs has been paid to the Government of Andhra Pradesh towards registration charges of the land. Further, the petitioner was paid remuneration of Rs.45,000/- per month for the months of November and December 2007. The petitioner stopped from participating in the activities of the Company and failed to infuse further funds.
- 5) The Company was unable to hold any Board meetings/AGM due to the non co-operative attitude of the petitioner since January 2008. The petitioner participated in the activities of the Company till December 2007 and she was a party for expenditure. Subsequently, in December 2007, the Second respondent has brought in his personal funds amounting to a sum of 1.85 crores to the Company.



- 6) A meeting of the Board of Directors of the Company was held on 11 January 2011, which was attended by the petitioner and also former Judge of the Hon'ble High Court of AP Mr Justice P.Ramakrishna Raju as an observer. During the meeting, a decision was taken to convene an EGM and draft notice of the EGM was approved, and the agenda for the same are to increase in authorised share capital; amendment in the Articles of Association and appointment of Director.
- 7) It is stated that the petitioner even after 30<sup>th</sup> September 2008 continued to be treated as Director and she has exercised her rights as a Director. The CLB vide its order dated 07.06.2011 also directed the Company to treat petitioner as director of the Company and issue notice(s) for the meeting.
- 8) It is stated that the petitioner cannot seek any relief under section 397 of the Companies Act 1956 since the petitioner has failed to make out any case so as to justify to wind up the Company and such wind would cause prejudice to the petitioner and the Company in general;
- 9) Notice dated 01.09.2007 was issued to conduct the first Annual General Meeting of the members of the Company to be held on 29 September 2007, in which directors have reported that there was no financial transaction and no profit and loss account was drawn up as on 31 March 2007. The shares( 3300) held by Madan Mohan Mishra were transferred to Mr. Ramanand, the second respondent herein and shares of Mr G Lakshmi



Srinivas totalling (3300) were transferred to A.P. Rajeshwari Hrudaya, Wife of Ramanand on 30 October 2006. Accordingly Form No 20B was also filed with the ROC intimating about the transfers. Since Madan Mohan Mishra and G Lakshmi Srinivas ceased to be a Directors, Form No 32 was also filed with the Registrar of Companies intimating the same. G Lakshmi Srinivas and Mishra have resigned on account of their personal reasons and preoccupations vide their letters dated 30 October 2007. The petitioner as well as the Second Respondent has received the notice to convene a meeting of the Board of Directors held on 1<sup>st</sup> November 2007 at 11:30 AM. Accordingly the meeting of the Board of Directors of the Company was held on 1<sup>st</sup> November 2007, in which the petitioner as well as the second respondent was present. It was also resolved to conduct EGM of the Company to be held on 5<sup>th</sup> November 2007 at 11:30 AM at the registered office of the Company. Accordingly, meeting was held on 5 November 2007 at 4 PM during which the petitioner as well as the second respondent were present. During this meeting it was resolved to allot 90,000 equity shares of Rs 10 each for a sum of Rs 9 lakhs received from the petitioner. It is also on record that second respondent has given a letter of consent to hold Annual/Extraordinary general meeting on 5 November 2007 at short notice. Similarly APR Hrudaya has also given a consent letter dated 1<sup>st</sup> November 2007. Accordingly EGM was conducted on 5<sup>th</sup> November 2007 at 11:30 AM. During which



clause V of Memorandum of Association was altered to increase the authorised share capital of the company from Rs.1,00,000/- to Rs.10 lakhs by further creation of 90,000 equity shares. Similarly, EGM of the members of the company was held on 5<sup>th</sup> November 2007 at 11:30 AM by inter-alia increasing the share capital from 1 lakh to 10 lakhs. Accordingly, Form No 2 regarding the return of allotment was filed with the ROC.

- 10) There was a memorandum of understanding between A. Ramanand (respondent number 2) and Smt. Lakshmi Sujatha (petitioner herein), in which it was inter-alia stated that the petitioner was appointed as a Director of the Company on 30<sup>th</sup> October 2007 and allotted 47,500 equity shares of Rs10 each. There is another meeting, which was conducted on 29<sup>th</sup> November, 2010. The petitioner as well as the second respondent attended the meeting. However, the petitioner has recorded on the attendance sheet at 5:30 PM that is after the scheduled time was over.
- 11) In order to settle the issue, again another agreement under the title agreements of full & final settlement was executed on 1<sup>st</sup> February, 2011 by and between A. Ramanand and the Petitioner Smt. Lakshmi Sujatha. Since the project in question was delayed due to various reasons expressed, she has expressed her desire to resign from the Board and agreed to sell her entire equity shareholding to Mr. A. Ramanand or his nominees. Accordingly it was agreed by the second respondent to pay Rs. 75 lakhs as consideration to the petitioner and also to ensure





that the Company prepares unsecured loan of Rs. 25 lakhs provided to the Company by the petitioner. As per the settlement, the second petitioner has paid Rs 10 lakhs towards advance for purchase of equity shares vide cheque. One of the conditions prescribed in this agreement is that, in case, the second respondent has not paid the money as agreed upon, the agreement stands cancelled and the earlier MOU dated 18<sup>th</sup> December, 2007 shall prevail and the advance of Rs 10 lakhs paid by the second petitioner stands forfeited.

4. In the light of the above facts and circumstances of the case, the issue that arises for consideration by the Tribunal is whether the petitioner has made out a case so as to justify to Company to wind up, which would un-fairly prejudice the interest of petitioners and the Company in general in order to interfere in the affairs of the Company under section 397/398 of the Companies Act, 1956 and if so, what is the relief the petitioner is entitled for.
5. It is not in dispute that the affairs of the Company came to a standstill since there are only two Directors namely the petitioner and the second respondent. Since the first petitioner was not co-operating with the Company, they could not hold any EGM's to fulfil statutory obligations. The efforts made by the parties have also failed. In order to tide over the situation, the petitioner has also expressed her willingness to run the Company provided she was given the reins of affairs of the Company. When the company failed to commence its business within one year of its incorporation, the RoC has also issued a notice dated 30<sup>th</sup> March 2017 by



proposing to remove name of the Company from the Register of Companies. In pursuant to the above notice, the second respondent as Managing Director of the Company has given a reply dated 28 June 2017 to the Register of Companies by inter-alia stating that the Company was operating with only two Directors and one of the Directors has filed a petition i.e. (the present petition). Therefore the Company could not file statutory requirements with RoC. However, it is submitted that once the decision of NCLT in the case is delivered, the Company can file all pending annual returns and other compliances with the ROC. Therefore, the RoC is requested to hold any proceedings relating to the striking off of the Company pending resolution of the dispute with NCLT. It is stated that name of the Company was not struck off.



6. As stated supra, the share holding of the petitioner and that of second respondent in the ratio of 47.5 % and 52.5% respectively is not in dispute. And the petitioner has invested Rs. 30 Lakhs in the Company and the same was utilised for the objects of Company. Since there only two Directors remains, there is a deadlock in the affairs of Company and the efforts of both the parties by executing Memo of Understanding dated 18<sup>th</sup> December, 2011 followed by another Agreement dated 01.02.2011 under the name and style of 'Full and Final Settlement as detailed supra to settle the issue was filed. And this Bench also tried to settle the issue by directing the Company to convene meeting of Board of Directors by order dated 10.07.17 and also appointed an observer for the same. However, still the issue in question was not resolved between the parties

resulting in non-convening of Annual General Meetings, not regularising the petitioners as regular Director, non-submission of accounts of the Company etc. The petitioner, who is holding 47.5 % of paid up share capital of the Company, should be permitted to involve in the affairs of Company and the petitioner being a Director of the Company is also responsible for the deadlock in the affairs of Company.

7. In the light of above facts of case, it is to be held that the affairs of Company are not being conducted in accordance with various provisions of Companies Act, 1956/2013. We are of the considered view that facts of case would justify to wind up the Company but it would unfairly prejudice the petitioner and the Company in general. And various actions taken by the Company, as explained supra, clearly indicates that Company is not properly managing its affairs, and those actions, especially the conduct of the second respondent is burdensome, harsh and wrongful, resulting oppression of the petitioner and also the government. The Company has also failed to hold statutory meetings as per law and the petitioner being Addl Director/Director holding 47.5% of the paid up share capital of the Company is not being permitted/involved in the day-to-day affairs of the Company. Therefore, it is a fit case to exercise powers under sections 397/398 R/w Section 402 of the companies Act 1956 read with sections 241 & 242 of the Companies Act, 2013. Accordingly, the Company petition bearing CP No. 43/2011 is disposed of with the following directions, in order to put an end the affairs of Company complained of:



- (a) Directed the Company to continue the petitioner as Addl Director of the Company till the next Annual General Meeting of the Company is conducted;
- (b) Directed the Company to convene an Extraordinary General Meeting of the Company within a period of one month from the date of receipt of the copy of the order, after duly serving notice to all the parties including the petitioner;
- (c) The petitioner is directed to cooperate with the Company to transact the business of the company so as to facilitate the Company to submit all the pending returns/accounts, which led to issuance of notice for striking of the company, vide notice dated 30 March 2017.
- (d) No order as to costs.



*Sd/-*  
RAVIKUMAR DURAISAMY  
MEMBER (TECHNICAL)

*Sd/-*  
RAJESWARA RAO VITTANALA  
MEMBER (JUDICIAL)

*Vh*  
for Dy. Regr./Asst. Regr./Court Officer/  
National Company Law Tribunal, Hyderabad Bench

प्रमाणित प्रति  
CERTIFIED TRUE COPY  
केस संख्या  
CASE NUMBER: C.P. No. 43/2011 (T.P. No. 52/HDB/2016)  
निर्णय का तारीख  
DATE OF JUDGEMENT: 1.1.2018  
प्रति तैयार किया गया तारीख  
COPY MADE READY ON: 8.1.2018